



Ramsey County Regional Railroad Authority.
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The Ramsey County Regional Railroad Authority met in regular session at 9:24 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman, and Chair-Ortega. Also present were Julie Kleinschmidt, County Manager, and Paul Zisla, Assistant County Attorney.

1. ROLL CALL

2. Agenda of January 3, 2017 is Presented for Approval

VOTING

Motion by: Blake Huffman

Second by: Mary Jo McGuire

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

3. Minutes from December 20, 2016 are Presented for Approval

VOTING

Motion by: Jim McDonough

Second by: Blake Huffman

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

4. Election of Officers for 2017

Election of the Chair (Resolution R2017-1)

VOTING

Motion by: Blake Huffman

Second by: Victoria Reinhardt

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

RESOLVED, The Ramsey County Regional Railroad Authority elects Commissioner Rafael Ortega to serve as Chair of the Ramsey County Regional Railroad Authority for the year 2017.

Election of the Vice-Chair (Resolution R2017-2)

VOTING

Motion by: Jim McDonough

Second by: Blake Huffman

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

RESOLVED, The Ramsey County Regional Railroad Authority elects Commissioner Victoria Reinhardt to serve as Vice-Chair of the Ramsey County Regional Railroad Authority for the year 2017.

Election of the Secretary (Resolution R2017-3)

VOTING

Motion by: Jim McDonough

Second by: Mary Jo McGuire

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

RESOLVED, The Ramsey County Regional Railroad Authority elects Commissioner Blake Huffman to serve as Secretary of the Ramsey County Regional Railroad Authority for the year 2017.

Election of the Treasurer (Resolution R2017-4)

VOTING

Motion by: Blake Huffman

Second by: Victoria Reinhardt

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

RESOLVED, The Ramsey County Regional Railroad Authority elects Commissioner Toni Carter to serve as Treasurer of the Ramsey County Regional Railroad Authority for the year 2017.

5. **Appointments to Outside Committees for 2017 (Resolution R2017-5)**

VOTING

Motion by: Victoria Reinhardt

Second by: Jim McDonough

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

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 2017:

Victoria Reinhardt, Chair
Blake Huffman, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority appoints to the Red Rock Corridor for 2017:

Janice Rettman
Jim McDonough, Alternate

and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority appoints to the Robert Street Corridor for 2017:

Rafael Ortega
Jim McDonough, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority appoints to the Northeast Diagonal Policy Advisory Committee for 2017:

Mary Jo McGuire
Victoria Reinhardt, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority appoints to the Minnesota High Speed Rail Commission for 2017:

Janice Rettman
Jim McDonough, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority appoints to the Northstar Corridor for 2017:

Victoria Reinhardt
Janice Rettman, Alternate

And be it Further

RESOLVED, The Ramsey County Regional Railroad Authority appoints to the Gateway Corridor for 2017:

Rafael Ortega
Victoria Reinhardt, Alternate
Jim McDonough, Alternate

And be it Finally

RESOLVED, The Ramsey County Regional Railroad Authority appoints to the Riverview Corridor for 2017:

Rafael Ortega
Jim McDonough, Alternate
Victoria Reinhardt, Alternate

6. Adjournment

The meeting adjourned at 9:29 am.


Sandra Jacobson, Administrative Secretary

Regional Railroad Authority Meeting
January 3, 2017 – ROLL CALL

Call to Order: 9:24 AM

1. ATTENDANCE ROLL CALL

	PRESENT	ABSENT
Toni Carter	☒	☐
Blake Huffman	☒	☐
Jim McDonough	☒	☐
Mary Jo McGuire	☒	☐
Victoria Reinhardt	☒	☐
Janice Rettman	☒	☐
Rafael Ortega	☒	☐

2. Agenda of January 3, 2017 is presented for approval

Moved: BH Seconded: MM

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

3. Minutes from December 20, 2016 are presented for approval

Moved: JM Seconded: BH

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

4. Election of Officers for 2017

Election of the Chair

Moved:

BH

Seconded:

VR

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

Election of the Vice-Chair

Moved:

JM

Seconded:

BH

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

Election of the Secretary

Moved:

JM

Seconded:

MM

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

Election of the Treasurer

Moved:

BH

Seconded:

JM VR

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

5. Appointments to Outside Committees for 2017

Moved:

VR

Seconded:

JM

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

6. Adjournment

Meeting adjourned at 9:29 am.



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

REGIONAL RAILROAD AUTHORITY ANNUAL ORGANIZATIONAL MEETING

Tuesday, January 3, 2017

Immediately following the Housing and Redevelopment Authority Annual Organizational Meeting
Council Chambers – Third Floor Court House
15 W. Kellogg Blvd., St. Paul, MN 55102

1. ROLL CALL

- 2. R2017-3 Agenda of January 3, 2017 is Presented for Approval**
Approve the Agenda of January 3, 2017.

- 3. R2017-4 Minutes from December 20, 2016 are Presented for Approval**
Approve the minutes from December 20, 2016.

POLICY ITEMS

- 4. R2017-2 Election of Officers for 2017**
Election of Officers for the year 2017

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

- 5. R2017-1 Appointments to Outside Committees for 2017**
Approve appointments to various Outside Committees for the year 2017.

- 6. Adjournment**

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-3

Committee: Regional Railroad Authority

Meeting Date: 1/3/2017

SUBJECT: Agenda of January 3, 2017 is Presented for Approval

REQUESTED ACTION

Approve the Agenda of January 3, 2017.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-4

Committee: Regional Railroad Authority

Meeting Date: 1/3/2017

SUBJECT: Minutes from December 20, 2016 are Presented for Approval

REQUESTED ACTION

Approve the minutes from December 20, 2016.

ATTACHMENTS

1. Draft Minutes

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-2

Committee: Regional Railroad Authority

Meeting Date: 1/3/2017

SUBJECT: Election of Officers for 2017

REQUESTED ACTION

Election of Officers for the year 2017

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

EXECUTIVE SUMMARY

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

ATTACHMENTS

1. Draft Resolutions

Draft Resolution # 1

Draft Resolution # 2

Draft Resolution # 3

Draft Resolution # 4

RESOLVED, The Ramsey County Regional Railroad Authority elects _____ to serve as Treasurer of the Ramsey County Regional Railroad Authority for the year 2017.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-1

Committee: Regional Railroad Authority

Meeting Date: 1/3/2017

SUBJECT: Appointments to Outside Committees for 2017

REQUESTED ACTION

Approve appointments to various Outside Committees for the year 2017.

EXECUTIVE SUMMARY

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

BUDGETARY IMPACT

None.

COUNTY MANAGER COMMENTS

None.

PREVIOUS ACTION

None.

ATTACHMENTS

1. Draft Resolution

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 2017:

Victoria Reinhardt, Chair
Blake Huffman, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority appoints to the Red Rock Corridor for 2017:

Janice Rettman
Jim McDonough, Alternate

and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority appoints to the Robert Street Corridor for 2017:

Rafael Ortega
Jim McDonough, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority appoints to the Northeast Diagonal Policy Advisory Committee for 2017:

Mary Jo McGuire
Victoria Reinhardt, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority appoints to the Minnesota High Speed Rail Commission for 2017:

Janice Rettman
Jim McDonough, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority appoints to the Northstar Corridor for 2017:

Victoria Reinhardt
Janice Rettman, Alternate

52
53 And be it Further
54

55 RESOLVED, The Ramsey County Regional Railroad Authority appoints to the Gateway
56 Corridor for 2017:
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 appoints to the Riverview
65 Corridor for 2017:
66

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

The Ramsey County Regional Railroad Authority met in regular session at 9:15 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman, and Chair-Ortega. Also present were Julie Kleinschmidt, County Manager, and Paul Zisla, Assistant County Attorney.

ROLL CALL**2. Agenda of January 17, 2017 is Presented for Approval****VOTING**

Motion by: Blake Huffman

Second by: Mary Jo McGuire

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

3. Minutes from January 3, 2017 are Presented for Approval**VOTING**

Motion by: Jim McDonough

Second by: Victoria Reinhardt

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

4. Fourth Amendment to the Agreement with Minnesota Department of Transportation for Federal Funding of the Union Depot Project - Class 1 Railroads (Resolution R2017-6)**VOTING**

Motion by: Jim McDonough

Second by: Victoria Reinhardt

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

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

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

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

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

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

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

WHEREAS, The Ramsey County Regional Railroad Authority approved Amendment 2 to Agency Agreement No. 98171 with the Minnesota Department of Transportation for Federal funding of the Union Depot Project – Class 1 Railroads to reduce the amount of Federal funding to an estimated amount of \$13,968,596.55 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility; and

WHEREAS, The Ramsey County Regional Railroad Authority approved Amendment No. 3 to Agency Agreement No. 98171 with the Minnesota Department of Transportation for Federal funding of the Union Depot Project – Class 1 Railroads to extend the term of the agreement for the period of February 7, 2016 to February 7, 2017; and

WHEREAS, Agency Agreement No. 98171 expires on February 7, 2017 and Class I Railroad work is anticipated to be completed in 2017; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves Amendment No. 4 to Minnesota Department of Transportation Agreement No. 98171 with Minnesota Department of Transportation, 395 John Ireland Boulevard, MS 500, St. Paul, MN 55155, to extend the term of the Agreement for the period of February 7, 2017 to February 7, 2018; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute Amendment No. 4; and Be It Further

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

5. Corridor Updates (Discussion may be found on archived video)

6. Adjournment

The meeting adjourned at 9:16 am.



Sandra Jacobson, Administrative Secretary

Regional Railroad Authority Meeting
January 17, 2017 – ROLL CALL

Minutes
created 1.17.17

Call to Order: 9:15 AM

1. ATTENDANCE ROLL CALL

	PRESENT	ABSENT
Toni Carter	☒	☐
Blake Huffman	☒	☐
Jim McDonough	☒	☐
Mary Jo McGuire	☒	☐
Victoria Reinhardt	☒	☐
Janice Rettman	☒	☐
Rafael Ortega	☒	☐

2. Agenda of January 17, 2017 is presented for approval

Moved: BH

Seconded: MM

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

3. Minutes from January 3, 2017 are presented for approval

Moved: JM

Seconded: VR

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

4. Fourth Amendment to the Agreement with MNDOT for Federal Funding of the Union Depot Project – Class 1 Railroads

Moved:

JM

Seconded:

VR

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

5. Corridor Updates

6. Adjournment

Meeting adjourned at 9:16 am.



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

AGENDA

Tuesday, January 17, 2017
Immediately following the County Board Meeting

Council Chambers – Third Floor Court House
15 W. Kellogg Blvd., St. Paul, MN 55102

1. ROLL CALL

2. R2017-9 Agenda of January 17, 2017 is Presented for Approval

Approve the agenda of January 17, 2017.

3. R2017-10 Minutes from January 3, 2017 are Presented for Approval

Approve the minutes from January 3, 2017.

4. R2017-5 Fourth Amendment to the Agreement with Minnesota Department of Transportation for Federal Funding of the Union Depot Project - Class 1 Railroads

1. Approve Amendment No. 4 to MnDOT Agreement No. 98171 with Minnesota Department of Transportation, 395 John Ireland Boulevard, MS 500, St. Paul, MN 55155, to extend the term of the Agreement for the period of February 7, 2017 to February 7, 2018.
2. Authorize the Chair to execute Amendment No. 4.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

5. Corridor Updates

6. Adjournment

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-9

Committee: Regional Railroad Authority

Meeting Date: 1/17/2017

SUBJECT: Agenda of January 17, 2017 is Presented for Approval

REQUESTED ACTION

Approve the agenda of January 17, 2017.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-10

Committee: Regional Railroad Authority

Meeting Date: 1/17/2017

SUBJECT: Minutes from January 3, 2017 are Presented for Approval

REQUESTED ACTION

Approve the minutes from January 3, 2017.

ATTACHMENTS

1. Draft Minutes

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-5

Committee: Regional Railroad Authority

Meeting Date: 1/17/2017

SUBJECT: Fourth Amendment to the Agreement with Minnesota Department of Transportation for Federal Funding of the Union Depot Project - Class 1 Railroads

REQUESTED ACTION

1. Approve Amendment No. 4 to MnDOT Agreement No. 98171 with Minnesota Department of Transportation, 395 John Ireland Boulevard, MS 500, St. Paul, MN 55155, to extend the term of the Agreement for the period of February 7, 2017 to February 7, 2018.
2. Authorize the Chair to execute Amendment No. 4.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

EXECUTIVE SUMMARY

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

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

Amendments No. 1 and No. 2 to Agreement No. 98171 were approved by the RCRRA in 2013 to adjust the amounts approved in the agreement to estimates necessary to complete the design and construction work and to reassign costs eligible for Federal funding.

Amendment No. 3 to Agreement No. 98171 was approved by the RCRRA in 2016 to extend the term of the agreement to February 7, 2017.

Agency Agreement No. 98171 expires February 7, 2017. Amendment No. 4 extends the term of the agreement to February 7, 2018. Class 1 Railroad construction work is anticipated to be completed and final billings from the railroads are anticipated to be received in 2017.

FISCAL IMPACT

Expenditures and revenues are included in the Union Depot project budget.

COUNTY MANAGER COMMENTS

This amendment allows for continuation of Federal reimbursement as the project reaches completion. MnDOT is requiring a signed certified resolution for Amendment No. 4 approval.

PREVIOUS ACTION

On January 26, 2016, the Ramsey County Regional Railroad Authority approved Amendment No. 3 to Agency Agreement No. 98171 with the Minnesota Department of Transportation to extend the

Fourth Amendment to the Agreement with Minnesota Department of Transportation for Federal Funding

term of the Agreement for the period of February 7, 2016 to February 7, 2017 (Resolution R2016-06).

On October 15, 2013, the Ramsey County Regional Railroad Authority approved Amendment No. 2 to Agency Agreement No. 98171 with the Minnesota Department of Transportation to reduce the amount of Federal funding to an estimated amount of \$13,968,596.55 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility (Resolution R2013-35).

On May 7, 2013, the Ramsey County Regional Railroad Authority approved Amendment No. 1 to Agency Agreement No. 98171 with the Minnesota Department of Transportation to increase the amount of Federal funding in an estimated amount of \$14,750,000 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility (Resolution R2013-18).

On February 1, 2011, the Ramsey County Regional Railroad Authority approved Agency Agreement No. 98171 with the Minnesota Department of Transportation for Federal funding in an estimated amount of \$9,125,000 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility (Resolution R2011-10).

On November 16, 2010, the Ramsey County Regional Railroad Authority approved an Agency Agreement with Minnesota Department of Transportation for Federal funding of the Union Depot Multi-Modal Transit Hug Project (Resolution R2010-54)

ATTACHMENTS

1. Draft Resolution
2. Amendment No. 4 to MnDOT Agreement No. 98171

Draft Resolution

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

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

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

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

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

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

WHEREAS, The Ramsey County Regional Railroad Authority approved Amendment 2 to Agency Agreement No. 98171 with the Minnesota Department of Transportation for Federal funding of the Union Depot Project – Class 1 Railroads to reduce the amount of Federal funding to an estimated amount of \$13,968,596.55 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility; and

WHEREAS, The Ramsey County Regional Railroad Authority approved Amendment No. 3 to Agency Agreement No. 98171 with the Minnesota Department of Transportation for Federal funding of the Union Depot Project – Class 1 Railroads to extend the term of the agreement for the period of February 7, 2016 to February 7, 2017; and

WHEREAS, Agency Agreement No. 98171 expires on February 7, 2017 and Class I Railroad work is anticipated to be completed in 2017; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves Amendment No. 4 to MnDOT Agreement No. 98171 with Minnesota Department of Transportation, 395 John Ireland Boulevard, MS 500, St. Paul, MN 55155, to extend the term of the Agreement for the period of February 7, 2017 to February 7, 2018; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute Amendment No. 4; and Be It Further

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

AMENDMENT No. 4 TO MnDOT AGREEMENT No.: 98171.

Contract Start Date:	<u>2/3/2011</u>	Original Contract Amount:	<u>\$9,125,000.00</u>
Orig. Contract Exp. Date:	<u>2/7/2016</u>	Prev. Amendment(s) Total:	<u>\$4,843,596.55</u>
		Current Amendment	
Amended Exp. Date	<u>2/7/2018</u>	Amount:	<u>\$0.00</u>
		Current Contract Total	<u>\$13,968,596.55</u>

Project Identification : Railroad force account work for the Union Depot Multimodal Project
091-595-025 AND
 State Project (SP): 091-595-027 Federal Project UDMT 6211(122)

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

Recitals

1. MnDOT has a contract with the RCRRA identified as MnDOT Contract Number 98171 ("Agreement") to provide The RCRRA designates MnDOT to act as its agent to accept and disburse federal funds made available for the Project.
2. The contract is being amended because final billings from the railroads that are doing the project work will not be available until after the end of the current contract. A year extension of the agreement will give time to complete the billing process and close out the contract.
3. The MnDOT and the RCRRA are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

REVISION 1. Article VII. "TERM OF AGREEMENT" is amended as follows:

TERM OF AGREEMENT. This agreement will be effective upon execution by the RCRRA and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for ~~six (6)~~ seven (7) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

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

RCRRA

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Approved as to form

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

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

By: _____

Title: Director
State Aid for Local Transportation

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

The Ramsey County Regional Railroad Authority met in regular session at 10:00 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman, and Chair-Ortega. Also present were Julie Kleinschmidt, County Manager, and Paul Zisla, Assistant County Attorney.

1. ROLL CALL

2. Agenda of February 7, 2017 is Presented for Approval

VOTING

Motion by: Mary Jo McGuire

Second by: Jim McDonough

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

3. Minutes from January 17, 2017 are Presented for Approval

VOTING

Motion by: Victoria Reinhardt

Second by: Janice Rettman

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

4. Presentation on the 2017 Transitway Impact Research Program

None. For information and discussion only.

5. Transitway Impact Research Program 2017 Funding Request

VOTING

Motion by: Jim McDonough

Second by: Blake Huffman

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

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

WHEREAS, The Transitway Impacts Research Program has requested \$25,000 from the Ramsey County Regional Railroad Authority to research multimodal connections with transitways; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the expenditure of \$25,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impacts Research Program for 2017.

6. Funding Commitment for Project Development Phase of the Gateway Gold Line Project

VOTING

Motion by: Victoria Reinhardt

Second by: Jim McDonough

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

WHEREAS, The Gateway Gold Line Project will provide transit infrastructure improvements in the eastern portion of the Twin Cities; and

WHEREAS, The purpose of the Gateway Gold Line Project is to provide transit service to meet the existing and long-term regional mobility and local accessibility needs for businesses and the traveling public within the project area by providing all-day bi-directional station-to-station service that complements existing and planned express bus service in the corridor; and

WHEREAS, The Gateway Gold Line Project is located in Ramsey and Washington Counties, Minnesota, extending approximately nine miles from Union Depot in downtown Saint Paul to the East Side neighborhoods and the suburbs of Maplewood, Landfall, Oakdale, and Woodbury; and

WHEREAS, As a part of the environmental assessment process underway, Bus Rapid Transit in a dedicated guideway was selected as the Locally Preferred Alternative for the corridor; and

WHEREAS, The next steps in the process will be to transition the Gateway Gold Line Project to the Metropolitan Council as the lead agency and begin the Project Development phase; and

WHEREAS, Metropolitan Council has requested that the Counties Transit Improvement Board commit its \$15,000,000 share of the Project Development phase of the Gateway Gold Line Project; and

WHEREAS, The Counties Transit Improvement Board requires that the Metropolitan Council demonstrates that the other Project Participants (Ramsey and Washington Counties Regional Railroad Authorities) have committed their portions of the funding for the Project Development phase; and

WHEREAS, The Ramsey County Regional Railroad Authority portion of the funding for the Project Development phase is \$2,500,000; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the funding commitment of \$2,500,000 towards the Project Development phase of the Gateway Gold Line Project.

6. **Corridor Updates (Discussion may be found on archived video)**

7. **Adjournment**

The meeting adjourned at 10:31 am.


Sandra Jacobson, Administrative Secretary

Regional Railroad Authority Meeting
February 7, 2017 – ROLL CALL

Call to Order: 10:00 AM

1. ATTENDANCE ROLL CALL

	PRESENT	ABSENT
Toni Carter	☒	
Blake Huffman	☒	
Jim McDonough	☒	
Mary Jo McGuire	☒	
Victoria Reinhardt	☒	
Janice Rettman	☒	
Rafael Ortega	☒	

2. Agenda of February 7, 2017 is presented for approval

Moved: MMcGuire Seconded: J McDonough

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

3. Minutes from January 17, 2017 are presented for approval

Moved: V Reinhardt Seconded: J Rettman

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

PRESENTATION

4. Presentation on the 2017 Transitway Impact Research Program

None. For information and discussion only.

ADMINISTRATIVE ITEMS

5. Transitway Impact Research Program 2017 Funding Request

Moved: J McDonough Seconded: B Huffman

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

6. Funding Commitment for Project Development Phase of the Gateway Gold Line Project

Moved: V Reinhardt Seconded: J McDonough

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

7. Corridor Updates

8. Adjournment

Meeting adjourned at 10:31 am.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-7

Committee: Regional Railroad Authority

Meeting Date: 2/7/2017

SUBJECT: Presentation on the 2017 Transitway Impact Research Program

REQUESTED ACTION

None. For information and discussion only.

EXECUTIVE SUMMARY

Dawn Spanhake, Associate Director – Development and Finance, Center for Transportation Studies, and Andrew Guthrie, Research Fellow at the Humphrey School of Public Affairs, will present to Ramsey County Regional Railroad Authority Board an update on the recent research completed by the Transitway Impact Research Program on, Those Who Need it Most: Maximizing Transit Accessibility and Removing Barriers to Employment in Racially Concentrated Areas of Poverty.

FISCAL IMPACT

None.

COUNTY MANAGER COMMENTS

None.

PREVIOUS ACTION

None.

ATTACHMENTS

1. TIRP Presentation
2. TIRP Handout

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-7

Committee: Regional Railroad Authority

Meeting Date: 2/7/2017

SUBJECT: Presentation on the 2017 Transitway Impact Research Program

REQUESTED ACTION

None. For information and discussion only.

EXECUTIVE SUMMARY

Dawn Spanhake, Associate Director – Development and Finance, Center for Transportation Studies, and Andrew Guthrie, Research Fellow at the Humphrey School of Public Affairs, will present to Ramsey County Regional Railroad Authority Board an update on the recent research completed by the Transitway Impact Research Program on, Those Who Need it Most: Maximizing Transit Accessibility and Removing Barriers to Employment in Racially Concentrated Areas of Poverty.

FISCAL IMPACT

None.

COUNTY MANAGER COMMENTS

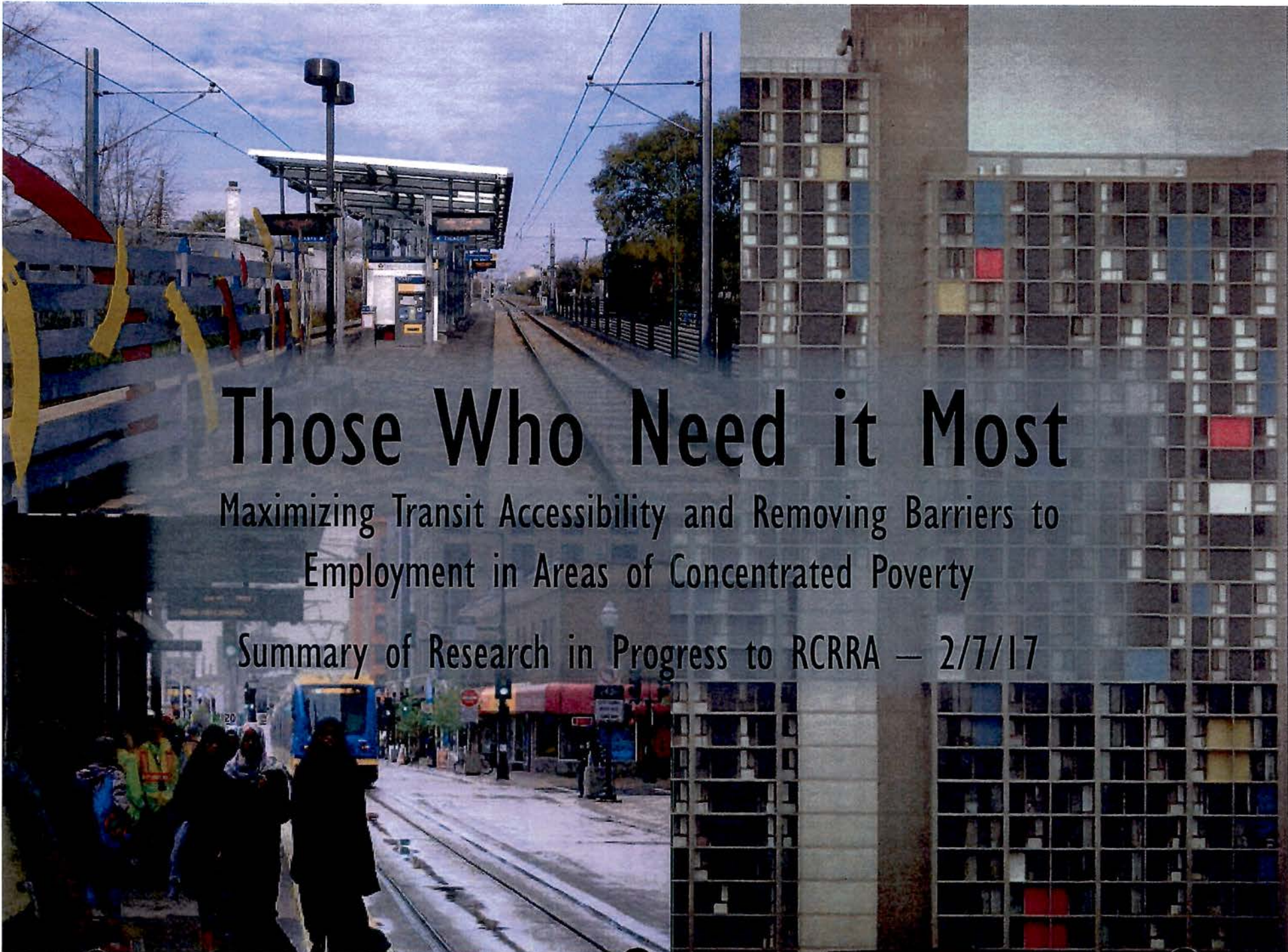
None.

PREVIOUS ACTION

None.

ATTACHMENTS

1. TIRP Presentation
2. TIRP Handout

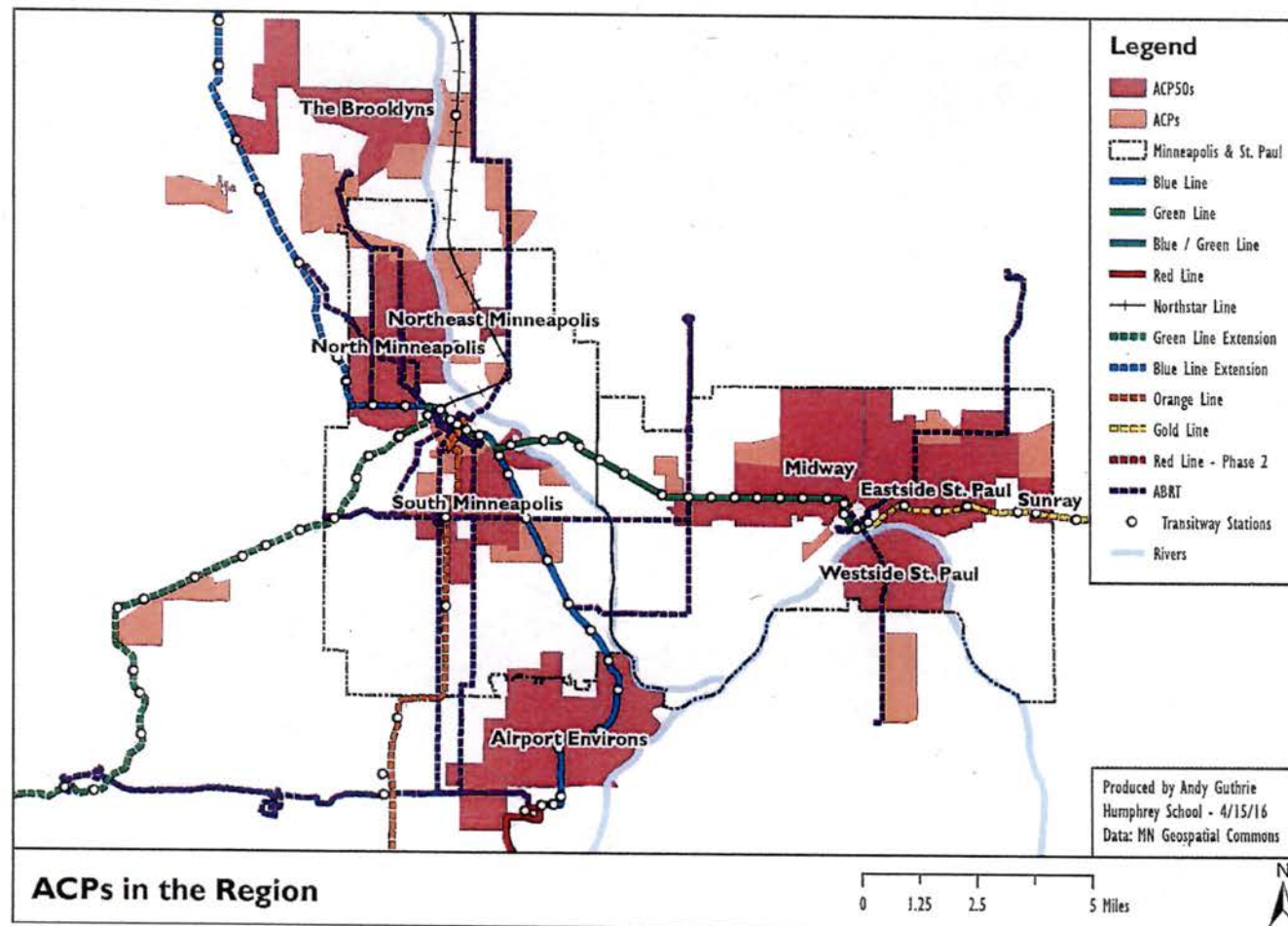


Those Who Need it Most

Maximizing Transit Accessibility and Removing Barriers to
Employment in Areas of Concentrated Poverty

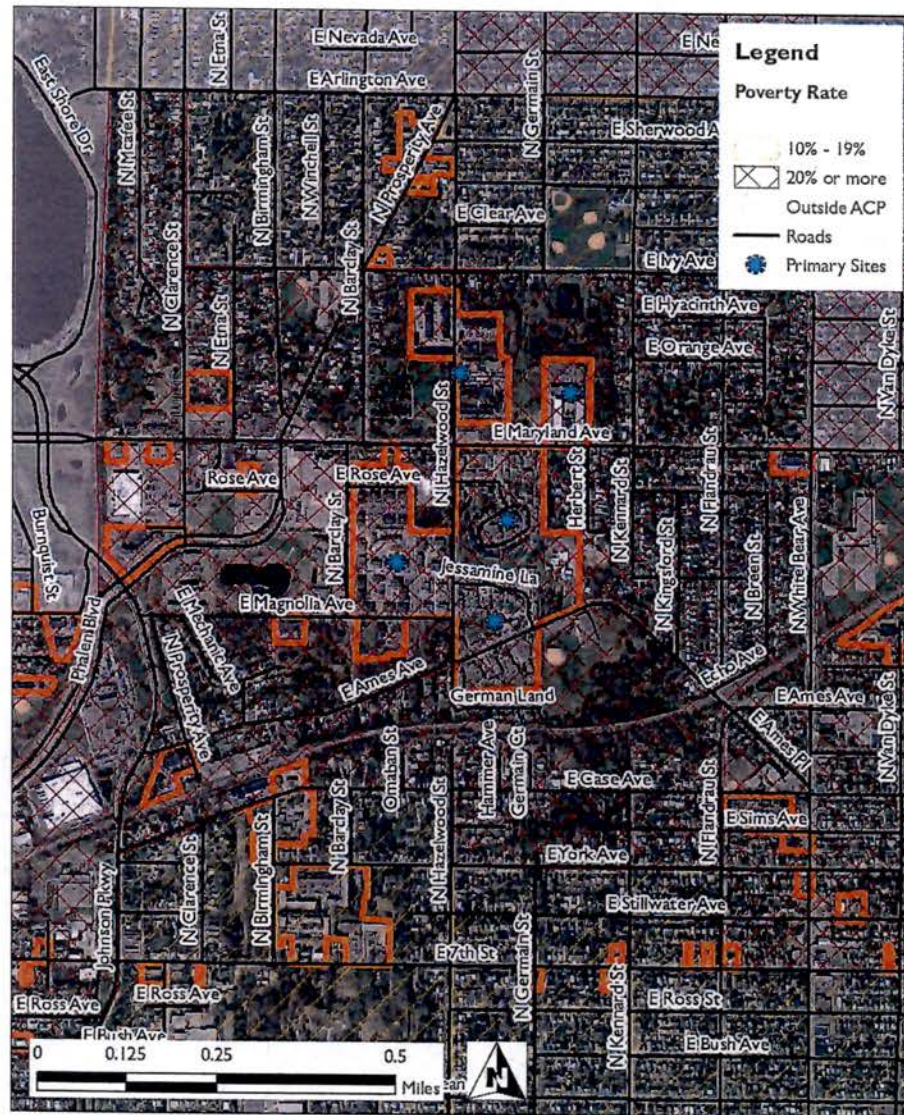
Summary of Research in Progress to RCRRA — 2/7/17

How can we maximize the benefits of transitways for disadvantaged communities?



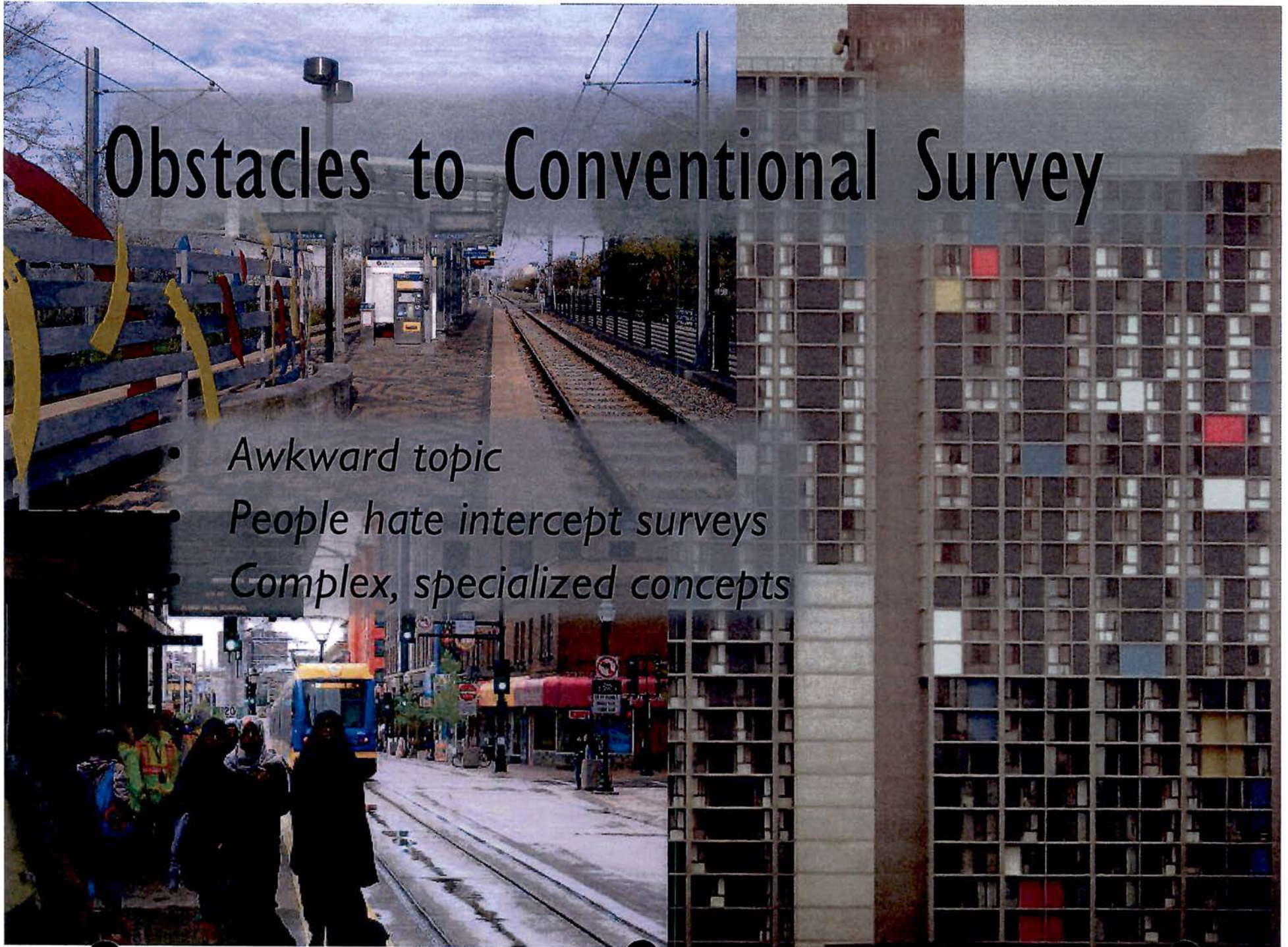


Site Identification



Obstacles to Conventional Survey

- *Awkward topic*
- *People hate intercept surveys*
- *Complex, specialized concepts*



Make it Unusual & Interesting

How long do you need
to **Pedal** 
for a **Smoothie?**

Help us
find out at

Follow us on social media
@TransportationArtLab



Transportation
Art Lab 



Graphically Facilitated Survey

Getting There.....

Please circle the modes and things that help you get around and how often you use them.

Please write where you go.

	Auto	Rarely Sometimes A lot	Where you go: _____
	Public Transit	Rarely Sometimes A lot	_____
	Personal Bicycle	Rarely Sometimes A lot	_____
	Bike Sharing	Rarely Sometimes A lot	_____
	Walking	Rarely Sometimes A lot	_____
	Other	Rarely Sometimes A lot	_____



	Go-To Card	Rarely Sometimes A lot	Where you go: _____
	Cash	Rarely Sometimes A lot	_____
	Cellphone	Rarely Sometimes A lot	_____
	Apps	Rarely Sometimes A lot	_____
	Taxi	Rarely Sometimes A lot	_____
	Other	Rarely Sometimes A lot	_____

Graphically Facilitated Survey

Complete this page if you use transit.

Accessing Transit....

From door to transit stop and vice versa



Accessing from home to transit stop



Please sketch a map and write about access barriers from home to transit.



Home

- Traffic safety
- Personal security
- Nearness of transit stop
- Waiting time
- Winter experience
- Other



Accessing from frequently visited place to transit stop



Please sketch a map and write about access barriers from a frequently visited place to transit stop.



Frequently Visited Place

- Traffic safety
- Personal security
- Nearness of transit stop
- Waiting time
- Winter experience
- Other

Overall Transit Experience

Please share your experiences using transit, including what you like, or dislike and what you would like to see in the future.

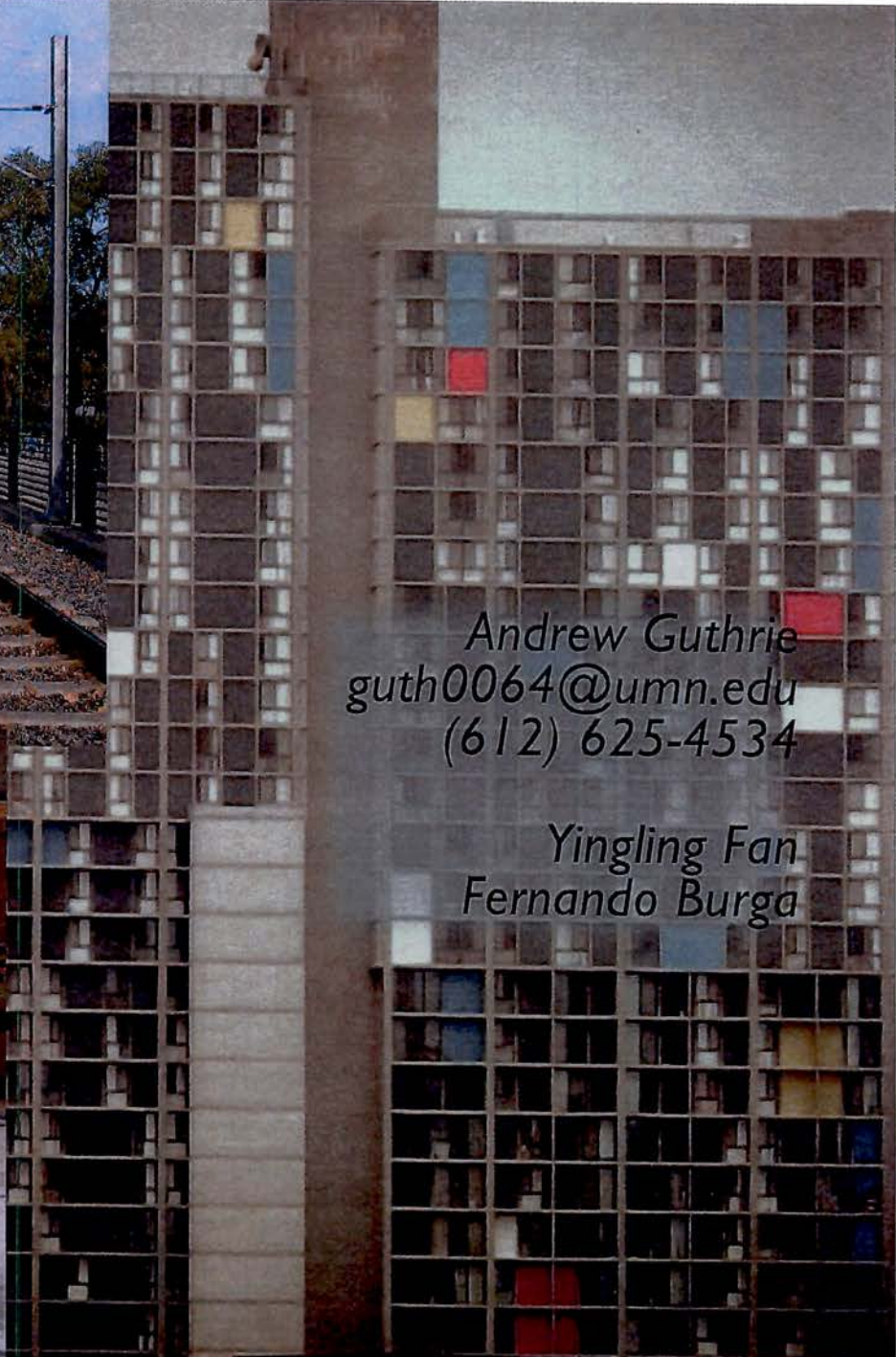
Status

*Survey finalized
Pilot testing complete
Data collection in progress*

Stay tuned for results this spring!



Questions?



Andrew Guthrie
guth0064@umn.edu
(612) 625-4534

Yingling Fan
Fernando Burga



Transitway Impacts Research Program

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

The Transitway Impacts Research Program (TIRP) was launched in 2006 by the Hennepin–University Partnership to answer questions about the economic, travel, and community impacts of transitway corridors in the Twin Cities metropolitan area. TIRP has grown to include a mix of state, regional, and local jurisdictional partners.

The program creates knowledge and information needed to improve planning and decision making for transitway expansion. It also helps educate legislators, agency leaders and staff, and the university research community about current issues, innovations, and trends pertaining to transitways. In addition, the program serves as a national model of interjurisdictional collaboration between government and academia for transitway research, education, and outreach.

TIRP has funded a diverse body of research, including extensive modeling, data analysis, and numerous surveys of residents, transit riders, and business owners both within transit corridors and from the broader region.

(Completed and active and projects are listed on back.) The research is unique in its breadth, scope, and ability to provide real-time analysis of the changes experienced when a region introduces high-quality transit service.

TIRP is designed to provide an objective analysis of the impacts resulting from the region's transitway investments. The collaborative approach and support of local jurisdictions ensures that research is relevant and responds to local needs. The program also provides consistent, objective, and credible data to share with the public.

Funding partners and program supporters: Anoka County, Center for Transportation Studies, Center for Urban and Regional Affairs, Central Corridor Funders Collaborative, City of Bloomington, City of Minneapolis, City of Saint Paul, Dakota County, Federal Transit Administration, Hennepin County, Hennepin–University Partnership, Humphrey School of Public Affairs State and Local Policy Program, ITS Institute, Metropolitan Council, Metro Transit, Minnesota Department of Transportation, Ramsey County, University Metropolitan Consortium, Washington County



Impacts of Transitways						
Project Title	Principal Investigator	Economic Development	Land Use and Value	Travel Behavior	Opportunity and Equity	Neighborhoods
Active Research						
Exploring Walking Tolerance of Transitway Users	Jason Cao		x	x		x
Specific Strategies for Achieving Transit-Oriented Economic Development: Applying National Lessons to the Twin Cities	Yingling Fan	x	x			
Those who Need it Most: Maximizing Transit Accessibility and Removing Barriers to Employment in Racially Concentrated Areas of Poverty	Yingling Fan			x	x	x
Transit Station and Stop Design and Travel Time Perceptions	Yingling Fan			x	x	
Completed Research						
Exploring Strategies for Promoting Modal Shifts to Transitways (2015)	Jason Cao			x		
The Effects of Transitways on Auto Ownership and Auto Use: Evidence from the Hiawatha LRT (2015)	Jason Cao			x		
Economic Development Impacts of Bus Rapid Transit (2015)	Andrew Guthrie	x	x			
Evaluating Twin Cities Transitways Performance and their Interaction with Traffic on Neighboring Major Roads (2015)	John Hourdos			x		
Transportation Impact of Transitways: A Case Study of Hiawatha Light Rail Transit in Minneapolis (2013)	Jason Cao		x	x		
Assessing Neighborhood and Social Influences of Transit Corridors (2011)	Yingling Fan		x		x	x
Impacts of the Hiawatha Light Rail Line on Commercial and Industrial Property Values in Minneapolis (2010)	Jason Cao	x	x			
The Hiawatha Line: Impacts on Land Use and Residential Housing Value (2010)	Edward Goetz	x	x			x
Impact of Twin Cities Transitways on Regional Labor Market Accessibility: A Transportation Equity Perspective (2010)	Yingling Fan	x		x	x	
Understanding the Impacts of Transitways: Demographic and Behavioral Differences between Hiawatha Light-Rail and Other Transit Riders (2009)	Jason Cao			x	x	

For more information:

Dawn Spanhake, Center for Transportation Studies,
612-626-1536, spanh001@umn.edu

cts.umn.edu/TIRP



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

AGENDA

Tuesday, February 07, 2017

Immediately following the Housing and Redevelopment Authority Board Meeting

Council Chambers – Third Floor Court House
15 W. Kellogg Blvd., St. Paul, MN 55102

1. ROLL CALL

2. R2017-12 Agenda of February 7, 2017 is Presented for Approval

Approve the agenda of February 7, 2017.

3. R2017-13 Minutes from January 17, 2017 are Presented for Approval

Approve the minutes from January 17, 2017.

PRESENTATION

4. R2017-7 Presentation on the 2017 Transitway Impact Research Program

None. For information and discussion only.

ADMINISTRATIVE ITEMS

5. R2017-6 Transitway Impact Research Program 2017 Funding Request

Approve the expenditure of \$25,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impact Research Program for 2017.

6. R2017-11 Funding Commitment for Project Development Phase of the Gateway Gold Line Project

Approve the funding commitment of \$2,500,000 towards the Project Development phase of the Gateway Gold Line Project.

7. Corridor Updates

8. Adjournment

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-12

Committee: Regional Railroad Authority

Meeting Date: 2/7/2017

SUBJECT: Agenda of February 7, 2017 is Presented for Approval

REQUESTED ACTION

Approve the agenda of February 7, 2017.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-13

Committee: Regional Railroad Authority

Meeting Date: 2/7/2017

SUBJECT: Minutes from January 17, 2017 are Presented for Approval

REQUESTED ACTION

Approve the minutes from January 17, 2017.

ATTACHMENTS

1. Draft Minutes

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-6

Committee: Regional Railroad Authority

Meeting Date: 2/7/2017

SUBJECT: Transitway Impact Research Program 2017 Funding Request

REQUESTED ACTION

Approve the expenditure of \$25,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impact Research Program for 2017.

EXECUTIVE SUMMARY

The Transitway Impacts Research Program (TIRP) is a cooperative effort between the University of Minnesota and local governments to identify the impacts of transitway developments. Various local governments have participated in the program. Ramsey County Regional Railroad Authority (RCRRA) has been an active participant in the program since 2008. The 2017 request for funding by RCRRA is for \$25,000.

Funding by RCRRA will ensure a stable base level of funding for TIRP activities, and support valuable and timely research on the proposal, Multimodal Connections with Transitways: Ridership, Access Mode and Route Choice Implications.

Sustained, local investment in TIRP is critical to attracting national attention and outside funding. Continued participation in TIRP will help the RCRRA and others understand the potential impacts of transitways.

FISCAL IMPACT

Funding is available in the 2017 operating budget.

COUNTY MANAGER COMMENTS

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

PREVIOUS ACTION

On March 8, 2016, RCRRA authorized \$25,000 for the program in 2016 (R2016-10).

ATTACHMENTS

1. Draft Resolution

Draft Resolution

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

WHEREAS, The Transitway Impacts Research Program has requested \$25,000 from the Ramsey County Regional Railroad Authority to research multimodal connections with transitways; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the expenditure of \$25,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impacts Research Program for 2017.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-11

Committee: Regional Railroad Authority

Meeting Date: 2/7/2017

SUBJECT: Funding Commitment for Project Development Phase of the Gateway Gold Line Project

REQUESTED ACTION

Approve the funding commitment of \$2,500,000 towards the Project Development phase of the Gateway Gold Line Project.

EXECUTIVE SUMMARY

The Gateway Corridor Gold Line Project (Project) will provide transit infrastructure improvements that benefit Ramsey County residents and businesses. The purpose of the Project is to provide transit service to meet the existing and long-term regional mobility and local accessibility needs for businesses and the traveling public within the project area by providing all day bi-directional station-to-station service that complements existing and planned express bus service in the corridor. The Project is located in Ramsey and Washington Counties, extending approximately nine miles from Union Depot in downtown Saint Paul to the East Side neighborhoods and the suburbs of Maplewood, Landfall, Oakdale, and Woodbury. As part of the environmental assessment process, Bus Rapid Transit in a dedicated guideway was selected as the Locally Preferred Alternative for the corridor.

Washington County is currently the lead agency for the Project and is managing the environmental assessment which is expected to be complete in February 2017. The next phase of the Project, known as Project Development, will begin in mid-2017. The Metropolitan Council has begun to transition into the lead agency role and will lead the Project Development phase.

The total cost for the Project Development phase is \$25,000,000. The funding breakdown among the Project Participants, which is consistent with other regional projects, is listed below.

Project Participants	Funding Commitment	Percentage
Counties Transit Improvement Board (CTIB)	\$15,000,000	60
State of Minnesota	\$5,000,000	20
Ramsey County Regional Railroad Authority	\$2,500,000	10
Washington County Regional Railroad Authority	\$2,500,000	10

Metropolitan Council has requested that the Counties Transit Improvement Board (CTIB) commit its share of the Project Development phase funding. For CTIB to provide its funding commitment of \$15,000,000, CTIB requires the Metropolitan Council to demonstrate that the other Project Participants (Ramsey and Washington Counties Regional Railroad Authorities) have committed their portions of the funding for the Project Development phase. The Ramsey County Regional Railroad Authority portion of the funding for the Project Development phase is \$2,500,000. CTIB is asking the Ramsey County Regional Railroad Authority to commit its portion of the funding for the Project Development phase of the Project.

Funding Commitment for Project Development Phase of the Gateway Gold Line Project

The Project is a critical component of the region's transportation system and will improve the competitiveness of Ramsey County in attracting employers and residents. Commitment of the Ramsey County Regional Railroad Authority funding is consistent with Ramsey County goals to cultivate economic prosperity and invest in neighborhoods with concentrated financial poverty and enhancing access to opportunity and mobility for all residents and businesses.

FISCAL IMPACT

Funding for the Ramsey County Regional Railroad Authority's share of the Project Development phase of the Gateway Gold Line Project is available in the Gateway Corridor Capital Project Budget.

COUNTY MANAGER COMMENTS

The Ramsey County Regional Railroad Authority is required to approve any expenditure of funds above \$100,000.

PREVIOUS ACTION

On December 13, 2016, Ramsey County Regional Railroad Authority supported the Refined East End Section of the Locally Preferred Alternative for the Gateway Corridor (Resolution R2016-67).

ATTACHMENTS

1. Draft Resolution

Draft Resolution

WHEREAS, The Gateway Gold Line Project will provide transit infrastructure improvements in the eastern portion of the Twin Cities; and

WHEREAS, The purpose of the Gateway Gold Line Project is to provide transit service to meet the existing and long-term regional mobility and local accessibility needs for businesses and the traveling public within the project area by providing all-day bi-directional station-to-station service that complements existing and planned express bus service in the corridor; and

WHEREAS, The Gateway Gold Line Project is located in Ramsey and Washington Counties, Minnesota, extending approximately nine miles from Union Depot in downtown Saint Paul to the East Side neighborhoods and the suburbs of Maplewood, Landfall, Oakdale, and Woodbury; and

WHEREAS, As a part of the environmental assessment process underway, Bus Rapid Transit in a dedicated guideway was selected as the Locally Preferred Alternative for the corridor; and

WHEREAS, The next steps in the process will be to transition the Gateway Gold Line Project to the Metropolitan Council as the lead agency and begin the Project Development phase; and

WHEREAS, Metropolitan Council has requested that the Counties Transit Improvement Board commit its \$15,000,000 share of the Project Development phase of the Gateway Gold Line Project; and

WHEREAS, The Counties Transit Improvement Board requires that the Metropolitan Council demonstrates that the other Project Participants (Ramsey and Washington Counties Regional Railroad Authorities) have committed their portions of the funding for the Project Development phase; and

WHEREAS, The Ramsey County Regional Railroad Authority portion of the funding for the Project Development phase is \$2,500,000; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the funding commitment of \$2,500,000 towards the Project Development phase of the Gateway Gold Line Project.

The Ramsey County Regional Railroad Authority met in regular session at 9:32 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman, and Chair-Ortega. Also present were Julie Kleinschmidt, County Manager, and Paul Zisla, Assistant County Attorney.

1. ROLL CALL

Commissioners	PRESENT	ABSENT
Ortega, Rafael	x	
Carter, Toni	x	
Huffman, Blake	x	
McDonough, Jim	x	
McGuire, Mary Jo	x	
Reinhardt, Victoria	x	
Rettman, Janice	x	

2. Agenda of March 7, 2017 is Presented for Approval**VOTING**

Motion by: Victoria Reinhardt

Second by: Jim McDonough

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

3. Minutes from February 7, 2017 are Presented for Approval**VOTING**

Motion by: Toni Carter

Second by: Jim McDonough

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

4. Request for Proposals for Design-Build Services for the Union Depot Restaurant

VOTING

Motion by: Victoria Reinhardt

Second by: Jim McDonough

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

WHEREAS, Through Resolution #R2016-15, The Ramsey County Regional Railroad Authority approved an agreement with Kaskaid Hospitality for operation and management of a restaurant and catering services at Union Depot on August 16, 2016, and

WHEREAS, The Agreement provides that Kaskaid Hospitality will work jointly with Ramsey County Regional Railroad Authority on the design and specifications for the new restaurant within the Head House of Union Depot; and

WHEREAS, The restaurant space, including kitchen equipment and furnishings, will be completely renovated and updated through investment by Ramsey County Regional Railroad Authority; and

WHEREAS, The restaurant project, subject to final structural, code and historic preservation requirements, is estimated to cost between \$850,000 and \$1,000,000; and

WHEREAS, Funds for the project are available in the Union Depot capital project budget; and

WHEREAS, The new restaurant will not only serve the needs of passengers, it will also draw patrons for the unique experience of dining in this nationally known historic train station; and

WHEREAS, The Ramsey County Regional Railroad Authority renovated Union Depot into a multi-modal transportation hub; and

WHEREAS, The renovation includes space for passengers and providers of transportation services, a bike center, office and retail, and several event venues; and

WHEREAS, The Ramsey County Regional Railroad Authority's vision for Union Depot includes a community aspect – a place where people can gather and connect; and

WHEREAS, Ramsey County Regional Railroad Authority is requesting approval to issue a Request for Proposals for the design, engineering and construction services of a qualified contractor for the restaurant renovation at Union Depot; and

WHEREAS, The Request for Proposals solicits proposals for services to be substantially completed in third quarter of 2017; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the issuance of a Request for Proposals for design-build services to renovate the restaurant space in the Union Depot Head House for a new restaurant operated by Kaskaid Hospitality, in accordance with the County's procurement policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority Board with a recommendation for selection of a contractor.

5. Corridor Updates (Discussion may be found on archived video)

6. **Adjournment**

The meeting adjourned at 9:37 am.



Sandra Jacobson, Administrative Secretary

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-17

Committee: Regional Railroad Authority

Meeting Date: 4/4/2017

SUBJECT: Minutes from March 7, 2017 are Presented for Approval

REQUESTED ACTION

Approve the minutes from March 7, 2017.

ATTACHMENTS

1. Draft Minutes

Regional Railroad Authority Meeting
March 7, 2017 – ROLL CALL

Call to Order: 9:32 AM

1. ATTENDANCE ROLL CALL

	PRESENT	ABSENT
Toni Carter	☒	☐
Blake Huffman	☒	☐
Jim McDonough	☒	☐
Mary Jo McGuire	☒	☐
Victoria Reinhardt	☒	☐
Janice Rettman	☒	☐
Rafael Ortega	☒	☐

2. Agenda of March 7, 2017 is presented for approval

Moved: VR Seconded: JM

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

3. Minutes from February 7, 2017 are presented for approval

Moved: TC JM Seconded: JM

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

4. Request for Proposals for Design-Build Services for the Union Depot Restaurant

Moved:

VR

Seconded:

JM

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

5. Corridor Updates

6. Adjournment

Meeting adjourned at 9:37 am.

page 20 - project labor agreement



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

AGENDA

Tuesday, March 07, 2017

Immediately following the County Board Meeting

Council Chambers – Third Floor Court House
15 W. Kellogg Blvd., St. Paul, MN 55102

1. **ROLL CALL**

2. **R2017-14 Agenda of March 7, 2017 is Presented for Approval**

Approve the agenda of March 7, 2017.

3. **R2017-15 Minutes from February 7, 2017 are Presented for Approval**

Approve the minutes from February 7, 2017.

4. **R2017-8 Request for Proposals for Design-Build Services for the Union Depot Restaurant**

Authorize the issuance of a Request for Proposals (RFP) for design-build services to renovate the restaurant space in the Union Depot Head House for a new restaurant operated by Kaskaid Hospitality, in accordance with the County's procurement policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority Board with a recommendation for selection of a contractor.

5. **Corridor Updates**

6. **Adjournment**

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-14

Committee: Regional Railroad Authority

Meeting Date: 3/7/2017

SUBJECT: Agenda of March 7, 2017 is Presented for Approval

REQUESTED ACTION

Approve the agenda of March 7, 2017.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-15

Committee: Regional Railroad Authority

Meeting Date: 3/7/2017

SUBJECT: Minutes from February 7, 2017 are Presented for Approval

REQUESTED ACTION

Approve the minutes from February 7, 2017.

ATTACHMENTS

1. Draft Minutes

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-8

Committee: Regional Railroad Authority

Meeting Date: 3/7/2017

SUBJECT: Request for Proposals for Design-Build Services for the Union Depot Restaurant

REQUESTED ACTION

Authorize the issuance of a Request for Proposals (RFP) for design-build services to renovate the restaurant space in the Union Depot Head House for a new restaurant operated by Kaskaid Hospitality, in accordance with the County's procurement policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority Board with a recommendation for selection of a contractor.

EXECUTIVE SUMMARY

On August 16, 2016, per Resolution R2016-15, the Ramsey County Regional Railroad Authority (RCRRA) approved an agreement with Kaskaid Hospitality for operation and management of a restaurant and catering services at Union Depot. The Agreement provides that Kaskaid Hospitality will work jointly with RCRRA on the design and specifications for the new restaurant within the Head House of Union Depot. The areas designated for the restaurant, and particularly the kitchen and mezzanine seating areas, have not been renovated for restaurant use in over twenty years. The restaurant space, including kitchen equipment and furnishings, will be completely renovated and updated through investment by RCRRA per the terms of the executed agreement.

The restaurant project, subject to final structural, code and historic preservation requirements, is estimated to cost between \$850,000 and \$1,000,000. Funds for the project are available in the Union Depot capital project budget.

The new restaurant will not only serve the needs of passengers; it will also draw patrons for the unique experience of dining in this nationally-known historic train station. The RCRRA renovated Union Depot into a multi-modal transit and transportation hub, which includes space for passengers and providers of transportation services, a bike center, office and retail, and several event venues. The RCRRA's vision for Union Depot includes a community aspect – a place where people can gather and connect. The new restaurant will expand the opportunities for the community to gather and connect at Union Depot.

RCRRA is requesting approval to issue a Request for Proposals (RFP) for the design, engineering and construction services of a qualified contractor for the restaurant renovation at Union Depot.

The RFP solicits proposals for design-build services to be substantially completed in third quarter of 2017.

The restaurant will open following completion of the renovation project and start-up activities by Kaskaid Hospitality. The restaurant will operate as the Union Bar and Grill, a concept similar to that of another of Kaskaid Hospitality's restaurants of the same name.

FISCAL IMPACT

Funds for the design-build services are available in the Ramsey County Regional Railroad Authority Union Depot capital project budget.

Request for Proposals for Design-Build Services for the Union Depot Restaurant

COUNTY MANAGER COMMENTS

Issuance of an RFP requires Ramsey County Regional Railroad Authority approval and is consistent with the County Board's direction for an open, fair and competitive solicitation process.

PREVIOUS ACTION

On August 16, 2016, the Ramsey County Regional Railroad Authority approved the Agreement with Kaskaid Hospitality for Operation and Management of a Restaurant and Catering at Union Depot (Resolution R2016-15).

On April 12, 2016, the Ramsey County Regional Railroad Authority approved the Request for Proposals for the Management and Operation of a Restaurant and Catering at Union Depot (Resolution R2016-12).

ATTACHMENTS

1. Draft Resolution
2. Request for Proposals
3. Limited Survey - ACM and Lead-Based Paint Report 022717

DRAFT RESOLUTION

WHEREAS, Through Resolution #R2016-15, The Ramsey County Regional Railroad Authority approved an agreement with Kaskaid Hospitality for operation and management of a restaurant and catering services at Union Depot on August 16, 2016, and

WHEREAS, The Agreement provides that Kaskaid Hospitality will work jointly with Ramsey County Regional Railroad Authority on the design and specifications for the new restaurant within the Head House of Union Depot; and

WHEREAS, The restaurant space, including kitchen equipment and furnishings, will be completely renovated and updated through investment by Ramsey County Regional Railroad Authority; and

WHEREAS, The restaurant project, subject to final structural, code and historic preservation requirements, is estimated to cost between \$850,000 and \$1,000,000; and

WHEREAS, Funds for the project are available in the Union Depot capital project budget; and

WHEREAS, The new restaurant will not only serve the needs of passengers, it will also draw patrons for the unique experience of dining in this nationally known historic train station; and

WHEREAS, The Ramsey County Regional Railroad Authority renovated Union Depot into a multi-modal transportation hub; and

WHEREAS, The renovation includes space for passengers and providers of transportation services, a bike center, office and retail, and several event venues; and

WHEREAS, The Ramsey County Regional Railroad Authority's vision for Union Depot includes a community aspect – a place where people can gather and connect; and

WHEREAS, Ramsey County Regional Railroad Authority is requesting approval to issue a Request for Proposals for the design, engineering and construction services of a qualified contractor for the restaurant renovation at Union Depot; and

WHEREAS, The Request for Proposals solicits proposals for services to be substantially completed in third quarter of 2017; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the issuance of a Request for Proposals for design-build services to renovate the restaurant space in the Union Depot Head House for a new restaurant operated by Kaskaid Hospitality, in accordance with the County's procurement policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority Board with a recommendation for selection of a contractor.



Ramsey County Regional Railroad Authority Request for Proposals ("RFP")

RFP #: RRA0000001030

RFP Title: Design Build Services for the Union Depot Restaurant

First Time Solicitation: Yes

Send response to:
Ramsey County Procurement
210 Court House
15 West Kellogg Boulevard
Saint Paul, MN 55102

Procurement Specialist Name: Ms. Kyle Rahne
Procurement Specialist Email: kyle.rahne@co.ramsey.mn.us
Procurement Specialist Telephone: 651-266-8078
Procurement Specialist Fax: 651-266-8070

Responses must be received by 2:00 p.m. Central time on March 16, 2017.

THIS IS A PRICE INQUIRY. THIS IS NOT AN ORDER.

Terms and Conditions governing this solicitation, including applicable insurance requirements, are included as a part of this document. Ramsey County Regional Railroad Authority has no obligation to place an order as a result of this inquiry.

Solicitation Schedule

Listed below are specific dates and times of actions related to this solicitation. Actions with specific dates and/or times must be completed as indicated unless changed by Ramsey County Regional Railroad Authority ("RCRRA"). With the exception of the anticipated contract start date, in the event that RCRRA or Ramsey County finds it necessary to change any of the specific dates and/or times in the schedule listed below, it will do so by issuing an addendum which will be posted to Onvia DemandStar.

RFP Released: March 8, 2017
Pre Solicitation Response Conference: March 23, 2017, 1:00 pm
Pre Solicitation Response Conference Location: Union Depot, Gateway Room, 214 East Fourth Street, Saint Paul, MN 55101
Contractor Questions Due: March 24, 2017
Addendum with Answers to Questions Issued: March 27, 2017
Solicitation Responses Due: March 30, 2017
Solicitation Public Opening: March 30, 2017
Notice of Intent to Award: April 13, 2017
Anticipated Contract Start Date: May 15, 2017

Solicitation Description

Union Depot Restaurant remodel design build services.

Pre Solicitation Response Conference

A non-mandatory pre solicitation response conference will be held at 1:00 pm Central time, on March 23, 2017 at Union Depot, Gateway Conference Room (take elevator 3 to third floor) 214 East Fourth Street St. Paul, MN 55101. The purpose of the conference is to discuss the work to be performed and allow Contractors to ask questions concerning the solicitation. Questions and answers will be transcribed and posted on Onvia DemandStar after the meeting in the form of an addendum. Individuals needing an interpreter or individuals with a disability needing accommodation should contact the Procurement Specialist identified above prior to the date set for the pre solicitation response conference so that a reasonable accommodation can be made.

1. Project Information

1.1. Purpose

Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota ("RCRRA"), seeks proposals from a qualified "Contractor" for design, engineering, and construction services to remodel a restaurant space at Union Depot ("Project"). Concept and architectural drawings have been developed in sufficient detail and included in this Request for Proposal ("RFP") to permit the successful proposer to arrive at a Guaranteed Maximum Price ("GMP") for the Project. The Project will include development of construction documents, bidding multiple packages and providing complete construction phase services, including construction management. The successful proposer to the RFP may be allowed to self-perform construction services with approval of RCRRA for those portions of the work for which it is the low bidder.

1.2. Background Information

Project services will be provided through a two phase approach. Each phase will be the subject of a separate agreement.

Phase I will result in a design of sufficient detail to permit the successful proposer to arrive at a Guaranteed Maximum Price ("GMP") for the Project.

Phase II will include development of construction documents, bidding multiple packages and providing complete construction phase services, including construction management. The successful proposer to this RFP may be allowed to self-perform construction services with approval of RCRRA for those portions of the work for which it is the low bidder.

1.2.1 Union Depot

Union Depot, constructed in the 1920s, served as the train station for Saint Paul until 1971. From 1971 until 2012 Union Depot was used for various commercial, public and residential purposes including use of part of the facility by the United States Post Office. In 1974 the Head House, or front part of the building, was placed on the National Register of Historic Places.

RCRRA renovated Union Depot in 2011 to 2012 and it is now a unique facility playing a major role in the transformation of the Lowertown area of Saint Paul. At its core, Union Depot is a transportation center offering multiple options for travelers. Hundreds of buses and light rail trains serve Union Depot each day. Union Depot is currently home to Metro Transit bus service and Green Line light rail, regional bus service from Jefferson Lines, Greyhound, and megabus, and is once again the train station of the Twin Cities and a part of the Amtrak national train system. There are several retail and office tenants as well as 39 residential condominium units.

Union Depot also serves as the setting for public events, private functions, arts and cultural festivals, concerts and more. Union Depot welcomes more than 700,000 visitors annually.

Some characteristics of Union Depot include:

- o Historic building, celebrating 90 years in 2016

- o Fully accessible building
- o Part of the St. Paul skyway system
- o Public and contract parking, capacity of 1,300

The facility and events at Union Depot are managed by Jones Lang LaSalle (JLL), an international retail and management corporation. JLL staff will assist RCRRRA in managing the Project. RCRRRA has awarded Kaskaid Hospitality the contract to operate a restaurant and catering service at Union Depot. Staff from Kaskaid Hospitality will provide assistance to RCRRRA in the design, finish selection, furnishings, and equipment selection for the Project but are not authorized to provide any direction to the Contractor.

1.2.2 Project Team

The final design will be developed with the assistance of RCRRRA's Project Team which is made up of JLL staff, Kaskaid Hospitality's staff, and others as determined to be advantageous to the Project ("Project Team"). RCRRRA staff will act as the primary contact for Contractor on the Project.

1.2.3 Project Budget

For purposes of this RFP, Contractors should assume a total construction budget of one million dollars (\$1,000,000). This amount includes, but is not limited to: demolition; full architectural, mechanical, electrical, technology design/drawings; furniture and equipment; construction; and construction administration and management.

1.2.4. Project Schedule

The design development has been completed as have proposed construction drawings based on the desired kitchen layout. All drawings are attached. In Phase I, the Contractor shall complete the services described in this RFP in no more than four (4) weeks from the final execution of the Part 1 Agreement. The schedule for Phase II services will be developed by the Contractor and RCRRRA and included in the Part 2 Agreement. Contractor, and subcontractors, shall have resources available to complete the Project as expeditiously as possible based on permits and mechanical/kitchen equipment availability. Substantial completion target date is September 30, 2017.

See attached samples of the Part 1 and Part 2 Agreements.

1.3. Scope of Services

The Contractor shall provide complete design/engineering, construction, and project management required for the remodel of approximately 6,800 square feet of restaurant space.

1.3.1 Basis of Design

Restaurant design/engineering shall be based on the proposed drawing set, which includes the proposed kitchen equipment layout, attached to this RFP.

The remodel of the Union Depot main floor and mezzanine restaurant will include a complete remodel of the kitchen; a new bar that is open to the Head House with a back bar that will allow for bottle and glass storage, with flat screen TVs and a view of the ticket windows, which will be restored to the historic color; a new stair and lift to the mezzanine; framing the mezzanine floor to one consistent elevation; the addition of a service bar on the mezzanine; and an update of the finishes and lighting in the mezzanine, paying respect to the historic nature of the building.

The furnishings, finishes, flooring, and lighting selections for the restaurant space will be provided by RCRRRA to the contractor at the start of the Phase II services.

1.3.2 Phase I Services

1. Participate in a kickoff meeting at Union Depot with the Project Team to discuss Project goals and review the proposed drawing set.
2. Coordinate and participate in progress meetings as appropriate. Discuss revisions to proposed design for consideration in reducing cost or improving schedule for Phase II services. Identify any material or equipment lead times expected to be more than eight (8) weeks.
3. Provide a design of sufficient detail to arrive upon a Guaranteed Maximum Price for Phase II services.
4. Provide a detailed cost estimate for the Phase II services, which, if accepted by RCRRA, will become the basis of the Part 2 Agreement Guaranteed Maximum Price.

1.3.3 Phase II Services

1. Assist and participate with RCRRA's Project Team in any approval processes required by the City of St. Paul, State of Minnesota, and other permitting agencies having jurisdiction over the Project.
2. Provide coordination with RCRRA's Project Team for all interior design services including all interior finishes such as floor coverings, wall coverings, paint, and millwork.
3. Provide services to layout typical Furniture, Fixtures, and Equipment based on the concepts provided and as modified based on final selections and drawings. (Note: Furniture and kitchen equipment, as agreed upon completion of Phase I, will be provided by RCRRA for installation by Contractor.)
4. Provide full and complete design services for telephone and data distribution, including point of sale equipment and security system, as well as code compliant signage.
5. Prepare documents based on approved Phase I design services and consistent with the provisions of this RFP, including but not limited to, working drawings and specifications setting forth and describing the construction work to be done, the materials to be used, and the work and equipment required ("Construction Documents").
6. Conduct construction bidding services on the biddable subcontractor services and supplies, as determined by RCRRA. This task will include normalizing and comparing all bids. Bid opening(s) will be available to anyone desiring to attend, and shall be observed by a representative of RCRRA. Award subcontracts to the responsive and responsible bidders submitting the lowest price.
7. Provide construction administration services relating to schedule, cost, safety, and quality control.
8. Provide construction services as necessary to complete the Project safely, with highest levels of quality, and within approved budget and schedule. Secure all permits necessary to complete the work. Cost of permits shall be included in the GMP.
9. Provide close-out services, including but not limited to, obtaining final approvals from authorities having jurisdiction, verifying completion of punch-list, providing complete testing and commissioning of new equipment as appropriate, and providing training on new systems to RCRRA.
10. Provide complete document set to RCRRA in hard copy (2) and electronic copy (pdf). Documents include but are not limited to: as-built drawings and specification, operations and maintenance instructions, warranties, extended manufacturer's warranties on all applicable equipment, effective from the date of substantial completion, and contact information for all appropriate contractors, vendors, suppliers, and manufacturers on the Project.
11. Repair or replace products that fail in workmanship within the warranty period. Failures shall be adjusted, repaired, or replaced at no additional cost or reduction in service to RCRRA.
12. Time is of the essence. Phase II services shall be completed in accordance with the schedule developed in Phase I.

1.4. Contractor Qualifications

Contractor shall have the following minimum qualifications:

1. The Contractor and their design consultants shall have worked together on similar projects within the past five years.
2. Each person assigned to the Project shall have demonstrated past experience on similar projects.
3. Staffing resources of competent and experienced full-time employees that are assigned to execute work according to the established schedule.

1.5. Contract Term and Schedule

1.5.1.

The term of the Part 1 Agreement shall begin on the date of final execution.

1.5.2.

The Contractor shall complete all Phase I services within 1 month from the date of final execution of the Part 1 Agreement.

1.5.3.

The completion date for Phase II services shall be subject to negotiation under the Part 1 Agreement.

1.5.4.

Upon completion of all other Phase I services, the successful proposer shall submit a GMP to RCRRA based on the approved design documents, budget, and schedule.

1.5.5.

If RCRRA and the successful proposer are unable to agree on the scope and cost for Phase II, RCRRA reserves the right to terminate its relationship with the successful proposer and seek an alternate relationship and/or seek alternate methods of construction.

1.5.6.

The Contractor may begin phased construction as Construction Documents are completed with approval by RCRRA.

1.6. Costs

1.6.1.

The resulting contracts shall be: 1) a maximum not to exceed contract for partial design (Part 1); and 2) a Guaranteed Maximum Price contract for the balance of the Project (Part 2).

1.6.2.

The solicitation response shall include a maximum not to exceed price for all costs for supplies, materials, equipment, labor, and expenses necessary to perform the partial design work included in the Part 1 Agreement. The Guaranteed Maximum Price for the balance of the work shall be negotiated as part of Phase I services upon completion of the partial design work.

1.6.3.

The contractor is understood to have included in its response price any *applicable* State or Federal sales, excise or other tax on all materials, supplies and equipment that are to be utilized. Do not itemize tax separately.

1.7. Subcontractors

Subcontractors may be used to perform work under the resulting contract.

1.8. Special Project Conditions

1.8.1.

Time is of the essence. Phase I completion prior to four weeks is desired. Phase II substantial completion prior to September 30, 2017 is desired based on availability of mechanical and restaurant equipment. Contractor shall coordinate schedule with RCRRA and the schedule shall accommodate events at Union Depot so that the work does not impact private or public events.

1.8.2

Survey of the space for asbestos containing materials and lead-based paints has been completed. A copy of this survey is included with this RFP. Removal of the noted asbestos containing wrap on the pipe fitting insulation will be completed by others prior to the Project

2. General Solicitation Standard Terms and Conditions

2.1. Solicitation Process

RCRRA will not provide compensation to the Contractor for any expenses incurred for solicitation response preparation. RCRRA expressly reserves the right to amend or withdraw this solicitation at any time and to reject any or all solicitation responses. RCRRA reserves the right to waive any minor irregularities in the solicitation process. All communications during the solicitation process shall be directed to the solicitation contact assigned to the solicitation, as identified on the first page of this solicitation. Contractors shall not have contact with any other RCRRA or Ramsey County employees or elected officials at any time during the solicitation process. Violation of this provision shall disqualify the contractor from consideration.

2.2. Solicitation Questions

All questions concerning this solicitation shall be submitted in writing to the solicitation contact at the fax number or email address listed on the first page of this solicitation document.

2.3. Pre Solicitation Response Conference

The purpose of a pre solicitation response conference is to answer questions, clarify ambiguities and respond to general issues in order to establish a common basis for understanding all of the solicitation requirements. A written summary of the outcome of the conference shall be posted to Onvia DemandStar in the form of an addendum. Contractors shall rely only on the provisions of this solicitation document and any addenda in preparing a solicitation response.

2.4. Solicitation Addenda

Any solicitation changes, additions, alterations, corrections, or revisions shall be made in writing via an addendum within a reasonable time to allow prospective contractors to consider them in preparing their solicitation responses.

2.5. Collusion

Contractors shall not enter into an agreement, participate in any collusion, or otherwise take any action in restraint of free competition in connection with this solicitation or any contract which may result from its acceptance, including actions involving other contractors, competitors,

RCRRA or Ramsey County employees or RCRRA or Ramsey County Board members. Evidence of such activity will result in rejection of the solicitation response.

2.6. Solicitation Response Format and Content

Contractors shall include the following forms and information in their solicitation responses. Responses should be a maximum of 50 pages, including attachments.

2.6.1.

Completed Solicitation Response Form, attached.

2.6.2.

Completed Contractor Information and Reference Form, attached.

2.6.3.

Completed Responsible Contractor Verification and Certificate of Compliance Form, attached.

2.6.4.

Description of the Contractor's cost.

2.6.5.

Description of the Contractor's overall approach or solution.

2.6.6.

Resumes of key Project participants, including prior projects of similar size and scope for which the participants played the same or a similar role as proposed for RCRRA's Project.

2.6.7.

A summary of claims brought against the contractor, subcontractors, and proposed project team members during the past five years related to their goods and/or services, including the date, description of the claim, and the resolution of the claim. Proposers must provide a statement even if there have been no claims against the entities name in the response.

2.6.8.

Submission of a solicitation response constitutes agreement by the contractor that it has read and will comply with all provisions in this solicitation document, including the General Contract/Agreement Terms and Conditions, and any addenda issued, and not on oral statements.

2.6.9.

Solicitation responses shall be signed by a contractor representative authorized to bind the contractor.

2.6.10.

RCRRA reserves the right to accept or reject any and all solicitation responses received and waive any and all minor irregularities.

2.7. Response Submission

Contractors must submit one original and 7 copy (ies) of the solicitation response in writing and unbound. The original shall be submitted in a sealed envelope, with the RFP Title and Number on the outside to the mailing address listed on the first page of this solicitation document. The requested copies shall be packaged together, in a separate sealed envelope, with the RFP Title and Number on the outside to the mailing address listed above. Proposal responses must be received no later than 2:00 P.M., Central time, on March 17, 2017. Faxed, emailed, and oral

solicitation responses will not be considered. The Contractor's name will be read at public opening.

2.8. Solicitation Response

2.8.1.

Upon submission, a solicitation response becomes the property of RCRRA and will not be returned. RCRRA retains the right to use any concept or idea presented in any solicitation response, whether or not that solicitation response is accepted. All information included in the submitted solicitation response will be classified in accordance with Minn. Stat. §13.591 governing data practices.

2.8.2.

The solicitation response shall remain valid for 120 days starting on the solicitation response due date.

2.9. Conditioning Solicitation Responses Upon Other Awards Not Acceptable

Solicitation responses conditioned upon receiving award of both the particular contract being solicited and another RCRRA or Ramsey County contract shall be rejected.

2.10. Solicitation Response Mistakes

2.10.1.

A solicitation response may be withdrawn on written request of the Contractor prior to the solicitation due date and time. Negligence of the Contractor in preparing its response confers no right to withdraw the solicitation response after the solicitation due date and time. Prior to the due date and time, changes may be made, provided the change is initialed by the Contractor's agent. If the intent of the Contractor is not clearly identifiable, the interpretation most advantageous to RCRRA will prevail.

2.10.2.

Any solicitation response, withdrawal, or modification received after the solicitation due date and time shall be considered late and the solicitation response, withdrawal, or modification shall be rejected.

2.10.3.

If the solicitation response includes a unit price calculation and the Contractor has made an error when calculating the extended price, the unit price shall be used for contract award.

2.11. Evaluation and Selection Process

2.11.1. Creation of Evaluation Team

RCRRA shall create an Evaluation Team consisting of RCRRA and Ramsey County employees, consultants, design team, JLL, restaurant operator, or community representatives who represent different backgrounds, experience, subject matter, and departments. After the submission date and time, contractors may have direct communications with Evaluation Team members, RCRRA or Ramsey County employees, RCRRA or Ramsey County elected officials, and RCRRA or Ramsey County consultants only in response to a request from RCRRA or Ramsey County. Violation of this provision shall disqualify the contractor from further consideration.

2.11.2.

The Evaluation Team shall evaluate the written solicitation responses using the following Evaluation Criteria, with the identified maximum points values:

Evaluation Criteria and Maximum Points Value

- 20 Contractor Qualifications (experience, training, technical and professional ability)
- 20 Key Personnel Qualifications (experience, training, technical and professional ability)
- 25 Project Understanding and Approach
- 20 Cost
- 10 Contractor Key Personnel's past experience as a Team
- 05 Contractor Team's experience with restaurant construction or renovation
- 100 Total Possible Points**

2.11.3.

RCRRA reserves the right to interview any or all proposers, or to require a demonstration or a site visit at its discretion. RCRRA is not responsible for any costs incurred by the proposer in preparing for or participating in an interview, demonstration, or site visit.

2.11.4.

If interviews are required, Contractors selected for interviews shall be given enough time to make necessary interview preparation and travel arrangements. All Contractors interviewed shall be given the same amount of time for the interview.

2.11.5.

RCRRA reserves the right to request any additional information at any stage of the solicitation process. Compliance shall be at the contractor's expense.

2.12. Selection

2.12.1.

RCRRA is not bound to accept the lowest cost.

2.12.2.

RCRRA reserves the right to negotiate contract terms contemporaneously and /or subsequently with any number of Contractors as RCRRA deems to be in its best interests.

2.12.3.

A written Notice of Intent to Award shall be sent to the contractor(s) who scored the highest in accordance with the evaluation criteria as stated in the solicitation document.

2.13. Notice of Intent to Award

The following must be submitted in response to a Notice of Intent to Award Letter within 10 business days:

2.13.1.

Taxpayer Identification Number and Certification, I.R.S. Form W-9

2.13.2.

PDF of Contractor's current status with the Minnesota Secretary of State's Certificate of Registration. All Contractors, with the exception of Sole Proprietors, shall be properly registered with the State of Minnesota and submit proof of active registration prior to contract award. Contractor's whose main office is not in the State of Minnesota must register with the

State of Minnesota as a Foreign vendor and provide a PDF of your status with the Minnesota Secretary of State's Certificate of Registration.

2.13.3.

Certificate of Insurance (COI)

2.13.4.

Copies of Apprenticeship Agreements currently in effect for the contractor and subcontractors whose portion of the work is \$100,000 or more; or certificates of registration for the contractor and subcontractors whose portion of the work is \$100,000 or more, whichever is applicable. To the extent a contractor and/or subcontractor whose portion of the work is \$100,000 does not participate in an Apprenticeship program, the contractor and each such subcontractors MUST submit statements to that effect.

2.14. Public Notice

RCRRA and Ramsey County use Onvia DemandStar "DemandStar" to release all competitive solicitations and associated addenda. Onvia offers contractors immediate and automatic notification of solicitation announcements, documents, results, and prior solicitation information 24 hours a day, 7 days a week. Subscription to DemandStar is free by following the DemandStar Registration Instructions. Contractors may contact DemandStar directly by calling 1-800-711-1712. Construction related solicitations shall be published in Ramsey County's official newspaper for three weeks. All other advertising or publishing requirements applicable to the purchase shall be published in Ramsey County's official newspaper for at least two weeks. Public notice of the solicitations shall include a reasonable time to allow for receipt of solicitation responses.

2.15. Trade Secret Information

2.15.1. Trade Secret Information Caution

Solicitation response data marked as, for example, "confidential" or "proprietary" or other similar designation, will not be considered by RCRRA to be Trade Secret Information within the meaning of Minnesota Statutes Chapter 13 unless the data meet the criteria set forth in Section 13.37, subd. 1(b)

2.15.2. No Contingency

The solicitation response shall not be contingent on RCRRA accepting the contractor's claim that certain data is Trade Secret Information within the meaning of Minnesota Statute Section 13.37, subd. 1(b)

2.15.3. Trade Secret Information Review

RCRRA review of data identified as Trade Secret Information will not occur unless and until such time as an appropriate request for the data is made by a third party

2.15.4. Notice of Request for Trade Secret Information

At such time as an appropriate request for data identified in a response as Trade Secret Information is made, RCRRA will provide the bidder with notice of the request for the Trade Secret Information

2.16. Only One Solicitation Response Received

If only one solicitation response is received, an award may be made to the single Contractor if RCRRA finds that the price submitted is fair and reasonable, and that either other Contractors had reasonable opportunity to respond, or there is not adequate time for re-solicitation.

3. General Contract/Agreement Terms and Conditions

3.1. Contract Term and Schedule

Services may not begin until the contract has been fully executed. An expired contract cannot be extended or renewed.

3.2. Form of Contract

In the resulting Part 1 and Part 2 Agreements, the term "Contractor" shall mean "Design/Builder" and the term "RCRRA" shall mean "Owner".

3.2.1.

The initial agreement will be for Phase I services only. The Agreement for Phase I services will use the attached Part 1 Agreement and the Agreement for Phase II services will use the attached Part 2 Agreement.

3.2.2.

RCRRA and the Contractor will enter into a Part 2 Agreement if the parties can agree on the scope of services and the Guaranteed Maximum Price, and the goals for using Small Business Enterprises and women and minorities on the Project workforce.

3.2.3.

Unless otherwise modified, all of the provisions of the Part 1 Agreement for Phase I services shall remain in effect for Phase II services and shall become a part of the Part 2 Agreement.

3.2.4.

Prior to execution of the Part 2 Agreement, the Contractor shall submit: a) a performance bond and a payment bond, each in the full amount of the Construction Cost, using forms provided by RCRRA; and b) a certificate of insurance for any additional insurance to be provided by the successful Contractor for Phase II services. "Construction Cost" means the GMP less design costs and the Contractor's project management fees.

3.3. Payment

3.3.1.

If this is a lump sum contract for supplies, equipment, materials and labor, or construction, invoices shall include any applicable State or Federal sales, excise or other tax. Do not itemize tax separately.

3.3.2.

If this is a contract for supplies, equipment or materials purchased for a golf course or solid waste hauling and recycling, the contractor shall itemize any applicable State or Federal sales, excise or other tax separately on the invoice.

3.3.3.

No payment will be made until the invoice has been approved by RCRRA.

3.3.4.

Payment shall be based on a negotiated payment schedule.

3.4. Application for Payments

3.4.1.

The Contractor may not submit invoices more than once a month.

3.4.2.

Invoices for any goods or services not identified in this Agreement will be disallowed.

3.4.3. Surety Deposit Requirement for Non-Minnesota Construction Contractors

For any one contract where the anticipated contract value of the construction portion of the contract exceeds \$50,000, the department must withhold 8 percent from payments and send the money to the Minnesota Department of Revenue. The department will hold the funds as surety for the payment of state taxes owed as a result of the contract. For more information about this law, including exceptions to the withholding requirement, visit the MN Department of Revenue or Withholding Tax Fact Sheet 12 -- Surety Deposits for Non-Minnesota Construction Contractors.

3.4.4.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

3.4.5.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by RCRRA.

3.4.6.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

3.4.7.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from 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.

3.4.8.

Reimbursement of expenses will be made consistent with RCRRA policies. RCRRA will reimburse only the actual cost of out of pocket expenses incurred for completion of the Project. If reimbursement for travel is permitted, all airfare will first be authorized by RCRRA and will be reimbursed at the lowest cost fare available. Lodging, meals, ground transportation and incidentals necessitated by the resulting contract 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.

3.5. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the

relationship of partners between the parties or as constituting the Contractor as an employee of RCRRRA.

3.6. Successors, Subcontracting and Assignment

3.6.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to RCRRRA in respect to all covenants, contracts and obligations contained in this Agreement.

3.6.2.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement nor assign or transfer any interest in this Agreement without the prior written approval of RCRRRA and subject to such conditions and provisions as RCRRRA may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

3.7. Compliance With Legal Requirements

3.7.1.

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

3.7.2.

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

3.8. Data Practices

3.8.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, 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.

3.8.2.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which RCRRRA or Ramsey County data is contained or which are used to access RCRRRA or Ramsey County data in the course of providing services under this Agreement. Access to RCRRRA and Ramsey County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all RCRRRA and Ramsey County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give RCRRRA and Ramsey County written verification that the data has been purged.

3.9. Security

3.9.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

3.9.2.

Contractors shall report to RCRRA and Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to RCRRA and Ramsey County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as RCRRA and Ramsey County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

3.9.3.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

3.9.4.

RCRRA retains the right to inspect and review the Contractor's operations for potential risks to RCRRA and Ramsey County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

3.9.5.

All RCRRA and all Ramsey County data and intellectual property stored in the Contractor's system is the exclusive property of RCRRA and Ramsey County respectively.

3.10. Indemnification

The Contractor shall indemnify, hold harmless and defend RCRRA and Ramsey County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which RCRRA or Ramsey County, 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, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

3.11. Contractor's Insurance

3.11.1.

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.

3.11.2.

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

3.11.3.

Commercial general liability of no less than \$500,000 per claim, \$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.

3.11.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

3.11.3.2.

The Contractor is required to add RCRRA and Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

3.11.4.

Professional liability of no less than \$1,000,000 per claim and \$2,000,000 aggregate limit.

3.11.4.1.

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 the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

3.11.5.

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

3.11.6.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts.

3.11.7.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to RCRRA upon written request.

3.11.8.

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-.

3.11.9.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to RCRRA.

3.11.10.

Except as set forth in this section, either the Contractor or its insurer shall provide RCRRA with prior notice of any lapse in the insurance required under this Agreement, including cancellation, non-renewal or material change in coverage. However, if Contractor is providing services to clients, customers, patients or inmates on behalf of RCRRA, Contractor shall notify its insurer that RCRRA is requiring third party notice of mid-term cancellation per Minnesota Statutes Section 60A.36, Sub 2a, and Contractor's certificate of insurance shall indicate that its insurer will provide such notice.

3.11.11.

Nothing in the Agreement shall constitute a waiver by RCRRA of any statutory or common law immunities, defenses, limits, or exceptions on liability.

3.12. Audit

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

3.13. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

RCRRA:

xxx

Contractor:

xxx

If the name and/or address of the above-identified representatives changes, notice of such change shall be given to the other party in accordance with the provisions of this section.

3.14. Non-Conforming Services

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

Agreement. The rights and remedies of RCRRA provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

3.15. Setoff

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

3.16. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to RCRRA. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

3.17. Respectful Workplace and Violence Prevention

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

3.18. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

3.19. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client 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 by the Board of RCRRA Commissioners. RCRRA may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of RCRRA Commissioners. Upon receipt of the RCRRA's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to RCRRA.

3.20. Termination

3.20.1. Termination by RCRRA

3.20.1.1.

RCRRA may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify RCRRA upon the commencement of such proceedings or other action.

3.20.1.2.

RCRRA may terminate this Agreement if the Contractor violates any material term or condition of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement. In the event that RCRRA exercises its right of termination under this Paragraph, it shall submit written notice to the Contractor and its surety, if any, specifying the reasons therefore. Termination shall be immediately effective upon the failure of the Contractor to cure the default within ten (10) business days of receipt of the notice of default. Upon termination, the Contractor shall take all actions necessary to discontinue further commitments of funds, and RCRRA shall take possession of the site and of all materials and finish the services by whatever method RCRRA may deem expedient.

3.20.1.3.

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

3.20.1.4.

This Agreement may be terminated by RCRRA upon immediate written notice to the Contractor in the event that the Project is abandoned. If such termination occurs, RCRRA shall pay the Contractor for services completed and for proven loss sustained upon materials, equipment, tools, construction equipment and machinery.

3.20.1.5.

Any termination by RCRRA shall be without prejudice to the rights of RCRRA to pursue other remedies against the Contractor.

3.20.2. Termination by the Contractor

3.20.2.1.

If RCRRA fails to make payment of undisputed amounts or otherwise violates any material term or condition of this Agreement the Contractor may give written notice that the Contractor intends to terminate this Agreement, giving the specific reasons therefore. Termination shall be immediately effective upon the failure of RCRRA to cure the default within ten (10) business days of receipt of the notice of default. A good faith dispute by RCRRA regarding the amount of payment and failure to pay disputed amounts, which is subject to the provisions of the Minnesota Prompt Payment Act, does not constitute grounds for termination by the Contractor under this paragraph.

3.21. Interpretation of Agreement; Venue

3.21.1.

The 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.

3.21.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

3.22. Protection of Persons and Property

3.22.1.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, RCRRA employees and other persons who may be affected; the Contractor's work and materials and equipment which are under the care, custody and control of the Contractor or any of the Contractor's subcontractors; and other property at the Project site or adjacent thereto.

3.22.2.

Unless otherwise directed by RCRRA's Authorized Representative, the Contractor shall promptly remedy damage or loss to property caused in whole or in part by the Contractor, its employees, officers, or subcontractor(s), or anyone directly employed by any of them, or by anyone for whose acts any of them may be liable.

3.23. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

3.24. Title - Risk of Loss

3.24.1.

Title to goods and/or all associated documentation shall pass to RCRRA upon payment by RCRRA for goods and/or associated documentation; or for construction projects, upon incorporation of the goods into the Project.

3.24.2.

RCRRA shall be relieved from all risks of loss or damage to goods, and/or all documentation prior to the time title passes to RCRRA as described above. The Contractor shall not be responsible for loss or damage to goods and/or documentation occasioned by negligence of RCRRA or its employees.

3.25. Submittals

3.25.1. Submittals

No portion of the work requiring submission of a shop drawing, drawing, manufacturer's literature, test data or other information, or a sample shall be commenced until the submittal has been approved by RCRRA.

3.26. Clean Up

The Contractor shall at all times keep RCRRA premises free from accumulation of waste materials or rubbish caused by its operations.

3.27. Debarment and Suspension

When RCRRA is using federal funds for a purchase of \$25,000 or over, the federal government prohibits RCRRA from purchasing from a party that has been debarred or suspended under federal debarment laws, executive orders, and regulations. In addition, Ramsey County has enacted Ordinance 2013-330 Ramsey County Debarment Ordinance that prohibits RCRRA from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

3.28. Diverse Workforce Inclusion

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the web sites below:

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

Job Connect and the Construction Hiring Connection provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers, and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through JobConnect@co.ramsey.mn.us or call 651-779-5652.

3.29. Project Labor Agreement

RCRRA has not yet determined whether a Project Labor Agreement (PLA) will or will not be required for this Project. RCRRA's decision regarding the need for a PLA will be included in an addendum to the solicitation document prior to the submission due date.

3.30. 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 signed by both parties.

3.31. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between RCRRA and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

4. Special Contract Terms and Conditions: Design/Build

4.1. The Part 1 Agreement will have the following provisions:

4.1.1. No additional special terms and conditions.

4.2. The Part 2 Agreement will also include the following provisions:

4.2.1. Phase II Performance and Payment Bond Requirements

4.2.1.1.

The Contractor shall furnish a Performance and Payment bond, both meeting the following conditions:

4.2.1.1.1.

Issued by a bonding company licensed to do business in Minnesota.

4.2.1.1.2.

On the current list of Companies Holding Certificates of Authority as acceptable Sureties on Federal Bonds and as acceptable reinsuring companies as published in Circular 570 (Amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

4.2.1.1.3.

All bonds signed by an agent must be accompanied by a certified copy of the authority to act.

4.2.1.1.4.

Duly executed, notarized and updated Acknowledgment of both the Principal and Surety and the Surety's Power of Attorney must be attached to each of the two required bonds.

4.2.1.1.5.

Bond amounts shall not exceed the single bond limit for the Contractor's bonding company as set forth in the Federal Register current as of the bid date.

4.2.1.1.6.

Checks are not accepted in lieu of a Bond.

4.2.1.2.

The bonds shall each be in the amount of 100% of the Construction Cost. The term "contract", as used herein, shall include the original agreement plus all subsequent change orders and/or amendments. The contract price to which the principal is bound shall be the amount of the Construction Cost as reflected by the terms of the contract.

4.2.1.3.

The bonds shall cover the faithful performance of the Contract and the payments of all obligations arising thereunder. The Part 2 Agreement will not be signed until RCRRA has received the proper bonds specified under this section.

4.2.1.4.

Bonds shall indemnify RCRRA for any loss sustained by RCRRA on account of or by reason of the acts of the Contractor or the acts of anyone else directly or indirectly employed by the Contractor in the performance of the services for the Project.

4.2.2. Phase II Insurance

4.2.2.1.

The Part 2 Agreement will include the following language regarding insurance:

4.2.2.1.1.

During Phase II, the Contractor shall continue to maintain the insurance coverage required for Phase I services, except that Section 3.10.3 of the Part 1 Agreement is revised to read as follows:

"3.10.3. Commercial general liability of no less than \$500,000 per claim, \$5,000,000 per occurrence, \$5,000,000 project aggregate, \$5,000,000 products/completed operations total limit, \$5,000,000 personal injury and advertising liability. Coverage shall include contractual liability and XCU (explosion, collapse and underground). Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion."

4.2.2.2.

In addition, the Contractor may be required to maintain additional coverage as appropriate for the Project, including Builder's Risk Coverage.

4.2.2.3.

If the Contractor is required to carry Builder's Risk, the following language will be included in the Part 2 Agreement:

4.2.2.3.1.

The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the Construction Cost under the Contract on a replacement cost basis without optional deductibles.

4.2.2.3.2.

Property insurance shall cover risks of direct physical loss unless the loss is limited by coverage from or caused by a peril excluded, and shall include insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Contractor's services and expenses required as a result of such insured loss.

4.2.2.3.3.

The Contractor shall include RCRRA as an additional insured as their interests may appear on the property insurance required by this subparagraph and shall furnish to RCRRA one copy of the Certificate of Insurance which shall specifically set forth evidence of coverage required by this subparagraph. If RCRRA is damaged by the failure of the Contractor to procure or maintain such insurance, then the Contractor shall be liable for all damages, injury, costs and expenses, including attorneys' fees, arising out of or resulting from the Contractor's failure to procure or maintain such insurance.

4.2.2.3.4.

The Contractor as fiduciary shall have the power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Contractor's exercise of this power; if such objection is made, the dispute shall be resolved by arbitration if agreed to by both parties. The Contractor as fiduciary shall, in the case of arbitration, make settlement with insurers in accordance with directions of the arbitrators. If

distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

4.2.2.3.5.

A loss insured under the insurance required by this section shall, at the discretion of RCRRA, be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in similar manner.

4.2.2.4.

If RCRRA will provide property insurance, the following language will be included in the Part 2 Agreement:

4.2.2.4.1. Property Insurance

RCRRA shall purchase and maintain, in a company or companies authorized to do business in the jurisdiction in which the Project is located, property insurance upon the Work to the fullest insurable value thereof on a replacement cost basis, subject to a deductible of \$100,000 per occurrence. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than RCRRA has an insurable interest in the property required by this Section 2) to be insured, whichever is earlier. This insurance shall include interests of RCRRA, the Contractor, and their respective contractors and subcontractors in the Project. The Contractor, its subcontractors and sub-subcontractors are responsible for the deductible of \$100,000 per occurrence under RCRRA's property coverage and all other costs and losses related to the Project not covered by RCRRA's property insurance.

4.2.2.4.2.

Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, falsework, terrorism, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the services and expenses of the Contractor's Architect and other professionals required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

4.2.2.4.3.

Unless otherwise provided, RCRRA shall purchase and maintain such boiler and machinery insurance required by this Part 2 Agreement or by law, which shall specifically cover such insured objects during installation and until final acceptance by RCRRA. This insurance shall include interests of RCRRA, the Contractor, the Contractor's contractors and subcontractors in the Project, and the Contractor's Architect and other design professionals.

4.2.2.4.4.

Before an exposure to loss may occur, RCRRA shall file with the Contractor a copy of a Certificate of Insurance for each policy that includes insurance coverages required by this Section 2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor.

4.2.2.4.5.

RCRRA and the Contractor waive all rights against each other and the Architect and other design professionals, contractors, subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section xxx or other property insurance applicable to the Project, except such rights as they may have to proceeds of such insurance held by RCRRA as trustee. RCRRA or Contractor, as appropriate, shall require from Contractors and subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of the parties enumerated in this Section 2. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

4.2.2.4.6.

RCRRA as trustee shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing, within five (5) days after such notification of RCRRA's intent to exercise this power; if such objection be made, the parties shall enter into dispute resolution under procedures provided in this Part 2 Agreement. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

4.2.2.4.7.

A loss insured under RCRRA's property insurance shall be adjusted by RCRRA as fiduciary and made payable to RCRRA as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section xxx.6. The Contractor shall pay contractors their shares of insurance proceeds received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require contractors to make payment to their subcontractors in similar manner.

4.2.2.4.8.

Partial occupancy or use prior to Substantial Completion shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. RCRRA and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall not, without mutual written consent, take any action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of coverage.

4.2.3. Diverse Workforce Initiative

4.2.3.1.

Ramsey County has a goal of continuing to increase participation of qualified minorities and women in each RCRRA construction project. RCRRA has established a goal of 6 % women and 32 % minority goal for site workforce utilization for the Project.

4.2.4. Prevailing Wage (Construction and Labor)

4.2.4.1.

Contractors and all subcontractors of the Contractor shall conform to the labor laws of the State of Minnesota, Ramsey County Prevailing Wage Ordinance No. 2013-329, 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 unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which unions do not have jurisdiction.

The terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" as used in the contract, 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.

4.2.4.2.

Pursuant to the Ramsey County Prevailing Wage Ordinance No. 2013-329, the Prevailing Wage Rate must be paid under any contract with RCRRA or under a subcontract to that contract with RCRRA with an anticipated Project completion cost or anticipated contract value of over \$25,000.

4.2.4.3.

Throughout the term of this Agreement, the Contractor shall submit Certified Payroll Records within 14 days of the end of a pay period and in accordance with the requirements of Ramsey County Prevailing Wage Ordinance No. 2013-329. Failure of the Contractor to submit the Certified Payroll Records in accordance with the Ordinance may result in criminal or civil enforcement by RCRRA or Ramsey County, including, but not limited to termination of the agreement for cause, withholding of payments, and assessment of liquidated damages.

4.2.5. Utilization of Certified Vendors

Ramsey County has adopted the Principles for Inclusiveness in Contracting Program ("IICP") in order to increase the participation of small businesses ("SBEs") in Ramsey County's purchasing activities. The SBE utilization goal for this RCRRA Project is 11%.

AGREEMENT BETWEEN OWNER AND DESIGN/BUILDER FOR THE XXXX
PART 1 AGREEMENT

1. DESIGN/BUILDER
2. OWNER
3. OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC DATA
4. TIME
5. PAYMENTS
6. DISPUTE RESOLUTION -- MEDIATION AND ARBITRATION
7. BASIS OF COMPENSATION
8. OTHER CONDITIONS AND SERVICES

AGREEMENT is made

BETWEEN the Owner:

Ramsey County Regional Railroad Authority
Union Depot, Suite 200214 4th Street East
Saint Paul, MN 55101

and the Design/Builder:

XXX

For the following Project:

XXXX as described in the Owner's Request for Proposals ("RFP") # XXXXXXXXXXXX - RFP NAME including addenda.

The Design/Builder will provide services in two (2) phases:

Phase I: Programming, schematic design, design development and cost estimating leading to a Guaranteed Maximum Price. See attached **Exhibit A --Scope of Work**, from the Owner's RFP # XXXXXXXXXXXX - RFP NAME, attached hereto and made a part of this Part 1 Agreement; and attached **Exhibit B -- Design/Builder Services Proposal**, attached hereto and made part of this Part 1 Agreement, for a description of Phase I services.

Phase II: Balance of design, construction documents, bidding, construction services, and Project closeout. See **Exhibits A and B** for descriptions of Phase II services. Phase II services will be provided using the Design/Build delivery method.

The architectural, landscape architectural, civil, structural, mechanical, and electrical engineering services for the Services described in Article 1 of this Part 1 Agreement will be provided by the following persons or entities lawfully licensed to practice architecture or engineering in the State of Minnesota, both of which shall be referred to as the "Architect" in this Part 1 Agreement and the Part 2 Agreement with respect to their respective scopes.

Name and address	Registration Number	Relationship to Design/Builder

The Owner and the Design/Builder agree as set forth below.

TERMS AND CONDITIONS -- PART 1 AGREEMENT

ARTICLE 1 DESIGN/BUILDER

§ 1.1 SERVICES

§ 1.1.1 Programming, schematic design, design development, project scheduling and cost estimating leading to a Guaranteed Maximum Price for Phase II of the Project.

§ 1.2 RESPONSIBILITIES

§ 1.2.1 Design services required by this Part 1 Agreement shall be performed by qualified architects and other design professionals. The contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design/Builder. Prior to the termination of the services of the Architect or any other design professional designated in this Part 1 Agreement, the Design/Builder shall identify to the Owner in writing another architect or design professional with respect to whom the Owner has no reasonable objection, who will provide the services originally to have been provided by the Architect or other design professional whose services are being terminated. The Design/Builder shall be responsible for any additional costs associated with the other architectural or design professionals.

§ 1.2.2 The agreements between the Design/Builder and the persons or entities identified in this Part 1 Agreement, and any subsequent modifications, shall be in writing. These agreements, including financial arrangements with respect to this Project, shall be promptly and fully disclosed to the Owner upon request.

§ 1.2.3 Construction budgets shall be prepared by qualified professionals, cost estimators or contractors retained by and acting in the interest of the Design/Builder.

§ 1.2.4 The Design/Builder shall be responsible to the Owner for acts and omissions of the Design/Builder's employees, subcontractors and their agents and employees, including the Architect and other design professionals, performing any portion of the Design/Builder's obligations under this Part 1 Agreement.

§ 1.2.5 If the Design/Builder believes or is advised by the Architect or by another design professional retained to provide services on the Project that implementation of any instruction received from the Owner would cause a violation of any applicable law, the Design/Builder shall notify the Owner in writing. Neither the Design/Builder nor the Architect shall be obligated to perform any act which either believes will violate any applicable law.

§ 1.2.6 Nothing contained in this Part 1 Agreement shall create a contractual relationship between the Owner and any person or entity other than the Design/Builder.

§ 1.2.7 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design professional practicing under similar conditions at the same time and locality of the Project.

§ 1.3 BASIC SERVICES

§ 1.3.1 The Design/Builder shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other, as described in Exhibits A and B and as identified herein.

§ 1.3.2 The Design/Builder shall visit the site, become familiar with the local conditions, and correlate observable conditions with the requirements of the Owner's program, schedule, and budget.

§ 1.3.3 The Design/Builder shall review laws applicable to design and construction of the Project, correlate such laws with the Owner's program requirements, and if the Design/Builder is aware of any violations, advise the Owner if any program requirement may cause a violation of such laws. Necessary changes to

the Owner's program shall be accomplished by appropriate written modification or disclosed as described in Section 1.2.2.

§ 1.3.4 The Design/Builder shall support the Owner's efforts to submit, file, and obtain on behalf of the Owner: all easements, zoning variances and legal authorizations regarding site utilization where essential to the execution of the Owner's program; and support the Owner's efforts to obtain the **Conditional Use Permit, historic district reviews, and licensures** needed for the Project.

§ 1.3.5 The Design/Builder will manage a "Participatory Planning Process" that is centered around a Core Planning Group ("CPG") of key decision makers from the Design/Builder's Team, Property Management, and the tenant department, who will work to evaluate design options using criteria established by the CPG. The following tasks and activities are included in these services, which will be rendered in a series of meetings which include at a minimum: **XXXXX**

§ 1.3.6 At the conclusion of the Phase I services, the Design/Builder shall submit to the Owner a Proposal, including the Design Development Documents; a statement of the proposed Guaranteed Maximum Price based on the Design Development Documents; a statement of the Small Business Enterprises ("SBE") **utilization and labor goals for Phase II services that have been** approved by the Owner; and a proposed schedule for Phase II Project Services that shows Substantial Completion of the Project no later than **XXX**. The Design Development Documents shall consist of drawings, outline specifications or other documents to a percentage completion that is adequate for the Design/Builder to submit a Guaranteed Maximum Price for Phase II of the Project. The Owner reserves the right to enter into a Part 2 Agreement with the Design/Builder; or to enter into a Part 2 Agreement with a third party if the Owner and the Design/Builder are unable to reach agreement on a Part 2 Agreement within a reasonable period of time after submission of the above-identified documents by the Design/Builder, as determined by the Owner.

§ 1.4 ADDITIONAL SERVICES

§ 1.4.1 The Additional Services described under this Section 1.4 shall be provided by the Design/Builder and paid for by the Owner only if authorized or confirmed in writing by the Owner.

§ 1.4.2 Making revisions in the final, Owner-approved Design Development Documents, budget or other documents when such revisions are:

- 1.4.2.1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program, Project schedule or Project budget;
- 1.4.2.2 due to material changes required as a result of the Owner's failure to render decisions within the time periods specified in this Part 1 Agreement.

ARTICLE 2 OWNER

§ 2.1 RESPONSIBILITIES

§ 2.1.1 The Owner shall provide supplemental information in a timely manner regarding changes in the requirements for the Project as described in **Exhibit A**.

§ 2.1.2 The Owner designates **XXXXX** or designee as its representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Design/Builder in order to avoid unreasonable delay in the orderly and sequential progress of the Design/Builder's services. The Owner may obtain independent review of the documents by a separate architect, engineer, contractor, or cost estimator under contract to or employed by the Owner. Such independent review shall be undertaken at the Owner's expense in a timely manner and shall not delay the orderly progress of the Design/Builder's services.

§ 2.1.3 The Owner shall disclose, to the extent known to the Owner, the results and reports of prior tests, inspections or investigations conducted for the Project involving: structural or mechanical systems; chemical, air and water pollution; hazardous materials; or other environmental and subsurface

conditions. The Owner shall disclose all information known to the Owner regarding the presence of pollutants at the Project's site.

§ 2.1.4 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Design/Builder's Applications for Payment, except in relation to any dispute between the parties.

§ 2.1.5 The Owner shall communicate with persons or entities employed or retained by the Design/Builder through the Design/Builder, unless otherwise directed by the Design/Builder.

§ 2.1.6 The Owner shall promptly obtain easements, zoning variances and legal authorizations regarding site utilization where essential to the execution of the Owner's program. Owner shall obtain Conditional Use Permit as needed for the Project.

§ 2.1.7 The Owner shall provide all necessary access to the project site, including any easements, land rights, or other land agreements.

ARTICLE 3 OWNERSHIP AND USE OF ELECTRONIC DATA AND DOCUMENTS

§ 3.1

§ 3.1.1 The Owner owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works created under this Part 1 Agreement and for which the Design/Builder has received Final Payment. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire".

§ 3.1.2 "Electronic Data" means any and all items resulting from the use of any software program stored in digital format on hard disks, floppy disks, zip drives, CD-ROM discs, magnetic tapes of all types and kinds, microfiche, punched cards, punched tape, computer chips (including but not limited to EPROM, PROM, ROM and RAM of any kind) or in any other vehicle for digital data storage or transmittal, including labels appended to or associated with any physical storage device associated with each original and each copy.

§ 3.1.3 "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, created or originated by the Design/Builder, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract that are actually provided to the Owner as deliverables, that are deliverables in draft form or still "in-progress", or that are expected to become part of the deliverables. "Works" includes "Documents". "Documents" are comprised of written and electronic forms of deliverables created under the terms of this Part 1 Agreement, and of Electronic Data including the originals of any data or databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Design/Builder, its employees, agents or subcontractors, in the performance of services under the terms of this Part 1 Agreement.

§ 3.1.4 The Documents actually provided to the Owner as Deliverables, that are Deliverables in draft form or still "in-progress", or that are expected to become part of the Deliverables will be the exclusive property of the Owner upon payment in accordance with the provisions of this Part 1 Agreement, and all such Documents must be immediately provided to the Owner by the Design/Builder upon termination of this Part 1 Agreement or upon request. For Deliverables in draft form or still "in-progress", or that are expected to become part of the Deliverables, "Final Payment" means payment of the cost for the services provided to create the Documents to the then-current stage of completion. The Design/Builder assigns all right, title, and interest it may have in the Work to the Owner for which it has received Final Payment.

§ 3.1.5 The Design/Builder must, at the request of the Owner, execute all reasonable papers and perform all other reasonable acts necessary to transfer or record the Owner's ownership interest in the Documents. The Documents shall be submitted to the Owner, upon request, prior to the Owner making Final Payment to the Design/Builder.

§ 3.1.6 Documents in electronic form shall be provided to the Owner in both native format and PDF. The Design/Builder may retain copies of the Documents only for purposes of performance under the terms of this Part 1 Agreement and for its records as part of the Project file and may not use any such Documents for any other purposes without the prior written consent of the Owner except that the Architect may reuse details and specifications contained in the Works and Documents which have been developed by the Architect as the Architect's standards for similar public projects.

§ 3.2 Whether or not the Part 2 Agreement is executed, the Owner shall have the right to use the drawings, specifications, and other documents and electronic data furnished by the Design/Builder without the written permission of the Design/Builder. Such use shall be at the Owner's risk.

ARTICLE 4 TIME

§ 4.1 Within ten (10) business days of execution of this Part 1 Agreement, the Design/Builder shall prepare a Project Schedule for the performance of the Basic Services, which shall not exceed the time limits contained in Exhibit A of this Part 1 Agreement; which allows for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project; and which shows completion of all services under this Part 1 Agreement no later than XXXX, as provided in the Owner's Preliminary Project Schedule.

§ 4.2 If, as a result of Force Majeure, the Design/Builder's services under this Part 1 Agreement have not been completed by XXX, the parties shall mutually agree to either terminate this Part 1 Agreement or to execute a Change Order regarding changes in scope, schedule, and compensation, if any. Failure of the parties to execute a Change Order within ten (10) business days of the above-identified date shall result in automatic termination of this Part 1 Agreement.

§ 4.3 The Design/Builder shall immediately notify the Owner if it determines that it may not meet the XXX, completion date, and advise the Owner of actions it is and will undertake to complete the services within the project schedule so as to meet the XXX, deadline.

ARTICLE 5 PAYMENTS

§ 5.1 There will be no initial payment upon execution of this Part 1 Agreement.

§ 5.2 Payments for Basic Services, Additional Services, and Reimbursable Expenses provided for in this Part 1 Agreement shall be made monthly on the basis set forth in Article 7.

§ 5.3 Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount

§ 5.4 Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Design/Builder exceed the percentage of project completion, as determined by the Owner.

§ 5.5 Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

§ 5.6 Invoices shall show applicable Minnesota sales tax of 6.875% separately. Each invoice must include a progress report on achievement of project SBE and Workforce goals. No payment will be made until the invoice and progress report have been approved by the County.

§ 5.7 The Design/Builder may not submit invoices more than once a month.

§ 5.8 Invoices for any goods or services not identified in this Agreement will be disallowed.

§ 5.9 Surety Deposit Requirement for Non-Minnesota Construction Contractors

For any one contract where the anticipated contract value of the construction portion of the contract exceeds \$50,000, the department must withhold 8 percent from payments and send the money to the Minnesota Department of Revenue. The department will hold the funds as surety for the payment of state taxes owed as a result of the contract. For more information about this law, including exceptions to the withholding requirement, visit the MN Department of Revenue or Withholding Tax Fact Sheet 12 -- Surety Deposits for Non-Minnesota Construction Contractors.

§ 5.10 Reimbursement of expenses will be made consistent with Owner policies. The Owner will reimburse only the actual cost of out of pocket expenses incurred for completion of the project. If reimbursement for travel is permitted, all airfare will first be authorized by the Owner and will be reimbursed at the lowest cost fare available. Lodging, meals, ground transportation and incidentals necessitated by the resulting contract 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.

ARTICLE 6 DISPUTE RESOLUTION -- MEDIATION AND ARBITRATION

§ 6.1 Claims, disputes or other matters in question between the parties to this Part 1 Agreement arising out of or relating to this Part 1 Agreement or breach thereof may be subject to and decided by mediation or arbitration only if agreed to in writing by both parties.

ARTICLE 7 BASIS OF COMPENSATION

The Owner shall compensate the Design/Builder in accordance with Article 5, Payments, and the other provisions of this Part 1 Agreement as described below.

§7.1 COMPENSATION FOR BASIC SERVICES

§7.1.1 FOR PHASE I BASIC SERVICES, compensation shall be as follows:

The Owner shall pay the Design/Builder for services actually rendered on a time and materials basis, at the hourly rates set forth in **Exhibit C**, attached hereto and made a part of this Agreement, which are inclusive of expenses, at actual cost up to a maximum not to exceed sum of \$~~XXX~~ for Phase I services with an assumed construction cost of \$~~XXX~~. Phase II fees for the Design/Builder will be included in the GMP accepted by the Owner at the end of Phase I.

§ 7.1.2 PAYMENTS shall be as follows:

Invoices will be forwarded to the Owner by the 10th day of each month for services performed in the previous month. The Owner shall pay invoices (with no retainage), within thirty-five (35) calendar days of receipt of the invoice, provided, however, that the Owner's cumulative payments to the Design/Builder shall at no time exceed the percentage Project completion as determined by the Owner.

§ 7.2 COMPENSATION FOR ADDITIONAL SERVICES

§ 7.2.1 FOR ADDITIONAL SERVICES, compensation shall be as follows:

For Additional Services performed by the Design/Builder and its subcontractors, cost shall be calculated using the hourly rates listed in **Exhibit C**, plus reimbursable expenses at actual cost. The Design/Builder shall not perform Additional Services until the parties have executed a Change Order, including scope, schedule and compensation terms.

§ 7.3 REIMBURSABLE EXPENSES

§ 7.3.1 Phase One fees shall include all reimbursable expenses.

§ 7.3.2 FOR REIMBURSABLE EXPENSES, compensation shall be a multiple of ONE (1.0) times the amounts expended.

§ 7.4 DIRECT PERSONNEL EXPENSE is defined as the direct salaries of personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, to include the following: employment taxes and other statutory employee benefits, employee specific insurance, pensions, and similar contributions and benefits. They shall be billed per the billing rates in Exhibit C. The parties acknowledge that the method by which the Design/Builder has established its billing rates for the listed job classifications is not subject to audit.

ARTICLE 8 OTHER CONDITIONS AND SERVICES

§ 8.1 The Basic Services to be performed under this Part 1 Agreement shall be commenced within ten (10) business days of final execution of this Part 1 Agreement, and, subject to authorized adjustments and to delays not caused by the Design/Builder, shall be completed in accordance with the provisions of § 4.1 of this Part 1 Agreement. If the Design/Builder believes that a delay by the Owner in making a timely decision will result in an extension to the Design/Builder's completion date, then the Design/Builder shall notify the Owner and the parties shall agree on the impact, if any, to the Design/Builder's completion date.

§ 8.2 See **Exhibit A** for the Owner's Scope of Work.

§ 8.3 The Owner's General Terms and Conditions are attached hereto and made a part of this Part 1 Agreement as **Exhibit D**.

§ 8.4 It is the intention of the parties to execute a Part 2 Agreement for Phase II of this Project. However, if the parties are unable to agree on the Project scope and/or the Guaranteed Maximum Price for Phase II, the Owner reserves the right to terminate its relationship with the Design/Builder and seek an alternate relationship and/or seek alternate methods of construction. All documents, drawings, and specifications created under this Part 1 Agreement shall be the property of the Owner subject to the provisions of Article 3 of this Part 1 Agreement.

§ 8.5 The Owner and the Design/Builder will incorporate into the Part 2 Agreement activities regarding utilization of certified Small Business Enterprises and workforce diversity that build on the inclusiveness in contracting models developed and used on prior Owner projects, as a means of making a good faith effort towards achievement of the SBE utilization and labor goals determined pursuant to the provisions of paragraph 1.3.5 of this Part 1 Agreement.

§ 8.6 The Design/Builder will develop and incorporate into its services under this Part 1 Agreement sustainable architecture guidelines and specifications for Phase II of the Project, subject to approval by the Owner.

§ 8.7 This Part 1 Agreement includes the following:

Exhibit A -- Scope of Work (Excerpt from the Owner's Request for Proposals # **XXXXXX** - RFP Design Build)

Exhibit B -- Design/Builder/Design Team Services (Excerpt from Design/Builder's proposal)

Exhibit C -- Billing Rate Schedule

Exhibit D -- General Terms and Conditions

§ 8.8 All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

Owner: **xxx**

Design/Builder: **xxx**

If the name and/or address of the above-identified representatives changes, notice of such change shall be given to the other party in accordance with the provisions of this section.

Exhibit A to the Part 1 Agreement

Scope of Work

(Excerpt from the Owner's RFP # **XXXXXX**- **RFP NAME**)

Exhibit B to the Part 1 Agreement

Design/Builder Services

(Excerpt from Design/Builder's proposal to Owner's RFP # XXXXXXXXXXXX - RFP NAME)

Billing Rate Schedule

General Terms and Conditions

Note: For Purposes of this Exhibit D, the term "Contractor" shall mean "Design/Builder" and the term "RCRRA" shall mean "Owner" as those terms are defined in the Part 1 Agreement.

1. Independent Contractor

The Design/Builder is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners between the parties or as constituting the Design/Builder as an employee of the Owner.

2. Successors, Subcontracting and Assignment

2.1.

The Design/Builder binds itself, its partners, successors, assigns and legal representatives to the Owner in respect to all covenants, contracts and obligations contained in this Agreement.

2.2.

The Design/Builder shall not enter into any subcontract for performance of any services under this Agreement nor assign or transfer any interest in this Agreement without the prior written approval of the Owner and subject to such conditions and provisions as the Owner may deem necessary. The Design/Builder shall be responsible for the performance of all subcontractors.

3. Compliance with Legal Requirements

3.1.

The Design/Builder shall comply with all applicable federal, state and local laws, local ordinances, and the rules and regulations of any regulatory body acting thereunder and with the provisions of all licenses, certifications and other requirements necessary for the execution and completion of the contract.

3.2.

Unless otherwise provided in the agreement, the Design/Builder, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

3.3.

Prior to entering into a contract with Owner, a domestic corporation must submit a Certificate of Good Standing issued by the Minnesota Secretary of State's office pursuant to Minn. Stat. §5.12, and a foreign corporation must submit a Certificate of Authority issued by the Minnesota Secretary of State's Office pursuant to Minn. Stat. §303.03. The Design/Builder shall maintain a Certificate of Good Standing or a Certificate of Authority, as applicable, and shall submit the Certificate upon request by the Owner, throughout the term of the agreement and including amendments to renew as and if allowed by the contract.

4. Data Practices

4.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Design/Builder's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, 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.

4.2.

The Design/Builder shall take all reasonable measures to secure the computers or any other storage devices in which Owner data is contained or which are used to access Owner data in the course of providing services under this Agreement. Access to Owner data shall be limited to those persons with a need to know for the provision of services by the Design/Builder. Except where client services are provided, at the end of the Project all Owner data will be purged from the Design/Builder's computers and storage devices used for the Project and the Design/Builder shall give the Owner written verification that the data has been purged.

5. Security

5.1.

The Design/Builder is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

5.2.

Design/Builders shall report to Owner any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the Owner not more than 7 business days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the Owner may reasonably request. The Design/Builder is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

5.3.

Design/Builder must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

5.4.

The Owner retains the right to inspect and review the Design/Builder's operations for potential risks to Owner operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

5.5.

All Owner data and intellectual property stored in the Design/Builder's system is the exclusive property of the Owner.

6. Indemnification

The Design/Builder shall indemnify, hold harmless and defend the Owner, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the Owner, 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 Design/Builder, or

its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Design/Builder's obligations pursuant to this Agreement.

7. Design/Builders' Insurance

7.1.

The Design/Builder shall purchase and maintain such insurance as will protect the Design/Builder from claims which may arise out of, or result from, the Design/Builder's operations under this Agreement, whether such operations are by the Design/Builder 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.

7.2.

Throughout the term of this Agreement, the Design/Builder shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the Owner contracting department evidencing such coverage to the Owner throughout the term of this Agreement.

7.2.1

Commercial general liability of no less than \$500,000 per claim, \$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

7.2.2.

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

7.2.3

RCRRA and Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to ongoing and completed operations of the Design/Builder, using ISO endorsement form CG 20 10 and 20 37 or the equivalent.

7.2.4

Professional liability of no less than \$1,000,000 per claim and \$2,000,000 aggregate limit.

7.2.5

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 the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

7.3.

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

7.4.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts.

7.5.

If the Design/Builder is driving on behalf of the Owner as part of the Design/Builder's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

7.6.

These are minimum insurance requirements. It is the sole responsibility of the Design/Builder to determine the need for and to procure additional insurance which may be needed in connection with this Agreement.

7.7.

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

7.8.

The Design/Builder shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the Owner.

7.9.

All Certificates of Insurance shall provide that the insurer give the Owner prior written notice of cancellation or non-renewal of the policy as required by the provisions of Minn. Stat. Ch. 60A, as applicable.

7.10.

Nothing in the Agreement shall constitute a waiver by the Owner of any statutory or common law immunities, defenses, limits, or exceptions on liability.

8. Audit

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

9. Non-Conforming Services

The acceptance by the Owner of any non-conforming goods/services under the terms of this Agreement or the foregoing by the Owner of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the Owner'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 Owner provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

10. Setoff

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

11. Conflict of Interest

The Design/Builder shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Design/Builder warrants that it is not now aware of any facts that create a conflict of interest. If the Design/Builder hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the Owner. Full written disclosure shall include, but is not

limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

12. Respectful Workplace and Violence Prevention

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

13. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

14. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Design/Builder 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 by the RCRRA Board of County Commissioners. The Owner may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the RCRRA Board of County Commissioners. Upon receipt of the Owner's notice of termination of this Agreement the Design/Builder shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the Owner.

15. Termination

15.1. Termination by the Owner

15.1.1.

The Owner may immediately terminate this Agreement if any proceeding or other action is filed by or against the Design/Builder seeking reorganization, liquidation, dissolution, or insolvency of the Design/Builder under any law relating to bankruptcy, insolvency or relief of debtors. The Design/Builder shall notify the Owner upon the commencement of such proceedings or other action.

15.1.2.

The Owner may terminate this Part 1 Agreement if the Design/Builder violates any material term or condition of this Part 1 Agreement or does not fulfill in a timely and proper manner its obligations under this Part 1 Agreement. In the event that the Owner exercises its right of termination under this Paragraph, it shall submit written notice to the Design/Builder and its surety, if any, specifying the reasons therefore. Termination shall be immediately effective upon the failure of the Design/Builder to cure the default within ten (10) business days of receipt of the notice of default. Upon termination, the Design/Builder shall take all actions necessary to discontinue further commitments of funds, and the Owner shall take possession of the site and of all materials and finish the Phase I Services by whatever method the Owner may deem expedient.

15.1.3.

The Owner may terminate this Part 1 Agreement without cause upon giving at least thirty (30) business days written notice thereof to the Design/Builder. In such event, the Design/Builder shall be entitled to receive compensation for services provided in accordance with this Agreement up to and including the effective date of termination.

15.1.4.

This Part 1 Agreement may be terminated by the Owner upon immediate written notice to the Design/Builder in the event that the Project is abandoned. If such termination occurs, the Owner shall pay the Design/Builder for services completed and for proven loss sustained upon materials, equipment, tools, construction equipment and machinery.

15.1.5.

Any termination by the Owner shall be without prejudice to the rights of the Owner to pursue other remedies against the Design/Builder.

15.2. Termination by the Contractor

15.2.1.

If the Owner fails to make payment of undisputed amounts or otherwise violates any material term or condition of this Part 1 Agreement the Design/Builder may give written notice that the Design/Builder intends to terminate this Part 1 Agreement, giving the specific reasons therefore. Termination shall be immediately effective upon the failure of the Owner to cure the default within ten (10) business days of receipt of the notice of default. A good faith dispute by the Owner regarding the amount of payment and failure to pay disputed amounts, which is subject to the provisions of the Minnesota Prompt Payment Act, does not constitute grounds for termination by the Design/Builder under this paragraph.

16. Interpretation of Agreement; Venue

16.1.

The 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.

16.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

17. Warranty

The Design/Builder warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

18. Alteration

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

19. Title - Risk of Loss

19.1

Title to goods and/or all associated documentation shall pass to the Owner upon payment by the Owner for goods and/or associated documentation; or for construction projects, upon incorporation of the goods into the Project.

19.2

The Owner shall be relieved from all risks of loss or damage to goods, and/or all documentation prior to the time title passes to the Owner as described above. The Design/Builder shall not be responsible for loss or damage to goods and/or documentation occasioned by negligence of the Owner or its employees.

20. Submittals

No portion of the work requiring submission of a shop drawing, drawing, manufacturer's literature, test data or other information, or a sample shall be commenced until the submittal has been approved by the Owner.

21. Clean Up

The Design/Builder shall at all times keep Owner premises free from accumulation of waste materials or rubbish caused by its operations.

22. Lobbying

For all contracts involving over \$150,000 in federal funds, the Design/Builder must sign the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements, attached to this RFP, and submit it as part of the proposal contents.

23. Safety Compliance

23.1

The Design/Builder and all subcontractors shall at all times during the performance of the Work under this Part 2 Agreement be and remain in compliance with and responsible for any conditions imposed upon the Owner by OSHA requirements.

23.2

A risk control program must be implemented on site during this project.

24. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the Owner and the Design/Builder to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

AGREEMENT BETWEEN OWNER AND DESIGN/BUILDER FOR THE XXXX
PART 2 AGREEMENT

1. GENERAL PROVISIONS
2. OWNER
3. DESIGN/BUILDER
4. TIME
5. PAYMENTS
6. PROTECTION OF PERSONS AND PROPERTY
7. INSURANCE AND BONDS
8. CHANGES IN THE WORK
9. CORRECTION OF WORK
10. DISPUTE RESOLUTION -- MEDIATION AND ARBITRATION
11. MISCELLANEOUS PROVISIONS
12. BASIS OF COMPENSATION
13. OTHER CONDITIONS AND SERVICES

AGREEMENT made

BETWEEN the Owner:

Ramsey County Regional Railroad Authority
Union Depot, Suite 200214 4th Street East
St. Paul, MN 55101

and the Design/Builder:

XXXX

For the following Project:

XXX, as described in the Owner's Request for Proposals ("RFP") # XXXXX - RFP NAME,
including addenda.

This Project is made up of two (2) phases. See the Part 1 Agreement for the description of the Phase I services provided by the Design/Builder.

This Part 2 Agreement includes the balance of design, construction documents, bidding, and construction services for the Project. See **Exhibit A** - Scope of Work, attached hereto and made a part of this Part 2 Agreement, for a description of Phase II services. Phase II services will be provided using the Design/Build delivery method.

The architectural, landscape architectural, civil, structural, mechanical, and electrical engineering services for the services described in Article 3 of this Part 2 Agreement will be provided by the following persons or entities, lawfully licensed to practice architecture or engineering in the State of Minnesota, both of which shall be referred to as the "Architect" in this Part 2 Agreement with respect to their respective scopes.

Name and address	Registration Number	Relationship to Design/Builder

The Owner and the Design/Builder agree as set forth below.

TERMS AND CONDITIONS -- PART 2 AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 The Contract Documents consist of the Part 1 Agreement, including the Exhibits, to the extent not modified by this Part 2 Agreement; the Design/Builder's Design Documents approved by the Owner under the Part 1 Agreement; this Part 2 Agreement; the Construction Documents approved by the Owner in accordance with Section 3.2.3 of this Part 2 Agreement; and Modifications issued after execution of this Part 2 Agreement. A Modification is a Change Order to this Part 2 Agreement signed by both parties, or a Construction Change Directive issued by the Owner in accordance with Section 8.3 of this Part 2 Agreement. If there are inconsistencies among the Contract Documents or among the attachments to this Part 2 Agreement, the more detailed shall prevail over the general and the inconsistencies shall be interpreted in favor of the Owner.

§ 1.1.2 The term "Work" means all design, bidding, and construction services provided by the Design/Builder to fulfill the Design/Builder's obligations.

§ 1.2 EXECUTION, CORRELATION AND INTENT

§ 1.2.1 It is the intent of the Owner and the Design/Builder that the Contract Documents include all items necessary for proper execution and completion of the Work. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Design/Builder shall be required only to the extent consistent with and reasonably inferable from the Contract Documents as being necessary to produce the intended results. Words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.2 If the Design/Builder believes or is advised by the Architect or by another design professional retained to provide services on the Project that implementation of any instruction received from the Owner would cause a violation of any applicable law, the Design/Builder shall notify the Owner in writing. Neither the Design/Builder nor the Architect shall be obligated to perform any act which either believes will violate any applicable law.

§ 1.2.3 Nothing contained in this Part 2 Agreement shall create a contractual relationship between the Owner and any person or entity other than the Design/Builder.

§ 1.3 OWNERSHIP AND USE OF ELECTRONIC DATA AND DOCUMENTS

§ 1.3.1 The Owner owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works created under this Part 2 Agreement and for which the Design/Builder has received Final Payment. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire".

§ 1.3.2 "Electronic Data" means any and all items resulting from the use of any software program stored in digital format on hard disks, floppy disks, zip drives, CD-ROM discs, magnetic tapes of all types and kinds, microfiche, punched cards, punched tape, computer chips (including but not limited to EPROM, PROM, ROM and RAM of any kind) or in any other vehicle for digital data storage or transmittal, including labels appended to or associated with any physical storage device associated with each original and each copy.

§ 1.3.3 "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, created or originated by the Design/Builder, its employees, agents, and subcontractors, either individually or jointly with

others in the performance of this contract that are actually provided to the Owner as deliverables, that are deliverables in draft form or still "in-progress", or that are expected to become part of the deliverables. "Works" includes "Documents". "Documents" are comprised of written and electronic forms of deliverables created under the terms of this Part 2 Agreement, and of Electronic Data including the originals of any data or databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Design/Builder, its employees, agents or subcontractors, in the performance of services under the terms of this Part 2 Agreement.

§ 1.3.4 The Documents actually provided to the Owner as Deliverables, that are Deliverables in draft form or still "in-progress", or that are expected to become part of the Deliverables will be the exclusive property of the Owner upon payment in accordance with the provisions of this Part 2 Agreement, and all such Documents must be immediately provided to the Owner by the Design/Builder upon termination of this Part 2 Agreement or upon request. For Deliverables in draft form or still "in-progress", or that are expected to become part of the Deliverables, "Final Payment" means payment of the cost for the services provided to create the Documents to the then-current stage of completion. The Design/Builder assigns all right, title, and interest it may have in the Work to the Owner for which it has received Final Payment.

§ 1.3.5 The Design/Builder must, at the request of the Owner, execute all reasonable papers and perform all other reasonable acts necessary to transfer or record the Owner's ownership interest in the Documents. The Documents shall be submitted to the Owner, upon request, prior to the Owner making Final Payment to the Design/Builder.

§ 1.3.6 Documents in electronic form shall be provided to the Owner in both native format and PDF. The Design/Builder may retain copies of the Documents only for purposes of performance under the terms of this Part 2 Agreement and for its records as part of the Project file and may not use any such Documents for any other purposes without the prior written consent of the Owner except that the Architect may reuse details and specifications contained in the Works and Documents which have been developed by the Architect as the Architect's standards for similar public projects.

§ 1.3.7 The Owner shall have the right to use the drawings, specifications, and other documents and electronic data furnished by the Design/Builder without the written permission of the Design/Builder. Such use shall be at the Owner's risk.

ARTICLE 2 OWNER

§ 2.1 The Owner designates **XXX** as its representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine documents submitted by the Design/Builder and shall render decisions in a timely manner and in accordance with the schedule accepted by the Owner. The Owner may obtain independent review of the Contract Documents by a separate architect, engineer, contractor or cost estimator under contract to or employed by the Owner. Such independent review shall be undertaken at the Owner's expense in a timely manner and shall not delay the orderly progress of the Work.

§ 2.2 The Owner may appoint an on-site project representative to observe the Work and to have such other responsibilities as the Owner and the Design/Builder agree to in writing.

§ 2.3 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Design/Builder's Applications for Payment, except in relation to any dispute between the parties.

§ 2.4 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or nonconformity with the Construction Documents, the Owner shall give prompt written notice thereof to the Design/Builder.

§ 2.5 The Owner shall communicate with persons or entities employed or retained by the Design/Builder through the Design/Builder, unless otherwise directed by the Design/Builder.

ARTICLE 3 DESIGN/BUILDER

§ 3.1 SERVICES AND RESPONSIBILITIES

§ 3.1.1 Design services required by this Part 2 Agreement shall be performed by qualified architects and other design professionals. The contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design/Builder. Prior to the termination of the services of the Architect or any other design professional designated in this Part 1 Agreement, the Design/Builder shall identify to the Owner in writing another architect or design professional with respect to whom the Owner has no reasonable objection, who will provide the services originally to have been provided by the Architect or other design professional whose services are being terminated. The Design/Builder shall be responsible for any additional costs associated with the other architectural or design professionals.

§ 3.1.2 The agreements between the Design/Builder and the persons or entities identified in this Part 2 Agreement, and any subsequent modifications, shall be in writing. These agreements, including financial arrangements with respect to this Project, shall be promptly and fully disclosed to the Owner upon request.

§ 3.1.3 The Design/Builder shall be responsible to the Owner for acts and omissions of the Design/Builder's employees, subcontractors and their agents and employees, and other persons, including the Architect and other design professionals, performing any portion of the Design/Builder's obligations under this Part 2 Agreement.

§ 3.2 BASIC SERVICES

§ 3.2.1 The Design/Builder's Basic Services are described below and in Article 14.

§ 3.2.2 The Design/Builder designates **XXXX** as its representative authorized to act on the Design/Builder's behalf with respect to the Project.

§ 3.2.3 The Design/Builder shall submit Construction Documents for review and approval by the Owner in accordance with the Project Schedule, attached hereto and made a part of this Part 2 Agreement as **Exhibit B**. Construction Documents may include drawings, specifications, and other documents and electronic data setting forth in detail the requirements for construction of the Work, and shall:

3.2.3.1 Develop in greater detail the intent of the Design Documents approved by the Owner under the Part 1 Agreement and as outlined in **Exhibit C-GMP Calculations/Schedule of Values**, attached hereto and made a part of this Part 2 Agreement;

3.2.3.2 Provide information for use by those in the building trades; and

3.2.3.3 Include documents customarily required for regulatory agency approvals.

§ 3.2.4 The Design/Builder shall provide or cause to be provided and shall pay for design services, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.2.5 The Design/Builder shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under this Part 2 Agreement.

§ 3.2.6 The Design/Builder shall keep the Owner informed of the progress and quality of the Work by submission of monthly progress reports including narratives of Inclusiveness In Contracting results/Small Business Enterprise utilization and workforce results, change log narratives, schedule, budget updates, and major issues resolution.

§ 3.2.7 The Design/Builder shall be responsible for correcting Work which does not conform to the Contract Documents.

§ 3.2.8 The Design/Builder warrants to the Owner that materials and equipment furnished under this Part 2 Agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the construction will be free from faults and defects, and that the construction will conform with the requirements of the Contract Documents. Construction not conforming to these requirements, including substitutions not properly approved by the Owner, shall be corrected in accordance with Article 9 of this Part 2 Agreement.

§ 3.2.9 Except as otherwise provided herein, the Design/Builder shall pay all sales, consumer, use and similar taxes which had been legally enacted as of the date of execution of this Part 2 Agreement, and shall secure and pay for the building, mechanical, electrical, pollution control and watershed permits; and other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of a contract for construction and/or are legally required as of the date of execution of this Part 2 Agreement.

§ 3.2.10 The Design/Builder shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.

§ 3.2.11 The Design/Builder shall pay royalties and license fees for patented designs, processes or products. The Design/Builder shall defend suits or claims for infringement of patent rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer is required by the Owner. However, if the Design/Builder has reason to believe the use of a required design, process or product is an infringement of a patent, the Design/Builder shall be responsible for such loss unless such information is promptly furnished to the Owner.

§ 3.2.12 The Design/Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Part 2 Agreement. At the completion of the Work, the Design/Builder shall remove from the site waste materials, rubbish, the Design/Builder's tools, construction equipment, machinery, and surplus materials.

§ 3.2.13 The Design/Builder shall notify the Owner when the Design/Builder believes that the Work or an agreed upon portion thereof is substantially completed. If the Owner concurs, the Design/Builder shall issue a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the Work and insurance, shall include a list of items to be completed or corrected and shall fix the time within which the Design/Builder shall complete items listed therein. Disputes between the Owner and the Design/Builder regarding the Certificate of Substantial Completion shall be resolved in accordance with the provisions of Article 10.

§ 3.2.14 The Design/Builder shall maintain at the site for the Owner one record copy of the drawings, specifications, product data, samples, shop drawings, Change Orders and other modifications, in good order and regularly updated to record the completed construction. These shall be delivered to the Owner upon completion of construction and prior to final payment.

§ 3.2.15 The Design/Builder shall provide the following commissioning services on Project equipment and systems including: preparation of operation and maintenance manuals; training

of personnel for operation and maintenance; confirmation of conformance to contract documents; and consultation during initial occupancy and operation.

§ 3.3 ADDITIONAL SERVICES

§ 3.3.1 The services described in this Section 3.3 are not included in Basic Services unless so identified in Article 14, and they shall be paid for by the Owner as provided in this Part 2 Agreement in addition to the compensation for Basic Services. The services described in this Section 3.3 shall be provided only if authorized or confirmed in writing by the Owner in accordance with the provisions of this Part 2 Agreement.

§ 3.3.2 Making revisions in the drawings, specifications, and other documents or electronic data when such revisions are required by Building Code officials after approval by the Building Code officials.

§ 3.3.3 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work, unless such damage is due to the acts or omissions of the Design/Builder and/or its consultants and subcontractors, employees, or agents of any of them.

§ 3.3.4 Providing services in connection with an arbitration proceeding or legal proceeding, except where the Design/Builder is a party thereto.

§ 3.3.5 Providing coordination of construction performed by the Owner's own forces or separate contractors employed by the Owner, and coordination of services required in connection with construction performed and equipment supplied by the Owner.

ARTICLE 4 TIME

§ 4.1 Unless otherwise indicated, the Owner and the Design/Builder shall perform their respective obligations as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project.

§ 4.2 Time limits stated in the Contract Documents are of the essence. The Work to be performed under this Part 2 Agreement shall commence upon execution of this Part 2 Agreement unless otherwise agreed and, subject to authorized Modifications, Substantial Completion shall be achieved on or before the date established in Article 14 and **Exhibit B**.

§ 4.3 Substantial Completion is the stage in the progress of the Work when the Work or a designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use as evidenced by a final Certificate of Occupancy obtained by the Design/Builder.

§ 4.4 The Project Schedule is set forth in **Exhibit B**.

§ 4.5 If the Design/Builder is materially delayed at any time in the progress of the Work by a negligent or willful act or omission of the Owner, the Owner's employees, or separate contractors employed by the Owner; or by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipatable, unavoidable casualties or changes in laws, codes or other regulations or other causes beyond the Design/Builder's control, or by delay authorized by the Owner pending arbitration, or by other causes which the Owner and the Design/Builder agree may justify delay, then the Project Schedule shall be reasonably extended by Change Order. If the Design/Builder identifies a negligent or willful act or omission of the Owner that may cause a material delay in the progress of the Work such that the Design/Builder will request a change in the Project Schedule, the Design/Builder shall notify the Owner in writing upon identification. The Owner and the Design/Builder shall work together in good faith to bring the Project back within the Project Schedule. The Design/Builder shall not be

entitled to an increase in the Project Schedule for any negligent or willful act or omission which the Design/Builder identifies but does not notify the Owner of upon identification.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 The Owner shall pay the Design/Builder for self-performed services actually rendered, on a time and material basis, at hourly rates as stated in **Exhibit D** - Hourly Personnel Rates, attached hereto and made a part of this Part 2 Agreement; for rented equipment at the rates stated in **Exhibit E** -- Design/Builder -- Provided Equipment Rental Rates, attached hereto and made a part of this Part 2 Agreement; together with approved invoices from its subcontractors, material suppliers, consultants and others, up to the GMP.

§ 5.1.2. Based on the Applications for Payment submitted by the Design/Builder, the Owner shall make progress payments to the Design/Builder as described in this Article 5, and elsewhere in this Part 2 Agreement.

§ 5.1.3 The Owner will make payment to the Design/Builder no later than thirty-five (35) calendar days after receipt of a properly submitted and correct Application for Payment. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: The Design/Builder may request bi-weekly payment for work performed by a subcontractor or supplier, provided the subcontractor or supplier is a certified Small Business Enterprise for Ramsey County and has established a significant business need to receive payments on a bi-weekly basis. The Owner retains the right to grant or deny the request for bi-weekly payments.

§ 5.1.4 The Application for Payment shall show the percentage of the Work for each portion of the Work and the percentage that each portion of the Work bears to the entire Cost of the Work for which payment is requested.

§ 5.1.5 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.1.5.1 take the portion of the Cost of Work completed up through and including the invoiced period using the provisions of **Exhibit C**, based on the percentage of Work completed. Changes in the Cost of the Work may not be included in an invoice until the Change Order for the changes has been signed by the parties;

5.1.5.2 add the Cost of the Work for materials and equipment furnished by the Design/Builder and actually incorporated into the Project or delivered and stored at the site for use in the Work, or, if agreed to in advance in writing by the Owner, for materials and equipment suitably stored off site;

5.1.5.3 add the amount of the Design/Builder's Construction Management Fee that equals the percentage of the Cost of the Work that the invoiced amount for the Work bears to the whole Cost of the Work; and

5.1.5.4 subtract the aggregate of previous payments made by the Owner and applicable retainage.

§ 5.1.6 Except with the Owner's prior approval, payments for the Cost of the Work for the Design/Builder's subcontractors shall be subject to retainage of 5%. There shall be no retainage on Work performed by the Design/Builder's own labor forces or the Design/Builder's Fee.

§ 5.1.7 Neither progress payment nor partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

§ 5.1.8 The Design/Builder warrants that title to all construction covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design/Builder further warrants that upon submittal of an Application for Payment all construction for which payments have been received from the Owner shall be free and clear of liens, claims, security interests or

encumbrances in favor of the Design/Builder or any other person or entity performing construction at the site or furnishing materials or equipment relating to the construction.

§ 5.1.9 At the time of substantial completion, the Owner shall pay the Design/Builder the retainage, if any, less the reasonable cost to correct or complete incorrect or incomplete Work. Final payment of such withheld sum shall be made upon correction or completion of such Work.

§ 5.2 FINAL PAYMENTS

§ 5.2.1 Final Payment, constituting the entire unpaid balance of the Design/Builder's Fee and the unpaid balance of substantiated and documented Cost of the Work shall be payable by the Owner to the Design/Builder when:

5.2.1.1 the Design/Builder has fully performed as provided in this Part 2 Agreement except for the Design/Builder's responsibility to correct Work under this Part 2 Agreement and to satisfy other requirements, if any, which extend beyond final payment; and

5.2.1.2 a final Certificate for Payment has been received from the Design/Builder; and

5.2.1.3 the Design/Builder has received consent of surety, if any, to final payment; and

5.2.1.4 as documentation of the final Cost of the Work, the Design/Builder provides the Owner with a detailed final accounting of all costs applicable to the GMP. In addition, the Design/Builder shall maintain and, upon request open for inspection by the Owner, its representatives, and the State and other auditors, all accounting records as per this Part 2 Agreement necessary to substantiate all costs applicable to the GMP; and

5.2.1.5 the Design/Builder has submitted a copy of the completed State of Minnesota Form IC-134, signed by the State Commissioner of Taxation; and

5.2.1.6 a complete report describing efforts and outcomes of those efforts towards achievement of Project SBE and labor utilization goals; and sustainability goals.

ARTICLE 6 PROTECTION OF PERSONS AND PROPERTY

§ 6.1 The Design/Builder shall be responsible for initiating, maintaining and providing supervision of all safety precautions and programs in connection with the performance of this Part 2 Agreement.

§ 6.2 The Design/Builder shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Design/Builder or the Design/Builder's contractors; and (3) other property at or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 6.3 The Design/Builder shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

§ 6.4 The Design/Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance provided or required by the Contract Documents) to property at the site caused in whole or in part by the Design/Builder, a contractor of the Design/Builder or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

ARTICLE 7 INSURANCE AND BONDS

See **Exhibit F**, attached hereto and made a part of this Part 2 Agreement.

ARTICLE 8 CHANGES IN THE WORK

§ 8.1 CHANGES

§ 8.1.1 Changes in the Work may be accomplished after execution of this Part 2 Agreement, without invalidating this Part 2 Agreement, by Change Order, Construction Change Directive, or order for a minor change in the Work, subject to the limitations stated in the Contract Documents. A change in the Work that affects the GMP or the Project Schedule may be made only by Change Order.

§ 8.1.2 A Change Order shall be based upon agreement between the Owner and the Design/Builder; a Construction Change Directive may be issued by the Owner without the agreement of the Design/Builder; an order for a minor change in the Work may be issued by the Design/Builder alone.

§ 8.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Design/Builder shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 8.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or the Design/Builder, the applicable unit prices shall be equitably adjusted.

§ 8.2 CHANGE ORDERS

§ 8.2.1 A Change Order is a written instrument prepared by the Design/Builder and signed by the Owner and the Design/Builder, stating their agreement upon all of the following:

8.2.1.1 a change in the Work

8.2.1.2 the amount of the adjustment, if any, in the GMP; and

8.2.1.3 the extent of the adjustment, if any, in the Project Schedule.

§ 8.2.2 No work consistent with the changes in the Change Order shall commence until the Change Order has been reduced to writing and signed by both parties.

§ 8.2.3 Except as otherwise agreed by the Owner and the Design/Builder, any adjustment to the GMP shall be determined on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including the expenditures for design services and revisions to the Contract Documents. In case of an increase in the GMP, the cost of the increase shall include a Design/Builder Fee of five percent (5%). In such case, the Design/Builder shall keep and present an itemized accounting together with appropriate supporting data for inclusion in a Change Order. The Design/Builder shall submit such Change Order requests on a monthly basis. Unless otherwise provided in the Contract Documents, costs for these purposes shall be limited to the following:

8.2.3.1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

8.2.3.2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

8.2.3.3 rental costs of machinery and equipment exclusive of hand tools, whether rented from the Design/Builder or others;

8.2.3.4 costs of premiums for all bonds and insurance permit fees, and sales, use or similar taxes;

8.2.3.5 additional costs of supervision and field office personnel directly attributable to the change; and

8.2.3.6 fees paid to the Architect, engineers and other professionals.

§ 8.2.4 Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. To the extent the amount of credit to be allowed by the Design/Builder to the Owner for deletion or change which results in a net decrease in the GMP includes fees, the credit will be limited to the Design/Builder's Fee. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

§ 8.3 CONSTRUCTION CHANGE DIRECTIVES

§ 8.3.1 A Construction Change Directive is a written order prepared and signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the GMP or Project Schedule, or both.

§ 8.3.2 Any adjustment to the GMP and/or Project Schedule shall be made using a Change Order in accordance with the provisions of 8.2 of this Part 2 Agreement.

§ 8.4 MINOR CHANGES IN THE WORK

§ 8.4.1 The Design/Builder shall have authority to make minor changes in the Construction Documents and construction consistent with the intent of the Contract Documents when such minor changes do not involve adjustment in the GMP or extension of the Project Schedule. The Design/Builder shall promptly inform the Owner, in writing, of minor changes in the Construction Documents and construction.

§ 8.5 CONCEALED CONDITIONS

§ 8.5.1 If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then written notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than seven (7) business days after first observance of the conditions. Upon timely notice in writing by the observing party to the other party, the Owner and the Design/Builder will value

engineer the Project to stay within the GMP and to address the concealed conditions; the actions to be taken; and the responsibility for costs of such actions shall be mutually agreed to by the parties. Alternatively, the parties may agree to modify the GMP, in which case the parties shall execute a Change Order. If the Design/Builder is the observing party and fails to give notice within the 21 day time period, the Owner reserves the right to demand and receive services from the Design/Builder to address and correct such concealed conditions without additional cost to the Owner.

§ 8.6 REGULATORY CHANGES

§ 8.6.1 The Design/Builder shall be compensated for changes in the Work necessitated by the enactment or revisions of codes, laws or regulations that are made applicable to the Project subsequent to execution of this Agreement, and its time for performance shall be extended if the change(s) result in delay to the Project Schedule. Such changes shall be made by Change Order pursuant to this Article 8.

ARTICLE 9 CORRECTION OF WORK

§ 9.1 The Design/Builder shall promptly correct Work rejected by the Owner or known by the Design/Builder to be defective or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. All defective and/or non-complying Work observed after Substantial Completion shall be completed in a timely manner agreed to by both parties. Subject to such costs qualifying as a Cost of the Work, the Design/Builder shall bear the costs of correcting such rejected, defective, or non-conforming Work, including additional testing and inspections.

§ 9.2 If the Design/Builder defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) business days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may give a second written notice to the Design/Builder and, seven (7) business days following receipt by the Design/Builder of that second written notice and without prejudice to other remedies the Owner may have, correct such deficiencies. The Owner shall deduct from payments then or thereafter due the Design/Builder, the costs of correcting such deficiencies. If the payments then or thereafter due the Design/Builder are not sufficient to cover the amount of the deduction, the Design/Builder shall pay the difference to the Owner. Such action by the Owner shall be subject to dispute resolution procedures as provided in Article 10.

§ 9.3 If, within one (1) year after the date of Substantial Completion of the Work of this Part 2 Agreement, or after the date for commencement of warranties established in a written agreement between the Owner and the Design/Builder, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Design/Builder shall correct it promptly at its own cost after receipt of a written notice from the Owner to do so unless the Owner has previously given the Design/Builder a written acceptance of such condition. Manufacturers' and/or extended warranties shall be assigned to the Owner, and the Owner will be responsible for administration of same beyond this one (1) year period.

§ 9.4 Nothing contained in this Article 9 shall be construed to establish a period of limitation with respect to other obligations which the Design/Builder might have under the Contract Documents. Establishment of the time period of one (1) year as described in Section 9.1 relates only to the specific obligation of the Design/Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design/Builder's liability with respect to the Design/Builder's obligations other than specifically to correct the Work.

§ 9.5 If the Design/Builder fails to correct nonconforming Work as required or fails to carry out Work in accordance with the Contract Documents, the Owner may order the Design/Builder to stop the Work, or any portion thereof, until the cause for such stop order has been eliminated; however, the Owner's right to stop the Work shall not give rise to a duty on the part of the Owner to exercise the right for benefit of the Design/Builder or other persons or entities.

ARTICLE 10 DISPUTE RESOLUTION -- MEDIATION AND ARBITRATION

§ 10.1 Claims, disputes or other matters in question between the parties to this Part 2 Agreement arising out of or relating to this Part 2 Agreement may be subject to mediation or arbitration only if agreed to in writing by both parties.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 SUBCONTRACTS

§ 11.1.1 The Design/Builder shall bid out the Work in multiple bid packages, as agreed to by the parties. The Design/Builder shall use a competitive solicitation process following Ramsey County Procurement requirements. The Design/Builder may self-perform without bidding: administration, clean-up, safety, and general conditions work. If the Design/Builder desires to self perform other work, the Design/Builder may do so only if determined to be the lowest responsible bidder for the work through the Design/Builder's participation in a bid package solicitation process. The Design/Builder will not self-perform any other Work with its own forces.

§ 11.1.2 As bids are received for the Project, the Design/Builder will review the bids with the Owner.

§ 11.1.3 The Design/Builder shall meet the Project goals set forth in **Exhibit G -- SBE Utilization and Labor Goals**, attached hereto and make a part of this Part 2 Agreement

§ 11.1.4 The Design/Builder shall not enter into a subcontract agreement or utilize as a subcontractor a vendor to which the Owner has reasonable objection. In the event that the cost of the replacement subcontractor or vendor is higher than the vendor objected to by the Owner, the Owner shall be obligated to pay the Design/Builder by Change Order, in accordance with Article 8, for any additional cost incurred as a result of the change, provided the original subcontractor selected by the Design/Builder was the lowest, qualified, responsible bidder.

§ 11.1.5 Prior to execution of this Agreement, the Design/Builder will secure a Project Labor Agreement directly with the St. Paul Building & Construction Trades Council.

§ 11.2 WORK BY OWNER OR OWNER'S CONTRACTORS

§ 11.2.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site. If the Design/Builder claims that delay or additional cost is involved because of such action by the Owner, the Design/Builder shall assert such claims as provided in Section 11.4.

§ 11.2.2 The Design/Builder shall afford the Owner's separate contractors, reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Design/Builder's construction and operation with the Owner's contractors as required by the Contract Documents.

§ 11.2.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

§ 11.3 CLAIMS FOR DAMAGES

§ 11.3.1 If either party to this Part 2 Agreement suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents,

or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a claim of additional cost or time related to this claim is to be asserted, it shall be made in writing in the form of a Request for Change Order.

§ 11.4 HAZARDOUS MATERIALS

§ 11.4.1. "Hazardous Material" means any materials, waste, substance, or chemicals which are deemed to be hazardous under applicable Legal Requirements, or for which handling, storage, remediation, or disposal are regulated by applicable Legal Requirements. "Legal Requirements" mean all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any governmental or quasi-governmental entity having jurisdiction over the Project or site, the practices involved in the Project, or any Work.

§ 11.4.2. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design/Builder, its Subcontractors, consultants and agents and employees of any of them from and against claims, damages, losses and expenses including, but not limited to judgments, fines, penalties, civil sanctions, and attorney's fees, arising out of or resulting from the Hazardous Material or performance of the Work in the affected area if in fact the material or substance is a Hazardous Material, except to the extent that such damage, loss, or expense is due to the sole negligence of a party seeking indemnity.

§ 11.4.3 The Owner shall not be responsible under paragraph 11.4.4.3 for materials and substances brought to the site by the Design/Builder unless such materials were required by the Contract Documents.

§ 11.4.4 If, without negligence on the part of the Design/Builder, its subcontractors, consultants, and agents and the employees of any of them, the Design/Builder is held liable for the cost of remediation of a Hazardous Material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Design/Builder for all cost and expense thereby incurred including, but not limited to judgments, fines, penalties, civil sanctions and attorney's fees. The Design/Builder shall be obligated to notify the Owner of claims filed within a reasonable time after the Design/Builder's first knowledge of such claims.

§ 11.5 CLAIMS FOR CONSEQUENTIAL DAMAGES

§ 11.5.1 The Design/Builder and the Owner waive claims against each other for consequential damages arising out of or relating to this Part 2 Agreement. This mutual waiver includes:

11.5.1.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons;

11.5.1.2 damages incurred by the Design/Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from Work performed; and

11.5.1.3 damages incurred by the Design/Builder as a result of the Owner's loss of Project funding.

The mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with **Exhibit F**. Nothing contained in this Subparagraph 11.5 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of this Part 2 Agreement.

ARTICLE 12 BASIS OF COMPENSATION

§ 12.1 COMPENSATION

§ 12.1.1 The Design/Builder's Fee for Basic Services under the Part 1 Agreement, the Cost of Work, and the Design/Builder's fee for Basic Services under this Part 2 Agreement are

guaranteed not to exceed \$XXX, subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price ("GMP"). See **Exhibit C**, Attachments #, #, and # for the Design/Builder's GMP documents. However, the Design/Builder shall be bound only by the GMP and not by cost estimates for various categories or line items of work comprising the GMP. Except as otherwise provided in this Part 2 Agreement, costs which would cause the GMP to be exceeded that are not the result of a change in scope, shall be paid by the Design/Builder without reimbursement by the Owner. At Project completion one hundred percent (100%) of savings in the Cost of the Work will accrue to the Owner.

§ 12.1.2 The Design/Builder's Fee is XXX Dollars, to be prorated to the value of the Work completed and paid with each monthly Application for Payment.

§ 12.2 COST OF THE WORK

§ 12.2.1 The term Cost of the Work shall mean the actual costs necessarily incurred by the Design/Builder in the proper performance of the Work. Unless specifically excluded from the Work of the Design/Builder under the terms of this Part 2 Agreement, the Cost of the Work shall include only the items set forth in this Article 12.

§ 12.3 LABOR COSTS

§ 12.3.1 Wages of construction workers directly employed by the Design/Builder to perform the construction of the Work at the site or, with the Owner's approval, at off-site workshops. Rates for this Cost of the Work are as established in **Exhibit D**.

§ 12.3.2 Wages or salaries of the Design/Builder's supervisory and administrative personnel when stationed at the site with the Owner's approval. Salaries and other compensation of the Design/Builder's personnel when stationed at the field office, in whatever capacity employed. Other personnel stationed off-site shall be reimbursed for time spent performing services at the Project rates listed in **Exhibit D**.

§ 12.3.3 Labor Burden: The rate to be charged for the cost of WORKERS COMPENSATION, FICA, STATE UNEMPLOYMENT and FEDERAL UNEMPLOYMENT shall be XXX Percent of all Wages and benefits. The rates and labor burden will be adjusted annually on May 1st.

§ 12.3.4 Costs paid or incurred by the Design/Builder for taxes, insurance, contributions, assessments and benefits required by laws or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work as described herein.

§ 12.4 SUBCONTRACT AND DESIGN PROFESSIONAL COSTS

§ 12.4.1 Payments made by the Design/Builder to Subcontractors and Design Professionals in accordance with the requirements of their agreements with the Design/Builder.

§ 12.5 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

§ 12.5.1 Costs, including transportation and storage, of materials and equipment provided by the Design/Builder that are incorporated or to be incorporated in the completed construction.

§ 12.5.2 Costs of materials described in the preceding subparagraph in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work, or, at the Owner's option shall be sold by the Design/Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 12.6 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES, AND RELATED ITEMS

§ 12.6.1 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Design/Builder at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the Design/Builder. Cost for items previously used by the Design/Builder shall mean fair market value.

§ 12.6.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Design/Builder at the site, whether rented from the Design/Builder or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. The Design/Builder's equipment shall be charged at rates as listed in Attachment 1-Equipment Rental Rates to **Exhibit E**, to a maximum of 80% of replacement value. Expendable tools and minor equipment, defined as any tool or equipment of a value of less than \$500, shall be purchased as a Cost of the Work by the Design/Builder and turned over to the Owner at Project completion. Notwithstanding anything in the Contract Documents to the contrary, the Owner and the Design/Builder agree that the rates set forth on attached **Exhibit E** - Equipment Rental Rates, are, or will be, negotiated rates and, therefore, the calculation of those individual rates is not subject to audit by the Owner; however, the amount of hours at those rates included in the calculation of the Cost of the Work remains subject to the Owner's audit rights. Consumable Materials shall be charged at the rates listed in Attachment ~~xx~~-Consumables to **Exhibit E**. Use of equipment not owned by the Design/Builder shall be charged at actual invoice amount.

§ 12.6.3 Costs of removal of debris from the site.

§ 12.6.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, messengers, postage and parcel delivery charges, office supplies and telephone service at the site, and reasonable petty cash expenses at the site office.

§ 12.6.5 That portion of the reasonable expenses of the Design/Builder's primary personnel incurred while traveling in discharge of duties connected with the Work. Mileage and vehicle lease cost shall be limited to one key site staff members.

§ 12.6.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the Owner.

§ 12.6.7 Airfare and hotel expenditures for travel while in discharge of duties connected with the Work, provided the Owner approves of such expenditures in advance.

§ 12.7 MISCELLANEOUS COSTS

§ 12.7.1 Sales, use or similar taxes imposed by governmental authority that are related to the Work.

§ 12.7.2 Fees and assessments for the building permit and for other permits, licenses and inspections which the Design/Builder is required by the Contract Documents to pay.

§ 12.7.3 Deposits lost for causes other than for the Design/Builder's negligence or failure to fulfill a specific responsibility to the Owner as set forth in the Contract Documents.

§ 12.7.4 Legal, mediation and arbitration costs, including attorney's fees, other than those arising from disputes between the Owner and the Design/Builder, reasonably incurred by the Design/Builder in the performance of the Work, with the Owner's prior written approval, which shall not be unreasonably withheld.

§ 12.7.5 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner. The cost of the Work includes contingencies as stated in **Exhibit C**. The contingency is not a part of the Cost of the Work until it is accessed. A change in the contingency must be made only by written agreement of both the Design/Builder and the Owner.

§ 12.7.6 Costs for repairing or correcting damaged or nonconforming Work executed by the Design/Builder, its Subcontractors or Suppliers, provided that such damage or nonconforming Work was not caused by negligence, failure to fulfill a specific responsibility, or failure to perform Work in accordance with industry standards of the Design/Builder, its Subcontractors or Suppliers, and only to the extent that the cost of repair or correction is not recovered by the Design/Builder from insurance, sureties, Subcontractors or Suppliers.

§ 12.7.7 Costs of premiums for bonds and insurance which the Design/Builder is required by this Part 2 Agreement to purchase and maintain, except for worker's compensation, or which the Design/Builder deems necessary for the prosecution of the Work, and the cost of Subcontractor's payment and performance bonds, required under the Subcontracts with the Design/Builder if specifically requested by the Owner. Errors & Omissions, primary comprehensive general and automobile liability insurance and umbrella/excess liability insurance shall be reimbursed at a fixed percentage billed each month per thousand of each monthly project billing. The rate to be charged for the cost of premiums, except for Builder's Risk, shall be ~~XXXX~~ Percent of the Cost of the Work. Rates shall be subject to annual adjustments if required by the Design/Builder's carrier. Insurance deductibles or the cost of the Design/Builder's insurance for the deductibles are included in the Cost of the Work.

§ 12.7.8 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ 12.7.9 Cash discounts obtained on payments made by the Design/Builder shall accrue to the Owner if (1) before making payment, the Design/Builder included them in an Application for Payment and received payment therefore from the Owner, or (2) the Owner has deposited funds with the Design/Builder with which to make payments; otherwise cash discounts shall accrue to the Design/Builder. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design/Builder shall make provisions so that they can be secured.

§ 12.7.10 Amounts that accrue to the Owner in accordance with the provisions of the previous paragraph shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 13 OTHER CONDITIONS AND SERVICES

§ 13.1 A Schedule of Alternates is attached hereto and made a part of this Part 2 Agreement as **Exhibit H**. The parties shall execute a Change Order pursuant to Section 8.2 of this Part 2 Agreement to incorporate any Alternate into the Project.

§13.2 The Design/Builder shall commence providing services upon final execution of this Part 2 Agreement. The date of Substantial Completion for the Project is as shown in **Exhibit B**.

§13.3 This Part 2 Agreement includes the following:

Exhibit A -- Scope of Work

Exhibit B -- Project Schedule

Exhibit C -- GMP Calculations/Schedule of Values

Exhibit D -- Hourly Personnel Rates

Exhibit E - Design/Builder-Provided Equipment Rental Rates

Exhibit F -- General Terms and Conditions

Exhibit G - SBE Utilization and Labor Goals

Exhibit H -- Schedule of Alternates (the inclusion of Exhibit H will be determined during the negotiation of the Part 2 Agreement)

§ 13.4 All notices and other communications under this Part 2 Agreement, and any amendments to this Part 2 Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid; by personal delivery; or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

Owner's Representative: **XXX**, Project Manager
XXX

Design/Builder's Representative: **XXX**

If the name and/or address of the above-identified representatives changes, notice of such change shall be given to the other party in accordance with the provisions of this section.

Exhibit A to the Part 2 Agreement

Scope of Work

Exhibit B to the Part 2 Agreement

Project Schedule

Exhibit C to the Part 2 Agreement

GMP Calculations/Schedule of Values

Exhibit D to the Part 2 Agreement

Hourly Personnel Rates

Labor Rates

Other Personnel Rates

Exhibit E to the Part 2 Agreement

Design/Builder -- Provided Equipment Rental Rates

Exhibit F to the Part 2 Agreement

General Terms and Conditions

Note: For Purposes of this Exhibit F, the term "Contractor" shall mean "Design/Builder" and the term "RCRRA" shall mean "Owner" as those terms are defined in the Part 2 Agreement.

1. The provisions of **Exhibit D** -General Terms and Conditions to the Part 1 Agreement are incorporated herein and made a part of this Exhibit F as if specifically set forth herein. To the extent the provisions of this **Exhibit F** to the Part 2 Agreement are inconsistent with the provisions of **Exhibit D** to the Part 1 Agreement, the provisions of this **Exhibit F** to the Part 2 Agreement shall prevail.

2. Prevailing Wage

2.1.

Design/Builder and all subcontractors of the Design/Builder shall conform to the labor laws of the State of Minnesota, Ramsey County Prevailing Wage Ordinance No. 2013-329, 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 unions do not have jurisdiction.

The terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" as used in the contract, 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.

2.2.

Pursuant to the Ramsey County Prevailing Wage Ordinance No. 2013-329, the Prevailing Wage Rate must be paid under any contract with Owner or under a subcontract to that contract with Owner with an anticipated Project Completion Cost or anticipated Services contract value over \$25,000.

2.3.

Throughout the term of this Agreement, the Design/Builder shall submit Certified Payroll Records within 14 days of the end of a pay period and in accordance with the requirements of Ramsey County Prevailing Wage Ordinance No. 2013-329. Failure of the Design/Builder to submit the Certified Payroll Records in accordance with the Ordinance may result in criminal or civil enforcement by RCRRA or Ramsey County, including, but not limited to termination of the agreement for cause, withholding of payments, and assessment of liquidated damages.

3. Phase II Bond Requirements

3.1.

The Design/Builder shall furnish bonds as described below, covering the faithful performance of the Contract and the payments of all obligations arising thereunder. The Part 2 Agreement will not be signed until the Owner has received the proper bonds specified under this clause, issued by a bonding company licensed to do business in Minnesota, and on the current list of Companies Holding Certificates of Authority as

acceptable Sureties on Federal Bonds and as acceptable reinsuring companies as published in Circular 570 (Amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act.

3.2.

The bonds shall each be in the amount of 100% of the Construction Cost. The term "contract", as used herein, shall include the original agreement plus all subsequent change orders and/or amendments. The contract price to which the principal is bound shall be the amount of the Construction Cost as reflected by the terms of the contract.

3.3.

Duly executed, notarized and updated Acknowledgments of both the Principal and Surety and the Surety's Power of Attorney must be attached to each of the two required bonds.

3.4.

Bond amounts shall not exceed the single bond limit for the Design/Builder's bonding company as set forth in the Federal Register current as of the bid date.

3.5.

Bonds shall indemnify the Owner for any loss sustained by the Owner on account of or by reason of the acts of the Design/Builder or the acts of anyone else directly or indirectly employed by the Design/Builder in the performance of the Work for the Project.

4. Phase II Insurance Requirements

4.1.

During Phase II, the Design/Builder shall continue to maintain the insurance coverage required for Phase I services, except that Section 3.10.3 is revised to read as follows:

"3.10.3. Commercial general liability of no less than \$500,000 per claim, \$5,000,000 per occurrence, \$5,000,000 project aggregate, \$5,000,000 products/completed operations total limit, \$5,000,000 personal injury and advertising liability."

The following is language that will be included if it is determined that the Design/Builder will carry the Builder's Risk.

4.2. Builder's Risk

4.2.1

The Design/Builder shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the Construction Cost under the Contract, on a replacement cost basis without optional deductibles.

4.2.2

The Design/Builder shall include the Owner as an additional insured on the property insurance required by this subparagraph and shall furnish to the Owner one copy of the Certificate of Insurance which shall specifically set forth evidence of coverage required by this subparagraph. If the Owner is damaged by the failure of the Design/Builder to procure or maintain such insurance, then the Design/Builder shall be liable for all damages, injury, costs and expenses, including attorneys' fees, arising out of or resulting from the Design/Builder's failure to procure or maintain such insurance

4.2.3.

Property insurance shall cover risks of direct physical loss unless the loss is limited by coverage from or caused by a peril excluded, and shall include insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Contractor's services and expenses required as a result of such insured loss.

4.2.4.

The Design/Builder, its subcontractors and sub-subcontractors are responsible for the deductible provided for under the property coverage and all other costs not covered by the property insurance.

4.2.5.

A loss insured under the insurance required by this section shall, at the discretion of the Owner, be adjusted by the Design/Builder as fiduciary and made payable to the Design/Builder as fiduciary for the insureds, as their interests may appear. The Design/Builder shall pay Subcontractors their just shares of insurance proceeds received by the Design/Builder, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in similar manner.

4.2.6.

The Design/Builder as fiduciary shall have the power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Design/Builder's exercise of this power; if such objection is made, the dispute shall be resolved by arbitration if agreed to by both parties. The Design/Builder as fiduciary shall, in the case of arbitration, make settlement with insurers in accordance with directions of the arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

The following is language that will be included if it is determined that the Owner will carry the Property Insurance instead of the Design/Builder carrying the Builder's Risk.

4.2. Property Insurance

4.2.1.

The Owner shall purchase and maintain, in a company or companies authorized to do business in the jurisdiction in which the Project is located, property insurance upon the Work to the fullest insurable value thereof on a replacement cost basis, subject to a deductible of \$xx per occurrence. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property required by this Section 2) to be insured, whichever is earlier. This insurance shall include interests of the Owner, the Design/Builder, and their respective contractors and subcontractors in the Work. The Design/Builder shall be responsible for the deductible of \$xxx per occurrence under this policy, and all other costs not covered by property insurance up to the date of Substantial Completion, and all such costs shall be considered as a Cost of the Work.

4.2.2.

Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage

including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, falsework, rigging & hoisting, terrorism, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the services and expenses of the Design/Builder's Architect and other professionals required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

4.2.3.

Unless otherwise provided, the Owner shall purchase and maintain such boiler and machinery insurance required by this Part 2 Agreement or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner. This insurance shall include interests of the Owner, the Design/Builder, the Design/Builder's contractors and subcontractors in the Work, and the Design/Builder's Architect and other design professionals. The Owner and the Design/Builder shall be named insureds.

4.2.4.

A loss insured under the Owner's property insurance shall be adjusted by the County as fiduciary and made payable to RCRRRA as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 2.6). The Design/Builder shall pay contractors their shares of insurance proceeds received by the Design/Builder, and by appropriate agreement, written where legally required for validity, shall require contractors to make payment to their subcontractors in similar manner.

4.2.5.

Before an exposure to loss may occur, the Owner shall file with the Design/Builder a copy of a Certificate of Insurance for each policy that includes insurance coverages required by this Section 2). Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least thirty (30) business days' prior written notice has been given to the Design/Builder.

4.2.6.

The Owner and the Design/Builder waive all rights against each other and the Architect and other design professionals, contractors, subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section 2) or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as trustee. The Owner or Design/Builder, as appropriate, shall require from contractors and subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of the parties enumerated in this Section 2). The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

4.2.7.

The Owner as trustee shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing, within five (5) business days after such notification of the Owner's intent to exercise this power; if such objection be made, the parties shall enter into dispute resolution under procedures

provided in this Part 2 Agreement. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

4.2.8.

Partial occupancy or use prior to Substantial Completion shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design/Builder shall take reasonable steps to obtain consent of the insurance company or companies and shall not, without mutual written consent, take any action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of coverage.

4.3.

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and/or self-insurance program.

Note: Sections 4.4 and 4.5 are optional and will be determined during negotiations for the Part 2 Agreement.

4.4.

Pollution/Environment impact coverage to cover any remedial and/or cleanups, suits, judgments, claims, and/or actions of any type that may arise out of or result from the Work contemplated by this Part 2 Agreement. Such coverage shall include the Work performed on behalf of the Design/Builder by the subcontractors. The Owner, its officials, employees, and agents will be an insured under the policy for covered operations performed by the Design/Builder under the terms of this Part 2 Agreement. Policy will be written on a project basis per occurrence.

4.5. Umbrella Liability

4.5.1.

\$10,000,000 per occurrence

\$10,000,000 general aggregate

4.5.2.

The Owner, its officials, employees, and agents, shall be an additional insured as required under the Commercial General Liability policy.

4.5.3.

The policy will provide excess coverage over the commercial general liability and automobile liability policies.

5. Termination

5.1 Termination by the Owner

5.1.1

If the Design/Builder defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform the provisions of this Part 2 Agreement, the Owner may give written notice that the Owner intends to terminate this Part 2 Agreement. If the Design/Builder fails to correct the defaults within seven (7) business days after being given notice, the Owner may then give a second written notice and, after an additional seven (7) business days, the Owner may without prejudice to any other remedy terminate the agreement with the Design/Builder and take possession of the site and of all materials and finish the Work by whatever method the Owner may deem expedient. If the unpaid balance of the Contract Sum exceeds the expense of finishing the Work and all damages incurred by the Owner, such excess shall be paid to the Design/Builder. If the expense of completing the Work and all damages incurred by the Owner exceeds the unpaid balance, the Design/Builder shall pay the difference to the Owner. This obligation for payment shall survive termination of this Part 2 Agreement.

5.1.2

If the unpaid balance of the GMP exceeds the expense of finishing the Work and all damages incurred by the Owner, such excess shall be paid to the Design/Builder. If the expense of completing the Work and all damages incurred by the Owner exceeds the unpaid balance, the Design/Builder shall pay the difference to the Owner. This obligation for payment shall survive termination of this Part 2 Agreement.

5.1.3

The Owner may terminate this Part 2 Agreement without cause and for any reason whatsoever effective upon written notice to the Design/Builder. In such event, the Design/Builder shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

5.1.4

Any termination by the Owner shall be without prejudice to the rights of the Owner to pursue other remedies against the Design/Builder.

5.2. Termination by the Owner

5.2.1

If the Owner fails to make payment of undisputed amounts, the Design/Builder may give written notice of the Design/Builder's intention to terminate this Part 2 Agreement. If the Design/Builder fails to receive payment of the undisputed amounts within seven (7) business days after receipt of such notice by the Owner, the Design/Builder may give a second written notice and, seven (7) business days after receipt of such second written notice by the Owner, may terminate this Part 2 Agreement. If such termination occurs, the Owner shall pay the Design/Builder for Work completed in a satisfactory manner up to and including the effective date of termination. A good faith dispute by the Owner regarding the amount of payment and failure to pay disputed amounts, which is subject to the provisions of the Minnesota Prompt Pay Act, does not constitute grounds for termination by the Design/Builder under this paragraph.

6. Safety Compliance

6.1

The Design/Builder and all subcontractors shall at all times during the performance of the Work under this Part 2 Agreement be and remain in compliance with and responsible for any conditions imposed upon the Owner by OSHA requirements.

6.2

A risk control program must be implemented on site during this project.

Exhibit G to the Part 2 Agreement

SBE Utilization and Labor Goals

Exhibit H to the Part 2 Agreement

Schedule of Alternates



RAMSEY COUNTY
SOLICITATION RESPONSE FORM

Solicitation Number: RRA0000001030

Solicitation Title: Design Build Services for the Union Depot Restaurant

The following shall be completed by the Contractor:

Contractor Company Name:

Acknowledgement and Number of Solicitation Addenda Received:

PLEASE READ THE FOLLOWING BEFORE COMPLETING THIS SOLICITATION RESPONSE FORM

The provisions of the solicitation document should be reviewed and understood before preparing a solicitation response. Unless the solicitation document provides otherwise, the solicitation response shall be the best price for all labor, equipment, materials and services for the project described in the solicitation document.

Maximum Not To Exceed Phase I Cost (inclusive of all fees and expenses):

or

Maximum Not To Exceed Phase I Fees:

Maximum Not To Exceed Phase I Expenses:

Hourly Rates:

ACKNOWLEDGEMENT

By signing below, I certify that I understand, agree, and bind the Contractor to the provisions contained in the solicitation document for the above Solicitation Number, including the General Solicitation Terms and Conditions, the General Contract/Agreement Terms and Conditions, and the Part 1 and Part 2 Agreements and that I am authorized to submit this solicitation response on behalf of the Contractor.

COLLUSION

By signing below, I certify that this solicitation response has been prepared without any collusion with other contractors, competitors, Ramsey County Regional Railroad Authority employees, Ramsey County employees, Ramsey County Regional Railroad Authority Board members, or Ramsey County Board members and without taking any other action which will restrict competition or constitute fraud or collusion.

Name and Title of Authorized Contractor Representative:

Signature:

Date:

Solicitation Number: RRA0000001030

Solicitation Title: Design Build Services for the Union Depot Restaurant



RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

CONTRACTOR INFORMATION AND REFERENCE FORM

Ramsey County Regional Railroad Authority requires completion of this form for this solicitation. Failure to submit this completed form with the solicitation response will result in rejection of the Contractor's solicitation response.

Company Information:

1. Contractor Name (as on file with the MN Secretary of State's Office, if applicable):
2. Name of CEO or Company President:
3. FEIN / Contractor Tax ID Number:
4. Minnesota Business Licenses Filing Number:
5. Local Telephone Number:
6. Toll Free Telephone Number:
7. Fax Number:
8. Email Address:
9. Address:
10. City:
11. State:
12. Zip Code:
13. Is your company a Certified Small Business Enterprise ("CERT SBE")?
14. If yes, what is your CERT SBE#?

Solicitation Response Contact:

1. Name and Title of the person to contact for questions concerning this solicitation response:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

Contract Mailing Address (if different from Company Information):

1. Contact Name and Title:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

Reference Requirements: Provide a minimum of three (3) references for work completed within the last five (5) years that is similar to what is requested in this solicitation.

1. First Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

2. Second Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

3. Third Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

Name and Title of Authorized Contractor Representative:

Signature:

Date:



RESPONSIBLE CONTRACTOR VERIFICATION
AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: Design Build Services for the Union Depot Restaurant

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ...any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- (1) The Contractor:
 - (i) is in compliance with workers' compensation and unemployment insurance requirements;
 - (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;
 - (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and
 - (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
- (2) The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
 - (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;
 - (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;
 - (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
 - (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
 - (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
 - (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 3251.02, paragraph (h).

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,
- 2) I have included the FIRST-TIER SUBCONTRACTORS LIST with my company's solicitation response, and
- 3) If my company is awarded a contract, I will also submit ADDITIONAL SUBCONTRACTORS LIST as required.

Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT WITH PRIME CONTRACTOR RESPONSE

PROJECT TITLE: Design Build Services for the Union Depot Restaurant

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project...

FIRST TIER SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

ADDITIONAL SUBCONTRACTORS LIST

**PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE
PROJECT**

PROJECT TITLE: Design Build Services for the Union Depot Restaurant

This form must be submitted to the Project Manager or individual as identified in the solicitation document.



RCRRA & RAMSEY COUNTY NO SOLICITATION RESPONSE FORM

RCRRA and Ramsey County strive to conduct all solicitations in an open, fair, and transparent manner. If you have selected to not participate in this solicitation, the Procurement Office is asking you to complete this form and return it via e-mail to the appropriate Procurement Specialist.

- ☐ 1. We did not feel we could be competitive.
- ☐ 2. We do not furnish the supplies, equipment materials or services requested.
- ☐ 3. Insufficient time to respond.
- ☐ 4. We did not have sufficient staffing to complete the solicitation response.
- ☐ 5. Not interested.
- ☐ 6. Other (350 character limit):

Contractor Name (as on file with the MN Secretary of State's Office, if applicable):

Name of CEO or Company President:

Local Telephone Number:

Toll Free Telephone Number:

Fax Number:

Email Address:

Address:

City:

State:

Zip Code:

Name and Title of Authorized Contractor Representative:

Signature:

Date:

LIFE SAFETY PLAN NOTES

1. SEE SHEET G300 FOR ACCESSIBLE RESTROOM LOCATIONS.
2. XXXX

APPLICABLE CODES

MINNESOTA BUILDING CODE (MBC) 2009 EDITION
MINNESOTA PLUMBING CODE (MPC) 2009 EDITION
INTERNATIONAL MECHANICAL CODE (IMC) 2009 EDITION
INTERNATIONAL FUEL GAS CODE (IFGC) 2009 EDITION
NATIONAL ELECTRICAL CODE (NEC) 2009 EDITION
MINNESOTA FIRE CODE 2009 EDITION
MINNESOTA ACCESSIBILITY CODE 2009 EDITION
COMMERCE ENERGY CODE 2009 EDITION

OCCUPANCY / CONSTRUCTION TYPE

OCCUPANCY TYPE: A2 - ASSEMBLY
CONSTRUCTION TYPE: TYPE III

OCCUPANCY CALCULATIONS

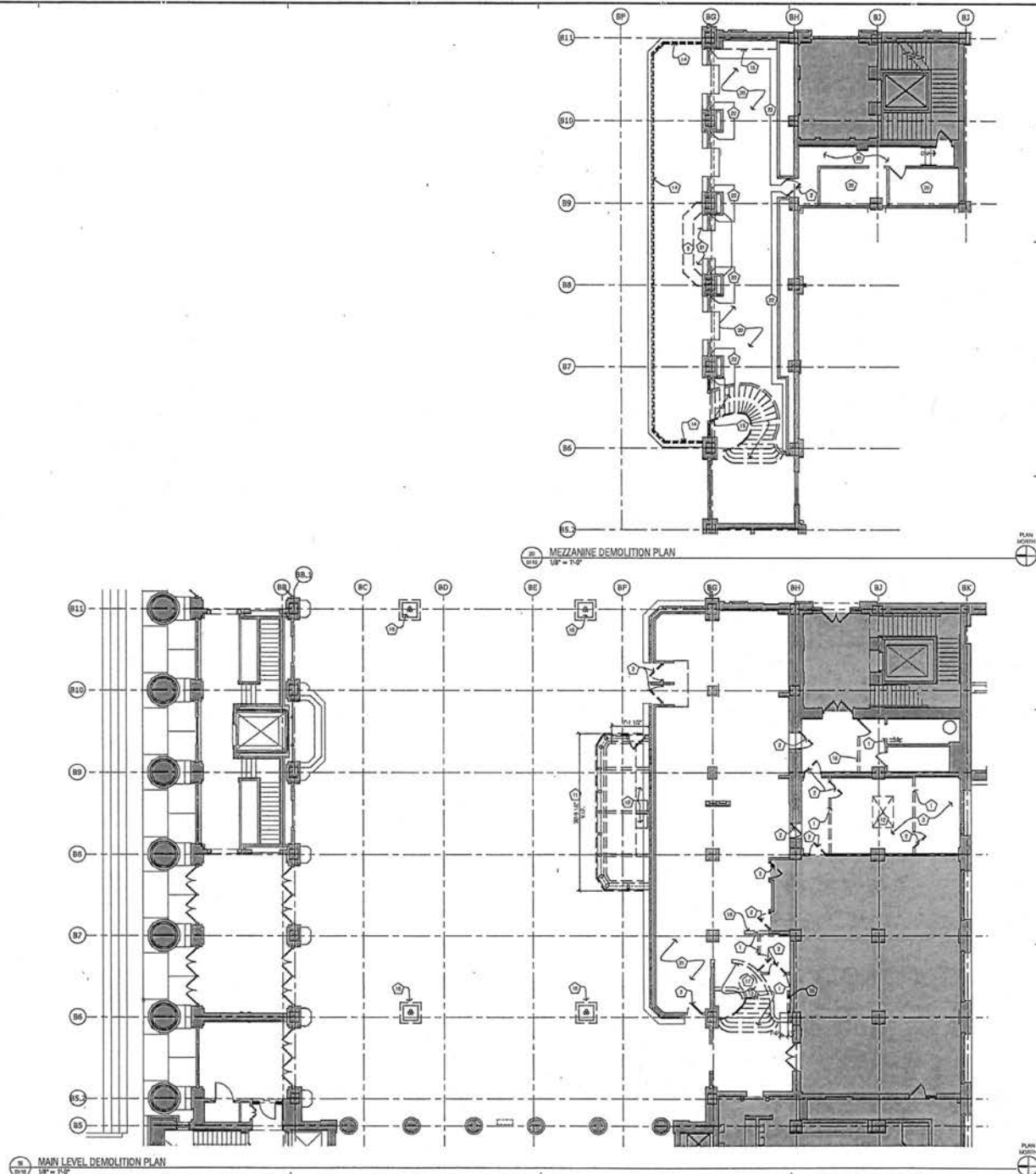
OCCUPANCY AREAS	SF OF FLOOR AREA	TOTAL AREA	ALLOWABLE OCCUPANCY	SYMBOL
ASSEMBLY UNDESIGNATED	15.00	285.00 SF	100	
DRINKING WATER (AMUSEMENT & CHAIRS)	7.00	0.00	0	
ASSEMBLY CONCENTRATED	27.50	427.50 SF	10	
ASSEMBLY CONCENTRATED (NO FLOOR)	27.50	427.50 SF	10	
RECREATION, CONCENTRATED	27.50	427.50 SF	10	
RECREATION, CONCENTRATED (NO FLOOR)	27.50	427.50 SF	10	
OFFICE AREAS	100.00	100.00 SF	0	
MECHANICAL EQUIPMENT AREAS	300.00	300.00 SF	1	
TOTAL OCCUPANCY			200	

REQUIRED EGRESS AND EXITING

BUILDING EGRESS: TOTAL EGRESS REQUIRED (PER 1001)
TOTAL EGRESS PROVIDED (PER 1001)
EGRESS CAPACITY: 1000
NUMBER OF EGRESS REQUIRED (IF 1000 REQUIRED OCCUPANT LOAD IS LESS THAN 1000)
NUMBER OF EGRESS PROVIDED: 2
EXIT EGRESS: MINIMUM DISTANCE REQUIRED: 100' OF OVERALL CORRIDOR, DIST. NOT IN EXCESS OF 100'
DISTANCE PROVIDED: 100'
TRAVEL DISTANCE: 100' OF OVERALL CORRIDOR, DIST. NOT IN EXCESS OF 100'
TRAVEL DISTANCE PROVIDED: 100'
CLEARANCE FROM EGRESS: 70' OF OVERALL CORRIDOR, DIST. NOT IN EXCESS OF 70'

PLUMBING FIXTURE COUNT

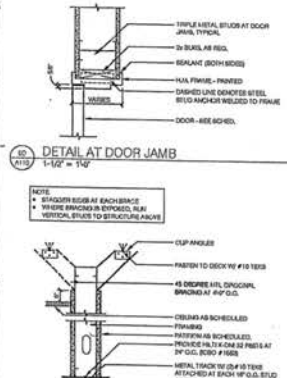
		OCCUPANCY RATIO						Male	SD	Female	SD
		Male Clients		Lodgers				Subsides/Showers	Drinking Fountains	Envy Dates	
		Male	Female	Male	Female						
TOTAL OCC.		100	100	100	100						
CODE REQUIREMENT		1-1-75	1-1-75	1-1-75	1-1-75						
REQUIRED FEATURES		2	2	1	1						
PROPOSED FEATURES		-	-	-	-						

[illegible][illegible]

D110

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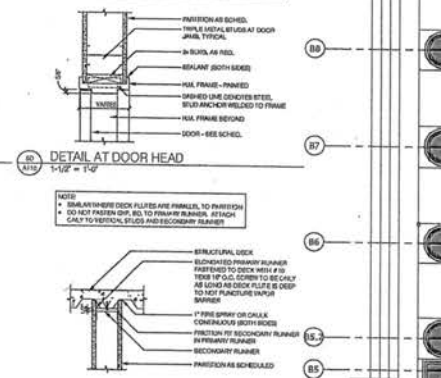
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SE TYPICAL CONNECTION DETAIL

WALL TYPE GENERAL NOTES	
PARTITION TYPE 10 (10-00)	
	GENERAL NOTES:
	1. SELECTED PARTITION TYPE 10 AS NOTED AT 10-00
	2. GROUND/FINISH: $F = 1.68T$; $W = 1.57$; $S = 3.88T$; $W = 6.70T = 43$
	3. PROVIDE INSULATION TO BRICK/CLAY BLOCK: $A = 1/2$ BRICK/CLAY BLOCK PROVIDE 1/2\"/>
	4. PROVIDE 1/2\"/>
	5. REFER TO DETAILS FOR TYPICAL DETAIL AND TOP CONNECTIONS PANELS ONLY
	6. REFER TO TYPICAL, NEW LOADS BEARING UPON 1/2\"/>
	7. PROVIDE FINISH W SP-60 AS PART OF ALL FIRE-RATED WALL ASSEMBLIES
	8. PROVIDE SEALANT AT Joints OF ALL JOINT PERMANENTLY
	9. PROVIDE JOINTING JOINT DETAIL AT Joints AND MACHINED WALL Joints. BRANDED AT 30\"/>
	10. PROVIDE 1/2\"/>
	11. FOR SCHEDULING AND ALIGN Joints, SEE NOTES OF JOINT FRAME, LUMEN, AND Joints
	12. FOR SCHEDULING AND BOLDING INFORMATION, REFER TO AND COMPLY WITH ALL APPLICABLE CODES, PERMITS AND SPECIFICATIONS
TYPE 'M' SERIES - NON RATED / 1 HOUR RATED	
	1. 1/2\"/>
	2. PARTITION INSULATION R-10.00 (1\"/>
	3. 1/2\"/>
	4. 1/2\"/>
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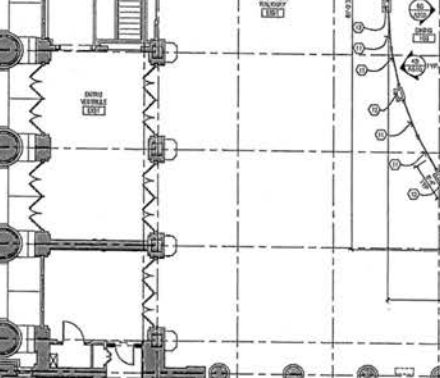
- [illegible]



(E) TYPICAL SLIP TRACK DETAIL
 (F) MAIN FLOOR CONSTRUCTION

DOOR SCHEDULE											
DOOR						FRAME					
UNKN	ROOM	DOOR	TYPE	FIN.	MATL.	FINISH	TYPE	UNKN	FINISH	LABEL	NEW OR
10A	KITCHEN	2'-0" x 7'-0"	1	MFB		PT					1
10B	KITCHEN	2'-0" x 7'-0"	1	MFB		PT					1
10C	KITCHEN	2'-0" x 7'-0"	1	MFB		PT					1
10D	KITCHEN	2'-0" x 7'-0"	1	MFB		PT					1
10E	KITCHEN	2'-0" x 7'-0"	1	MFB		PT					1
10F	MEDICAL	2'-0" x 7'-0"	1	MFB		PT					1
10G	MEDICAL	2'-0" x 7'-0"	1	MFB		PT					1
10H	DATA CLOSET	2'-0" x 7'-0"	1	MFB		PT					1
10I	HALL	2'-0" x 7'-0"	1	MFB		PT					1
10J	STORAGE	2'-0" x 7'-0"	1	MFB		PT					1
REMARKS: 1. ALL DOORS ARE OPERATIONS FOR DOOR HARDWARE TYPES: A. ALL INTERIOR DOORS OPERATE BY HAND AND ARE CONFINED BETWEEN 80" AND 84" A.F.D. B. DOORS TO BE OPENED BY KEYS OR PASSKEYS C. DOOR CLOSURE SWEEP SPINDLE SHALL BE ACQUIRED SO AS NOT TO IMPROVE ON LEAKS FOR DOORS D. DOOR WILL TRIP AT LEAST 5 SECONDS TO MOVE TO A DOOR 2 INCHES FROM THE SLOTTED MODIFIED TO THE LEADING EDGE OF THE DOOR.											
HARDWARE GROUPS											
HARDWARE GROUP 1 • BLACKOUT DOOR • FIBROTEC BY UNIPAC • GEL TO METAL • W/SLIP STOP						HARDWARE GROUP 2 • 1 1/2" RITE-TEC • CLOSER • FIBROTEC BODY LOCKER WITH • RUBBERED BUTTONS					
DOOR TYPES 						FRAME TYPES 					

-
- Technical drawing showing a mechanical assembly with callouts 7, 11, and 17. Callout 7 points to a component labeled 'LIMITE-ELASICO'. Callout 11 points to a component labeled 'HOLLOVIERE'. Callout 17 points to a component labeled 'H0009'.

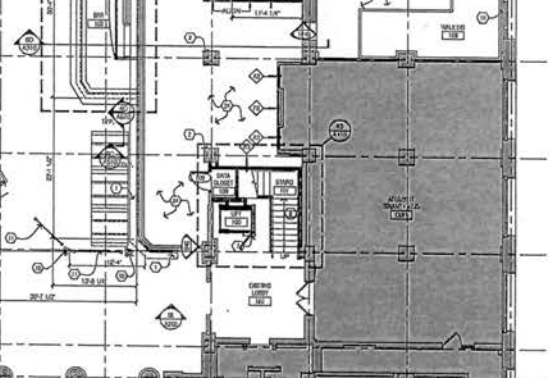


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This is a detailed architectural floor plan of the second floor of the World Trade Center. The plan shows the layout of the two towers and the connecting structure. Key features include:

- Rooms and Areas:** Labeled areas include 'OFFICE', 'STORAGE', 'ELEVATOR', 'STAIR', 'OPEN SPACE', and 'COVERED SPACE'.
- Structural Elements:** The plan shows the 'TOWER' structure, 'CORRIDOR', and 'STAIR'.
- Orientation:** The plan is oriented with North at the top, indicated by a north arrow.
- Dimensions:** The plan includes various dimensions, such as '100' x 100' and '100' x 100'.
- Labels:** The plan includes labels for various rooms and areas, such as 'OFFICE', 'STORAGE', 'ELEVATOR', and 'STAIR'.

-



ST. PAUL, MN 55101

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A110

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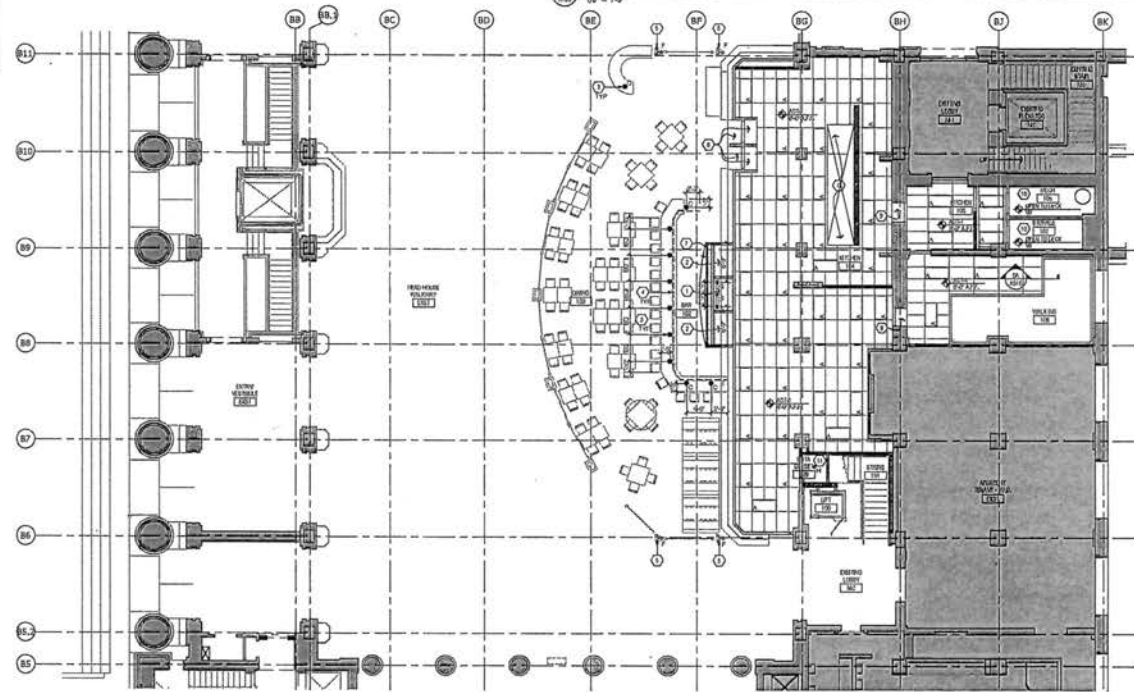
NOTES		
ITEMS UNLISTED HEREIN * SHOULD BE OBTAINABLE		
PLANT SPECIMENS REQUIRED 1. SPECIES IDENTIFICATION 2. SPECIES DETERMINATION 3. SPECIES DETERMINATION 4. SPECIES DETERMINATION	PLANT SPECIMENS REQUIRED 1. SPECIES IDENTIFICATION 2. SPECIES DETERMINATION 3. SPECIES DETERMINATION 4. SPECIES DETERMINATION	PLANT SPECIMENS REQUIRED 1. SPECIES IDENTIFICATION 2. SPECIES DETERMINATION 3. SPECIES DETERMINATION 4. SPECIES DETERMINATION
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ENROL	DESCRIPTION
	TEJAS AZUL FINISHABLE, SCUMBLE AND SOL RESISTANT STYLIS CLEAN POLYURETHANE GANG 1/4" CANTERFUSED CLEAN ROOM COLOR WHITE BOX 23 €
	TEJAS AZUL FINISHABLE, SCUMBLE AND SOL RESISTANT STYLIS CLEAN POLYURETHANE GANG 1/4" CANTERFUSED CLEAN ROOM COLOR WHITE BOX 23 €
	TEJAS AZUL FINISHABLE, SCUMBLE AND SOL RESISTANT STYLIS CLEAN POLYURETHANE GANG 1/4" CANTERFUSED CLEAN ROOM COLOR WHITE BOX 23 €
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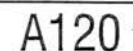
1. SEE LUGGERS IF REP-UTLAL, FOR LED TAPE LIGHT PLACEMENT, T FUTURE.
2. SEE DETAIL FOR GUYED RISER LIGHT T FUTURE.
3. COUNTERCLAIMS TO BE SURFACE MOUNTED. SEE DETAIL FOR CONVEYORISED LAMP PLACING UNIT T FUTURE.
4. SEE DETAIL FOR UNDER COUNTER LED LAMP, T FUTURE.
5. PROVIDE 8" EXTENSION TO SURFACE MOUNTED LIGHT POLE.
6. TWISTING ROFFICE TO REMAIN, PAINT P/CL, VERY VERY HIGH QUALITY LED KEPT IF TRANSFER GRILLING TO REMAIN. PAINT DETAIL TO MATCH ROFFICE. IF TRANSFER GRILLING IS TO BE REMOVED, PAINT OFF SO CEILING.
7. METAL, SLOTTED AND GIP ROFFICE OVER ROCK SPA.
8. WITCHEN EQUIPMENT HOOD, SEE FOOD SERVICE DRAWINGS, MAP TERMINALISED COMPACTOR TO COFFIN LAMP, FOR FOOD SERVICE CESSATION. P/CL, ROFFICE, PLASTER AND METALS ARE REQUIRED.
9. TWO CANISTER FRAMING / P/CLING AND TOP BE BENDING IS NECESSARY. PROVIDE P/CL TUBES TO CEILING AND RECESSED DOOR LOCATION.
10. FUTURE EXPLORED STRUCTURE AN LIGHTING TO REMAIN.
11. PROVIDE, GIP RO A LINDERIDGE OF 4" METAL, UPPER LINDERIDGE FRAMING, PAINT N/CL.
12. CENTER LEAF FRAMING IN DISTING COFFERED CEILING.

[illegible]

1/8" = 1'-0"



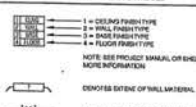
52 MAIN LEVEL REFLECTIVE CEILING PLAN



FINISH PLAN NOTES

1. ALL INTERIOR WALL AND CEILING FINISHES SHALL BE CLASSIFIED IN ACCORDANCE WITH AIA 100. FINISHES SHALL BE CLASSIFIED BY FINISH TYPE AND BY AREA.
2. ALL FINISHES SHALL BE PROVIDED IN ACCORDANCE WITH THE FINISH SCHEDULE.
3. GENERAL CONTRACTOR SHALL PROVIDE FINISHES FOR ALL FLOORS AS SPECIFIED.
4. GENERAL CONTRACTOR SHALL PROVIDE FINISHES FOR ALL WALLS AS SPECIFIED.
5. GENERAL CONTRACTOR SHALL PROVIDE FINISHES FOR ALL CEILINGS AS SPECIFIED.
6. GENERAL CONTRACTOR SHALL PROVIDE FINISHES FOR ALL DOORS AND WINDOWS AS SPECIFIED.
7. GENERAL CONTRACTOR SHALL PROVIDE FINISHES FOR ALL STAIRS AS SPECIFIED.
8. GENERAL CONTRACTOR SHALL PROVIDE FINISHES FOR ALL ELEVATORS AS SPECIFIED.
9. GENERAL CONTRACTOR SHALL PROVIDE FINISHES FOR ALL MECHANICAL ROOMS AS SPECIFIED.
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17. GENERAL CONTRACTOR SHALL PROVIDE FINISHES FOR ALL CONFERENCE ROOMS AS SPECIFIED.
18. GENERAL CONTRACTOR SHALL PROVIDE FINISHES FOR ALL BOARD ROOMS AS SPECIFIED.
19. GENERAL CONTRACTOR SHALL PROVIDE FINISHES FOR ALL EXECUTIVE SUITES AS SPECIFIED.
20. GENERAL CONTRACTOR SHALL PROVIDE FINISHES FOR ALL RECEPTION AREAS AS SPECIFIED.
21. GENERAL CONTRACTOR SHALL PROVIDE FINISHES FOR ALL LOBBIES AS SPECIFIED.
22. GENERAL CONTRACTOR SHALL PROVIDE FINISHES FOR ALL CORRIDORS AS SPECIFIED.
23. GENERAL CONTRACTOR SHALL PROVIDE FINISHES FOR ALL STAIRWELLS AS SPECIFIED.
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100. GENERAL CONTRACTOR SHALL PROVIDE FINISHES FOR ALL RECEPTION SHAFT SHAFT SHAFT SHAFT SHAFTS AS SPECIFIED.

FINISH PLAN SYMBOLS



MAIN LEVEL FINISH PLAN

MEZZANINE FINISH PLAN



10 South Eighth Street
Minneapolis, MN 55402

1 612.339.3257
1 612.340.2930
www.shea.com

UNION DEPOT
214 4TH ST. E.
ST. PAUL, MN 55101

RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY

ISSUED FOR RFP
(NOT FOR CONSTRUCTION)

NO.	DATE	DESCRIPTION
1	10/1/08	ISSUED FOR RFP
2	10/1/08	ISSUED FOR RFP
3	10/1/08	ISSUED FOR RFP
4	10/1/08	ISSUED FOR RFP
5	10/1/08	ISSUED FOR RFP
6	10/1/08	ISSUED FOR RFP
7	10/1/08	ISSUED FOR RFP
8	10/1/08	ISSUED FOR RFP
9	10/1/08	ISSUED FOR RFP
10	10/1/08	ISSUED FOR RFP

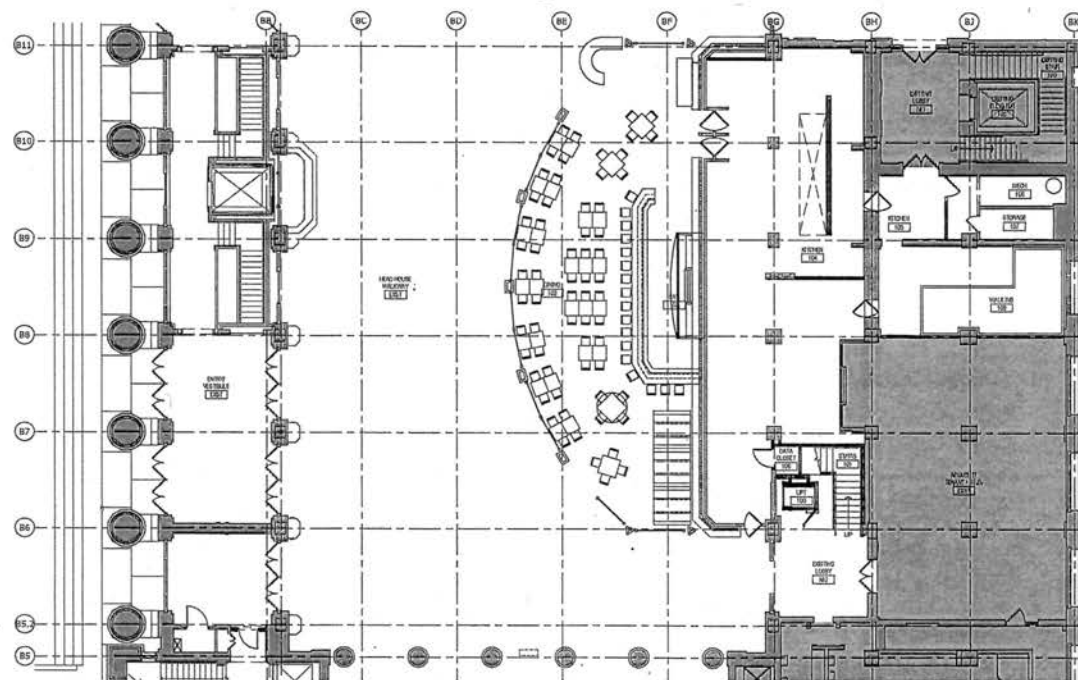
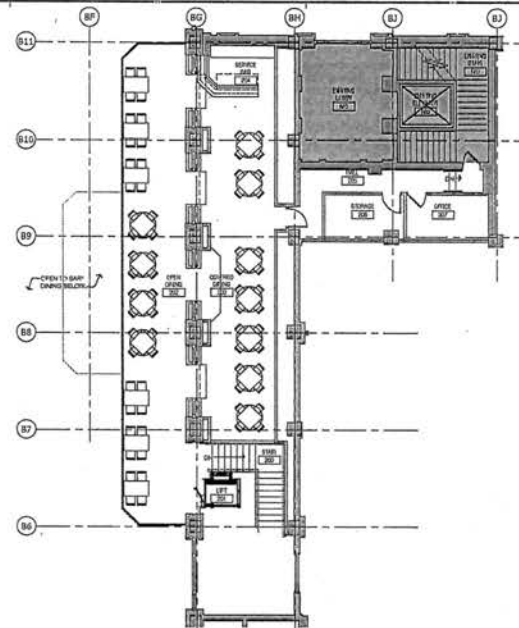
A140

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NOTES					
1 - DENOTES ITEMS TO BE COORDINATED BY GENERAL CONTRACTOR.					
2 - DENOTES ITEMS TO BE FURNISHED AND INSTALLED BY GENERAL CONTRACTOR.					
3 - DENOTES ITEMS TO BE FURNISHED AND INSTALLED BY OWNER / SHEA AND COORDINATED BY GENERAL CONTRACTOR.					
4 - DENOTES ITEMS TO BE FURNISHED BY OWNER INSTALLED AND COORDINATED BY GENERAL CONTRACTOR.					
5 - DENOTES ITEMS TO BE FURNISHED BY OWNER / SHEA AND INSTALLED BY GENERAL CONTRACTOR.					

LOCATION	LF OF BOOTH	NO. OF SEATS
DRIVING - CHAIRS		106
DRIVING - FIXED SEATING	400/24"	18
BAR COUNTER		17
TOTAL SEATS		171
ACCESSIBLE SEATING	ENL.	9

1. ACCESSIBLE BEATING LOCATION
2. XXXX



$\frac{1}{2}$	$\frac{1}{2}$
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1 812_328_7257
1 812_349_2900
slwedesign.com

UNION DEPOT
214 4TH ST. E.
ST. PAUL, MN 55101

RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY

ISSUED FOR RFP
(NOT FOR CONSTRUCTION)

[illegible]

A150

shea

10 South Eighth Street
Minneapolis MN 55402

1 812.338.2257
1 812.340.2930
shea@shea.com

model

PROJECT
UNION DEPOT
214 4TH ST. E.
ST. PAUL, MN 55101

client
RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY

ISSUED FOR RFP
(NOT FOR CONSTRUCTION)

REV.	DATE	REVISION

PROJECT NO.	1762.00	DATE	8.3.2017
DESIGN NO.		REVISED	
MECHANICAL			

FINISH SPECIFICATIONS

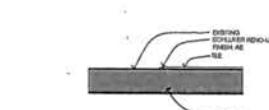
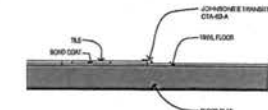
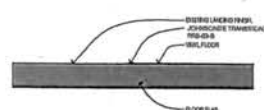
A191

GENERAL FINISH NOTES

PAINT IS HIGH INCORPORATES PER LOCATION, TYPICAL UNLESS NOTED OTHERWISE
 • TRIM: 100% GEL
 • CEILING: 100% GEL
 • WALL: 100% GEL AND 100% GEL
 • FLOOR: 100% GEL AND 100% GEL
 • METAL: 100% GEL

FINISH SPECIFICATIONS

CONCRETE	GLASS	RESILIENT
RESILIENT CONCRETE STYLE: BAY, UNIFORM CONCRETE NOTES: MECHANICAL ROOM 106	MIRROR MFR: TAYLOR STYLE: BAY, UNIFORM CONCRETE THICKNESS: 1/2" CONTACT: 100-100-100 NOTES: MECHANICAL - BAY 106	RESILIENT FLOORING MFR: TAYLOR COLOR: BAY, UNIFORM CONCRETE STYLE: BAY, UNIFORM CONCRETE THICKNESS: 1/2" CONTACT: 100-100-100 NOTES: MECHANICAL - BAY 106
METAL	STONE / SOLID SURFACE	TEXTILES
METAL FINISH: WHITE, BLACK NOTES: MECHANICAL ROOM 106	STONE MFR: TAYLOR TYPE: QUARTZ FINISH: CAMDEN, BLACK THICKNESS: 1/2" CONTACT: 100-100-100 NOTES: BAY 106, 107, 108	TEXTILES MFR: TAYLOR TYPE: QUARTZ FINISH: CAMDEN, BLACK THICKNESS: 1/2" CONTACT: 100-100-100 NOTES: BAY 106, 107, 108
PAINT	PLASTICS	TILE
PAINT MFR: TAYLOR COLOR: BAY, UNIFORM CONCRETE STYLE: BAY, UNIFORM CONCRETE THICKNESS: 1/2" CONTACT: 100-100-100 NOTES: MECHANICAL - BAY 106	PLASTICS MFR: TAYLOR COLOR: BAY, UNIFORM CONCRETE STYLE: BAY, UNIFORM CONCRETE THICKNESS: 1/2" CONTACT: 100-100-100 NOTES: MECHANICAL - BAY 106	TILE MFR: TAYLOR COLOR: BAY, UNIFORM CONCRETE STYLE: BAY, UNIFORM CONCRETE THICKNESS: 1/2" CONTACT: 100-100-100 NOTES: MECHANICAL - BAY 106
WALLCOVERING	WOOD	WOOD
WALLCOVERING MFR: TAYLOR COLOR: BAY, UNIFORM CONCRETE STYLE: BAY, UNIFORM CONCRETE THICKNESS: 1/2" CONTACT: 100-100-100 NOTES: MECHANICAL - BAY 106	WOOD MFR: TAYLOR COLOR: BAY, UNIFORM CONCRETE STYLE: BAY, UNIFORM CONCRETE THICKNESS: 1/2" CONTACT: 100-100-100 NOTES: MECHANICAL - BAY 106	WOOD MFR: TAYLOR COLOR: BAY, UNIFORM CONCRETE STYLE: BAY, UNIFORM CONCRETE THICKNESS: 1/2" CONTACT: 100-100-100 NOTES: MECHANICAL - BAY 106



VINYL TO EXISTING TRANSITION
1/2" = 1'-0"

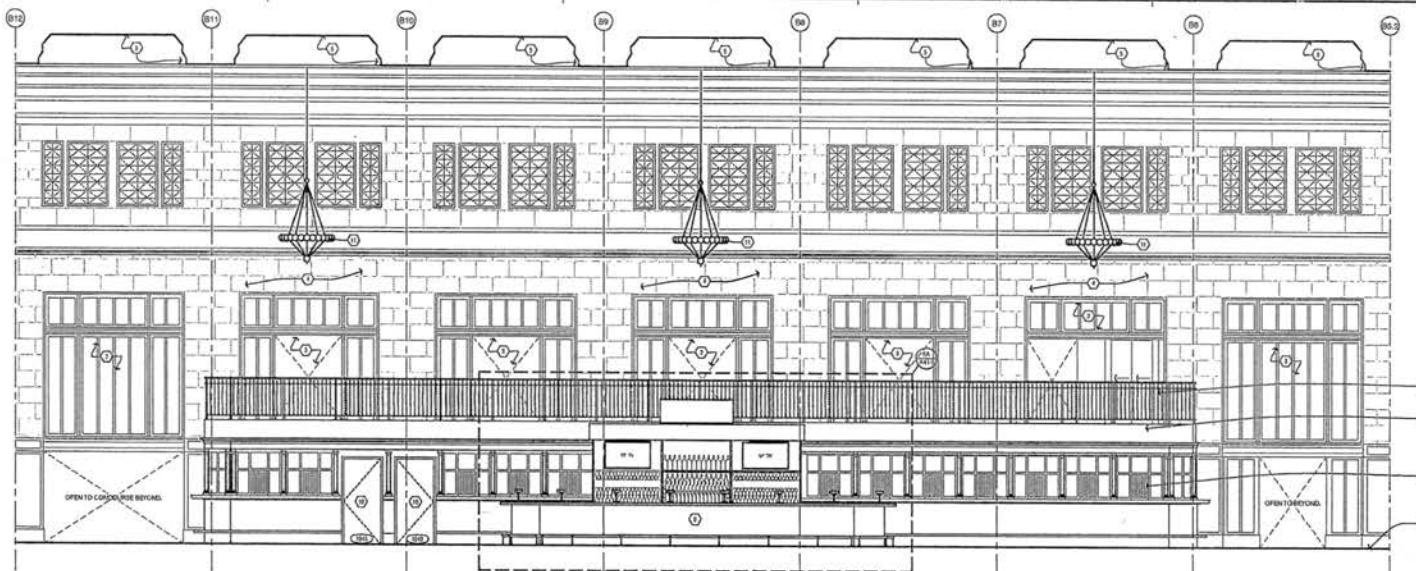
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LVT TO VCT TRANSITION
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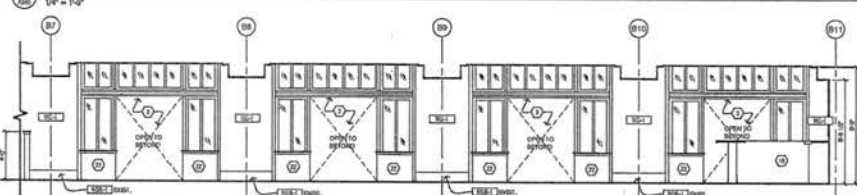
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INTERIOR KEY NOTES

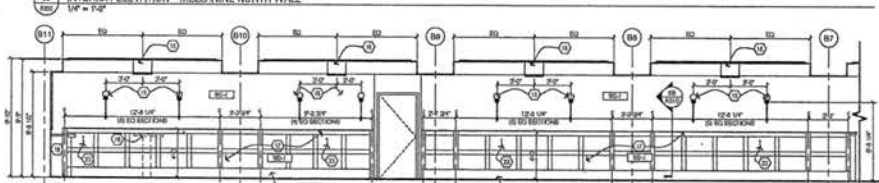
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2. EXISTING STONE TIE-ROD WINDOW STOPFRONT TO REMAIN, GO TO PROTECT CURVED GRAB & CONSTRUCTION.
3. EXISTING WOOD AND GLASS STOPFRONT TO REMAIN.
4. EXISTING STONE SOUTH WALL AT HEAD HOUSE MEZZANINE BEYOND TO REMAIN, GO TO PROTECT CURVED GRAB & CONSTRUCTION.
5. EXISTING HEAD HOUSE GLASS TO REMAIN.
6. RESTAURANT BAY, SEE ENLARGED PLAN AND DETAILS.
7. SEE FINISH PLAN FOR KITCHEN FLOOR AND WALL FINISHES.
8. BUILT UP FLOOR FINISHES AT LOWER PORTION OF MEZZANINE, SEE DETAILS.
9. GUARD RAIL AT MEZZANINE, SEE DETAILS.
10. EXISTING DOORS AT KITCHEN TO BE REPLACED, SEE IN FOR ADDITIONAL INFO.
11. EXISTING CROWN MOULDING TO REMAIN.
12. EXISTING STONE EAST WALL AT HEAD HOUSE MEZZANINE BEYOND TO REMAIN.
13. WHEELCOVER LIFT, SEE SHEET A418.
14. NEW STAIRS, SEE SHEET A418.
15. NEW STAIRCASE, SEE SHEET A420 FOR SPECIFICATIONS.
16. SURFACE MOUNTED DECORATIVE LIGHT FIXTURES, SEE SHEET A420 FOR SPECIFICATIONS.
17. NEW WOOD HANDRAIL.
18. SERVICE BAY, SEE SHEET A418.
19. CUSTOM BUILT WOODEN BARRICADE AT SERVICE BAY BAY.
20. NEW 1/2" WOOD BASE TO MATCH EXISTING WOOD BASE ON ADJACENT WALL.
21. FROSTED GLASS SIDE PANELS AND WELLS.
22. PLASTER, SEE DETAIL DETAILS.
23. GRAIN DIRECTION.



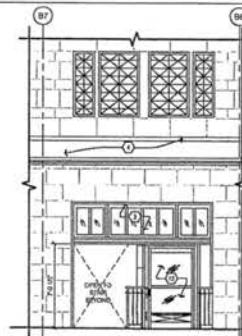
INTERIOR ELEVATION - HEAD HOUSE SOUTH WALL



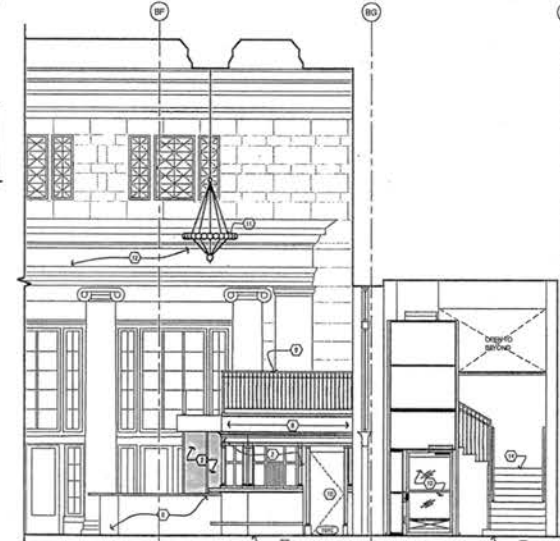
INTERIOR ELEVATION - MEZZANINE NORTH WALL



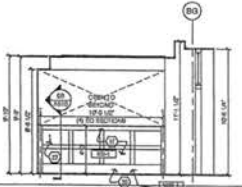
INTERIOR ELEVATION - MEZZANINE SOUTH WALL



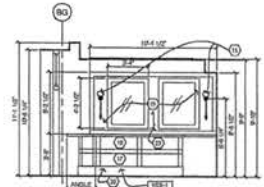
INTERIOR ELEVATION - STAIR & ELEVATOR AT MEZZANINE



INTERIOR ELEVATION - HEAD HOUSE EAST WALL



INTERIOR ELEVATION - MEZZANINE WEST WALL



INTERIOR ELEVATION - MEZZANINE EAST WALL



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1 612 330 2357
1 612 340 2900
sheadesign.com

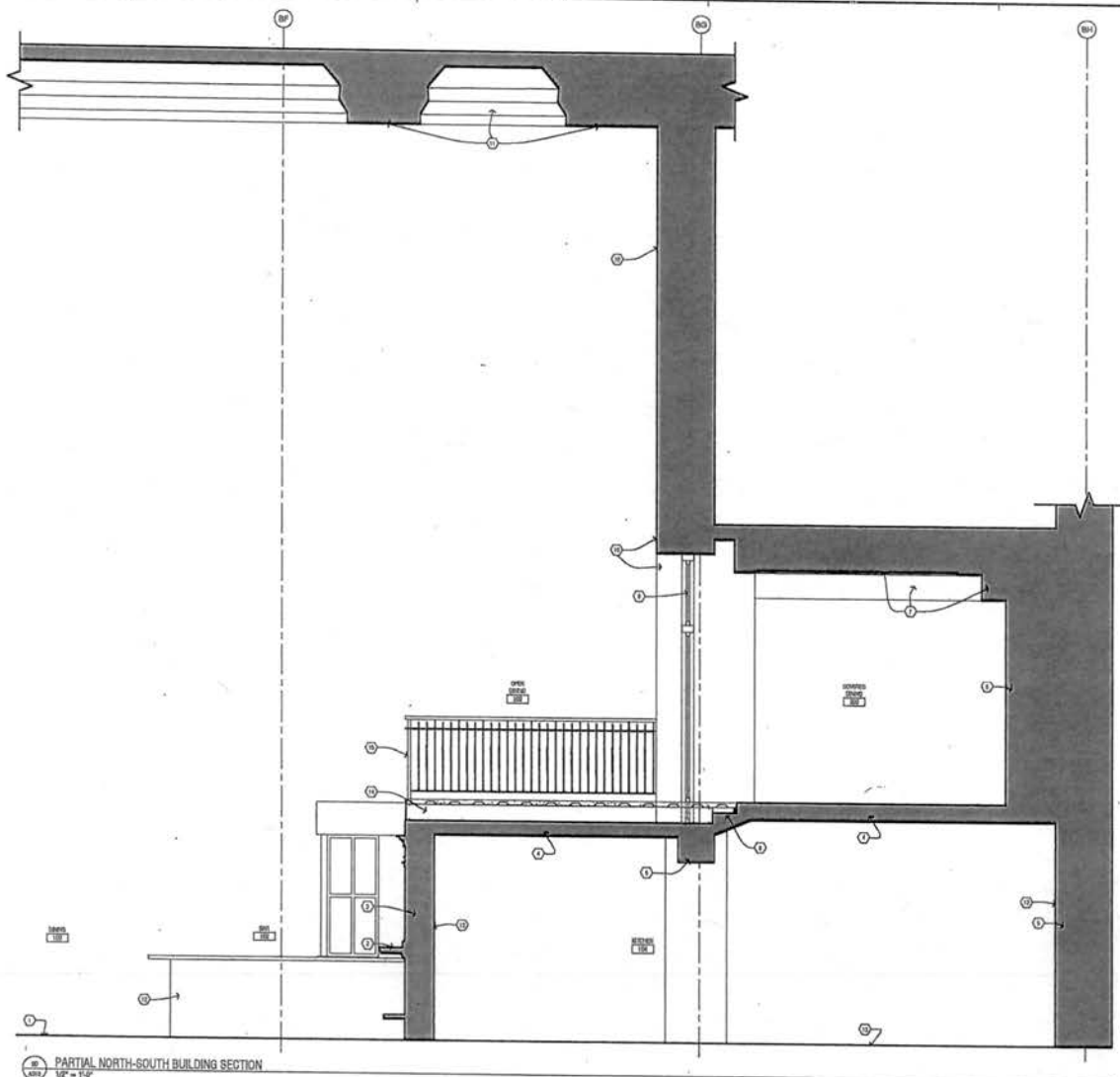
PROJECT
UNION DEPOT
214 4TH ST. E.
ST. PAUL, MN 55101

CLIENT
RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY

ISSUED FOR RFP
(NOT FOR CONSTRUCTION)

NO.	DATE	REVISION
1	08/11/17	ISSUED FOR RFP
2	08/11/17	ISSUED FOR RFP
3	08/11/17	ISSUED FOR RFP
4	08/11/17	ISSUED FOR RFP
5	08/11/17	ISSUED FOR RFP
6	08/11/17	ISSUED FOR RFP
7	08/11/17	ISSUED FOR RFP
8	08/11/17	ISSUED FOR RFP
9	08/11/17	ISSUED FOR RFP
10	08/11/17	ISSUED FOR RFP

A260



- INTERIOR KEY NOTES**
1. EXISTING BEAMS FLOOR TO REMAIN.
 2. EXISTING HISTORIC TIE-BEAM BRACKET TO REMAIN.
 3. EXISTING COMMON WALL, NEW KITCHEN TO REMAIN.
 4. EXISTING POLISHED CONCRETE FLOOR TO REMAIN.
 5. EXISTING WALLY BRIFT TO REMAIN.
 6. EXISTING POLISHED CONCRETE BEAM TO REMAIN. SEE RCP FOR LOKING AND FINISHES.
 7. EXISTING HISTORIC CEILING AT MEZZANINE TO REMAIN. SEE RCP FOR LOKING AND FINISHES.
 8. EXISTING WOOD AND GLASS STOREFRONT AT MEZZANINE TO REMAIN.
 9. EXISTING STOPS TO REMAIN.
 10. EXISTING HISTORIC ALUMINUM WALL AT HEAD HOUSE MEZZANINE BEYOND TO REMAIN.
 11. EXISTING HATCH TO BE CLOSED TO REMAIN.
 12. RESTAURANT BAR, SEE ENLARGED PLAN AND DETAILS.
 13. SEE FURNITURE FOR KITCHEN FLOOR AND TRAIL FINISHES.
 14. BUILD UP FLOOR FINISHED SYSTEM AT LOWER PORTION OF MEZZANINE, SEE DETAILS.
 15. TRUCKSIDE FINISHES AT MEZZANINE, SEE DETAILS.



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shea

Project Site
UNION DEPOT
214 4TH ST. E.
ST. PAUL, MN 55101

Client
RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY

Architect

ISSUED FOR RFP
(NOT FOR CONSTRUCTION)

No.	Date	Description

Project No.	7880.00	Issue Date	3.1.2017
Drawn	DA/MTF	Checked	
Project Name	PARTIAL BUILDING SECTION		

A310

shea

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1 612.340.2000
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Project
UNION DEPOT
214 4TH ST. E.
ST. PAUL, MN 55101

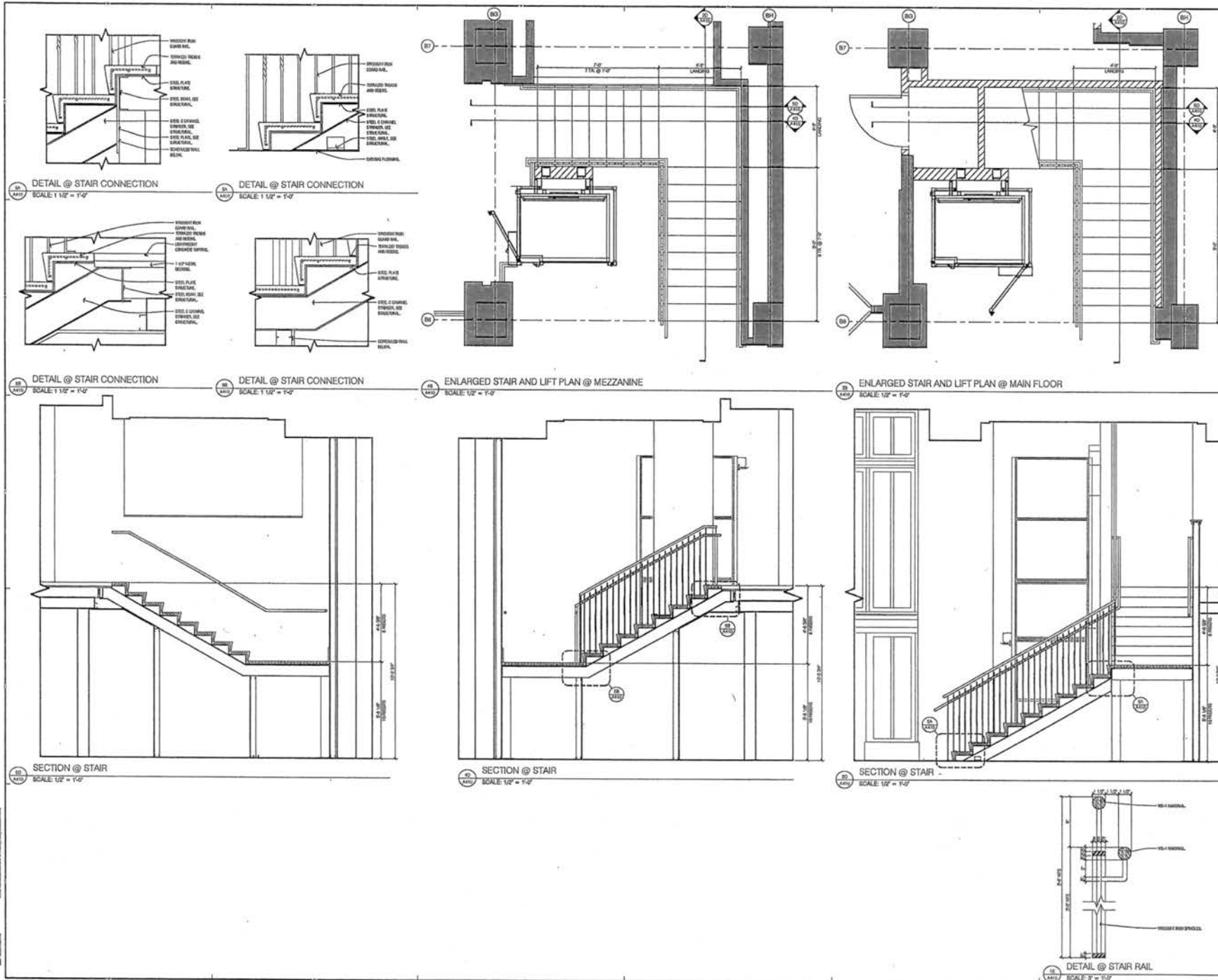
RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY

ISSUED FOR RFP
(NOT FOR CONSTRUCTION)

PROJECT NO.
7582.00
DATE
3.1.2017
BY
JAL/ML
CHECKED

ENLARGED STAIR AND
WHEELCHAIR LIFT PLAN,
SECTIONS, DETAILS

A410



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shea@shea.com

project

UNION DEPOT
214 4TH ST. E.
ST. PAUL, MN 55101

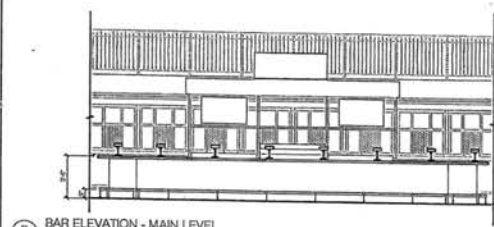
RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY

ISSUED FOR RFP
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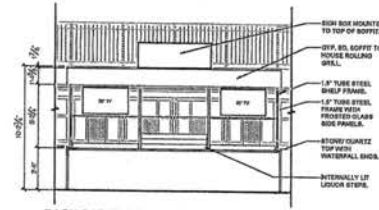
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3	003			
4	004			
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7	007			
8	008			
9	009			
10	010			

ENLARGED BAR PLANS,
SECTIONS, ELEVATIONS &
DETAILS

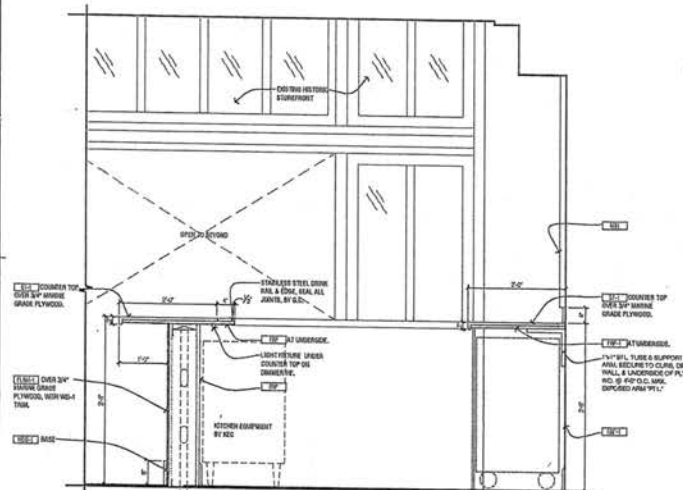
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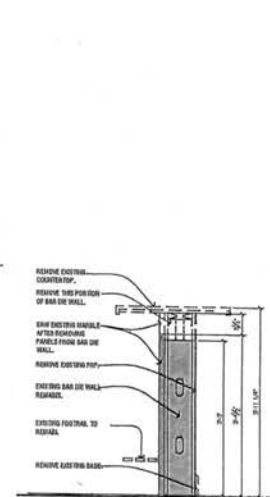
BAR ELEVATION - MAIN LEVEL
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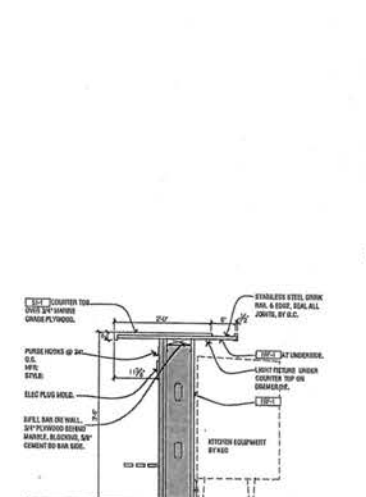
BACK BAR ELEVATION - MAIN LEVEL
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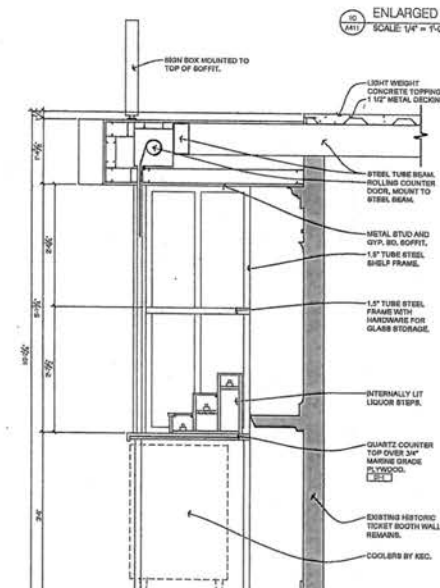
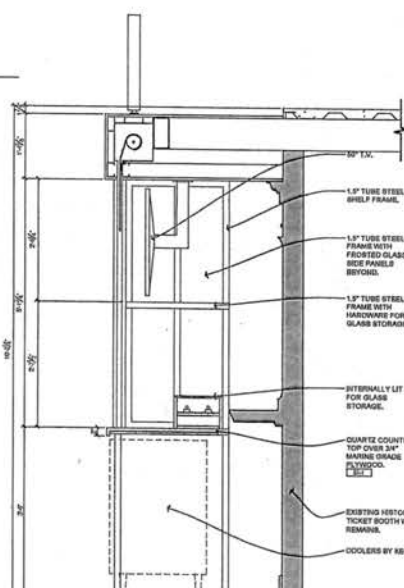
SECTION @ SERVICE BAR - MEZZANINE
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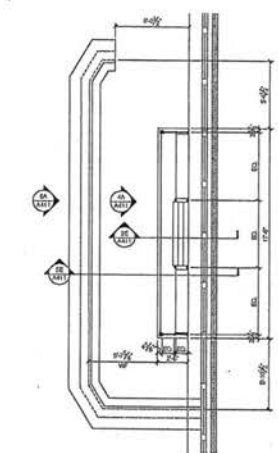
DETAIL SECTION @ FRONT BAR
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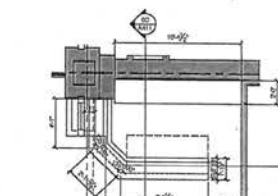
SECTION @ BAR - MAIN LEVEL
SCALE: 1/4" = 1'-0"



SECTION @ BACK BAR - MAIN LEVEL
SCALE: 1/4" = 1'-0"



ENLARGED MAIN FLOOR BAR PLAN
SCALE: 1/4" = 1'-0"



ENLARGED MEZZANINE BAR PLAN
SCALE: 1/4" = 1'-0"

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PROJECT
UNION DEPOT
214 4TH ST. E.
ST. PAUL, MN 55101

OWNER
RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY

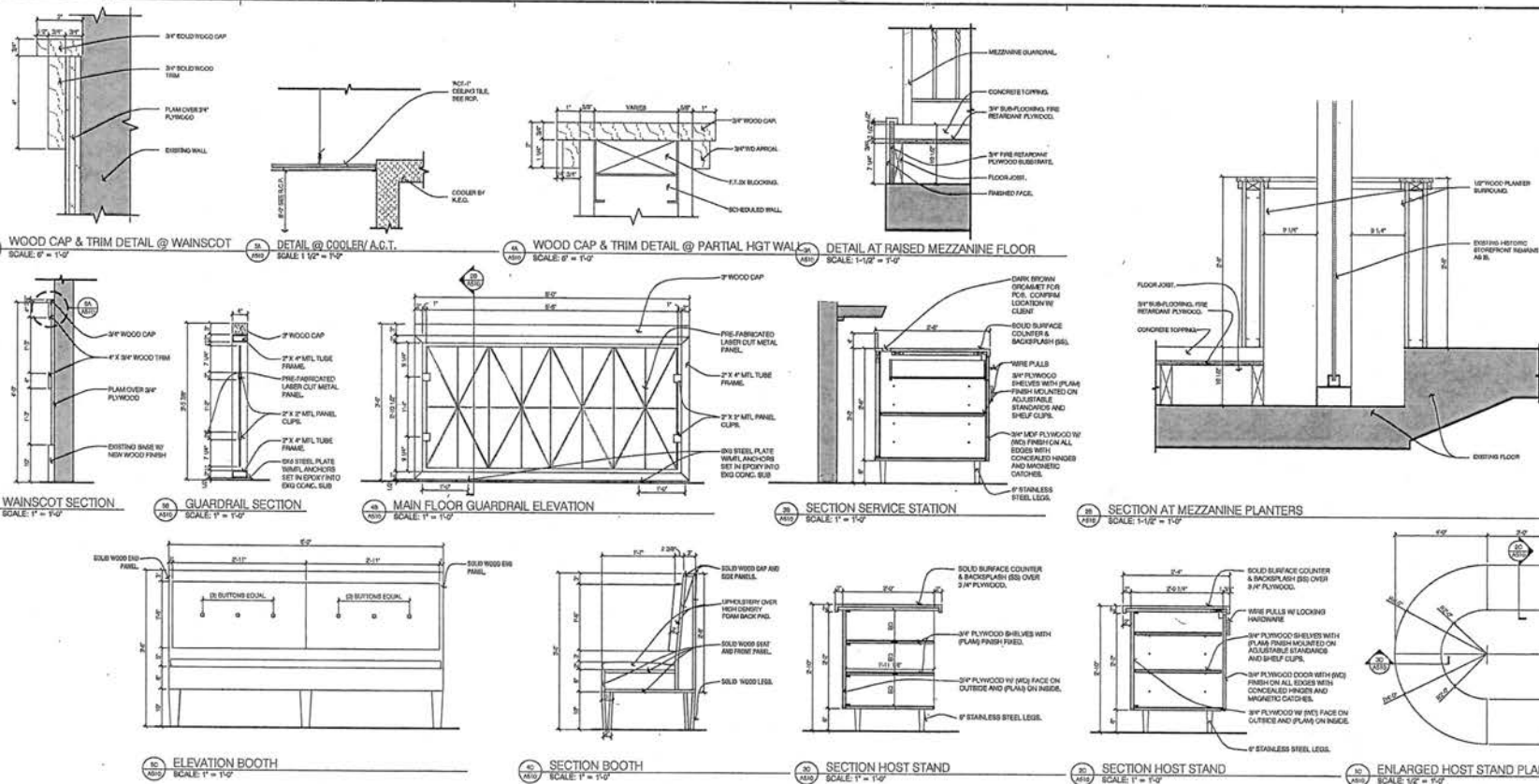
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(NOT FOR CONSTRUCTION)

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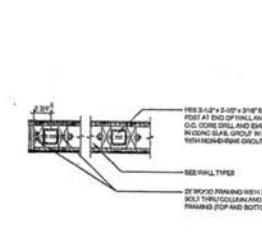
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DATE	1/27	DRAWN	
CHECKED			

CONSTRUCTION DETAILS

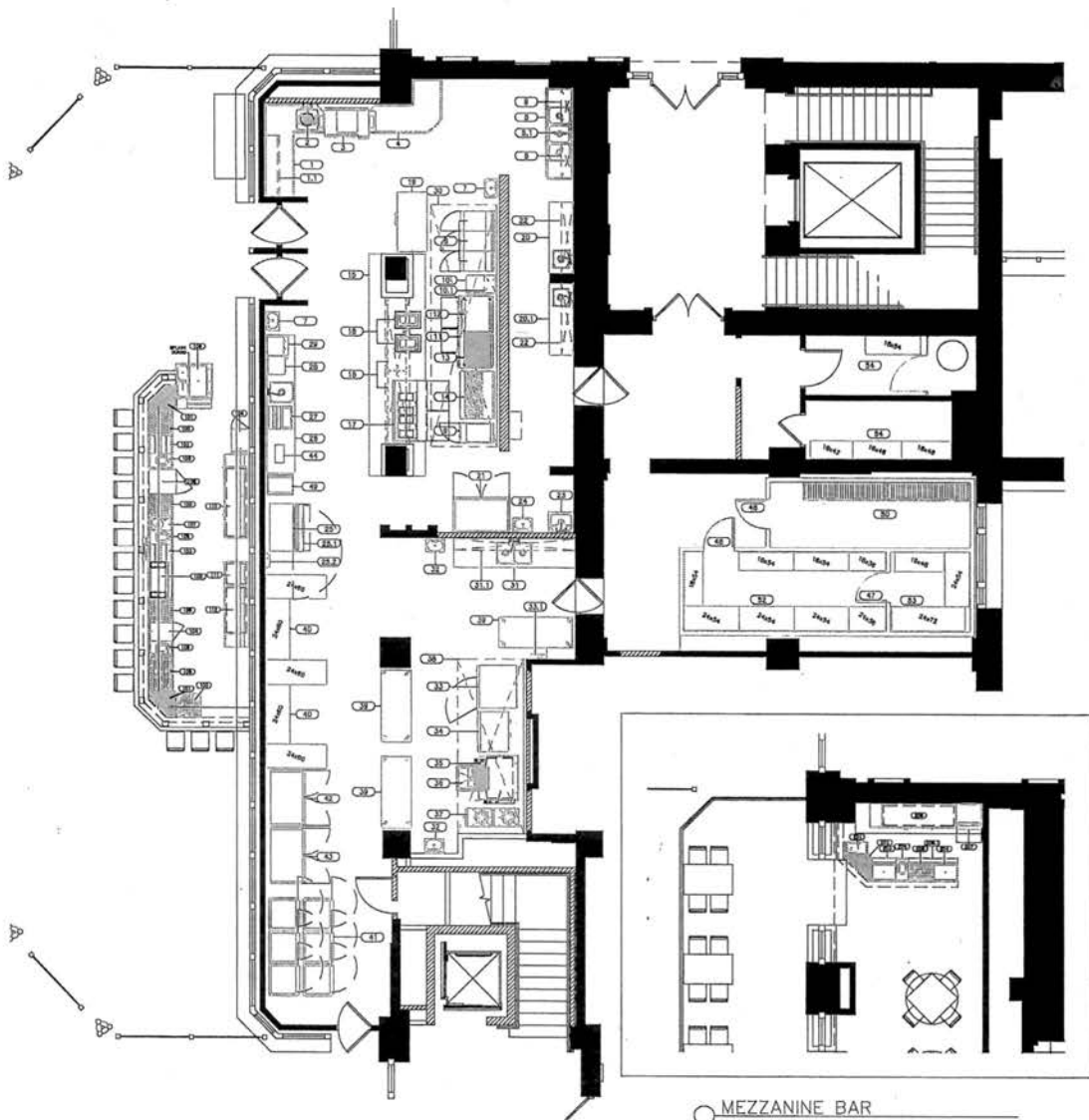
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12



A610

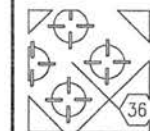


EQUIPMENT SCHEDULE			
ITEM NO	QTY	EQUIPMENT CATEGORY	EQUIPMENT REMARKS
1	1	BOLDED SINK TABLE	
1.1	1	BOLTING SHEET	
2	1	UNDERSEED	
3	1	DISCHARGER, CONVEYOR TYPE	
4	1	CLASAN GRABBLER	
5	1	3 COMP SINK	
5.1	1	PIC-ANGE FAUCET	
6	2	SHELVING, WALL MOUNTED	
7	2	VANO SINK	
8	2	FRYER	
9	2	PASTA COOKER	
10	1	WORK TABLE	
10.1	2	SHELVING, WALL MOUNTED	
11	1	REFRIGERATED EQUIPMENT STAND	
12	1	WINDLE	
13	1	CHWIMBROLER	
14	1	RANGE	
15	1	CHEF PASS	
16	1	DEET LAIP	
17	1	SANDWICH/ SALAD PREP	
18	2	DROP-IN HOT WELL	
19	1	WIDORUP FREEZER	
20	1	WORK TABLE W/ 1 COMP SINK	
20.1	1	WORK TABLE W/ 1 COMP SINK	
21	1	REACH-IN REFRIGERATOR	
22	4	SHELVING, WALL MOUNTED	
23	1	WAP SINK	
24	1	VANO SINK	
25	1	ICE CUBER	
25.1	1	ICE BIN	
26	1	WATER FILTER	
26.1	1	BEVERAGE COUNTER	
27	1	SOCA DISPENSER W/ ICE BIN	BY VENDOR
28	1	COFFEE BREWER	
29	1	COFFEE/ TEA BREWER	
30	1	EXHAUST FAN	
31	1	WORK TABLE W/ 3 COMP SINK	
31.1	1	SHELVING, WALL MOUNTED	
32	2	VANO SINK	
33	1	COMBI OVEN	
33.1	1	WATER FILTER	
34	1	OVEN, CONNECTION, GAS	
35	1	TILT SKILLET	
36	1	FLOOR TROUGH	
37	1	DISCK POT RANGE	
38	1	STRAIGHT HOOD	
39	3	MOBILE WORK TABLE	
40	1	LET SHELVING	
41	8	HATED HANDSET GANT	
42	1	REACH-IN FREEZER	
43	1	REACH-IN REFRIGERATOR	
44	1	P.O.S. SYSTEM	BY VENDOR
45	—	— SPARE KANGER—	
46	1	WALK-IN COOLER	
47	1	WALK-IN FREEZER	
48	1	WALK-IN BEER COOLER	
49	1	WACK, UTILITY	
50	1	LET RACK	
51	1	LET WALK-IN COOLER SHELVING	
52	1	LET WALK-IN FREEZER SHELVING	
53	1	LET STORGE SHELVING	
54	—	— SPARE NUMBER—	
55-48	4	UNDERBAR GLASS RACK	
101	2	UNDERBAR FILERS & DRINKPAROS	
102	1	UNDERBAR ICE CHEST	
103	1	UNDERBAR LIQUOR DISPLAY	
104	2	UNDERBAR POS CABINET	
105	1	UNDERBAR STORAGE CABINET	
106	2	UNDERBAR DRF WASTE	
107	1	UNDERBAR HANDSINK, SOAP & TOWEL	
108	1	GLASSRASHER	
109	1	UNDERBAR PASS-BAR SERVICE STATION	
110	1	BLACK BAR COOLER	
111	1	FRIGSTER/CHILLER, GLASS/WINE/FLAIR	
112	1	BLACK BAR COOLER	
112-20	—	— SPARE NUMBER—	
101	1	UNDERBAR HANDSINK, SOAP & TOWEL	
202	1	UNDERBAR FILERS & DRINKPAROS	
203	1	UNDERBAR ICE CHEST	
204	1	UNDERBAR DRF WASTE	
205	1	UNDERBAR FILERS & DRINKPAROS	
206	1	UNDERBAR ICE CHEST	
207.1	1	UNDERBAR OPTED RAIL	
208	1	GLASSRASHER	
209	1	BLACK BAR COOLER	

GENERAL NOTES

- [illegible]

RAPIDS



Highway 280 & Como Ave
2475 Dowell Ave
St. Paul, MN 55108
Ph. (612) 339-4010
Fax: (612) 339-3737

ADDITIONAL LOCATIONS
Knox, IL

[illegible]

St. Paul Union Depot
10 South Eighth Street
Minneapolis, MN 55402

FOODSERVICE
EQUIPMENT PLAN

REVISIONS

1

2

3

4

5

6

7

DRAWN BY	K.P.B.
CHECKED BY	K.P.B.
DATE ISSUED	2-7-2017
SCALE	1/4" = 1'-0"
JOB NO.	1702DO01

FS-1.0

SHEET 1 OF 1

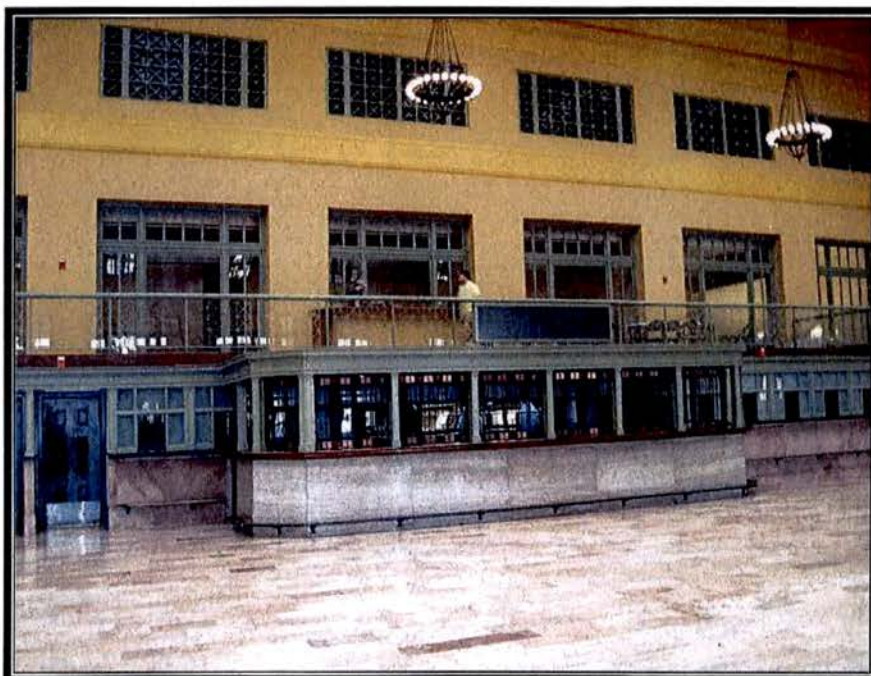
INDUSTRIAL HYGIENE



SERVICES CORPORATION

LIMITED SURVEY
ASBESTOS CONTAINING MATERIALS AND LEAD-BASED PAINT

**UNION DEPOT
RESTAURANT SPACE RENOVATION
ST. PAUL, MINNESOTA
IHSC PROJECT NUMBER: M17-161**



Prepared by:

**INDUSTRIAL HYGIENE SERVICES CORPORATION
4205 White Bear Parkway, Suite 500
Vadnais Heights, Minnesota 55110
(651) 766-9811**

February 27, 2017

TABLE OF CONTENTS

1.0 INTRODUCTION	1
2.0 RESULTS	1
3.0 METHODOLOGY	3
4.0 LIMITATIONS OF BUILDING SURVEY/REMARKS	3

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Appendix B:	Asbestos Material Identification Table
Appendix C:	Material Identification Results
Appendix D:	Lead-Based Paint Table
Appendix E:	Downloaded XRF Instrument Data
Appendix F:	Minnesota Department of Health Certifications

LIMITED SURVEY
ASBESTOS CONTAINING MATERIALS AND LEAD-BASED PAINT

UNION DEPOT
RESTAURANT SPACE RENOVATION
ST. PAUL, MINNESOTA
IHSC PROJECT NUMBER: M17-161

1.0 INTRODUCTION

On February 16, 2017, a representative from Industrial Hygiene Services Corporation (IHSC) conducted a survey for asbestos containing materials (ACM) and lead-based paint of the restaurant space in the Great Hall of the Union Depot located at 214 Fourth Street East in St. Paul, Minnesota. The intent of the investigation was to identify ACM and lead-based paint that may be impacted during renovation activities.

The surveyed areas included the restaurant space on the main level and mezzanine, based on demolition floor plans provided by Ramsey County Regional Railroad Authority. Finishes in the main level were observed to be plaster walls, some covered with gypsum board. Ceilings were concrete, with plaster and gypsum finishes in the rear storage areas. Ceramic tile and terrazzo flooring materials covered the majority of the area, with bare concrete in the southwest storage/mechanical rooms. Finishes in the mezzanine consisted of carpet over concrete; the bar area had ceramic tile flooring. Ceilings were plaster with another suspended plaster ceiling system. Walls were plaster and gypsum.

2.0 RESULTS

IHSC conducted a limited survey; areas requiring destructive measures to inspect, such as wall cavities or materials beneath mirror and granite finishes in the mezzanine, were not accessed.

Photographic images of site conditions are included in Appendix A, Photographic Log.

Asbestos Containing Materials

Representative bulk samples of suspect materials were collected throughout the survey areas. The samples were analyzed using polarized light microscopy (PLM). Materials sampled, sample locations, approximate material amount, and analytical results are summarized in Appendix B, Asbestos Material Identification Table. The laboratory report, Chain-of-Custody, and Material Identification Results are included in Appendix C. Suspect ACM not specifically identified as being sampled in this report should be presumed to be asbestos containing until sampling and analysis prove them to be otherwise.

The Environmental Protection Agency (EPA) regulates asbestos materials related to building renovation or demolition in its Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) regulation, 40 CFR Part 61. In the NESHAP, ACM are divided into categories, which affect removal and disposal options.

Of the materials sampled, the following were found to be asbestos containing, per EPA definitions:

Material	Location	Total Quantity	NESHAP Category*
Paint on Wrap of Pipe Fitting Insulation	Mechanical Room Beneath West Staircase	11 Each	Category II Non-Friable
Gray Duct Sealant	Kitchen Area	1 Square Foot	Category II Non-Friable

*Per NESHAP – Friable asbestos material means any material containing more than one percent asbestos, that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. Category I non-friable ACM means asbestos containing packing, gaskets, resilient floor covering, and asphalt roofing products containing more than one percent asbestos. Category II non-friable ACM means any material, excluding Category I non-friable ACM, containing more than one percent asbestos that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

The asbestos associated with the pipe fitting insulation was reported to be in a paint layer on the exterior wrap of the insulation. Pipe fitting insulation is a friable ACM, however the paint is a non-friable material. The asbestos containing paint layer was not identified in the pipe fitting sample 11B, as it only included the insulation component, not any of the wrap material.

The asbestos containing seam sealant was observed on an exposed section of ductwork along the south wall of the kitchen area. The quantity of material reflects the amount visible. The survey was limited to accessible materials.

Lead-Based Paint

IHSC conducted a survey of predominant paint types on the surfaces of the restaurant spaces. A Niton X-Ray Fluorescence (XRF) analyzer was used to quantify lead concentrations. Green/gold paint on older plaster surfaces, including the south wall and columns on the main level and the ceiling space, above the suspended ceiling in the mezzanine, were found to have lead-based paint. Appendix D, Lead-Based Paint Table, presents the description of the painted surfaces tested and results. A copy of the XRF measurements are included in Appendix E, Downloaded XRF Instrument Data.

According to the EPA and the Minnesota Department of Health, results equal to or above 1.0 milligram per centimeter squared or 0.5% by weight are considered lead-based paint. In the

absence of lead-based painted surfaces, no toxicity characteristic leaching procedure sampling was conducted to characterize the waste.

Lead concentrations below 5,000 mg/kg have been known to produce airborne lead levels over the Occupational Safety and Health Administration (OSHA) action level of 30 micrograms per cubic meter of air ($\mu\text{g}/\text{m}^3$). The OSHA Lead in Construction Standard 29 CFR 1926.62 does not specify what surface concentrations are affected by this standard. Any activity on any surface, which generates airborne lead dust or fumes over the action level of 30 $\mu\text{g}/\text{m}^3$, is covered by this regulation.

3.0 METHODOLOGY

Asbestos sample analysis was completed in IHSC's St. Paul, Minnesota laboratory, which successfully participates in the Bulk Asbestos Proficiency Analytical Program administered through the American Industrial Hygiene Association. IHSC's laboratory identification number is 102840. Bulk asbestos analysis is conducted in accordance with the EPA's methods 40 CFR, Part 763, Ch. 1, Subpart F, Appendix A (07/01/87 Edition) and EPA 600/R-93/116 July, 1993, utilizing PLM and dispersion staining techniques. The analytical method's lower detection is one percent asbestos by volume. The method provides the percentage of asbestos present and distinguishes the following types of asbestos: chrysotile, amosite, crocidolite, tremolite, actinolite, and anthophyllite. Analyses were in compliance with the quality control procedures specified by the methods.

The portion of the samples not consumed in the analysis will be retained by IHSC for a period of 30 days and then disposed of unless IHSC receives notification to return the samples to you.

IHSC personnel who performed the building survey and sampling have completed, at a minimum, an EPA approved training course in asbestos survey and the applicable refresher training courses and lead risk assessment. Copies of the asbestos inspector current certifications are enclosed in Appendix F.

4.0 LIMITATIONS OF BUILDING SURVEY/REMARKS

The quantity of samples, sample locations, and analyses performed were selected to provide analytical data to document and evaluate current site conditions. The reporting of bulk analytical results are presented as estimates resulting from an analysis by EPA approved

methods. This information should be used only to determine appropriate response actions and should not be construed as positive confirmation of any material constituent, make-up, or identity.

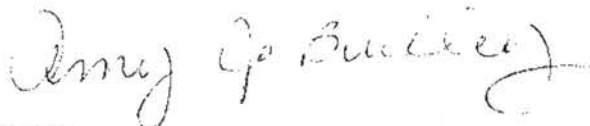
Any discussion or recommendations contained in this report represent our professional opinions. These opinions are based on currently available information and are arrived at in accordance with currently accepted industrial hygiene practices at this time and location. Other than this, no guarantee is implied or intended.

Every effort was made to evaluate materials in the Union Depot restaurant space. Evaluation was based on past experience with similar materials, similar buildings, similar budgeting, and time constraints. IHSC maintains that materials observed, samples collected, and results reported are factual and accurate.

We appreciate the opportunity to be of service to you on this project. If you have any questions or concerns regarding this report, please contact me at (651) 287-5372.

This report was prepared by:

INDUSTRIAL HYGIENE SERVICES CORPORATION



Amy J. Buckley

Senior Project Manager

Minnesota Department of Health Asbestos Inspector Card Number AI-2229

Minnesota Department of Health Lead Risk Assessor Card Number L190

APPENDIX A

Photographic Log



INDUSTRIAL
HYGIENE
SERVICES
CORPORATION

Union Depot – Restaurant Space St. Paul, Minnesota



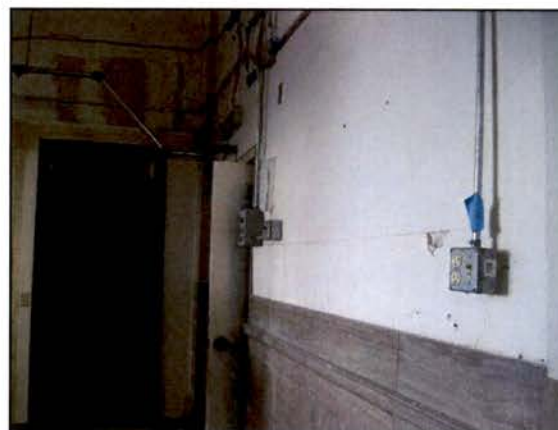
6" Ceramic Floor Tile Adhesive and Grout
(Samples 1A and 2A)



Wall Plaster (Sample 3A)



Column Plaster (Sample 3B)



Wall Plaster (Sample 3C)



Column Plaster (Sample 3D)



Black Adhesive Residue (Sample 4A)



INDUSTRIAL
HYGIENE
SERVICES
CORPORATION

Union Depot – Restaurant Space St. Paul, Minnesota



Amber Adhesive Residue (Sample 5A)



Gypsum Wall Board with Tape and Joint Compound (Sample 6A)



Gypsum Wall Board with Tape and Joint Compound, Newer and Gold Adhesive Residue (Samples 7A and 13A)



Hexagon Floor Tile Adhesive and Grout (Samples 9A and 10A)



Asbestos Containing Wrap on Pipe Fitting Insulation (Samples 11A-C)



Brown Adhesive Residue (Sample 12A)



Gray Baseboard Adhesive (Sample 15A)



Fire Door Insulation (Sample 16A)



Duct Paint Adhesive (Sample 17A)



Asbestos Containing Duct Seam Sealant
(Sample 21A)



Mezzanine – Ceiling Plaster (Sample 3E)



Mezzanine – Ceiling Plaster (Sample 3F)



Mezzanine – Ceiling Plaster (Sample 3G)



Mezzanine – Gypsum Board with Tape and Joint Compound and Black Baseboard Adhesive (Samples 8A and 20A)



Mezzanine – Floor Tile Adhesive and Grout (Samples 18A and 19A)



Mezzanine – Wall Texture (Samples 22A-C)



Lead Based Green/Gold Paint on Plaster (PB-18), with Adjacent White Paint (Pb-19)



Mezzanine – Lead Based Green Paint on Plaster in the Ceiling Space

Union Depot – Restaurant Space St. Paul, Minnesota



Wood Door Interior (No suspect asbestos containing materials)



Fire Door Labeled Hollow Metal (No insulation)



Mezzanine – Mirror and Granite Counter
Not Disturbed During Survey (Potential
asbestos containing materials behind these
items)

APPENDIX B

Asbestos Material Identification Table

ASBESTOS MATERIAL IDENTIFICATION TABLE

Project Name: Union Depot
Restaurant Space
St. Paul, Minnesota

IHSC Project No.: M17-161

Date Sampled: February 16, 2017

Inspector: Amy Buckley



Room ID	Material Identification		Sample Number	Estimated Quantity	Units	ACM Results
Main Level	6" Ceramic Tile Adhesive	Floor	1A	4,700	Square Feet	None Detected
	6" Ceramic Tile Grout	Floor	2A	4,700	Square Feet	None Detected
	Plaster	Wall and Ceiling	3A,B,C,D	10,000	Square Feet	None Detected
	Adhesive Residue	Black	4A	600	Square Feet	None Detected
	Adhesive Residue	Amber	5A	900	Square Feet	None Detected
	Gypsum Board with Tape and Joint Compound	Wall	6A,7A	3,600	Square Feet	None Detected
	Hexagon Ceramic Tile Adhesive	Floor	9A	375	Square Feet	None Detected
	Hexagon Ceramic Tile Grout	Floor	10A	375	Square Feet	None Detected
	Pipe Fitting Insulation on Fiberglass	Gray Fibrous	11A,B,C	11	Each	2% Chrysotile in Paint Layer
	Adhesive Residue	Brown	12A	12	Square Feet	None Detected
	Adhesive Residue	Gold	13A	100	Square Feet	None Detected
	Baseboard Adhesive	Black	15A	80	Linear Feet	None Detected
	Fire Door Insulation	White Fibrous	16A	2	Doors	None Detected
	Duct Insulation Pin Adhesive	Gold	17A	10	Square Feet	2% Chrysotile
	Duct Sealant	Gray	16*	1	Square Foot	None Detected
Mezzanine	Plaster	Wall and Ceiling	3E,F,G	10,000	Square Feet	None Detected
	Gypsum Board with Tape and Joint Compound	Wall	8A	3,700	Square Feet	None Detected
	Hexagon Ceramic Tile Adhesive	Floor	18A	90	Square Feet	None Detected
	Hexagon Ceramic Tile Grout	Floor	19A	90	Square Feet	None Detected
	Baseboard Adhesive	Black	20A	370	Linear Feet	None Detected
	Wall Texture	Swirled	23A,B,C	960	Square Feet	None Detected

APPENDIX C

Material Identification Results and Chain-of-Custody

MATERIAL IDENTIFICATION RESULTS

Prepared By: INDUSTRIAL HYGIENE SERVICES CORPORATION
4205 White Bear Parkway, Suite 500
Vadnais Heights, Minnesota 55110

IHSC Project Name: Union Depot, St. Paul, Minnesota
IHSC Project Number: M17-161



Date Sampled: 02/16/17
Date Received: 02/17/17
Date Analyzed: 02/17/17

Location	Material Identification	Sample Number	Type of Asbestos	Percent Asbestos
Main Level	6" Ceramic Tile, Adhesive	021617-1A	None Detected	None Detected
Main Level	6" Ceramic Tile, Grout	021617-2A	None Detected	None Detected
Main Level, South Wall	Plaster	021617-3A	None Detected	None Detected
Main Level, East Column	Plaster	021617-3B	None Detected	None Detected
Main Level, North Wall	Plaster	021617-3C	None Detected	None Detected
Main Level, West Column	Plaster	021617-3D	None Detected	None Detected
Mezzanine, Main Area West, Ceiling	Plaster	021617-3E	None Detected	None Detected
Mezzanine, Main Area East, Ceiling	Plaster	021617-3F	None Detected	None Detected
Mezzanine, Corridor, Ceiling	Plaster	021617-3G	None Detected	None Detected
Main Level South Wall	Black Adhesive Residue	021617-4A	None Detected	None Detected
Main Level, South Wall	Amber Adhesive Residue	021617-5A	None Detected	None Detected
Main Level Southeast	Gypsum Board with Tape and Joint Compound	021617-6A	None Detected	None Detected
Main Level West	Gypsum Board with Tape and Joint Compound	021617-7A	None Detected	None Detected
Mezzanine	Gypsum Board with Tape and Joint Compound	021617-8A	None Detected	None Detected
Main Level, West	Hexagon Floor Tile Adhesive	021617-9A	None Detected	None Detected
Main Level, West	Hexagon Floor Tile Grout	021617-10A	None Detected	None Detected
Main Level, West Mechanical Room	Pipe Fitting Insulation	021617-11A	Chrysotile	<1% (2% in paint)
Main Level, West Mechanical Room	Pipe Fitting Insulation	021617-11B	None Detected	None Detected
Main Level, West Mechanical Room	Pipe Fitting Insulation	021617-11C	Chrysotile	<1% (2% in paint)

Analyst: Susan Grubb

MATERIAL IDENTIFICATION RESULTS

Prepared By: INDUSTRIAL HYGIENE SERVICES CORPORATION
4205 White Bear Parkway, Suite 500
Vadnais Heights, Minnesota 55110

IHSC Project Name: Union Depot, St. Paul, Minnesota
IHSC Project Number: M17-161

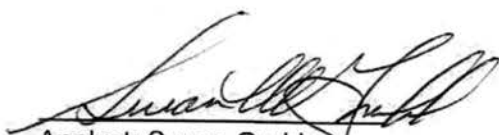


Date Sampled: 02/16/17
Date Received: 02/17/17
Date Analyzed: 02/17/17

Location	Material Identification	Sample Number	Type of Asbestos	Percent Asbestos
Main Level, South Wall	Brown Adhesive Residue	021617-12A	None Detected	None Detected
Main Level West	Gold Adhesive Residue	021617-13A	None Detected	None Detected
Main Level, Storage	Baseboard Adhesive	021617-15A	None Detected	None Detected
Main Level, Rear Storage	Fire Door Insulation	021617-16A	None Detected	None Detected
Main Level, South	Duct Insulation Pin Adhesive	021617-17A	None Detected	None Detected
Mezzanine, Bar	Ceramic Floor Tile Adhesive	021617-18A	None Detected	None Detected
Mezzanine, Bar	Ceramic Floor Tile Grout	021617-19A	None Detected	None Detected
Mezzanine, Offices	Black Baseboard Adhesive	021617-20A	None Detected	None Detected
Main South	Duct Sealant	021617-21A	Chrysotile	2%
Mezzanine, Main	Wall Texture	021617-22A	None Detected	None Detected
Mezzanine, Main	Wall Texture	021617-22B	None Detected	None Detected
Mezzanine, Main	Wall Texture	021617-22C	None Detected	None Detected

None Detected = No asbestos was detected in the portions of the sample analyzed.

The samples were analyzed using polarized light microscopy and dispersion staining techniques utilizing the EPA-approved methodology 600/R-93/116, dated July, 1993. This method estimates the amount of asbestos present and distinguishes between the following types of asbestos: chrysotile, amosite, crocidolite, tremolite, actinolite, and anthophyllite. The results are presented as estimates based on this method for the portions of the samples analyzed.


Analyst: Susan Grubb



CHAIN-OF-CUSTODY RECORD

4205 White Bear Parkway
Suite 500
Vadnais Heights, MN 55110
651-766-9811
651-766-9822

IHSC Project No: M17-181		Page: 1 of 4		Sample Matrix: (S)oil, (A)ir, (B)ulk, (A)queous, S(ludge, (O)ther	Analysis Requested				Number of Containers	Lab Name: IHSC				
Project Manager: Amy Buckley		Turn Request			Asbestos - PLM						LAB USE ONLY			
Project Name: Union Depot		Normal: ☒ _____									Lab Project No.			
Project Location: St. Paul, MN		Rush: _____									Accept (A) Reject (R)	Sample Condition as Received		Laboratory Sample Number
Sampler Signature: <i>Amy Buckley</i>		Other: _____										Chilled YES / NO		
Sample ID	Sample Location Description	Date/Time Sampled								Sealed YES / NO				
										Sample Condition Comments				
021617-1A	Main Level - 6" Ceramic Tile Adhesive	2/16/2017	B	X					1		<i>[Handwritten signatures]</i>			
021617-2A	Main Level - 6" Ceramic Tile Grout	2/16/2017	B	X					0					
021617-3A	Main Level, South Wall - Plaster	2/16/2017	B	X					1					
021617-3B	Main Level, East Column - Plaster	2/16/2017	B	X					1					
021617-3C	Main Level, North Wall - Plaster	2/16/2017	B	X					1					
021617-3D	Main Level, West Column - Plaster	2/16/2017	B	X					1					
021617-3E	Mezzanine, Main Area West - Ceiling <i>PLASTER</i>	2/16/2017	B	X					1					
021617-3F	Mezzanine, Main Area East - Ceiling <i>PLASTER</i>	2/16/2017	B	X					1					
021617-3G	Mezzanine, Corridor - Ceiling <i>PLASTER</i>	2/16/2017	B	X					1					
021617-4A	Main Level South Wall - Black Adhesive Residue	2/16/2017	B	X					1					
General Comments: Results to Amy Buckley 651-287-5372, test series until positive									9	Total Number of Containers				
Relinquished by: <i>Amy Buckley</i>			Relinquished by:											
Company: <i>IHSC</i>			Company:			Company:								
Received by:			Received by:			Relinquished by:								
Company:			Company:			Company:								
Date:			Date:			Date:								



CHAIN-OF-CUSTODY RECORD

4205 White Bear Parkway
Suite 500
Vadnais Heights, MN 55110
651-766-9811
651-766-9822

IHSC Project No: M17-161		Page: 2 of 4		Sample Matrix: (S)oil, (A)ir, (B)ulk, (L)iquid, (S)olid, (O)ther	Analysis Requested				Number of Containers	Lab Name: IHSC				
Project Manager: Amy Buckley		Turn Request			Asbestos - PLM						LAB USE ONLY			
Project Name: Union Depot		Normal: <u> </u> x <u> </u>									Lab Project No.			
		Rush: <u> </u>									Accept (A) Reject (R)	Sample Condition as Received		Laboratory Sample Number
Project Location: St. Paul, MN		Other: <u> </u>										Chilled YES / NO		
Sampler Signature: <i>Amy G. Buckley</i>						Sealed YES / NO		Sample Condition Comments						
Sample ID	Sample Location Description	Date/Time Sampled												
021617-5A	Main Level, South Wall - Amber Adhesive Residue	2/16/2017	B	X					1					
021617-6A	Main Level Southeast - Gypsum Board with Tape and Joint Compound	2/16/2017	B	X					1					
021617-7A	Main Level West - Gypsum Board with Tape and Joint Compound	2/16/2017	B	X					1					
021617-8A	Mezzanine - Gypsum Board with Tape and Joint Compound	2/16/2017	B	X					1					
021617-9A	Main Level, West - Hexagon Floor Tile Adhesive	2/16/2017	B	X					1					
021617-10A	Main Level, West - Hexagon Floor Tile Grout	2/16/2017	B	X					0					
021617-11A	Main Level, West Mech Room - Pipe Fitting Insulation	2/16/2017	B	X					1					
021617-11B	Main Level, West Mech Room - Pipe Fitting Insulation	2/16/2017	B	X					1					
021617-11C	Main Level, West Mech Room - Pipe Fitting Insulation	2/16/2017	B	X					1					
021617-12A	Main Level South Wall - Brown/Adhesive Residue	2/16/2017	B	X					1					
General Comments: Results to Amy Buckley 651-287-5372, test series until positive									9	Total Number of Containers				
Relinquished by: <i>Amy G. Buckley</i>			Relinquished by:											
Company: <i>IHSC</i>			Company:			Company:								
Received by:			Received by:			Relinquished by:								
Company:			Company:			Company:								
Date:			Date:			Date:								



CHAIN-OF-CUSTODY RECORD

4205 White Bear Parkway
Suite 500
Vadnais Heights, MN 55110
651-766-9811
651-766-9822

IHSC Project No: M17-161		Page: 3 of 4		Sample Matrix: (S)oil, (A)ir, (B)ulk, (L)iquid, (S)olid, (O)ther	Analysis Requested				Number of Containers	Lab Name: IHSC				
Project Manager: Amy Buckley		Turn Request			Asbestos - PLM						LAB USE ONLY			
Project Name: Union Depot		Normal: ☒ x									Lab Project No.			
Project Location: St. Paul, MN		Rush: _____									Accept (A) Reject (R)	Sample Condition as Received		Laboratory Sample Number
Sampler Signature: <i>Amy Buckley</i>		Other: _____										Chilled YES / NO		
Sample ID	Sample Location Description	Date/Time Sampled								Sealed YES / NO				
										Sample Condition Comments				
021617-13A	Main Level West - Gold Adhesive Residue	2/16/2017	B	X					1					
021617-15A	Main Level, Storage - Baseboard Adhesive	2/16/2017	B	X					1					
021617-16A	Main Level, Rear Storage - Fire Door Insulation	2/16/2017	B	X					1					
021617-17A	Main Level, South - Duct Insulation Pin Adhesive	2/16/2017	B	X					1					
021617-18A	Mezzanine, Bar - Ceramic Floor Tile Adhesive	2/16/2017	B	X					1					
021617-19A	Mezzanine, Bar - Ceramic Floor Tile Grout	2/16/2017	B	X					0					
021617-20A	Mezzanine, Offices - Black Baseboard Adhesive	2/16/2017	B	X					1					
021617-21A	Main South - Duct Sealant	2/16/2017	B	X					1					
021617-22A	Mezzanine, Main - Wall Texture	2/16/2017	B	X					1					
021617-22B	Mezzanine, Main - Wall Texture	2/16/2017	B	X					1					
General Comments: Results to Amy Buckley 651-287-5372, test series until positive									9	Total Number of Containers				
Relinquished by: <i>Amy Buckley</i>		Relinquished by:												
Company: <i>IHSC</i>		Company:						Company:						
Received by:		Received by:						Relinquished by:						
Company:		Company:						Company:						
Date:		Date:						Date:						



CHAIN-OF-CUSTODY RECORD

4205 White Bear Parkway
Suite 500
Vadnais Heights, MN 55110
651-766-9811
651-766-9822

IHSC Project No: M17-161		Page: 4 of 4		Sample Matrix: (S)oil, (A)ir, (B)ulk, (L)iquid, (S)olid, (O)ther	Analysis Requested				Number of Containers	Lab Name: IHSC				
Project Manager: Amy Buckley		Turn Request			Asbestos - PLM						LAB USE ONLY			
Project Name: Union Depot		Normal: <u> x </u>									Lab Project No.			
Project Location: St. Paul, MN		Rush: <u> </u>									Accept (A) Reject (R)	Sample Condition as		Laboratory Sample Number
Sampler Signature: <i>Amy Buckley</i>		Other: <u> </u>										Received Chilled YES / NO Sealed YES / NO		
Sample ID	Sample Location Description	Date/Time Sampled								Sample Condition Comments				
021617-22C	Mezzanine, Main - Wall Texture	2/16/2017		B	X				1					
General Comments: Results to Amy Buckley 651-287-5372, test series until positive									1	Total Number of Containers				
Relinquished by: <i>Amy J. Buckley</i>		Relinquished by:												
Company: <i>AHSC</i>		Company:												
Received by:		Received by:												
Company:		Company:												
Date:		Date:												

APPENDIX D

Lead-Based Paint Table

Lead-Based Paint Table

Building Name: Union Depot
Restaurant Space
St. Paul, Minnesota

IHSC Project No.: M17-161

Survey Date: February 16, 2017

Inspector: Amy Buckley



Location	Paint Color	Substrate	Lead Concentration (mg/cm ²)	Lead Concentration Error (+/-)
Mezzanine South Wall	Yellow Texture	Gypsum Board	0.00	+/- 0.02
Mezzanine North Side of Columns at Bar	Gold	Stone	0.00	+/- 0.02
Mezzanine North Wall	Yellow	Gypsum Board	0.00	+/- 0.02
Mezzanine Corridor Wall	White	Plaster	0.00	+/- 0.02
Mezzanine Corridor Ceiling Space	Green	Plaster	10.3	+/- 1.2
Mezzanine Door to Corridor	Varnish	Wood	0.00	+/- 0.02
Mezzanine Corridor Baseboard	Varnish	Wood	0.00	+/- 0.02
Main Level Door	Varnish	Wood	0.00	+/- 0.02
Main Level Column	Green/Gold	Plaster	6.70	+/- 2.5
Main Level Wall	White	Block	0.00	+/- 0.02
Main Level Wall	White	Plaster	0.01	+/- 0.02
Main Level Wall	White	Gypsum Board	0.00	+/- 0.02
Main Level Wall	White	Plaster	0.00	+/- 0.02
Main Level Wall	Gray	Plaster	0.00	+/- 0.02
Main Level Window Frame	Varnish	Wood	0.02	+/- 0.02

Lead-Based Paint Table

Location	Paint Color	Substrate	Lead Concentration (mg/cm ²)	Lead Concentration Error (+/-)
Main Level Wall	Green/Gold	Plaster	8.40	+/- 3
Main Level Wall	White	Plaster	0.05	+/- 0.02

Lead Concentration reported in milligrams per centimeter squared (mg/cm²)

Environmental Protection Agency (EPA) and Minnesota Department of Health (MDH) standard for lead-based paint are greater than or equal to 1.0 mg/cm² or 0.5% by weight.

Bold Results = Lead Concentration $\geq$ 1.0 mg/cm² (Lead-Based Paint)

APPENDIX E

Downloaded XRF Instrument Data

Downloaded XRF Instrument Data

Building Name: Union Depot
Restaurant Space
St. Paul, Minnesota

IHSC Project No.: M17-161

Date Sampled: February 16, 2017

Inspector: Amy Buckley



Sample ID Number	Location	Reading No	Time	Duration	Results	Pb^	Pb Error^
**	Calibration	398	02/16/17 10:21	202.72	---	---	---
**	Calibration	399	02/16/17 10:34	200.77	---	---	---
**	Calibration	400	02/16/17 10:42	202.65	---	---	---
**	Calibration	401	02/16/17 10:43	2.32	Positive	1.4	0.3
**	Calibration	402	02/16/17 10:44	1.46	Negative	0	0.02
**	Calibration	403	02/16/17 10:44	2.07	Negative	0.6	0.3
**	Calibration	404	02/16/17 10:45	1.22	Positive	2.8	1.1
**	Calibration	405	02/16/17 10:46	3.53	Negative	0	0.02
Pb-1	Mezzanine, Yellow Texture on Gypsum	406	02/16/17 10:48	20.05	Negative	0	0.02
Pb-2	Mezzanine, Gold on Stone	407	02/16/17 10:52	6.81	Negative	0	0.02
Pb-3	Mezzanine, Yellow/Beige on Gypsum	408	02/16/17 10:53	7.18	Negative	0	0.02
Pb-4	Mezzanine, White on Plaster	409	02/16/17 10:54	5.95	Negative	0	0.02
Pb-5	Mezzanine, Green on Plaster	410	02/16/17 10:55	5.85	Positive	10.3	1.2
Pb-6	Mezzanine, Varnish on Wood	411	02/16/17 10:59	3.9	Negative	0	0.02
Pb-7	Mezzanine, Varnish on Wood	412	02/16/17 10:59	5.46	Negative	0	0.02
Pb-8	Main Level, Varnish on Wood	413	02/16/17 11:03	5.97	Negative	0	0.02
Pb-9	Main Level, Green/Gold on Plaster	414	02/16/17 11:05	2.68	Positive	6.7	2.5
Pb-10	Main Level, White on Concrete	415	02/16/17 11:06	4.5	Negative	0	0.02
Pb-11	Main Level, White on Plaster	417	02/16/17 11:08	10.2	Negative	0.01	0.02
Pb-12	Main Level, White on Gypsum	418	02/16/17 11:09	6.56	Negative	0	0.02
Pb-13	Main Level, White on Gypsum	419	02/16/17 11:11	5.58	Negative	0	0.02

Downloaded XRF Instrument Data

Sample ID Number	Location	Reading No	Time	Duration	Results	Pb^	Pb Error^
Pb-14	Main Level, White on Plaster	420	02/16/17 11:12	4.87	Negative	0	0.02
Pb-15	Main Level, Gray on Gypsum	421	02/16/17 11:14	4.74	Negative	0	0.02
Pb-16	Main Level, Gray on Plaster	423	02/16/17 11:17	3.53	Negative	0	0.02
Pb-17	Main Level, Varnish on Wood	424	02/16/17 11:17	4.74	Negative	0.02	0.02
Pb-18	Main Level, Green/Gold on Plaster	425	02/16/17 11:25	2.19	Positive	8.4	3
Pb-19	Main Level, White on Plaster (adjacent to green/gold paint)	426	02/16/17 11:25	5.25	Negative	0.05	0.02

^ = Results reported in milligrams per square centimeter (mg/cm²)

** = Sample ID not applicable. Sample was either a standard sample/calibration or did not have results.

APPENDIX F

Minnesota Department of Health Certifications

Certificate No: 5LM09151606IR

Expiration Date: September 15, 2017

This is to certify that
Amy Buckley
has attended and successfully completed an
**ASBESTOS INSPECTOR
REFRESHER TRAINING COURSE**

permitted by
the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722
and meets the requirements of
Section 206 of Title II of the Toxic Substances Control Act (TSCA)
conducted by

Lake States Environmental, Ltd.

in
White Bear Lake, MN on September 15, 2016
Examination Date: September 15, 2016

Lake States Environmental, Ltd
P. O. Box 645, Rice Lake, WI 54868
(800) 254-9811

Paul W. McJannet
Training Instructor

Director, Env. Health Div.



MDH
INSPECTOR
Certified by:
State of Minnesota
Department of Health
Expires: 09/15/2017
Amy J Buckley
1405 Oakview LN N
Plymouth, MN 55441

No A1229 Issued: 09/20/2016

Certificate No: 5LM11111620PbRAR

Issue Date: November 11, 2016

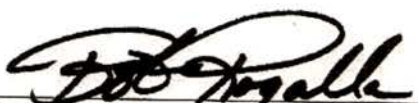
This diploma is awarded to
Amy Buckley
1405 Oakview Ln Plymouth MN 55441
for successfully completing and passing the examination for the
LEAD (Pb) RISK ASSESSOR
REFRESHER TRAINING COURSE

This training course is Approved by the State of Minnesota
under Minnesota Rules, parts 4761.2000 to 4761.2700
and meets the requirements of 40 CFR 745.225,
and Title X of the Toxic Substances Control Act (TSCA)
conducted by

Lake States Environmental, Ltd.

in
White Bear Lake, MN on November 11, 2016
Examination Date: November 11, 2016

Lake States Environmental, Ltd
P. O. Box 645, Rice Lake, WI 54868
(800) 254-9811


Bob Rogalla - Training Course Manager


Director, Env. Health Div.



MDH LEAD
Licensed by:
State of Minnesota
Department of Health
License No. LR190
Expires 11/1/2017
Amy J Buckley
1405 Oakview LN
Plymouth, MN 55441
Risk Assessor

The Special Meeting of the Ramsey County Regional Railroad Authority met at 9:34 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman, and Chair-Ortega. Also present were Julie Kleinschmidt, County Manager, and Jeff Stephenson, Civil Division Director, Ramsey County Attorney's Office.

1. ROLL CALL

Commissioners	PRESENT	ABSENT
Ortega, Rafael	x	
Carter, Toni	x	
Huffman, Blake	x	
McDonough, Jim	x	
McGuire, Mary Jo	x	
Reinhardt, Victoria	x	
Rettman, Janice	x	

2. Agenda of March 20, 2017 is Presented for Approval

Motion by Commissioner Huffman to approve the agenda. Commissioner McDonough requested the agenda be amended to include an additional resolution. Commissioner Huffman restated his motion to approve the agenda as amended.

VOTING

Motion by: Blake Huffman

Second by: Victoria Reinhardt

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

Commissioner McDonough asked Chair Ortega to introduce a new resolution to contain language comparable to the Ramsey County Board added resolution item that was approved at the Special Meeting of the Ramsey County Board. The new resolution contains the following language: (R2017-10)

BE IT RESOLVED, The Ramsey County Regional Railroad Authority declares that Resolution R2017-11 (Joint and Cooperative Funding for Certain Transit Projects Agreement with Hennepin County) is contingent on the other four counties in the Counties Transit Improvement Board voting to dissolve the Counties Transit Improvement Board by March 31, 2017; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority directs that all future related actions be required to return to the Ramsey County Regional Railroad Authority for approval.

VOTING

Motion by: Jim McDonough

Second by: Blake Huffman

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	X			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

3. **Joint and Cooperative Funding for Certain Transit Projects Agreement with Hennepin County Regional Railroad Authority, Hennepin County, and Ramsey County (R2017-11)**

VOTING

Motion by: Blake Huffman

Second by: Toni Carter

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

WHEREAS, The Counties Transit Improvement Board is a joint powers board established in 2008 between the counties of Anoka, Dakota, Hennepin, Ramsey and Washington with a vision of a network of interconnected transitways that allow for safe and efficient movement while mitigating congestion, enhancing economic development and improving environmental stability for the region; and

WHEREAS, The Counties Transit Improvement Board has utilized a one-quarter cent sales tax imposed by all five counties to invest in and advance a Program of Projects that details the investment strategy for proceeds from the sales tax; and

WHEREAS, Ramsey County is served by the Green Line, Gold Line (Gateway Corridor), Rush Line Corridor and Riverview Corridor which are included in the Program of Projects; and

WHEREAS, The Counties Transit Improvement Board is in the process of dissolution and prior to dissolution its funding responsibilities for existing and planned transitways need to be transferred to a responsible funding party(ies); and

WHEREAS, The Rush Line Corridor is completely within Ramsey County while the Green Line and Riverview Corridor are shared with Hennepin County and the Gold Line is shared with Washington County; and

WHEREAS, Ramsey County is the responsible funding party for the Rush Line Corridor; and

WHEREAS, Ramsey County and Hennepin County are the responsible funding parties for the Green Line and the Riverview Corridor; and

WHEREAS, Ramsey County and Washington County are the responsible funding parties for the Gold Line; and

WHEREAS, In addition to funding provided by the responsible parties and the federal government, regional railroad authority(ies) still need to provide a portion of a transitway's capital cost, and that portion is typically 10% of the cost; and

WHEREAS, A Joint and Cooperative Funding of Certain Transit Projects Agreement has been developed between Ramsey County, Ramsey County Regional Railroad Authority, Hennepin County and Hennepin County Regional Railroad Authority to clarify the funding responsibilities for each party related to capital costs and to operating costs; and

WHEREAS, The Joint and Cooperative Funding of Certain Transit Projects Agreement provides for sharing of net operating costs of the Green Line through a 60% share of net operating costs assigned to Hennepin County and a 40% share assigned to Ramsey County, and provides for sharing of net operating costs of the Riverview Line through a 30% share of net operating costs assigned to Hennepin County and a 70% share assigned to Ramsey County. Net Operating Costs are defined as the Counties Transit Improvement Board share being assumed by counties pursuant to Counties Transit Improvement Board Resolution No. 21-2107; and

WHEREAS, The Joint and Cooperative Funding of Certain Transit Projects Agreement provides for sharing of the regional railroad authorities' 10% capital cost commitment with Ramsey County Regional Railroad Authority

responsible for 70% of that 10% and Hennepin County Regional Railroad Authority responsible for 30% of that 10%; and

WHEREAS, The Joint and Cooperative Funding of Certain Transit Projects Agreement provides for the sharing of the remaining portion of the Riverview Corridor cost not paid for by federal funds or regional railroad authority funds with 70% paid by Ramsey County and 30% paid by Hennepin County; and

WHEREAS, The Joint and Cooperative Funding of Certain Transit Projects Agreement must be modified through mutually acceptable modifications if federal funding is less than 49% of the total capital cost of the Riverview Corridor, or if there are material changes in the development or funding of the six transitways as identified in the agreement; NOW, THEREFORE BE IT

RESOLVED, The Ramsey County Regional Railroad Authority approves and executes the Joint and Cooperative Funding of Certain Transit Projects Agreement with Hennepin County Regional Railroad Authority, Hennepin County, and Ramsey County.

4. **Adjournment** - Chair Ortega declared the meeting adjourned at 9:38 am.


Sandra Jacobson, Administrative Secretary

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-21

Committee: Regional Railroad Authority

Meeting Date: 4/4/2017

SUBJECT: Minutes from March 20, 2017 are Presented for Approval

REQUESTED ACTION

Approve the minutes from March 20, 2017.

ATTACHMENTS

1. Draft Minutes from March 20, 2017

The Special Meeting of the Ramsey County Regional Railroad Authority met at 9:34 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman, and Chair-Ortega. Also present were Julie Kleinschmidt, County Manager, and Jeff Stephenson, Civil Division Director, Ramsey County Attorney's Office.

1. ROLL CALL

Commissioners	PRESENT	ABSENT
Ortega, Rafael	x	
Carter, Toni	x	
Huffman, Blake	x	
McDonough, Jim	x	
McGuire, Mary Jo	x	
Reinhardt, Victoria	x	
Rettman, Janice	x	

2. Agenda of March 20, 2017 is Presented for Approval

Motion by Commissioner Huffman to approve the agenda. Commissioner McDonough requested the agenda be amended to include an additional resolution. Commissioner Huffman restated his motion to approve the agenda as amended.

VOTING

Motion by: Blake Huffman

Second by: Victoria Reinhardt

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

Commissioner McDonough asked Chair Ortega to introduce a new resolution to contain language comparable to the Ramsey County Board added resolution item that was approved at the Special Meeting of the Ramsey County Board. The new resolution contains the following language: (R2017-10)

BE IT RESOLVED, The Ramsey County Regional Railroad Authority declares that Resolution R2017-11 (Joint and Cooperative Funding for Certain Transit Projects Agreement with Hennepin County) is contingent on the other four counties in the Counties Transit Improvement Board voting to dissolve the Counties Transit Improvement Board by March 31, 2017; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority directs that all future related actions be required to return to the Ramsey County Regional Railroad Authority for approval.

VOTING

Motion by: Jim McDonough

Second by: Blake Huffman

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	X			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

3. **Joint and Cooperative Funding for Certain Transit Projects Agreement with Hennepin County Regional Railroad Authority, Hennepin County, and Ramsey County (R2017-11)**

VOTING

Motion by: Blake Huffman

Second by: Toni Carter

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

WHEREAS, The Counties Transit Improvement Board is a joint powers board established in 2008 between the counties of Anoka, Dakota, Hennepin, Ramsey and Washington with a vision of a network of interconnected transitways that allow for safe and efficient movement while mitigating congestion, enhancing economic development and improving environmental stability for the region; and

WHEREAS, The Counties Transit Improvement Board has utilized a one-quarter cent sales tax imposed by all five counties to invest in and advance a Program of Projects that details the investment strategy for proceeds from the sales tax; and

WHEREAS, Ramsey County is served by the Green Line, Gold Line (Gateway Corridor), Rush Line Corridor and Riverview Corridor which are included in the Program of Projects; and

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WHEREAS, The Rush Line Corridor is completely within Ramsey County while the Green Line and Riverview Corridor are shared with Hennepin County and the Gold Line is shared with Washington County; and

WHEREAS, Ramsey County is the responsible funding party for the Rush Line Corridor; and

WHEREAS, Ramsey County and Hennepin County are the responsible funding parties for the Green Line and the Riverview Corridor; and

WHEREAS, Ramsey County and Washington County are the responsible funding parties for the Gold Line; and

WHEREAS, In addition to funding provided by the responsible parties and the federal government, regional railroad authority(ies) still need to provide a portion of a transitway's capital cost, and that portion is typically 10% of the cost; and

WHEREAS, A Joint and Cooperative Funding of Certain Transit Projects Agreement has been developed between Ramsey County, Ramsey County Regional Railroad Authority, Hennepin County and Hennepin County Regional Railroad Authority to clarify the funding responsibilities for each party related to capital costs and to operating costs; and

WHEREAS, The Joint and Cooperative Funding of Certain Transit Projects Agreement provides for sharing of net operating costs of the Green Line through a 60% share of net operating costs assigned to Hennepin County and a 40% share assigned to Ramsey County, and provides for sharing of net operating costs of the Riverview Line through a 30% share of net operating costs assigned to Hennepin County and a 70% share assigned to Ramsey County. Net Operating Costs are defined as the Counties Transit Improvement Board share being assumed by counties pursuant to Counties Transit Improvement Board Resolution No. 21-2107; and

WHEREAS, The Joint and Cooperative Funding of Certain Transit Projects Agreement provides for sharing of the regional railroad authorities' 10% capital cost commitment with Ramsey County Regional Railroad Authority

responsible for 70% of that 10% and Hennepin County Regional Railroad Authority responsible for 30% of that 10%; and

WHEREAS, The Joint and Cooperative Funding of Certain Transit Projects Agreement provides for the sharing of the remaining portion of the Riverview Corridor cost not paid for by federal funds or regional railroad authority funds with 70% paid by Ramsey County and 30% paid by Hennepin County; and

WHEREAS, The Joint and Cooperative Funding of Certain Transit Projects Agreement must be modified through mutually acceptable modifications if federal funding is less than 49% of the total capital cost of the Riverview Corridor, or if there are material changes in the development or funding of the six transitways as identified in the agreement; NOW, THEREFORE BE IT

RESOLVED, The Ramsey County Regional Railroad Authority approves and executes the Joint and Cooperative Funding of Certain Transit Projects Agreement with Hennepin County Regional Railroad Authority, Hennepin County, and Ramsey County.

4. **Adjournment** - Chair Ortega declared the meeting adjourned at 9:38 am.

Sandra Jacobson, Administrative Secretary

Regional Railroad Authority SPECIAL MEETING
March 20, 2017 – ROLL CALL

Call to Order: 9:34 AM

1. ATTENDANCE ROLL CALL

	PRESENT	ABSENT
Toni Carter	☒	☐
Blake Huffman	☒	☐
Jim McDonough	☒	☐
Mary Jo McGuire	☒	☐
Victoria Reinhardt	☒	☐
Janice Rettman	☒	☐
Rafael Ortega	☒	☐

2. Agenda of March 20, 2017 is presented for approval

Moved: BH Seconded: JM VR ^{2nd}

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

3. *Suspended this to pass the Amended Resolution*
Joint and Cooperative Funding for Certain Transit Projects Agreement with Hennepin County Regional Railroad Authority, Hennepin County, and Ramsey County

Moved: JM ^{1st} BH ^{2nd} *on amended resolution* Seconded: BH TC

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

4. Adjournment

Meeting adjourned at 9:37 am.

amended agenda
Add amendment - will come back to us if all counties do not agree to dissolution. Orenstein stated this action is null & void if all counties don't agree to dissolution.
↓
Create a separate resolution to state this.

Amended



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

SPECIAL MEETING AGENDA

Monday, March 20, 2017

Immediately following the Special Meeting of the County Board

Council Chambers – Third Floor Court House
15 W. Kellogg Blvd., St. Paul, MN 55102

1. ROLL CALL

2. R2017-16 Agenda of March 20, 2017 is Presented for Approval

Approve the Agenda of March 20, 2017.

> Comm. McDermott amended the agenda to add a resolution amended

POLICY ITEMS

4.3.

R2017-18

Joint and Cooperative Funding for Certain Transit Projects Agreement with Hennepin County Regional Railroad Authority, Hennepin County, and Ramsey County

Approve and execute the Joint and Cooperative Funding for Certain Transit Projects Agreement with Hennepin County Regional Railroad Authority, Hennepin County, and Ramsey County.

5.4.

Adjournment

3.

Amended Contingent Resolution
↓



Working with you to enhance our quality of life

amend agenda consistent w/ action by the Co. Bd
The resolution # R2017-18 is contingent on the other four counties in CTIB voting to dissolve CTIB by March 31, 2017. Future actions will be required to return to the RRA.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-16

Committee: Regional Railroad Authority

Meeting Date: 3/20/2017

SUBJECT: Agenda of March 20, 2017 is Presented for Approval

REQUESTED ACTION

Approve the Agenda of March 20, 2017.



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

SPECIAL MEETING AGENDA

Monday, March 20, 2017

Immediately following the Special Meeting of the County Board

Council Chambers – Third Floor Court House
15 W. Kellogg Blvd., St. Paul, MN 55102

1. ROLL CALL

2. R2017-16 Agenda of March 20, 2017 is Presented for Approval
Approve the Agenda of March 20, 2017.

Comm. McDonough amended the agenda to add a resolution

amended

POLICY ITEMS

4. 3. R2017-18 Joint and Cooperative Funding for Certain Transit Projects Agreement with Hennepin County Regional Railroad Authority, Hennepin County, and Ramsey County

Approve and execute the Joint and Cooperative Funding for Certain Transit Projects Agreement with Hennepin County Regional Railroad Authority, Hennepin County, and Ramsey County.

5. 4. Adjournment

3.

Amended Contingent Resolution
✓

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-16

Committee: Regional Railroad Authority

Meeting Date: 3/20/2017

SUBJECT: Agenda of March 20, 2017 is Presented for Approval

REQUESTED ACTION

Approve the Agenda of March 20, 2017.



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

SPECIAL MEETING AGENDA

Monday, March 20, 2017

Immediately following the Special Meeting of the County Board

Council Chambers – Third Floor Court House
15 W. Kellogg Blvd., St. Paul, MN 55102

1. ROLL CALL

2. R2017-16 Agenda of March 20, 2017 is Presented for Approval

Approve the Agenda of March 20, 2017.

POLICY ITEM

3. R2017-18 Joint and Cooperative Funding for Certain Transit Projects Agreement with Hennepin County Regional Railroad Authority, Hennepin County, and Ramsey County

Approve and execute the Joint and Cooperative Funding for Certain Transit Projects Agreement with Hennepin County Regional Railroad Authority, Hennepin County, and Ramsey County.

4. Adjournment

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-16

Committee: Regional Railroad Authority

Meeting Date: 3/20/2017

SUBJECT: Agenda of March 20, 2017 is Presented for Approval

REQUESTED ACTION

Approve the Agenda of March 20, 2017.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-18

Committee: Regional Railroad Authority

Meeting Date: 3/20/2017

SUBJECT: Joint and Cooperative Funding for Certain Transit Projects Agreement with Hennepin County Regional Railroad Authority, Hennepin County, and Ramsey County

REQUESTED ACTION

Approve and execute the Joint and Cooperative Funding for Certain Transit Projects Agreement with Hennepin County Regional Railroad Authority, Hennepin County, and Ramsey County.

EXECUTIVE SUMMARY

The Counties Transit Improvement Board (CTIB) is a joint powers board established in 2008 between the counties of Anoka, Dakota, Hennepin, Ramsey and Washington with a vision of a network of interconnected transitways that allow for safe and efficient movement while mitigating congestion, enhancing economic development and improving environmental stability for the region. CTIB has utilized a one-quarter cent sales tax imposed by all five counties to invest in and advance regional transit projects. CTIB's Program of Projects Investment Strategy includes, but is not limited to, transitway projects and corridors in Ramsey County (Rush Line Corridor), and also within and serving Ramsey County and adjacent counties including Hennepin (Green Line and Riverview Corridor) and Washington (Gateway Corridor Gold Line).

CTIB is in the process of dissolution. The CTIB counties in their resolution of dissolution stated their commitment to the vision of a network of transitways serving CTIB counties area. The counties currently participating in CTIB that choose to no longer participate in CTIB may impose, under state statute, up to one-half cent sales tax for transportation purposes (Transportation Tax) that are designated by the county board following a public hearing. The Ramsey County Board held a public hearing March 14, 2017 and designated transportation projects, including transitway operating and capital costs for funding with the Transportation Tax. The plan adopted by the Ramsey County Board included transitways serving Ramsey County (Green Line, Riverview Corridor, Gateway Corridor Gold Line and Rush Line Corridor).

The capital costs of transitways have previously been funded through a combination of revenue sources, including the federal government, CTIB, the individual counties or their regional railroad authorities, and the State of Minnesota. To provide funding for transitways that serve both Ramsey County and Hennepin County, the counties and their regional railroad authorities (Ramsey County Regional Railroad Authority and Hennepin County Regional Railroad Authority) have developed a Joint and Cooperative Funding for Certain Transit Projects Agreement for shared funding of the operating costs of the Green Line, and the capital and operating costs of Riverview Corridor. The regional railroad authorities are required to pay 10% of the capital costs.

The agreement provides for participation of the Ramsey County Regional Railroad Authority (RCRRA) in the Riverview Corridor capital costs. RCRRA, Hennepin County Regional Railroad Authority (HCRRA), Ramsey County and Hennepin County will share the portion of the capital costs not paid by the federal government. RCRRA and HCRRA will share the 10% portion of the total capital costs – 70% by RCRRA and 30% by HCRRA. Ramsey County and Hennepin County will share the remaining portion, not paid by the federal government and not paid by RCRRA and HCRRA, in the same 70% Ramsey County and 30% Hennepin County proportion. The parties will also share in the same proportion of project development and engineering costs. The agreement

Joint and Cooperative Funding for Certain Transit Projects Agreement with Hennepin County
Regional R

provides that if federal funding is less than 49% of the capital costs of the Riverview Corridor or if there are material changes in the development or funding of the six transitways as identified in the agreement, the parties must come to a mutually acceptable modification of the agreement.

The parties' approval of the agreement is one of the several actions that must take place for the CTIB dissolution and imposition of the Transportation Tax to proceed.

FISCAL IMPACT

Proceeds from the one-half cent sales tax and \$20/vehicle excise tax will be used to fund those portions of capital and operating costs for transitway projects that have previously been funded from CTIB and the state. The RCRRA will be required to pay 10% of the capital costs for such projects from its property tax levy.

COUNTY MANAGER COMMENTS

County Board approval is required for Joint and Cooperative Funding for Certain Transit Projects Agreement.

PREVIOUS ACTION

None.

ATTACHMENTS

1. Draft Resolution
2. Agreement

Draft Resolution

WHEREAS, The Counties Transit Improvement Board is a joint powers board established in 2008 between the counties of Anoka, Dakota, Hennepin, Ramsey and Washington with a vision of a network of interconnected transitways that allow for safe and efficient movement while mitigating congestion, enhancing economic development and improving environmental stability for the region; and

WHEREAS, The Counties Transit Improvement Board has utilized a one-quarter cent sales tax imposed by all five counties to invest in and advance a Program of Projects that details the investment strategy for proceeds from the sales tax; and

WHEREAS, Ramsey County is served by the Green Line, Gold Line (Gateway Corridor), Rush Line Corridor and Riverview Corridor which are included in the Program of Projects; and

WHEREAS, The Counties Transit Improvement Board is in the process of dissolution and prior to dissolution its funding responsibilities for existing and planned transitways need to be transferred to a responsible funding party(ies); and

WHEREAS, The Rush Line Corridor is completely within Ramsey County while the Green Line and Riverview Corridor are shared with Hennepin County and the Gold Line is shared with Washington County; and

WHEREAS, Ramsey County is the responsible funding party for the Rush Line Corridor; and

WHEREAS, Ramsey County and Hennepin County are the responsible funding parties for the Green Line and the Riverview Corridor; and

WHEREAS, Ramsey County and Washington County are the responsible funding parties for the Gold Line; and

WHEREAS, In addition to funding provided by the responsible parties and the federal government, regional railroad authority(ies) still need to provide a portion of a transitway's capital cost, and that portion is typically 10% of the cost; and

WHEREAS, A Joint and Cooperative Funding of Certain Transit Projects Agreement has been developed between Ramsey County, Ramsey County Regional Railroad Authority, Hennepin County and Hennepin County Regional Railroad Authority to clarify the funding responsibilities for each party related to capital costs and to operating costs; and

WHEREAS, The Joint and Cooperative Funding of Certain Transit Projects Agreement provides for sharing of net operating costs of the Green Line through a 60% share of net operating costs assigned to Hennepin County and a 40% share assigned to Ramsey County, and provides for sharing of net operating costs of the Riverview Line through a 30% share of net operating costs assigned to Hennepin County and a 70% share assigned to Ramsey County. Net Operating Costs are defined as the Counties Transit Improvement Board share being assumed by counties pursuant to Counties Transit Improvement Board Resolution No. 21-2107; and

52
53 WHEREAS, The Joint and Cooperative Funding of Certain Transit Projects
54 Agreement provides for sharing of the regional railroad authorities' 10% capital cost
55 commitment with Ramsey County Regional Railroad Authority responsible for 70% of
56 that 10% and Hennepin County Regional Railroad Authority responsible for 30% of that
57 10%; and
58

59 WHEREAS, The Joint and Cooperative Funding of Certain Transit Projects
60 Agreement provides for the sharing of the remaining portion of the Riverview Corridor
61 cost not paid for by federal funds or regional railroad authority funds with 70% paid by
62 Ramsey County and 30% paid by Hennepin County; and
63

64 WHEREAS, The Joint and Cooperative Funding of Certain Transit Projects
65 Agreement must be modified through mutually acceptable modifications if federal
66 funding is less than 49% of the total capital cost of the Riverview Corridor, or if there are
67 material changes in the development or funding of the six transitways as identified in the
68 agreement; NOW, THEREFORE BE IT
69

70 RESOLVED, The Ramsey County Regional Railroad Authority approves and
71 executes the Joint and Cooperative Funding of Certain Transit Projects Agreement with
72 Hennepin County Regional Railroad Authority, Hennepin County, and Ramsey County.

CONTRACT FOR JOINT AND COOPERATIVE FUNDING OF CERTAIN TRANSIT PROJECTS

THIS JOINT POWERS AGREEMENT is entered into by and between the county of Hennepin, the county of Ramsey, the Hennepin County Regional Railroad Authority and the Ramsey County Regional Railroad Authority, individually a "Party," or collectively the "Parties," by and through their respective governing bodies pursuant to the authority contained in Minnesota Statutes Sections 471.59 and 297A.993 and any other applicable law. This Agreement shall be effective on the latter of (1) execution by all parties, or (2) such time as Hennepin County and Ramsey County are no longer participating in the Counties Transit Improvement Board, and shall continue until terminated as provided herein.

RECITALS

WHEREAS, the Minnesota Legislature has, by Minnesota Statutes Section 297A.993 (the "Act"), authorized counties to impose up to a one-half percent sales and use tax, and an excise tax of \$20 per motor vehicle purchased or acquired from any person engaged in the business of selling motor vehicles at retail ("Sales Tax"); and

WHEREAS, the Act further authorizes two or more counties to exercise their authority jointly under a contractual joint powers agreement; and

WHEREAS, the Parties are committed to the development of a system of transitways to better serve the residents and businesses of the Twin Cities Metropolitan Area and to efficiently move people and goods throughout the region, including the Lines To Be Constructed (as defined herein); and

WHEREAS, the Parties wish to collaborate or act jointly as provided herein; and

WHEREAS, the Parties acknowledge that the mutual promises and agreements in this Agreement require an enforceable long-term contractual commitment by each Party to the extent provided herein to assure that the Contractually Enforceable Project Obligations (as defined herein) are met, that appropriate financing can be obtained, and that projects will maximize eligibility for matching federal funds.

NOW, THEREFORE, in consideration of the mutual promises and benefits that each party shall derive herefrom, the Parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to facilitate and ensure, through legally enforceable long-term contractual guarantees, funding by the Parties for the construction and/or operation of certain transitway improvements funded primarily by the Sales Tax, to the extent provided herein. In addition to matters specifically addressed herein, this Agreement authorizes such additional legally permissible joint or cooperative activities as the Parties may mutually deem useful or necessary in furtherance of the purposes

herein, including but not limited to project or fiscal oversight, sharing of information, sharing of staff, services or technology, coordinated or combined grant agreements, retention of consultants, and advocacy efforts.

ARTICLE II. DEFINITIONS

The following definitions shall apply to this Agreement:

"Agreement" shall mean this contract.

"Blue Line Extension" shall mean the extension of a light rail transit ("LRT") line known as the METRO Blue Line. The extension will run from Target Field Station in downtown Minneapolis through the cities of Minneapolis, Golden Valley, Robbinsdale, Crystal, and Brooklyn Park along a route defined in the Record of Decision of the Federal Transit Administration approving the Final Environmental Impact Statement.

"Contractually Enforceable Project Obligations" shall mean the obligations contractually enforceable by this Agreement for (1) Hennepin County to pay the Hennepin County Share of Net Operating Costs; (2) Hennepin County to pay the Hennepin County Share of Riverview Project Capital Costs; (3) HCRRA to pay the HCRRA Share of Riverview Project Capital Costs; (4) Ramsey County to pay the Ramsey County Share of Net Operating Costs; (5) Ramsey County to pay the Ramsey County Share of Riverview Project Capital Costs; and (6) RCRRA to pay the RCRRA Share of Riverview Project Capital Costs. The obligations shall be among and between only the Parties hereto, and shall be enforceable only by the Parties.

"Counties Transit Improvement Board" shall mean that joint powers board established pursuant to Minnesota Statutes Section 297A.992.

"FTA" shall mean the Federal Transit Administration, or any successor or substitute entity with responsibility or authority for providing Federal funding for transit lines.

"Gateway Corridor" shall mean that certain transitway project commonly referred to as the Gateway Corridor, also referred to as METRO Gold Line, that is currently anticipated to run next to Interstate 94 for 9 miles between the Union Depot in downtown Saint Paul and the cities of Maplewood, Landfall, Oakdale and Woodbury in Washington County, as the mode and route continue to be studied and finalized through environmental review and approvals.

"Green Line" shall mean the light rail transit line currently operated by the Metropolitan Council between the Union Depot in St. Paul and Target Field Station in Minneapolis.

"Green Line Extension" shall mean the extension of the Green Line. The extension will run from Target Field in downtown Minneapolis through the cities of Minneapolis, St. Louis Park, Hopkins, Minnetonka, and Eden Prairie along a route defined in the Record of Decision of the Federal Transit Administration approving the Final Environmental Impact Statement.

"Hennepin County" or "Hennepin" shall mean the County of Hennepin, a county established under and governed by the laws of the State of Minnesota.

"Hennepin County Regional Railroad Authority" or "HCRRA" shall mean the regional railroad authority in Hennepin County established pursuant to Minnesota Statutes Chapter 398A.

"Hennepin County Share of Net Operating Costs" shall mean 60 percent of Net Operating Costs of the Green Line and 30 percent of Net Operating Costs of the Riverview Line. To the extent that Net Operating Costs cannot be reasonably segregated by lines, Hennepin County and Ramsey County agree to reach a formula that accurately reflects this proportional split.

"Hennepin County Share of Riverview Project Capital Costs" shall mean an aggregate 30 percent of 41 percent of the Riverview Project Capital Costs, including 30 percent of 80 percent of the Riverview Project Capital Costs contributed during the project development and engineering phases.

"HCRRA Share of Riverview Project Capital Costs" shall mean 30 percent of an aggregate 10 percent of the Riverview Project Capital Costs, including 30 percent of 20 percent of the Riverview Project Capital Costs contributed during the project development and engineering phases.

"Lines To Be Constructed" shall mean the Green Line Extension, the Blue Line Extension, the Riverview Line, the Orange Line, the Rush Line and the Gateway Corridor.

"Metropolitan Council" shall mean the entity established as a public corporation and political subdivision of the state by Chapter 473 of Minnesota Statutes, or any successor entity with responsibility for constructing or operating the Green Line and/or the Riverview Line.

"Net Operating Costs" shall mean the CTIB Share as defined in Exhibit A, which CTIB Share is being assumed by counties pursuant to CTIB Resolution No. 21-2107. If Hennepin County and Ramsey County agree in writing with the Metropolitan Council on an alternative method of calculating Net Operating Costs or paying for Net Operating Costs, such alternative method shall prevail in lieu of the definitions herein.

"Orange Line" shall mean that certain proposed transitway project commonly referred to as the I-35W South BRT (METRO Orange Line) project which is a 17-mile highway BRT corridor between Minneapolis and Burnsville.

"Ramsey County" or "Ramsey" shall mean the County of Ramsey, a county established under and governed by the laws of the State of Minnesota.

"Ramsey County Regional Railroad Authority" or "RCRRA" shall mean the regional railroad authority in Ramsey County established pursuant to Minnesota Statutes Chapter 398A.

"Ramsey County Share of Net Operating Costs" shall mean 40 percent of the Net Operating Costs of the Green Line and 70 percent of the Net Operating Costs of the

Riverview Line. To the extent that Net Operating Costs cannot be reasonably segregated by lines, Hennepin County and Ramsey County agree to reach a formula that accurately reflects this proportional split.

"Ramsey County Share of Riverview Project Capital Costs" shall mean an aggregate 70 percent of 41 percent of the Riverview Project Capital Costs, including 70 percent of 80 percent of the Riverview Project Capital Costs contributed during the project development and engineering phases; provided that if the interest rate on debt incurred for such purposes exceeds 4.5 percent, Hennepin County shall reimburse Ramsey County on an annual basis for half of the marginal interest amount above 4.5 percent, and if the interest rate on debt incurred for such purposes is less than 4.5 percent, Ramsey County shall reimburse Hennepin County on an annual basis for half of the marginal amount below 4.5 percent.

"RCRRA Share of Riverview Project Capital Costs" shall mean an aggregate 70 percent of 10 percent of the Riverview Project Capital Costs, including 70 percent of 20 percent of the Riverview Project Capital Costs contributed during the project development and engineering phases.

"Riverview Line" shall mean the Riverview Project, once constructed and in revenue service.

"Riverview Project" shall mean the transit project that is currently anticipated to connect the Union Depot in Ramsey County to the Mall of America in Hennepin County, as the mode and route continue to be studied and finalized through environmental review and approvals.

"Riverview Project Capital Costs" shall mean those capital costs as defined by the Metropolitan Council and the FTA as necessary for (1) the project development and engineering phases of the Riverview Project, and for (2) the construction phase of the Riverview Project if the Riverview Project receives a full funding grant agreement from the FTA. If the FTA or other entity of appropriate jurisdiction changes the nomenclature for the phases of projects, the Parties will equitably adjust this Agreement to conform to the new phases.

"Rush Line" shall mean that certain transitway project commonly referred to as the Rush Line Corridor, that is currently anticipated to run on city streets, the Ramsey County Regional Railroad Authority owned corridor and Trunk Highway 61 between the Union Depot in downtown Saint Paul and the cities of Maplewood, Vadnais Heights, Gem Lake and White Bear Lake in Ramsey County, as the mode and route continue to be studied and finalized through environmental review and approvals.

"Sales Tax" means the sales and use tax, and an excise tax of \$20 per motor vehicle purchased or acquired from any person engaged in the business of selling motor vehicles at retail, authorized under Minnesota Statutes Section 297A.993.

ARTICLE III. OBLIGATIONS OF PARTIES

1. Except to the extent provided in Article III, Section 3, the Parties agree to timely meet the Contractually Enforceable Project Obligations. Notwithstanding any other provision of this Agreement, Hennepin County and HCRRA, and Ramsey

County and RCRRA, may in their sole discretion finance or meet each other's respective obligations.

2. Party Actions Necessary To Ensure Contractually Enforceable Project Obligations. Except to the extent provided in Article III, Section 3, the Parties agree to the following to ensure that the Contractually Enforceable Project Obligations are met:
 - (a) The Parties agree to timely execute and fulfill grant or other funding agreements with the Metropolitan Council through annual appropriations as are necessary to govern such payments.
 - (b) Hennepin County and Ramsey County agree to include, and continue the inclusion of, the Green Line, the Riverview Project and the Riverview Line in their respective Transportation Plans as provided in Minnesota Statutes Section 297A.993 until such time as their obligations under this Agreement for each are fulfilled or are revised by mutual agreement.
 - (c) Each Party agrees to impose and continue in effect the taxes necessary under Minnesota Statutes Section 297A.993 and Minnesota Statutes Chapter 398A to pay for its respective Contractually Enforceable Project Obligations unless the Party has provided assurances satisfactory to the other Parties of alternative funding for its performance of its Contractually Enforceable Project Obligations.
 - (d) The Parties agree to take such other actions as are necessary and appropriate to assure that they timely perform their respective Contractually Guaranteed Enforceable Obligations, including but not limited to issuing and servicing debt or other financial instruments as determined by such Party to be necessary to the fulfillment of its Contractually Enforceable Project Obligations.
3. (a) Events Triggering the Consideration of Adjustments. Without limiting the applicability of Article III, Section 3(b), the Parties understand and acknowledge that many factors that determine the funding of, and responsibility for, transit projects change over time due to changes in state or federal laws and regulations or other factors outside the control of the Parties. Without affecting the enforceability of the current terms of this Agreement, the Parties agree to meet as necessary, confer in good faith, and consider such mutually-acceptable adjustments as are necessary and appropriate to continue to achieve the purposes of this Agreement as provided in Article I and to perform their respective Contractually Enforceable Project Obligations.
 - (b) Events Triggering Requirement of Mutually Acceptable Modifications to Agreement. The Parties agree that the following events are each of such a substantial nature as to require the Parties to come to mutually acceptable modifications to the Agreement:
 - (1) a change to Minnesota Statutes 297A.993 or the taxing authority in Minnesota Statutes Chapter 398A, or their equivalent as such statutes may be amended, that materially affects the ability of one or more of the Parties to

raise revenues or finance such Party's Contractually Enforceable Project Obligations;

- (2) a material and persistent shortfall in forecasted revenues from the taxes imposed under Minnesota Statutes Section 297A.993;
- (3) failure of the FTA to provide a Full Funding Grant Agreement for any of the Lines To Be Constructed, or a material deviation from the expected federal share of capital costs, which expected federal share shall be: Green Line Extension – 50 percent; Blue Line Extension – 49 percent; Riverview Line – 49 percent; Orange Line – 50 percent; Rush Line – 50 percent; and Gateway Corridor – 45 percent;
- (4) failure to proceed with any of the Lines To Be Constructed, or if the mode as selected and finalized through the pre-project development process, environmental reviews and approval, or otherwise, is different than the following: Green Line Extension – rail; Blue Line Extension – rail; Riverview Line – rail; Orange Line – bus rapid transit; Rush Line – bus rapid transit; and Gateway Corridor – bus rapid transit.

ARTICLE IV. TERMINATION

This Agreement does not terminate until such time as all of the Contractually Enforceable Project Obligations are fulfilled to the extent provided herein, or as the Parties may mutually agree. Termination shall not discharge any liability incurred by the Parties to each other under this Agreement during the term of this Agreement except as the Parties may mutually agree.

ARTICLE V. NOTICES

For purposes of delivery of any notices to the Parties hereunder, the notice shall be effective if delivered in writing to:

Hennepin County:

County Administrator
A2300 Hennepin County Government Center
300 South 6th Street Minneapolis, MN 55487

With a copy to:

Director, Community Works
701 Fourth Avenue S, Suite 400
Minneapolis, MN 55415

HCRRA:

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

With a copy to:

Director, Community Works
701 Fourth Avenue S, Suite 400
Minneapolis, MN 55415

Ramsey County:

County Manager
15 Kellogg Boulevard W, Suite 250
St. Paul, MN 55102

RCRRA:

Director
Union Depot, Suite 200
214 4th Street East
St. Paul, MN 55101

ARTICLE VI. MISCELLANEOUS

1. **Recitals.** The recitals at the beginning of this Agreement are incorporated into the Agreement's terms as if fully set forth herein.
2. **Liability.** Each Party agrees that it will be responsible for its own acts and omissions, the acts and omissions of its commissioners, officers and employees and any liability resulting therefrom to the extent authorized by law. No Party shall be responsible for the acts of the other Parties and the results thereof. Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto or constitute any party the agent of the others. No Party shall hold itself out contrary to the terms of this Agreement and no Party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein.
3. **Successors and Assigns.** Each Party binds itself, its partners, successors, assigns and legal representatives to the other Party for all covenants, agreements and obligations contained in this Agreement; provided further that no Party may assign this Agreement without the prior written consent of the other Parties.
4. **Non-Waiver.** One or more waivers by one Party of any provision, term, condition or covenant of this Agreement shall not be construed by any other Party as a waiver of a subsequent breach of the same by any other Party, or as a waiver of any other provision of this Agreement.
5. **Governing Law.** This Agreement is entered into under the laws of the State of Minnesota and federal laws, and shall be interpreted in accordance with those laws.
6. **Amendments.** This Agreement may be amended only by unanimous agreement of the Parties as evidenced by resolutions adopted by their respective governing bodies.
7. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
8. **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement unless such severance would manifestly interfere with the intent of the Parties such that one or more Parties is inequitably left with obligations inconsistent with the Parties' intent.
9. **Entire Agreement.** With respect to the matters covered herein, this Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements relating to the matters covered herein.

10. Alternative Dispute Resolution In the event of a dispute arising under this Agreement, the Parties agree to attempt to resolve the dispute by following the process described below:

A. A Party shall provide written notice to the other Parties describing the perceived conflict, positions and underlying reasons.

B. The other Parties shall provide written response to the notice within 7 days of receipt of notice.

C. The Parties shall meet within 14 days of receipt of response with a neutral facilitator. The neutral facilitator will be a representative from the Minnesota Office of Dispute Resolution or a comparable office as mutually agreed by the Parties. Costs of such facilitator shall be shared equally by all parties to the dispute.

D. At the first meeting, the neutral facilitator will assist the parties in identifying the appropriate parties and participants in the dispute resolution process, their concerns, a meeting agenda and design for any subsequent meetings. The Parties shall agree on a process for resolving the problem that would involve additional negotiations, mediation or arbitration.

E. In developing the process, the Parties will be guided by the following principles:

1) The Parties will attempt in good faith to reach a negotiated settlement.

2) The Parties agree that there must be fair representation of the parties directly involved in the dispute.

3) The Parties will use legal proceedings as a last resort.

4) In the event the Parties are unable to resolve the dispute, each Party retains all rights, remedies (including specific performance) or defenses it had prior to entering the process, except that each Party shall be responsible for its own attorney's fees and costs.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the date written below:

HENNEPIN COUNTY

Reviewed by the County
Attorney's Office

Date: _____

Chair:

Date: _____

HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY

Reviewed by the County
Attorney's Office

Date: _____

Chair:

Date: _____

RAMSEY COUNTY, MINNESOTA

Victoria Reinhardt, Chair
Ramsey County Board of Commissioners

Date: _____

Janet Guthrie, Chief Clerk
Ramsey County Board of Commissioners

Date: _____

Approval recommended

Heather Worthington
Deputy County Manager

Date: _____

Approved as to form

Assistant Ramsey County Attorney

Date: _____

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

Rafael E. Ortega, Chair

Date: _____

Approval recommended

Timothy A. Mayasich, Director

Date: _____

Approved as to form

Assistant Ramsey County Attorney

Date: _____

EXHIBIT A

ESTABLISHING THE CTIB SHARE FOR TRANSITWAY OPERATING SUBSIDY

The Counties Transit Improvement Board (the "Board") has under consideration the dissolution of the joint powers agreement that is currently in place. A requirement of the Board's action on dissolution is to have its current funding commitments assumed by individual county members in whole or in part. Certain of the funding commitments provide payment by the Board of a share of the net operating cost for the currently operating lines, including: Blue Line LRT, Green Line LRT, the Northstar Commuter Rail, and the Red Line BRT. Funding commitments for future lines include: SWLRT, Bottineau LRT, and Orange Line BRT. This term sheet describes the provisions related to payment of the CTIB Share in 2018 and beyond for operating transitways. It will further provide the basis for establishing the CTIB Share for future lines when operations commence.

This Term Sheet is summary in nature and not intended to be a complete statement of the terms of the intended agreement/s among the parties. The parties to the agreement or agreements referred to in the Term Sheet include the Metropolitan Council as recipient of the funds described and the following counties:

Blue Line LRT	Hennepin County
Green Line LRT	Hennepin County & Ramsey County
Northstar Commuter Rail	Anoka County & Hennepin County
Red Line BRT	Dakota County

Term of Agreement

The agreement will apply to Net Operating Cost incurred beginning January 1, 2018 and ending December 31, 2022, and will automatically renew for consecutive five-year periods, as amended from time to time, unless otherwise agreed to by the parties or as provided for under "Termination" herein.

Definitions

Net Operating Cost, Operating Revenue and Operating Expense will have the same meaning as in the current Master Operations Funding Agreement. Relevant sections of the Master Operations Funding Agreement are reproduced below for ease of reference:

Net Operating Cost or Net Operating Costs shall be defined as the Operating Costs attributable by Council to a Grant Period less Operating Revenues. Net Operating Costs, defined herein and applicable to this Agreement, shall be derived in a manner consistent with the system of accountability agreed to by the Parties in this Agreement. Operating Costs means the costs of operating a Transitway Service. This includes direct costs attributable to Transitway Service operations and indirect costs attributable to Transitway Service as follows:

a. Federal A-87 Support Service Allocation: The Federal Transit Administration ('FTA') has established federal guidelines that allow support services that cannot be charged directly to be allocated between operating and capital operations per OMB Circular 122 Section A-87.

- b. Modal Allocation: The Metro Transit Modal Allocation is for joint operating expenses of Metro Transit that support both bus and rail operations, but not capital expenditures. These joint operating expenses are not included in the Federal A-87 Support Service Allocation per federal guidelines, as they only support operational needs.
- c. Metropolitan Council Allocation: The Metropolitan Council provides support services for all operations within the metropolitan Council. These support services are allocated to each Council Operating Unit.
- d. Contracted Services Overhead Allocation: The Metropolitan Transportation Services department supports contracted Transitway Service operations. These overhead costs are incurred for the administration of contracts with external providers. The parties agree that the definition of Operating Costs does not include life cycle capital replacement needs, including rolling stock.

Operating Revenue means revenues reasonably attributable or allocable to a Transitway Service for a Grant Period, including but not limited to:

- a. Revenues attributable by Council, in consultation with Board, to operation of Transitway Service, including but not limited to passenger fares, auxiliary revenue such as advertising, metropolitan Airports Commission Service Revenue, and other miscellaneous revenues such as interest income;
- b. Any and all federal funds or other applicable funding sources or revenues available to Council that are specifically designated for operation of Transitway Service;
- c. Any and all federal funds or other applicable funding sources or revenues allocated by Council, in consultation with Board, for operation of Transitway Service.

If significant specially designated revenues for operations of Transitway Service are received from the State Legislature, the Parties agree to meet and determine the impacts on Operating Revenues and Net Operating Costs.

Proportionate Share of Shared Use Facility Costs means the allocation of Operating Costs of major shared use transitway station facilities, including park and ride facilities that serve express bus routes, according to the following methodologies:

- a. For Rail/Bus Shared Use Facilities: Operating Costs shall be allocated to each respective mode using a weighted formula, with a 50 percent weight given to ridership for each route using the facility, and a 50 percent weight given to the number of scheduled trips for each route using the facility.
- b. For BRT/Bus Shared Use Facilities: Operating Costs shall be allocated to each respective mode based on the number of scheduled trips for each route using the facility.

The Proportionate Share of Shared Use Facility Costs will be calculated for the 2018 Base Share amount, and then recalculated every three years on the facilities agreed to for each individual corridor.

Transitway Service means the operation of a light rail transit, commuter rail transit, or bus rapid transit line, currently including the Hiawatha light rail transitway (operating as the METRO Blue Line), the Central Corridor light rail transitway (operating as the METRO Green Line), the Northstar commuter rail transitway, and the Cedar Avenue bus rapid transitway (operating as the METRO Red Line). Transitway Service does not include the operation of Arterial bus rapid transit, regular route bus, express bus, Metro Mobility or any other transit services.

Supplanting Prohibited

Funds provided under the agreement or agreements must supplement, and not supplant, state, federal or other sources of assistance available and such sources may not be diverted to maximize county contributions. Funds provided may only be used to pay Operating Costs of Transitway Service, and may not be used pay the cost of any non-Transitway Service directly or indirectly.

Source of Funding

Unless otherwise determined at the sole discretion of each county, the source of funding is taxes imposed under 297A.993. Payment in any year is subject to annual appropriation of each county.

CTIB Share

The CTIB Share of Operating Costs in any year will be the sum of the Base Share and the Non-Annual Share.

Base Share

The Base Share is for annual Operating Costs incurred for the normal day to day operations of Transitway Service. These costs can include:

- Labor and Benefits
- Contracted Services including Professional and Technical Services
- Materials, Parts and Supplies including Fuel, Repair Parts and Repair Supplies
- Other Expenses including Utilities, Insurance, Leases and Rentals, Advertising, Training
- Allocated Expenses including Modal Allocations, A-87 Federal Allocations, Metropolitan Council Allocations, Contracted Service Allocations

The CTIB Base Share will be the following amounts in 2018, increased by 3.15% in each year thereafter, unless adjusted from time to time as specified herein.

METRO Blue Line/Green Line LRT*	\$ 25,051,223	[placeholder]
Northstar Commuter Rail	\$ 7,127,181	
METRO Red Line BRT*	\$ 1,506,401	[placeholder]

*Note: The LRT Base Share will be adjusted to account for the Proportionate Share of Shared Use Facility Costs at the Mall of America Station.. The LRT Share of the Mall of America facility costs will include the Red Line share of the facility costs. The Red Line BRT Base Share has been adjusted to account for the Proportionate Share of Shared Use Facility Costs at the Apple Valley and Cedar Grove Stations. The Red Line BRT Base Share will additionally be adjusted to account for future Operating Cost changes related to the new Cedar Grove station, and other service changes.

Non-Annual Share

Some Operating Costs do not occur annually, but rather are scheduled programs that are necessary to maintain the normal operation of the Transitway Service. An amount for non-annual Operating Costs (the "Non-Annual Share") will be included in the annual CTIB Share and accounted for separately. These costs can include:

- Labor Training costs for Rail Overhaul Programs
- Rail Grinding Program
- Station Rehabilitation Programs – BRT or Rail
- Tile Grouting

The Non-Annual Share will be the following amounts in 2018, increased by 3.15% in each year thereafter, unless adjusted from time to time as specified herein.

METRO LRT Operations	\$ 750,000	
Northstar Commuter Rail		\$ 150,000

The Non-Annual Share for the METRO Red Line will be the following amounts as adjusted from time to time as specified herein.

- \$0 (2018)
- \$50,000 (2019-2021)
- \$75,000 (2022-2024)
- \$100,000 (2024 forward, increased by 3.15% in each year thereafter)

Expenditure of amounts on deposit in the account for the Non-Annual Share will be subject to review and reconciliation by the contributing counties and specifically budgeted as such by Metropolitan Council prior to the expenditure. In the event amounts on deposit in the account for the Non-Annual Share accumulate to an amount in excess of twice the annual contribution amount at the end of any given year, the amount of such excess will be distributed back to the county, or proportionately to the counties, that provided funding for the year just ended. In the event, there is a scheduled, non-annual Operating Cost planned for a Transitway Service that exceeds the yearly contribution amount for the Non-Annual Share, the parties agree to discuss a potential adjustment to the Non-Annual Share.

Annual True-up of Base Share

Year-End Operations and Financial Report. On or about July 15 of each year, Council shall present to County/ies for its review and comment an audited year-end operations and financial report ("Year-end Operations and Financial Report") for the prior calendar year. This prior year audited Year-end Operations and Financial Report will be presented on or about July 15th of each subsequent calendar year and will include variances for actual versus budget revenue and expense financial results.

Reconciliation/Surplus Monies. Within thirty (30) days of publication of Council's annual Certified Financial Report, any surplus moneys provided to Council by County/ies for Transitway Services and any interest earnings generated by County's/ies' contribution to Council of funds shall be returned to County/ies in proportion to the contributions of County/ies upon completion of operations authorized by an Operating Agreement. If the Operating Agreement is terminated for any reason and any balance remains after all operating costs are paid, said balance will be owed to County/ies within thirty (30) days of publication of Council's annual Certified Financial Report.

Manner of Payment

Each calendar year beginning January 1, 2018, the Metropolitan Council shall invoice the counties on a quarterly basis, and the counties shall make equal quarterly payments in February, May, August, and November.

Separate Accounts

Payments received as and expenses charged against the Base Share will be accounted for separately from payments received as and expenses charged against the Non-Annual Share.

Budgeting and Reporting

The agreement or agreements may include budgeting and reporting information similar to that described in the Master Operating Agreement Section 5, or as agreed to by the parties. The parties agree to meet at least annually to review the annual budget and expenditures of the Base Share and the Non-Annual Share.

Service Levels

The Metropolitan Council will not make decisions about material service changes and frequency levels without due regard for, and the timely involvement (at least 60 days) of, the counties paying for the operating subsidies for such service.

Reopening Conditions

The intent of the parties is to provide a more streamlined, predictable method of providing the subsidy; however, all parties realize that there is no way to anticipate all future circumstances and agree that there may be a need to make adjustments from time to time. Any party may request consideration of specific circumstances; however, the following items will be cause for reopening terms of the agreement.

- a. A significant change to Operating Revenues, including but not limited to a fare increase.
- b. A material service change is proposed that results in 25% or more change in daily in-service hours of a Transitway Service.
- c. A new Transitway Service commences operations, for the purposes of establishing the Base Share and Non-Annual Share for the new Transitway Service.
- d. An extension to an existing Transitway Service or the addition of a new station on an existing Transitway Service.
- e. The Legislature modifies the Section 297A.993 sales tax base.
- f. An unforeseen circumstance occurs that results in significant on-going costs to the Transitway Service.

Termination of the Agreement

The agreement or agreements are subject to termination in the event:

- a. A transitway ceases to operate
- b. Legislature eliminates the Section 297A.993 sales tax or restricts its use to preclude payment under the agreement/s
- c. The parties agree to terminate the agreement

The Ramsey County Regional Railroad Authority met in regular session at 9:45 AM with the following members present: Carter, Huffman, McGuire, Reinhardt, Rettman, and Chair-Ortega. Also present were Julie Kleinschmidt, County Manager, and Jeff Stephenson, County Attorney.

1. ROLL CALL

Commissioners	PRESENT	ABESENT
Ortega, Rafael	x	
Carter, Toni	x	
Huffman, Blake	x	
McDonough, Jim		x
McGuire, Mary Jo	x	
Reinhardt, Victoria	x	
Rettman, Janice	x	

2. Agenda of April 4, 2017 is Presented for Approval**VOTING**

Motion by: Blake Huffman

Second by: Janice Rettman

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim			x	
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

3. Minutes from March 7, 2017 are Presented for Approval**VOTING**

Motion by: Mary Jo McGuire

Second by: Toni Carter

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim			x	
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

4. Minutes from March 20, 2017 are Presented for Approval

VOTING

Motion by: Victoria Reinhardt

Second by: Janice Rettman

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim			x	
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

5. Transfer 1.0 Full-Time Equivalent to the Communications Division (Resolution R2017-12)

VOTING

Motion by: Toni Carter

Second by: Victoria Reinhardt

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim			x	
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice		x		

WHEREAS, On October 25, 2016, the Ramsey County Board of Commissioners approved a transfer of five communications-oriented Full-Time Equivalents (FTEs) from the Economic Growth and Community Investment Service Team to the Communications Division of the Information and Public Records Service Team by December 31, 2017; and

WHEREAS, One of these five FTEs is in the Ramsey County Regional Railroad Authority complement; and

WHEREAS, This action supports the Strategic Priority, "Enhance Countywide Communication Strategies and Resources" identified in the 2016 and 2017 Strategic Plans; and

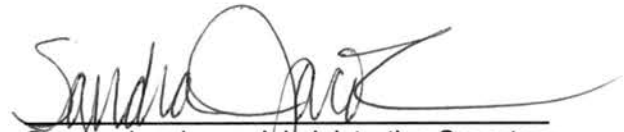
WHEREAS, The Requested Board Action on October 25, 2016 to the Ramsey County Board of Commissioners stated that an action to transfer the one FTE communications-oriented position from the Regional Ramsey County Railroad Authority complement to the Communications Division would be presented to the Ramsey County Regional Railroad Authority for approval at the time of the transfer in 2017; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the transfer of one communications-oriented Full-Time Equivalent to the Communications Division of the Information and Public Records Service Team effective as of April 4, 2017.

6. Corridor Updates (Discussion may be found on archived video)

7. Adjournment

The meeting was adjourned at 9:48 am.


Sandra Jacobson, Administrative Secretary

Regional Railroad Authority Meeting
April 4, 2017 – ROLL CALL

Call to Order: 9:45 AM

1. ATTENDANCE ROLL CALL

	PRESENT	ABSENT
Toni Carter	☒	
Blake Huffman	☒	
Jim McDonough	☒	☒
Mary Jo McGuire	☒	
Victoria Reinhardt	☒	
Janice Rettman	☒	
Rafael Ortega	☒	

2. Agenda of April 4, 2017 is presented for approval

Moved: BH Seconded: JR

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

3. Minutes from March 7, 2017 are presented for approval

Moved: MM Seconded: TC

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

4. Minutes from March 20, 2017 are presented for approval

Moved:

VR

Seconded:

JR

YEA

NAY

ABSENT

Janice Rettman

✓

Toni Carter

✓

Blake Huffman

✓

✓

Jim McDonough

✓

Mary Jo McGuire

✓

Victoria Reinhardt

✓

Rafael Ortega

✓

5. Transfer 1.0 Full-Time Equivalent to the Communications Division

Moved:

TC

Seconded:

VR

YEA

NAY

ABSENT

Janice Rettman

✓

Toni Carter

✓

Blake Huffman

✓

Jim McDonough

✓

✓

Mary Jo McGuire

✓

Victoria Reinhardt

✓

Rafael Ortega

✓

6. Corridor Updates

7. Adjournment

Meeting adjourned at 9:48 am.



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

AGENDA

Tuesday, April 04, 2017
Immediately following the County Board Meeting

Council Chambers – Third Floor Court House
15 W. Kellogg Blvd., St. Paul, MN 55102

1. ROLL CALL

2. R2017-20 Agenda of April 4, 2017 is Presented for Approval

Approve the Agenda of April 4, 2017.

3. R2017-17 Minutes from March 7, 2017 are Presented for Approval

Approve the minutes from March 7, 2017.

4. R2017-21 Minutes from March 20, 2017 are Presented for Approval

Approve the minutes from March 20, 2017.

ADMINISTRATIVE ITEM

5. R2017-19 Transfer 1.0 Full-Time Equivalent to the Communications Division

Approve the transfer of one communications-oriented Full-Time Equivalent to the Communications Division of the Information and Public Records Service Team effective as of April 4, 2017.

6. Corridor Updates

7. Adjournment

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-20

Committee: Regional Railroad Authority

Meeting Date: 4/4/2017

SUBJECT: Agenda of April 4, 2017 is Presented for Approval

REQUESTED ACTION

Approve the Agenda of April 4, 2017.

**REQUEST FOR ACTION
RAMSEY COUNTY BOARD OF COMMISSIONERS**

Requesting Department: Regional Railroad Authority & Communications Division R2017-19

Committee: Regional Railroad Authority

Meeting Date: 4/4/2017

SUBJECT: Transfer 1.0 Full-Time Equivalent to the Communications Division

REQUESTED ACTION

Approve the transfer of one communications-oriented Full-Time Equivalent to the Communications Division of the Information and Public Records Service Team effective as of April 4, 2017.

EXECUTIVE SUMMARY

On October 25, 2016, the Ramsey County Board of Commissioners approved the transfer of five communications-oriented Full-Time Equivalents (FTEs) from the Economic Growth and Community Investment Service Team to the Communications Division of the Information and Public Records Service Team to be completed by December 31, 2017 (Resolution B2016-272). One of these FTEs is currently in the Ramsey County Regional Railroad Authority complement.

As was stated in the October 25, 2016 Request for Board Action, an action to transfer this FTE would be presented to the Ramsey County Regional Railroad Authority for approval at the time of the transfer in 2017.

FISCAL IMPACT

There is no net budget increase or decrease with the transfer of the FTE. The position is funded within the 2017 budget.

COUNTY MANAGER COMMENTS

Transfer of positions and budgets between Service Teams requires County Board approval. This action supports the Priority Action, "Enhance Countywide Communications Strategies and Resources", identified in the 2016 and 2017 Strategic Plans, and is consistent with County Board direction to further align Ramsey County Communications.

PREVIOUS ACTION

On October 25, 2016, The Ramsey County Board of Commissioners approved the transfer of five communications-oriented FTEs from the Economic Growth and Community Investment Service Team, one of which was identified in the Ramsey County Regional Railroad Authority (Resolution B2016-272).

ATTACHMENTS

1. Draft Resolution

Draft Resolution

WHEREAS, On October 25, 2016, the Ramsey County Board of Commissioners approved a transfer of five communications-oriented Full-Time Equivalents (FTEs) from the Economic Growth and Community Investment Service Team to the Communications Division of the Information and Public Records Service Team by December 31, 2017; and

WHEREAS, One of these five FTEs is in the Ramsey County Regional Railroad Authority complement; and

WHEREAS, This action supports the Strategic Priority, "Enhance Countywide Communication Strategies and Resources" identified in the 2016 and 2017 Strategic Plans; and

WHEREAS, The Requested Board Action on October 25, 2016 to the Ramsey County Board of Commissioners stated that an action to transfer the one FTE communications-oriented position from the Regional Ramsey County Railroad Authority complement to the Communications Division would be presented to the Ramsey County Regional Railroad Authority for approval at the time of the transfer in 2017; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the transfer of one communications-oriented Full-Time Equivalent to the Communications Division of the Information and Public Records Service Team effective as of April 4, 2017.

The Ramsey County Regional Railroad Authority met in regular session at 9:35 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman, and Chair-Ortega. Also present were Julie Kleinschmidt, County Manager, and Paul Zisla, Assistant County Attorney.

1. ROLL CALL

Commissioners	PRESENT	ABSENT
Ortega, Rafael	x	
Carter, Toni	x	
Huffman, Blake	x	
McDonough, Jim	x	
McGuire, Mary Jo	x	
Reinhardt, Victoria	x	
Rettman, Janice	x	

2. Agenda of April 25, 2017 is Presented for Approval

VOTING

Motion by: Victoria Reinhardt

Second by: Mary Jo McGuire

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

3. Minutes from April 4, 2017 are Presented for Approval

VOTING

Motion by: Toni Carter

Second by: Mary Jo McGuire

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

4. Presentation on the Eau Claire to Twin Cities Passenger Rail Initiative

None. For information and discussion only.

5. Eau Claire to Twin Cities Passenger Rail Initiative (Resolution R2017-14)

VOTING

Motion by: Janice Rettman

Second by: Jim McDonough

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

WHEREAS, The Ramsey County Regional Railroad Authority is dedicated to a long-range vision of transit and intercity passenger rail services to meet changing needs for today and into the future; and

WHEREAS, The Ramsey County Regional Railroad Authority leads, funds and participates in regional planning initiatives in cooperation with many public and private partners; and

WHEREAS, Union Depot, owned by the Ramsey County Regional Railroad Authority, serves as a multimodal transportation facility where bicycles, pedestrians, Amtrak, light rail transit, and local, regional and intercity bus lines come together; and

WHEREAS, The West Central Wisconsin Rail Coalition is a non-profit advocacy group that is working toward developing passenger rail service through west central Wisconsin, the Eau Claire to Twin Cities Passenger Rail Initiative, as part of a regional strategy to ensure a balanced transportation system necessary for long term sustainable economic growth; and

WHEREAS, The West Central Wisconsin Rail Coalition established the Organizing Council, a group of private enterprises interested in advancing the Eau Claire to Twin Cities Passenger Rail Initiative to investigate the feasibility of initiating a self-sustaining passenger rail service between Eau Claire and the Twin Cities; and

WHEREAS, The Organizing Council, in association with the West Central Wisconsin Rail Coalition, believes that economic and population growth in western Wisconsin could support daily, intercity passenger service linking Union Depot in Saint Paul to Eau Claire and at least four cities in this corridor; and

WHEREAS, It is important to show consolidated support for this initiative from local governments, businesses and other organizations all along the corridor; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority supports the Eau Claire to Twin Cities Passenger Rail Initiative and offers to cooperate with the West Central Wisconsin Railroad Coalition and the Organizing Council in advancing this initiative as appropriate and mutually beneficial.

***At this time in the meeting, the Ramsey County Regional Railroad Authority Commissioners acknowledged Ruby Parker, Health and Wellness Administration Division Information Desk Attendent, for her volunteer services. Ruby gave a brief speech and photos were taken with Ruby Parker and the Commissioners.*

6. **Amendment to the Joint Powers Agreement with Minnesota High Speed Rail Commission (Resolution R2017-13)**

VOTING

Motion by: Janice Rettman

Second by: Victoria Reinhardt

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

WHEREAS, The Minnesota High Speed Rail Commission (Commission) is a joint powers board under the provisions of Minnesota Statutes Section 471.59 and Chapter 398A; and

WHEREAS, The Commission is established by a Joint Powers Agreement by and between Dakota County Regional Railroad Authority, Goodhue County Regional Railroad Authority, Ramsey County Regional Railroad Authority, Wabasha County Regional Railroad Authority, Winona County Regional Railroad Authority, La Crosse Area Planning Committee, City of Cottage Grove, City of Goodview, City of Hastings, City of Lake City, City of Red Wing, City of Saint Charles, City of Saint Paul, City of Saint Paul Park, City of Utica, City of Wabasha, City of Winona; and

WHEREAS, The Commission is working to establish the Twin Cities-Milwaukee-Chicago second daily round-trip passenger train along the current Amtrak Empire Builder route in Minnesota (River Route), serving the current station stops in between; and

WHEREAS, The Commission is working to establish high-speed intercity passenger rail service between Chicago and Saint Paul along the River Route, the federally designated high speed passenger rail route; and

WHEREAS, The Commission voted to amend the Joint Powers Agreement to clarify the Commission's purpose as an advocacy organization that supports rail system analysis and research to better advocate for rail system investments along the River Route; and

WHEREAS, The Commission voted to amend the Joint Powers Agreement to remove commuter rail stations from the funding formula and to provide direction in adjusting the funding formula should a Financial Party withdraw from the Commission; and

WHEREAS, The Commission voted to amend the Joint Powers Agreement to include Metropolitan Planning Organizations as eligible Financial Parties and allow the appointment of the planning organization's executive director as its representative to the Commission; and

WHEREAS, The Commission voted to amend the Joint Powers Agreement to include its current member Parties and provide for a means to add new member Parties; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Amended and Restated Minnesota High Speed Rail Commission Joint Powers Agreement; and Be It Further

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

7. Corridor Updates (Discussion may be found on archived video)

8. Adjournment

The meeting adjourned at 10:10 am.



Sandra Jacobson, Administrative Secretary



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

AGENDA

Tuesday, April 25, 2017

Immediately following the County Board Meeting

Council Chambers – Third Floor Court House
15 W. Kellogg Blvd., St. Paul, MN 55102

1. ROLL CALL

2. R2017-26 Agenda of April 25, 2017 is Presented for Approval

Approve the Agenda of April 25, 2017.

3. R2017-27 Minutes from April 4, 2017 are Presented for Approval

Approve the minutes from April 4, 2017.

PRESENTATION ITEM

4. R2017-23 Presentation on the Eau Claire to Twin Cities Passenger Rail Initiative

None, for information purposes only.

ADMINISTRATIVE ITEMS

5. R2017-24 Eau Claire to Twin Cities Passenger Rail Initiative

Support the Eau Claire to Twin Cities Passenger Rail Initiative and offer to cooperate with the West Central Wisconsin Railroad Coalition and the Organizing Council in advancing this initiative as appropriate and mutually beneficial.

6. R2017-22 Amendment to the Joint Powers Agreement with Minnesota High Speed Rail Commission

1. Approve the Amended and Restated Minnesota High Speed Rail Commission Joint Powers Agreement.
2. Authorize the Chair to execute the Agreement.

7. CORRIDOR UPDATES

8. ADJOURNMENT

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-26

Committee:

Meeting Date:

SUBJECT: Agenda of April 25, 2017 is Presented for Approval

REQUESTED ACTION

Approve the Agenda of April 25, 2017.

Regional Railroad Authority Meeting
April 25, 2017 – ROLL CALL

Call to Order: 9:35 AM

1. ATTENDANCE ROLL CALL

	PRESENT	ABSENT
Toni Carter	☒	
Blake Huffman	☒	
Jim McDonough	☒	
Mary Jo McGuire	☒	
Victoria Reinhardt	☒	
Janice Rettman	☒	
Rafael Ortega	☒	

2. Agenda of April 4, 2017 is presented for approval

Moved: VR

Seconded: MM

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

3. Minutes from April 4, 2017 are presented for approval

Moved: TC

Seconded: MM

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

4. Presentation on the Eau Claire to Twin Cities Passenger Rail Initiative (no vote)

5. Eau Claire to Twin Cities Passenger Rail Initiative

Moved: *VR JR* Seconded: *FG JM*

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

Memorialize
Ruby Parker
Volunteer
Speech

insert

6. Amendment to the Joint Powers Agreement with Minnesota High Speed Rail Commission

Moved: *JR* Seconded: *VR*

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

in both
RCRRA
minutes
&
RC Bd
minutes

7. Corridor Updates

8. Adjournment

Meeting adjourned at 10:10 am.

Information Person
Ruby Parker, Volunteer for Community
Wellness, was

At this pt in the Mtg. the
RCRRA Commissioners acknowledged
Ruby Parker. ^{born} Ruby gave a brief
speech & pictures were taken
w/ Ruby & the Commissioners.

Receptionist

@

Yang
May 6 4429

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-27

Committee: Regional Railroad Authority

Meeting Date: 4/25/2017

SUBJECT: Minutes from April 4, 2017 are Presented for Approval

REQUESTED ACTION

Approve the minutes from April 4, 2017.

ATTACHMENTS

1. Draft Minutes

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-23

Committee: Regional Railroad Authority

Meeting Date: 4/25/2017

SUBJECT: Presentation on the Eau Claire to Twin Cities Passenger Rail Initiative

REQUESTED ACTION

None, for information purposes only.

EXECUTIVE SUMMARY

David Christianson, Executive Director of the Organizing Council of the West Central Wisconsin Rail Coalition, will present information about the Eau Claire to Twin Cities Passenger Rail Initiative to the Ramsey County Regional Railroad Authority Board.

FISCAL IMPACT

None.

COUNTY MANAGER COMMENTS

None.

PREVIOUS ACTION

None.

ATTACHMENTS

1. Presentation
2. The Eau Claire to Twin Cities Passenger Rail Initiative



West Central Wisconsin Rail Coalition



What the future could look like:

- Smooth, upgraded tracks – frequent trains
- Comfortable, roomy seating with large windows and power for laptop computers
- Café service for light meals, beverages
- More productive time for business travelers and commuters avoid congestion on I-94
- More leisure time for travelers visiting Wisconsin



West Central Wisconsin Rail Coalition

Passenger Rail Service for West Central Wisconsin?

Organizing Council

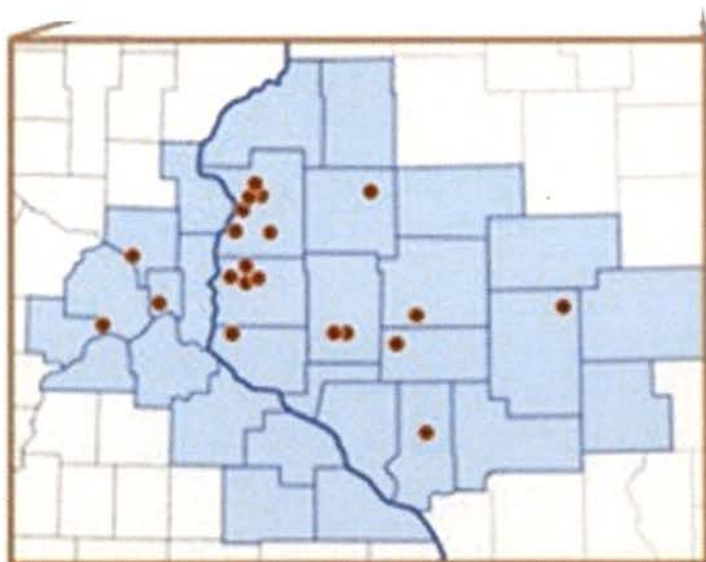
- Vision:** Attract/retain talent through enhanced connectivity
- Scope:** Develop Business Plan to establish self-sustaining Twin Cities-Eau Claire conventional passenger rail service 4x daily
- Initial Work Plan**
 - Review previous studies
 - Consult with UP, investigate operating entities
 - Develop network of partners and stakeholders
 - Investigate governance options and policy issues



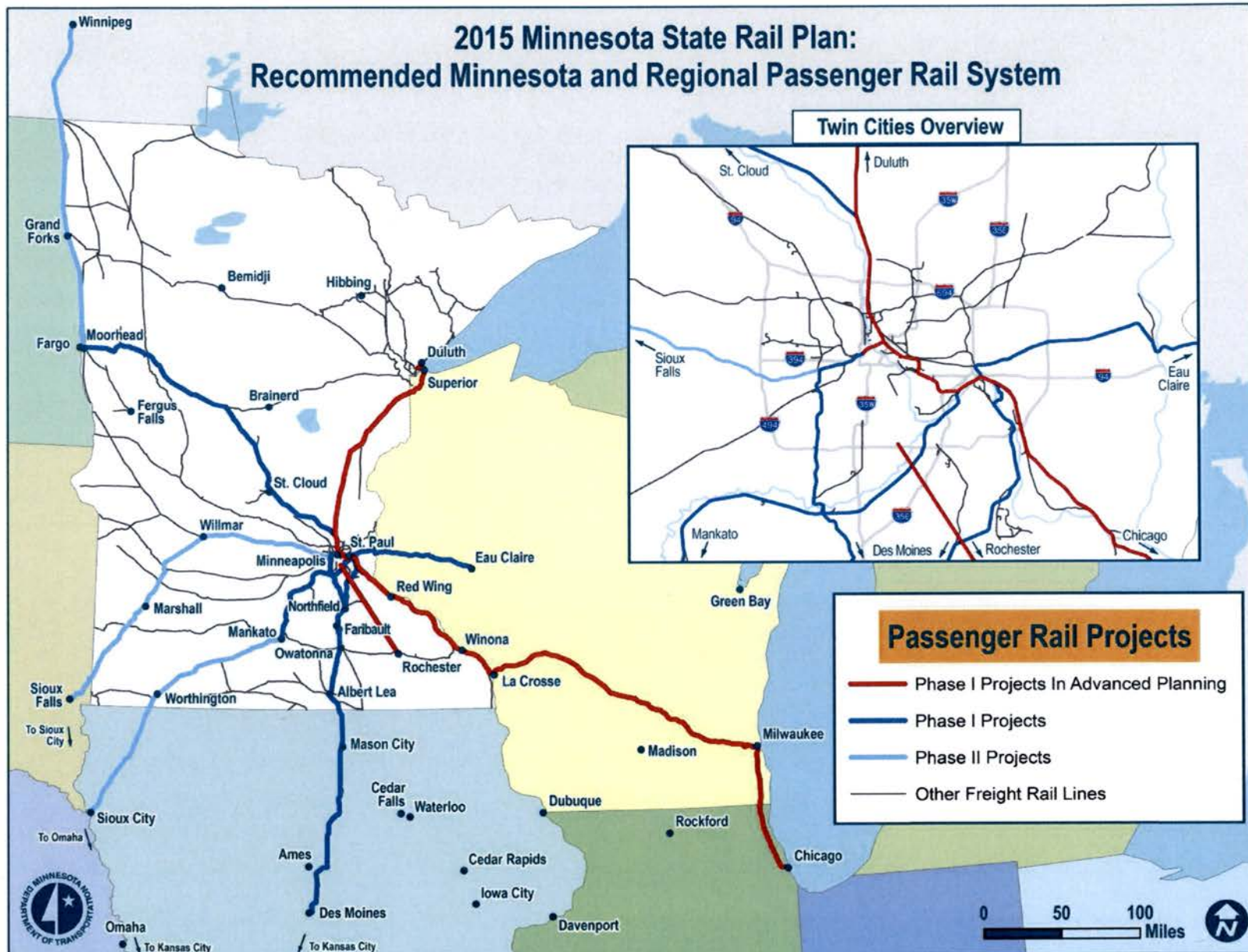
West Central Wisconsin Rail Coalition



ROYAL
CREDIT
UNION



Concept of Self-Sustaining Rail Service

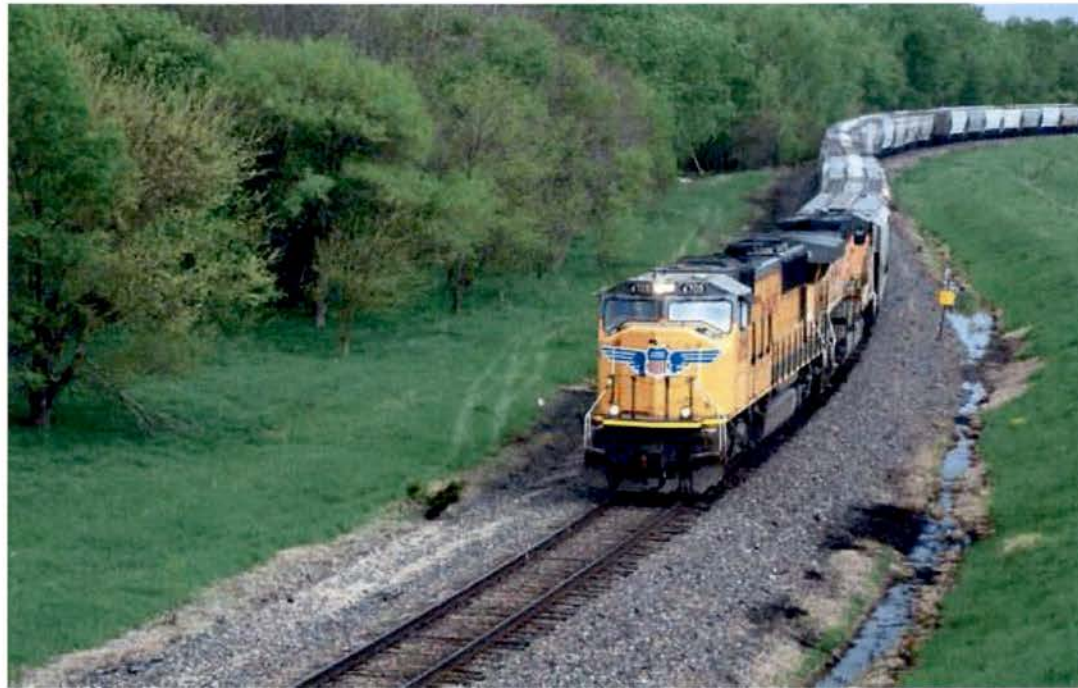


Service Outline

- Travel time, Eau Claire-St. Paul: 1 Hr, 20 Min.
- Four round trips/day; hybrid commuter service
- Push-pull double deck 4-car trainsets (ADA)
- Stations: Eau Claire, Menomonie, Baldwin, Hudson, Stillwater, St. Paul; (Minneapolis, MSP)
- On-board amenities; food, drink, wi-fi
- Transit connections and shared ticketing
- Free baggage, bikes, etc.
- Group, commuter, student rates; subscriptions

Viable, high-grade rail route:

Union Pacific Altoona Sub-Division, St. Paul – Eau Claire,
Upgraded with CWR, ties, ballast, turnouts, 2013-15.



Conventional Trains: Push-pull, bi-level



Service Connections:

Bus connections to River Falls, Chippewa Falls, transit.



Route and Potential Stations



Station-Area Development

- Local Initiative, Economic Growth Driver



EC-TC Corridor Traffic

- AADT: Eau Claire-Menomonie = 33,500
Menomonie-Baldwin = 29,200
Baldwin-Hudson = 35,500
Hudson-St. Croix = 85,400
St. Croix-I-494/694 = 105,000
- Gateway Corridor estimates; commuter ridership; 900,000 + annually
- MN State Rail Plan est. ridership; 250-400,000
- NLX optimization; 4 round trips optimize utilization

Sample Train Finances

- Second Frequency Empire Builder: \$58/Mile
- Direct Costs (labor+fuel): \$12/Mile
- *Total comparable daily costs EC-TC, \$46,500: 4 round trips daily, (plus 2 potential commute trips)*
- *Eau Claire corridor could supply 1,400-2,600 trips/day (2-3% of corridor traffic; 60% occupancy)*
- *Projected fare for EC-TC: \$31/trip (Menomonie, \$22; Hudson, \$7.50, Stillwater, \$5.50; w/discounts)*
- Comparable shuttle fare, \$39/trip, 1.5 Hr time

Eau Claire – Twin Cities Passenger Rail; project work of the Organizing Council

- Downtown Eau Claire to St. Paul Union Depot
- 85.5 miles, 6 station stops; competitive travel times
- 4 round trips per day, every day, plus commuter runs
- Privately operated, self sustaining operations
- Accomplishments, 2016 to date:
 - Synthesis of 7 relevant plans & studies; feasibility study
 - Mapping of corridor, project sites, conceptual schedules
 - Identified sources of equipment, private operators, funding
- Conditional approval for study from Union Pacific Railroad
- Initial contact with 7 private suppliers, operators
- Organizing Council decision to advance project

Project Needs and Potential

- UPRR MOU, Reimbursement contract(\$30-50K?)
- Startup & Capital costs; \$140-450 million
 - major project, Westminster Junction underpass
 - Railroad, local partners' shares, financing to be determined
- Bypass increasing I-94 congestion
- Develop robust transit, circulation systems
- Promote bi-state/regional talent retention, travel options, tourism, joint use facilities
- Economic development around station areas
- New revenue, tax streams; value capture for rail



We advocate for passenger rail service for West Central Wisconsin

Given the strengths of the West Central Wisconsin corridor and need for passenger rail to ensure future economic competitiveness, it's time to assess, in a comprehensive

www.westwisconsinrail.org



West Central Wisconsin Rail Coalition



Passenger Rail Service for West Central Wisconsin?

What you can do

- **Stay informed**

westwisconsinrail@gmail.com

www.westwisconsinrail.org

facebook.com/westcentralwisconsinrail

twitter.com/WestWisRail

Mail: P.O. Box 1294, Eau Claire WI 54702

- **Monthly Meeting** 3rd Thursday most months, 7:30a.m., Eau Claire & River Falls



The Eau Claire to Twin Cities Passenger Rail Initiative

In late 2015, a group of private businesses joined together to investigate the potential for a self-sustaining, private passenger rail service to link Eau Claire and other west central Wisconsin cities with the Twin Cities. Although this type of transportation service has been discussed since the late 1990's, largely as a public, government supported venture, the lack of current public funding for such a service, and the emergence of several public-private and fully private passenger rail projects across the U.S., led this group, now known as the Organizing Council, to formally begin an investigation into the feasibility of a private venture. Since February 2016, the Council has developed plans, performed engineering and financial analyses, designed a service model, and entered into conversations with railroads and potential private operators and partners. The effort is affiliated with and supported by the West Central Wisconsin Rail Coalition.

The service as envisioned would operate four round trips daily from Eau Claire to St. Paul Union Depot initially, with future extension of the service to downtown Minneapolis as a high priority. Fares and transportation costs to travelers would be competitive, and travel time would be 1 ½ hours one way for the full trip. Amenities would include comfortable seating, tables, Wi-Fi service, and basic concessions including drinks and snacks. The station stops, as seen on the map above, would call on the major cities on and along I-94, with bus connections to nearby cities and enhanced transit service in on-line cities. Economic development around these station sites is expected to be a major outcome.

- Service could produce over 900,000 trips per year, 2.5% or more of the market
- Fares would be 20-37 cents per mile, or a full-fare St. Paul-Eau Claire cost of \$32
- Fare discounts would accommodate regular, reserved, and family travel
- Operation would represent a \$15-18 million enterprise headquartered in the area
- Station-area development would attract significant building and provide multi-use facilities, such as the \$50 million + investments recently seen in Normal, Illinois, along a new passenger rail corridor with all-day service to a city very similar in size and make-up to Eau Claire
- Service would promote talent retention for area businesses, increased settlement opportunity for families with multiple income earners, tourism, and other business and discretionary travel
- Trains would bypass major freeway congestion along I-94, particularly west of Hudson
- Conditional approval has been received from Union Pacific and potential operators for contracting
- Transit connectivity includes express bus from St. Paul to MSP Airport, Green Line LRT, 22 Metro Transit bus routes, intercity bus and Amtrak connections, taxi and car rental services.
- Future connections may include high-speed rail to Rochester, MN, and Mayo, LRT to Airport
- Most significant challenges are still-to-be-identified infrastructure improvement (capital) costs and an existing operational bottleneck at St. Paul Union Depot, but with possible solutions evident

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-24

Committee: Regional Railroad Authority

Meeting Date: 4/25/2017

SUBJECT: Eau Claire to Twin Cities Passenger Rail Initiative

REQUESTED ACTION

Support the Eau Claire to Twin Cities Passenger Rail Initiative and offer to cooperate with the West Central Wisconsin Railroad Coalition and the Organizing Council in advancing this initiative as appropriate and mutually beneficial.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) is dedicated to a long-range vision of transit and intercity passenger rail services anchored by Union Depot, a multimodal transportation facility where bicycles, pedestrians, Amtrak, light rail transit, and local, regional and intercity bus lines come together. RCRRA leads, funds and participates in intercity passenger rail planning initiatives in cooperation with many public and private partners, including the Minnesota and Wisconsin Departments of Transportation, the Minnesota High Speed Rail Commission, and the Minnesota Intercity Passenger Rail Forum.

The Union Pacific Railroad corridor from Eau Claire, Wisconsin to Saint Paul is identified in the 2015 Minnesota State Rail Plan and in Connections 2030, Wisconsin's long range transportation plan, as a future intercity passenger rail route alignment or connection.

The West Central Wisconsin Rail Coalition (WCWRC) is a non-profit advocacy group that is leading an effort to establish passenger rail service through West Central Wisconsin to Union Depot in Saint Paul; the Eau Claire to Twin Cities Passenger Rail Initiative. The WCWRC established the Organizing Council, a group of private enterprises interested in advancing the Eau Claire to Twin Cities Passenger Rail Initiative.

The service envisioned by the WCWRC includes four daily trips between downtown Eau Claire and Union Depot in Saint Paul with intermediate stations in Menomonie, Baldwin and Hudson, Wisconsin as well as a station near Stillwater, Minnesota. Chippewa Falls and River Falls, Wisconsin, will be connected to the corridor via connecting bus service. A feasibility study is the next step in the project development process and will confirm the service plan, ridership forecasts, cost estimates and infrastructure needs.

Union Pacific has allowed WCWRC conditional approval to plan this service on their existing freight railroad tracks, with upgrades to be determined by a collaborative professional project evaluation. The intent of WCWRC is to establish a self-sustaining, privately contracted service for this corridor. To continue the planning efforts, the Organizing Council is soliciting resolutions of support. A resolution of support does not obligate RCRRA Board to a financial contribution, and funding for future planning and implementation is undetermined, but RCRRA's support could be important in negotiations with Union Pacific and the Federal Railroad Administration. The RCRRA staff could also provide technical assistance.

FISCAL IMPACT

There is no financial impact on RCRRA for completing the study.

Support the Eau Claire to Twin Cities Passenger Rail Initiative

COUNTY MANAGER COMMENTS

Additional passenger rail service enhances mobility for Ramsey County residents and further establishes Union Depot as the Twin Cities' intercity transportation hub. It is important for the RCRRA to stay informed of this passenger rail service initiative.

PREVIOUS ACTION

None.

ATTACHMENTS

1. Draft Resolution

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority is dedicated to a long-range vision of transit and intercity passenger rail services to meet changing needs for today and into the future; and

WHEREAS, The Ramsey County Regional Railroad Authority leads, funds and participates in regional planning initiatives in cooperation with many public and private partners; and

WHEREAS, Union Depot, owned by the Ramsey County Regional Railroad Authority, serves as a multimodal transportation facility where bicycles, pedestrians, Amtrak, light rail transit, and local, regional and intercity bus lines come together; and

WHEREAS, The West Central Wisconsin Rail Coalition is a non-profit advocacy group that is working toward developing passenger rail service through west central Wisconsin, the Eau Claire to Twin Cities Passenger Rail Initiative, as part of a regional strategy to ensure a balanced transportation system necessary for long term sustainable economic growth; and

WHEREAS, The West Central Wisconsin Rail Coalition established the Organizing Council, a group of private enterprises interested in advancing the Eau Claire to Twin Cities Passenger Rail Initiative to investigate the feasibility of initiating a self-sustaining passenger rail service between Eau Claire and the Twin Cities; and

WHEREAS, The Organizing Council, in association with the West Central Wisconsin Rail Coalition, believes that economic and population growth in western Wisconsin could support daily, intercity passenger service linking Union Depot in Saint Paul to Eau Claire and at least four cities in this corridor; and

WHEREAS, It is important to show consolidated support for this initiative from local governments, businesses and other organizations all along the corridor; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority supports the Eau Claire to Twin Cities Passenger Rail Initiative and offer to cooperate with the West Central Wisconsin Railroad Coalition and the Organizing Council in advancing this initiative as appropriate and mutually beneficial.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-22

Committee: Regional Railroad Authority

Meeting Date: 4/25/2017

SUBJECT: Amendment to the Joint Powers Agreement with Minnesota High Speed Rail Commission

REQUESTED ACTION

1. Approve the Amended and Restated Minnesota High Speed Rail Commission Joint Powers Agreement.
2. Authorize the Chair to execute the Agreement.

EXECUTIVE SUMMARY

The Minnesota High Speed Rail Commission (Commission) is a joint powers board under the provisions of Minnesota Statutes Sections 471.59. The Commission is established by a Joint Powers Agreement by and between Ramsey County Regional Railroad Authority, Dakota County Regional Railroad Authority, Goodhue County Regional Railroad Authority, Wabasha County Regional Railroad Authority, Winona County Regional Railroad Authority, La Crosse Area Planning Committee, City of Cottage Grove, City of Goodview, City of Hastings, City of Lake City, City of Red Wing, City of Saint Charles, City of Saint Paul, City of Saint Paul Park, City of Utica, City of Wabasha, City of Winona. In April 2009, the Ramsey County Regional Railroad Authority voted to execute the Joint Powers Agreement.

The Commission is working to establish the Twin Cities-Milwaukee-Chicago second daily round-trip passenger train along the current Amtrak Empire Builder route in Minnesota (River Route), serving the current station stops in between.

The Commission is working to establish high-speed intercity passenger rail service between the Union Depot Multi-Modal Transportation Hub in Saint Paul and Chicago, along the River Route.

In July 2016, the Joint Powers Agreement was amended to include the La Crosse Area Planning Committee (LAPC), a Metropolitan Planning Organization, as a Financial Party. At that time, the Commission recognized that the Joint Powers Agreement needed to be updated to clarify the Commission's purpose as an advocacy organization that supports a rail analysis and research, to revise its dues structure, to memorialize the identification of the current membership, and to better articulate a process to add new member organizations, including Metropolitan Planning Organizations. The Commission formed a task force that developed recommendations for amending the Joint Powers Agreement for discussion with the full Commission.

The Commission approved the draft Amendment and Restated Joint Powers Agreement at its meeting on March 2, 2017. The Joint Powers Agreement may be amended by unanimous agreement of the member Parties as evidenced by resolutions adopted by the respective governing bodies.

FISCAL IMPACT

There is no budgetary impact to the Ramsey County Regional Railroad Authority (RCRRA) for 2017. For 2018 and subsequent budget years, the RCRRA share of the Commission budget will increase from 36.75% to 37.4%, or approximately \$250, to a total of \$14,508.

COUNTY MANAGER COMMENTS

Ramsey County Regional Railroad Authority Board approval is required to execute the Amended and Restated Joint Powers Agreement. Approving this resolution will ensure that the public, business leaders and legislators along the River Route, are aware of the benefits of passenger rail service.

PREVIOUS ACTION

On February 9, 2016, the Ramsey County Regional Railroad Authority approved an amendment to the Minnesota High Speed Rail Commission Joint Powers Agreement to add the La Crosse Area Planning Committee as a Financial Party member (Resolution R2016-8).

On April 28, 2009, The Ramsey County Regional Railroad Authority approved the Minnesota High Speed Rail Commission Joint Powers Agreement, authorizing the Chair and Chief Clerk to execute the agreement, and appointing Jim McDonough as its representative (Resolution R09-16).

ATTACHMENTS

1. Draft Resolution
2. Joint Powers Agreement

Draft Resolution

WHEREAS, The Minnesota High Speed Rail Commission (Commission) is a joint powers board under the provisions of Minnesota Statutes Section 471.59 and Chapter 398A; and

WHEREAS, The Commission is established by a Joint Powers Agreement by and between Dakota County Regional Railroad Authority, Goodhue County Regional Railroad Authority, Ramsey County Regional Railroad Authority, Wabasha County Regional Railroad Authority, Winona County Regional Railroad Authority, La Crosse Area Planning Committee, City of Cottage Grove, City of Goodview, City of Hastings, City of Lake City, City of Red Wing, City of Saint Charles, City of Saint Paul, City of Saint Paul Park, City of Utica, City of Wabasha, City of Winona; and

WHEREAS, The Commission is working to establish the Twin Cities-Milwaukee-Chicago second daily round-trip passenger train along the current Amtrak Empire Builder route in Minnesota (River Route), serving the current station stops in between; and

WHEREAS, The Commission is working to establish high-speed intercity passenger rail service between Chicago and Saint Paul along the River Route, the federally designated high speed passenger rail route; and

WHEREAS, The Commission voted to amend the Joint Powers Agreement to clarify the Commission's purpose as an advocacy organization that supports rail system analysis and research to better advocate for rail system investments along the River Route; and

WHEREAS, The Commission voted to amend the Joint Powers Agreement to remove commuter rail stations from the funding formula and to provide direction in adjusting the funding formula should a Financial Party withdraw from the Commission; and

WHEREAS, The Commission voted to amend the Joint Powers Agreement to include Metropolitan Planning Organizations as eligible Financial Parties and allow the appointment of the planning organization's executive director as its representative to the Commission; and

WHEREAS, The Commission voted to amend the Joint Powers Agreement to include its current member Parties and provide for a means to add new member Parties; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Amended and Restated Minnesota High Speed Rail Commission Joint Powers Agreement; and Be It Further

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

**AMENDED AND RESTATED JOINT POWERS AGREEMENT
ESTABLISHING THE
MINNESOTA HIGH SPEED RAIL COMMISSION**

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT ("Amended Joint Powers Agreement"), is entered into by and between the undersigned Regional Railroad Authorities, Cities, and Metropolitan Planning Organizations, all being governmental units, pursuant to the authority contained in the Minn. Statutes §§471.59 or 398A.

RECITALS

- A. The Minnesota High Speed Rail Commission Joint Powers Agreement (Agreement) was adopted and executed by the member Parties in 2009.
- B. The Agreement was amended to include the La Crosse Area Planning Committee, a Metropolitan Planning Organization, as a Financial Party in 2016.
- C. The Minnesota High Speed Rail Commission agreed to revisit the Agreement to clarify its mission, definitions of membership and funding formula.

NOW THEREFORE in consideration of the foregoing Recitals and other technical corrections, the High Speed Rail Commission Joint Powers Agreement is amended and restated in its entirety as follows:

WITNESSETH

WHEREAS, the Minnesota High Speed Rail Corridor (Corridor) is defined as a Canadian Pacific Railway corridor from La Crescent to the Union Depot in St. Paul, Minnesota traveling along the Mississippi River; and

WHEREAS, the Minnesota High Speed Rail Corridor will connect Minnesota to Chicago, and the greater Midwest Regional Rail System, a 3,000 mile, nine-state high speed rail network advocated for by the Midwest Interstate Passenger Rail Commission (MIPRC), and

WHEREAS, the MIPRC estimated that connecting Minnesota to the Midwest Regional Rail System would generate over 1,500 permanent jobs and \$1.2 billion in user benefit to Minnesota, and

WHEREAS, the identified economic benefits will not be achieved without high speed rail, and

WHEREAS, there are opportunities to build upon these economic benefits via a variety of rail transportation improvements to the Corridor, including passenger rail and high speed rail, and

WHEREAS, investments in the Corridor provide the opportunity to simultaneously advance other rail projects, and

WHEREAS, the implementation of rail improvements allows for the maximization of public resources, and

WHEREAS, the communities along the Corridor wish to collaboratively plan for the multiple rail transportation improvements and for the related land use and development impacts to maximize the public investment.

NOW, THEREFORE, in consideration of the mutual promises and benefits that each party shall derive here from, the parties agree as follows:

ARTICLE 1.

DEFINITIONS

Unless the context otherwise requires, the terms defined in this section shall for all purposes of this agreement have the meanings herein stated:

Agreement means this Amended Joint Powers Agreement as it now exists and as it may hereafter be amended.

Alternate means the individual appointed to the Commission as provided in Article 4 of this Agreement as a substitute to the appointed Member.

Commission (Minnesota High Speed Rail Commission) shall mean the joint powers board herein established.

Party shall mean any Regional Railroad Authority, City or Metropolitan Planning Organization identified in Article 6 of this Agreement as eligible to participate in this Agreement and which approves and executes this Agreement.

Financial Party shall mean any Regional Railroad Authority or Metropolitan Planning Organization identified in Article 6 of this Agreement that has approved and executed this Agreement and is financially contributing to the Commission.

Minnesota High Speed Rail Corridor shall be defined as the Canadian Pacific Railway corridor from La Crescent to the Union Depot in St. Paul, Minnesota traveling along the Mississippi River.

Passenger Rail shall mean an electric or diesel powered railway that connects multiple regions and the cities in between. Service is focused on moving people between regional centers at speeds not exceeding 90 miles per hour.

High Speed Rail shall mean an electric or diesel powered railway that travels in excess of 90 miles per hour and connects metropolitan regions together.

Member shall mean an individual appointed to the Commission as provided in Article 4 of this Agreement.

Quorum shall consist of a majority of the Financial Parties to this Agreement as defined in Article 6 that have approved and executed this Agreement and at least two cities that have approved and executed this Agreement or as otherwise defined in the Bylaws.

Host Railroad shall mean the owner of the railroad track upon which Passenger Rail, or High Speed Rail will travel.

ARTICLE 2.

PURPOSE

The purpose of this Agreement is to form a Joint Powers Board under the provisions of Minnesota Statutes Section 471.59 and 398.A to enable the Parties to cooperatively advocate for, and analyze the feasibility of, enhanced rail transportation options and an integrated rail transportation system in the Minnesota High Speed Rail Corridor that includes passenger, high speed, and freight rail along with associated land use and development impacts. To accomplish these activities the Joint Powers Board may acquire and manage federal, state, and local funding in conjunction with the Minnesota Department of Transportation, Metropolitan Council, La Crosse Area Planning Committee, and the Wisconsin Department of Transportation and the performance of any responsibilities delegated by the Commissioner of Transportation, Chair of the Metropolitan Council, Chair of the La Crosse Area Planning Committee, and/or the Secretary of Transportation subject to the conditions that sufficient funds are received.

The Parties will communicate and coordinate the Commission's activities as necessary with Canadian Pacific Railway, Burlington Northern Santa Fe Railway, Union Pacific Railway, Amtrak, state agencies, counties, municipalities, the Federal Railroad Administration, other regulatory, planning, and funding agencies, tribal authorities, and other stakeholders for advancement of the Commission's purposes.

ARTICLE 3.

TERM

This Agreement shall be effective (the Effective Date) and the joint powers board established herein may commence exercising the powers authorized in this Agreement on the date that the Agreement has been approved by resolution and duly executed by two (2) Financial Parties by action of their governing boards. This Agreement shall remain in full force and effect until terminated by the Parties pursuant to Article 10 of the Agreement.

ARTICLE 4.

JOINT POWERS BOARD

- A. There is hereby created a Joint Powers Board as a public entity, to be known as the Minnesota High Speed Rail Commission. The Commission shall be an entity separate from its member Parties and shall not be deemed an agent or partner of the member Parties and the member Parties shall not be liable for the actions of the Commission. The Commission shall have full authority to exercise all powers stated herein.
- B. The Commission shall consist of one Member and one Alternate appointed through resolution by each Party. Each Member or Alternate from a county railroad authority or city must be a member of the governing body, commission, or council which appoints him or her, and must remain so during his or her term. Metropolitan Planning Organizations may appoint their Executive Director as their Member or Alternate in place of a member of their governing body.
- C. Each Member and Alternate shall be appointed for one-year terms, beginning January 15, by resolution of the governing body, commission, or council. In the event that any Member or alternate shall not have been appointed by January 15 in any year, the incumbent Member shall serve until a successor has been appointed. Removal of any Member or alternate during the term for which the Member has been appointed may be done at any time, but shall be done only by resolution of the appointing governing body, commission, or council.

ARTICLE 5.

VOTING

Board voting shall be as follows: Each Financial Party receives three (3) votes and each Party that is a non-Financial Party receives one (1) vote.

- A. In the event that the appointed Member is not present at a meeting, their alternate may cast all of their Party's allocated votes. Alternates must be present at the Commission meeting to cast their Party's vote(s).
- B. All actions of the Commission require both a simple majority vote of the Parties present and a simple majority vote of the Financial Parties present. However, for all actions involving the expenditure of funds and adoption of the budget, a simple majority of the whole Commission plus a super majority vote of all Financial Parties is required. A super majority vote is defined as at least 2/3 of the Financial Parties.

ARTICLE 6.

PARTIES

Membership on the Commission is open to governmental units as defined in Minn. Stat. Sections 471.59 or 398A, that are in or near the Minnesota High Speed Rail Corridor as defined in Article 1. The governmental units that are eligible for participation in the Commission upon adoption of this Agreement by their respective governing body are:

- A. Financial Parties:
 - a. Dakota County Regional Railroad Authority

- b. Goodhue County Regional Railroad Authority
- c. Ramsey County Regional Railroad Authority
- d. Wabasha County Regional Railroad Authority
- e. Winona County Regional Railroad Authority
- f. La Crosse Area Planning Committee, a Metropolitan Planning Organization

B. Non-Financial Parties:

- a. City of Cottage Grove
- b. City of Goodview
- c. City of Hastings
- d. City of Lake City
- e. City of Red Wing
- f. City of St. Charles
- g. City of St. Paul
- h. City of St. Paul Park
- i. City of Utica
- j. City of Wabasha
- k. City of Winona

- C. Following the initial term, Commission Members terms shall commence on January 15 of a calendar year and end on January 14 of the next succeeding year, or until a successor is appointed.

ARTICLE 7.

POWERS OF COMMISSION

The Commission has such authority as is necessary and proper to make all decisions to carry out its purpose as described in Article 2. Such powers shall be subject to the provisions of Minn. Stat. § 471.59 and 398.A and will include, but not be limited to, any or all of the following powers to the extent provided by law or not otherwise limited by this Agreement.

- A. Adopt an annual budget, together with a statement of the sources of funding and an estimated amount required of each Financial Party.
- B. For the purpose of advocacy and analysis as established and as provided in Article 2 above, enter into transactions, including contracts or leases, required in furtherance of this Agreement and statutory mandate, and enforce such transactions to the extent available in equity or at law. The contracting and purchasing requirements of the Commission's designated fiscal agent as identified in Article 9 E shall apply hereto. The Commission may approve any contract relating to this Agreement up to the amount approved in the annual budget, and may authorize the Chair of the Commission to execute those contracts.
- C. The Commission shall have the power to adopt such by-laws that it may deem necessary or desirable for the conduct of its business. Such by-laws shall be

consistent with this Agreement and any applicable laws or regulations. The by-laws may provide for the appointment by the Commission of ex-officio, non-voting members to the Board, including but not limited to the appointment of representatives from the Prairie Island Indian Community to serve as ex-officio non-voting members, and may establish such conditions as it deems appropriate for such appointment. Approval of the by-laws shall be in accordance with Article 5 of this Agreement.

- D. Apply for and accept gifts, grants, and loans of money, other property, or assistance from the United States government, the State of Minnesota and its political subdivisions, the State of Wisconsin and its political subdivisions, the Prairie Island Indian Community, or any person, corporation, partnership, association, or agency, public or private for any of its purposes; enter into any agreement in connection therewith, to hold, use and dispose of such money, other property, and assistance in accordance with the terms of the gifts, grants, or loans relating thereto.
- E. Acquire and hold personal property as may be required to accomplish the advocacy and analysis purposes of this Agreement as established and as provided in Article 2 above, and, upon termination of this Agreement, make distribution of such property as is provided for in this Agreement.
- F. Employ agents and employees, and to fix the compensation and all other terms and conditions of employment thereof.
- G. Incur debts, liabilities, or obligations which do not constitute a debt of any of the parties. The Joint Powers Board does not have authority to incur debts, liabilities, or obligations which constitute a debt of any of the parties.
- H. For the purposes of advocacy and analysis as established and as provided in Article 2 above, enter into agreements and non-binding memoranda of understanding between the Commission and the Prairie Island Indian Community, Host Railroads including Canadian Pacific Railway, Burlington Northern Santa Fe Railway, Union Pacific Railway, and Amtrak in accordance with applicable law.
- I. Sue and be sued in its own name.
- J. Purchase such insurance in its own name as the Commission deems necessary
- K. The Commission agrees to indemnify and defend any Party against any and all liability, costs, damages, and expenses sustained or incurred by the Party pursuant to this agreement. Furthermore, pursuant to Minnesota Statute 471.59 subd 1a., the Parties and each one of them hereby affirmatively declare that they will not be responsible for the acts or omissions of any other Party under this agreement.

All powers granted herein shall be exercised by the Commission in accordance with the legal requirements applicable to the regional railroad authorities.

ARTICLE 8.

OFFICERS, EMPLOYEES, AND SERVICES

A. Chair and Vice-Chair

The Commission shall elect a Chair and Vice-Chair from its membership at its first regular meeting each year. The Chair and Vice Chair shall consist of at least one Financial Party member. The Chair and Vice-Chair shall be elected by the Commission for a term of one (1) year. The Chair shall preside at all meetings of the Commission, may establish such committees as may be needed from time to time and shall perform other duties and functions as may be determined by the Commission. The Vice-Chair shall assume the duties of the Chair during the absence of the Chair and perform such other duties as may be determined by the Commission. If both the Chair and Vice-Chair are absent, the Commission may elect a temporary Chair to conduct its business, provided a quorum is present. Notwithstanding any other provision of this Agreement, election of a temporary chair shall be by a simple majority vote of the quorum.

B. Executive Committee

The Commission may establish an Executive Committee of the Commission consisting of one (1) representative of each Financial Party. The Executive Committee shall develop and make recommendations to the Commission regarding the ongoing responsibilities of the Commission, and shall have such other duties as set forth in the Commission's by-laws.

C. Staff

Each Party may provide staff support to the Commission, subject to the approval of the Commission.

D. Vacancies

If an appointment of any Member or alternate is vacated before the end of his or her term, the vacancy shall be filled by appointment by the appropriate Party pursuant to Articles 4 and 6 of this Agreement. Vacancies shall be filled within thirty (30) days of their occurrence. A vacancy shall be deemed to have occurred when any of the conditions specified in Minn. Stat. § 351.02 exist.

E. Meetings

The Commission shall meet at regular intervals at such times and places as the Commission shall establish in its by-laws. Special meetings may be held on reasonable notice by the Chair or any two members upon terms and conditions as the Commission may determine and that conform to the Minnesota Open Meeting Law, Minn. Stat. § 13D.

F. Committees

The Commission may establish standing committees of the Commission by providing for such committees by resolution. The Chair may establish ad hoc committees of the Commission.

ARTICLE 9.

FUNDING

It is understood by the Parties that the activities and duties of the Commission may be funded primarily by grant monies from the United States Government, the State of Minnesota or any other association or agency. The Financial Parties identified in this Agreement agree to contribute funding, to the extent not covered by grant funds, to cooperatively advocate for, and analyze the feasibility of, enhanced rail transportation options and an integrated rail transportation system in the Minnesota High Speed Rail Corridor including passenger, high speed, and freight rail along with the associated land use and development impacts proportionately as provided in Article 9 A below.

A. Funding Allocation

Funding responsibility shall be allocated among the Financial Parties for the purpose of advocating for, and analyzing the feasibility of, enhanced rail transportation options and an integrated rail transportation system in the Minnesota High Speed Rail Corridor including passenger, high speed, and freight rail along with the associated land use and development impacts as follows:

1. 50% of the annual operating budget of the Commission shall be allocated among the Financial Parties on the basis of each Financial Party's proportionate share of the total population of all Financial Parties.
2. 10% of the annual operating budget of the Commission shall be allocated among the Financial Parties on the basis of each Financial Party's proportionate share of Corridor Mileage for all Financial Parties.
3. 31% of the annual operating budget of the Commission shall be allocated based upon high speed rail stations planned to be located within a Financial Party's jurisdiction as follows:

- | | |
|---|-----|
| A. Ramsey County Regional Railroad Authority | |
| a. High Speed Rail | |
| i. Union Depot | 13% |
| B. Dakota County Regional Railroad Authority | |
| a. High Speed Rail | |
| i. None | 0% |
| C. Goodhue County Regional Railroad Authority | |
| a. High Speed Rail | |
| i. Red Wing | 6% |
| D. Wabasha County Regional Railroad Authority | |
| a. High Speed Rail | |

- | | |
|--|----|
| i. None | 0% |
| E. Winona County Regional Railroad Authority | |
| a. High Speed Rail | |
| i. Winona | 6% |
| F. La Crosse Area Planning Committee | |
| a. High Speed Rail | |
| i. La Crosse | 6% |
4. 9% of the annual operating budget of the Commission and any other funding requirements shall be allocated among the Financial Parties equally.
 5. If a Financial Party withdraws from the Commission, such Financial Party's share of the Funding Allocation as calculated according to this Article 9A shall be recalculated among the remaining Financial Parties. If a Financial Party that has an allocation as described in Article 9 (3) withdraws from the Commission, the share to the remaining Financial Parties shall be recalculated as closely to the existing proportions as possible, rounded to the nearest 1%.
 6. All percentages shall be rounded to the nearest .1%. If this rounding results in a total combined percentage from Article 9 (1), (2), (3), and (4) that is over 100% the overage shall be credited to one or more Financial Parties at the discretion of a majority vote of the Financial Parties.
 7. Beginning with the budget allocation for the year 2012 and every four years thereafter, the Commission shall update the population estimates and reallocate the financial share of each Financial Party.

B. Annual Budget

For the calendar year next following the calendar year in which the Effective Date occurs and all subsequent years on or before November 15, the Commission shall establish and approve a budget. Each Financial Party shall be assessed for its proportionate share of the budget according to the schedule above.

C. Financial Parties Budget Approval

Adoption of the budget shall be in accordance with Article 5 of this Agreement.

D. Contribution Date

Except for any initial contribution required by this Agreement, assessments made under the provisions of this article shall be paid by each Financial Parties within 60 days of receiving the request for payment by the Commission's fiscal agent.

E. Budgeting, Accounting, Fiscal Agent, and Other Service

The Commission may contract with any Financial Party to provide contract management, legal review, and budgeting and accounting services necessary or convenient for the Commission and otherwise act as the Commission's fiscal agent. Such services shall include, but not be limited to, management of all funds, including

contributions and grant monies, payment for contracted services, and relevant bookkeeping and record keeping. The contracting and purchasing requirements of the member so selected shall apply to transactions of the Commission. Such member shall identify the staff person to work as a liaison with the Commission.

F. Accountability for Funds

All funds shall be accounted for according to generally acceptable accounting principles. A report on all receipts and disbursements shall be forwarded to the Commission on an annual basis. The Parties have the authority to request reports pertaining to any and all budgeting and accounting services. All interest earned from established Commission funds shall be credited back to that same fund.

ARTICLE 10.

WITHDRAWAL AND TERMINATION

A. Withdrawal

Any Party may withdraw from this Agreement upon 90-days prior written notice evidenced by resolution of the party's governing body to the Commission. In the event of withdrawal by any member Party, this Agreement shall remain in full force and effect as to all remaining Parties.

B. Effect of Withdrawal, Disposition of Property, Funds, and Obligations

A Party withdrawing from this Agreement shall, prior to such withdrawal, pay the full amount of any unpaid assessments to the Commission as defined in Article 9. A member Party withdrawing from this Agreement shall not receive a distribution of property or funds until such time as this Agreement is terminated by all Parties pursuant to this Article 10. Such disposition of property shall be in accordance with the provisions of Section D of this Article 10.

Any Party withdrawing shall be liable for any assessment in the year in which the withdrawal becomes final only for the period in such year that the member Party remains a Party. The Party's assessment shall not exceed the sum of one-twelfth (1/12th) the full assessment multiplied by the number of months or fractions thereof in the year during which the Party remains a Party to this Agreement.

C. Termination

This Agreement shall terminate upon the occurrence of any one of the following events:

- a. When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or
- b. When all the Financial Parties agree, by resolution adopted by the respective governing bodies, to terminate this Agreement and all obligations of the Commission shall have been paid or otherwise defeased in full.

D. Disposition of Property and Funds

At such time as this Agreement is terminated, any property interest remaining in the Commission, following discharge of all obligations owed by the Commission, shall be disposed of and the proceeds of the property shall be returned to the member Parties in proportion to their contribution over the life of the agreement.

E. Effect of Withdrawal of Financial Party on Budget

In the event a Financial Party withdraws, the unpaid assessment allocable to such Party in the year of withdrawal and subsequent years shall be reallocated to the remaining Financial Parties in proportion that the assessment allocations under Article 9(A) hereof bear to each other. Any reallocated assessments to the remaining Financial Parties due to the withdrawal of a Financial Party(ies) are due within sixty (60) days of the reallocation.

F. Effect of an Eligible Financial Party not joining on Budget

In the event a Financial Party chooses not to join the Agreement, the financial allocation allocable to such Financial Party in the year of their choosing not to join and subsequent years shall be reallocated to the remaining Financial Parties in proportion that the assessment allocations under Article 9(A) hereof bear to each other. Any reallocated assessments to the remaining Financial Parties due to the withdrawal of a Financial Party(ies) are due within sixty (60) days of the reallocation.

ARTICLE 11.

ADDITION OF NEW PARTIES

In addition to the Financial Parties and Non-Financial Parties named in Article 6 above, membership on the Commission is open to governmental units, as defined in Minn. Stat. Sections 471.59 or in 398A, that are in or near the Minnesota High Speed Rail Corridor as defined in Article 1 upon invitation to the prospective Party by the Commission. To join the Commission, Prospective Parties must approve and execute this Agreement as evidenced by a signed resolution provided to the Commission. Upon receipt of the resolution and executed Agreement, the Commission shall recognize the new Party at its next scheduled meeting and recorded in the meeting minutes as the effective date of membership.

Upon recognition by the Commission, the new Financial Party will be included in the funding allocation described in Article 9 and a dues assessment will be prepared and sent by the Commission's fiscal agent. The new Financial Party will be part of subsequent Commission budgets.

ARTICLE 12.

MISCELLANEOUS

A. Amendments

This Agreement may be amended by unanimous agreement of the member Parties as evidenced by resolutions adopted by the respective governing bodies.

B. Records, Accounts, and Reports

The Commission shall establish and maintain such funds and accounts as may be required by good accounting practices. The books and records of the Commission shall be subject to the provisions of Minn. Stat. Ch. 13, the Minnesota Government Data Practices Act, and Minn. Stat. § 16C.05, subd. 5. The Commission, within one hundred twenty (120) days after the close of each fiscal year, which shall be January 1 to December 31, shall give a complete written report of all financial activities for such fiscal year to the Parties.

C. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

D. Severability

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

E. Entire Agreement

This Agreement constitutes the entire agreement between the member Parties and supersedes all prior written or oral agreements relating to the Commission.

F. Alternate Dispute Resolution

In the event of a dispute arising under this Agreement, the member Parties and the Commission agree to attempt to resolve their dispute by following the process described below:

1. A member Party or Parties shall provide written notice to the Commission describing perceived conflict, positions, and underlying reasons.
2. The Commission shall provide written response to notice within seven (7) days of receipt of notice.
3. The Parties and Commission shall meet within 14 days of receipt of response with a neutral facilitator. The neutral facilitator will be a representative from the Minnesota Office of Dispute Resolution. Costs of such facilitator shall be shared equally by all parties to the dispute.
4. At the first meeting, the neutral facilitator will assist the parties to the dispute in identifying the appropriate Parties and participants in the dispute resolution process, their concerns, a meeting agenda and design for any subsequent meetings. The Parties shall agree on a process for resolving the problem that would involve additional negotiations, mediation, or arbitration.
5. In developing the process, the parties will be guided by the following principles:

- i. the Parties will attempt in good faith to reach a negotiated settlement;
 - ii. the Parties agree that there must be fair representation of the parties directly involved in the dispute;
 - iii. the Parties will use legal proceedings as a last resort; and
 - iv. in the event the Parties are unable to resolve the dispute, each party retains all rights, remedies, or defenses it had prior to entering the process.
6. The Parties will report to the Commission within 60-days of their first meeting on the resolution of the dispute or a recommendation to commence legal proceedings.

G. Minnesota Laws Govern

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance and the appropriate venue and jurisdiction for any litigation regarding this Agreement shall be in State district court located within the County of Ramsey, State of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is invalid, illegal, or unenforceable the remaining provisions will not be affected.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the date written below.