



Ramsey County Regional Railroad Authority.
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The Ramsey County Regional Railroad Authority met in regular session at 9:26 AM with the following members present: Carter, Huffman, 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 October 17, 2017 is Presented for Approval**VOTING**

Motion by: Victoria Reinhardt

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. Minutes from October 3, 2017 are Presented for Approval**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			

4. **Request for Proposals for Rush Line Bus Rapid Transit Project Environmental Analysis Phase (Resolution R2017-30)**

VOTING

Motion by: Victoria Reinhardt

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 Rush Line Corridor is an 80-mile travel corridor between St. Paul and Hinckley Minnesota, consisting of urban, suburban and rural communities; and

WHEREAS, A Pre-Project Development Study has been completed to analyze bus and rail alternatives in the 30-mile study area between St. Paul and Forest Lake; and

WHEREAS, After a thorough technical analysis and extensive public engagement through the Pre-Project Development Study bus rapid transit within a dedicated guideway from Union Depot in Saint Paul to White Bear Lake has been selected as the Locally Preferred Alternative; and

WHEREAS, The next phase of the Rush Line Bus Rapid Transit Project will include environmental analysis under the Federal and State environmental review processes to avoid, minimize, and mitigate potential impacts while maximizing mobility, accessibility and surrounding economic development opportunities; and

WHEREAS, The public will continue to be engaged throughout the Environmental Analysis Phase to ensure that the project is reflective of the needs of the diverse communities within the Rush Line Corridor; and

WHEREAS, The Ramsey County Regional Railroad Authority intends to seek qualified proposals to complete these services; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the issuance of a Request for Proposals for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project, 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 consultant.

Sandra Jacobson, Administrative Secretary

Regional Railroad Authority Meeting
October 17, 2017 – ROLL CALL

Call to Order: 9:26 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 October 17, 2017 is presented for approval

Moved: VR Seconded: BH

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

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

Moved: TC Seconded: VR & BH

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

ADMINISTRATIVE ITEM

4. Request for Proposals for Rush Line Bus Rapid Transit Project Environmental Analysis Phase

Moved:

VR

Seconded:

BH

YEA

NAY

ABSENT

Victoria Reinhardt

✓

Janice Rettman

✓

Toni Carter

✓

Blake Huffman

✓

Jim McDonough

✓

Mary Jo McGuire

✓

Rafael Ortega

✓

5. Corridor Updates

6. Adjournment

Meeting adjourned at 9:29 am.



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

AGENDA

Tuesday, October 17, 2017

Immediately following the County Board Meeting

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

1. ROLL CALL

2. R2017-68 Agenda of October 17, 2017 is Presented for Approval

Approve the agenda of October 17, 2017.

3. R2017-69 Minutes from October 3, 2017 are Presented for Approval

Approve the minutes from October 3, 2017.

ADMINISTRATIVE ITEM

**4. R2017-65 Request for Proposals for Rush Line Bus Rapid Transit Project
Environmental Analysis Phase**

Authorize the issuance of a Request for Proposals for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project, in accordance with the County's procurement policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority with a recommendation for selection of a consultant.

5. Corridor Updates

6. Adjournment

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-68

Committee: Regional Railroad Authority

Meeting Date: 10/17/2017

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

REQUESTED ACTION

Approve the agenda of October 17, 2017.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-69

Committee: Regional Railroad Authority

Meeting Date: 10/17/2017

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

REQUESTED ACTION

Approve the minutes from October 3, 2017.

ATTACHMENTS

1. Draft Minutes

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-65

Committee: Regional Railroad Authority

Meeting Date: 10/17/2017

SUBJECT: Request for Proposals for Rush Line Bus Rapid Transit Project Environmental Analysis Phase

REQUESTED ACTION

Authorize the issuance of a Request for Proposals for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project, in accordance with the County's procurement policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority with a recommendation for selection of a consultant.

EXECUTIVE SUMMARY

Over the past three years the Rush Line Corridor has undergone extensive technical analysis, community engagement, and inter-agency coordination through a thorough Pre-Project Development Study led by the Ramsey County Regional Railroad Authority on behalf of the Rush Line Corridor Task Force. The Pre-Project Development Study has resulted in the selection of a Locally Preferred Alternative that best meets the needs of the communities along the Rush Line Corridor.

The Locally Preferred Alternative is bus rapid transit within a dedicated guideway from Union Depot in downtown Saint Paul to downtown White Bear Lake generally along Robert Street, Phalen Boulevard, Ramsey County Regional Railroad Authority right-of-way and Trunk Highway 61. The guideway would be co-located with the Bruce Vento Trail through the portion of the route that utilizes the Ramsey County Regional Railroad Authority right-of-way.

The Technical and Policy Advisory Committees, Rush Line Corridor Task Force, Ramsey County Regional Railroad Authority and all the municipalities along the route have approved resolutions of support for the Locally Preferred Alternative.

The resolutions of support have been submitted to the Metropolitan Council Chair for inclusion in the 2040 Transportation Policy Plan as part of the ongoing Transportation Policy Plan update process.

The next phase of the project – the Environmental Analysis Phase - will include environmental analysis under the Federal and State environmental review processes to avoid, minimize, and mitigate potential impacts while maximizing mobility, accessibility and surrounding economic development opportunities. The public will continue to be engaged throughout the Environmental Analysis Phase to ensure that the project is reflective of the needs of the diverse communities within the Rush Line Corridor.

The Environmental Analysis Phase is expected to take approximately two years to complete and will include the following key tasks:

- Environmental Review
- Preliminary Engineering
- Station Area Planning
- Communication and Public Engagement

Request for Proposals for Rush Line Bus Rapid Transit Project Environmental Analysis Phase

Ramsey County Regional Railroad Authority will continue to be the lead agency for the environmental analysis phase. The estimated cost for the Environmental Analysis Phase is \$6,000,000. Funding for this phase is the responsibility of the Ramsey County Regional Railroad Authority as the lead local agency.

Ramsey County Regional Railroad Authority staff is requesting approval to issue a Request For Proposals to perform environmental review, preliminary engineering, station area planning, and communication and public engagement for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project, in accordance with County policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority Board with a recommendation for selection of a consultant.

FISCAL IMPACT

Funding is available in the Ramsey County Regional Railroad Authority Rush Line 2015-2017 approved capital project budgets and 2018 and 2019 proposed capital project budgets.

COUNTY MANAGER COMMENTS

Issuance of a Request for Proposals requires Ramsey County Regional Railroad Authority approval and is consistent with Board direction for an open, fair and competitive solicitation process.

PREVIOUS ACTION

On September 12, 2017, the Ramsey County Regional Railroad Authority approved supporting the Locally Preferred Alternative for the Rush Line Corridor (Resolution R2017-24).

ATTACHMENTS

1. Draft Resolution
2. Request for Proposals
3. Attachment A - Scope of Services

Draft Resolution

WHEREAS, The Rush Line Corridor is an 80-mile travel corridor between St. Paul and Hinckley Minnesota, consisting of urban, suburban and rural communities; and

WHEREAS, A Pre-Project Development Study has been completed to analyze bus and rail alternatives in the 30-mile study area between St. Paul and Forest Lake; and

WHEREAS, After a thorough technical analysis and extensive public engagement through the Pre-Project Development Study bus rapid transit within a dedicated guideway from Union Depot in Saint Paul to White Bear Lake has been selected as the Locally Preferred Alternative; and

WHEREAS, The next phase of the Rush Line Bus Rapid Transit Project will include environmental analysis under the Federal and State environmental review processes to avoid, minimize, and mitigate potential impacts while maximizing mobility, accessibility and surrounding economic development opportunities; and

WHEREAS, The public will continue to be engaged throughout the Environmental Analysis Phase to ensure that the project is reflective of the needs of the diverse communities within the Rush Line Corridor; and

WHEREAS, The Ramsey County Regional Railroad Authority intends to seek qualified proposals to complete these services; Now, Therefore, Be It

RESOLVED, the Ramsey County Regional Railroad Authority authorizes the issuance of a Request for Proposals for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project, 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 consultant.



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

RFP #: RRA0000001192

RFP Title: RFP for Rush Line Corridor Environmental Analysis

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 November 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: October 18, 2017
Pre Solicitation Response Conference: November 1, 2017, 9:00 – 11:00 am
Pre Solicitation Response Conference Location: Gateway Room, Union Depot, 214 4th Street East, St. Paul, MN 55101 (take elevator 3 to second floor)
Contractor Questions Due: November 3, 2017
Addendum with Answers to Questions Issued: November 7, 2017
Solicitation Responses Due: November 28, 2017
Solicitation Public Opening: November 28, 2017
Notice of Interviews: Week of December 4, 2017
Interviews: Week of December 11, 2017
Notice of Intent to Award: Week of December 18, 2017
Anticipated Contract Start Date: January 09, 2018

Solicitation Description

Request for Proposals to perform environmental review, preliminary engineering, station area planning, communication, and public engagement for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project.

Pre Solicitation Response Conference

A mandatory pre solicitation response conference will be held at 9:00 - 11:00 Central time, on November 01, 2017 at 214 4th Street East Union Depot Gateway Room (take elevator 3 to third floor) 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 Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota ("RCRRA"), seeks a consultant to perform environmental review, preliminary engineering, station area planning, communication, and public engagement for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project. The intent of the work is to receive all necessary federal and state environmental clearances and prepare the project to enter the Project Development phase of the Federal Transit Administration Capital Improvement Grants Program as a New Starts project.

1.2. Background Information

Over the past three years, the Rush Line Corridor has undergone extensive technical analysis, community engagement, and inter-agency coordination through the Pre-Project Development Study led by the Ramsey County Regional Railroad Authority on behalf of the Rush Line Corridor Task Force. The Pre-Project Development Study resulted in the selection of a Locally Preferred Alternative that best meets the needs of the communities along the Corridor.

The Locally Preferred Alternative is defined as bus rapid transit within a dedicated guideway generally along Robert Street, Phalen Boulevard, Ramsey County Regional Railroad Authority right-of-way and Trunk Highway 61 from Union Depot in downtown Saint Paul to downtown White Bear Lake. The guideway would be co-located with the Bruce Vento Trail through the portion of the route that utilizes the Ramsey County Regional Railroad Authority right-of-way.

The Technical and Policy Advisory Committees, the Rush Line Corridor Task Force, Ramsey County Regional Railroad Authority and all the municipalities along the route approved resolutions of support for the Locally Preferred Alternative.

The RCRRA submitted the Locally Preferred Alternative and the resolutions of support to the Metropolitan Council Chair for inclusion in the 2040 Transportation Policy Plan as part of the ongoing Transportation Policy Plan update process.

The next phase of the Project will include environmental analysis under the Federal and State environmental review process to avoid, minimize, and mitigate potential impacts while maximizing mobility, accessibility and surrounding economic development opportunities.

The public will continue to be engaged throughout the Environmental Analysis Phase to ensure that the project is reflective of the needs of the diverse communities within the Rush Line Corridor.

Ramsey County Regional Railroad Authority will be the lead agency for the environmental phase and funding will be provided by Ramsey County Regional Railroad Authority.

Attachment A to this RFP further describes the background of the Project, identifies key technical issues, the key Environmental Analysis Phase work task elements, management and coordination elements, the minimum expected consultant deliverables, and RCRRA's requirements and expectations of the work to be completed by the consultant.

1.3. Scope of Services

The contractor shall complete all of the tasks identified in Attachment A to this RFP.

1.4. Contractor Qualifications

The contractor shall have the necessary technical expertise to perform the tasks identified in Attachment A and a thorough understanding of the state and federal environmental review process and the FTA Capital Investment Grant Program.

1.5. Contract Term

1.5.1.

The term of the resulting Agreement is estimated to begin on January 09, 2018 and shall not exceed 2 years, including any renewal options.

1.5.1.1.

Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

1.6. Costs

1.6.1.

The resulting contract fee shall be a maximum not to exceed, threshold and rates to be determined.

1.6.2.

The solicitation response shall include all costs for supplies, materials, equipment, labor, and expenses necessary to perform the 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.

2. General Solicitation Standard Terms and Conditions

2.1. Solicitation Process

2.1.1.

RCRRA will not provide compensation to the Contractor for any expenses incurred for solicitation response preparation.

2.1.2.

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.

2.1.3.

Any exceptions to the General Contract/Agreement Terms and Conditions must appear in the Contractor's proposal under a separate section titled "Exceptions", with proposed alternate language or deletions. RCRRA has no obligation to accept or agree to any such exceptions requested by a Contractor.

2.1.4.

All questions related to this solicitation must be submitted in writing during the question and answer period indicated on the first page of the solicitation document.

2.1.5.

RCRRA expressly reserves the right to amend or withdraw this solicitation at any time and to reject any or all responses, and to waive any informalities or irregularities in the responses as may be deemed in the best interest of RCRRA.

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 25 pages, including attachments.

2.6.1.

Completed Solicitation Response Form, attached.

2.6.2. Completed Contractor Information and Reference Form, attached.

2.6.3. Description of the Contractor's cost.

2.6.4. Description of the Contractor's overall approach or solution.

2.6.5. 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.

2.6.6. Breakdown of Project services by phases or tasks. For each phase or task listed, identify:

- Key Project staff to be involved and their roles and responsibilities
- Time commitment for each person
- Timeline
- Deliverables
- RCRRA responsibilities, if different from the description contained in the solicitation

2.6.7. A summary of claims brought against the proposer, 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, on company letterhead. Even if there have been no claims, a statement must be provided.

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 15 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 November 16, 2017. Faxed, emailed, and oral solicitation responses will not be considered. The Contractor's name will be read at public opening.

2.8.

In addition, contractors shall include a complete copy of the solicitation response in the following electronic format(s):

One pdf of the entire proposal on a jump drive or CD.

2.9. Solicitation Response

2.9.1.

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.

2.9.2.

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

2.10. 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.

2.11. Solicitation Response Mistakes

2.11.1.

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.

2.11.2.

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.

2.11.3.

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.

2.12. Evaluation and Selection Process

2.12.1. Creation of Evaluation Team

RCRRA shall create an Evaluation Team consisting of RCRRA and Ramsey County employees, consultants, 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.

2.12.2.

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

- 30 Contractor Qualifications (experience, training, technical and professional ability)
- 30 Key Personnel Qualifications (experience, training, technical and professional ability)
- 30 Project Understanding and Approach
- 10 Cost

100 Total Possible Points

2.12.3.

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.

2.12.4.

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.

2.12.5.

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

2.13. Selection

2.13.1.

RCRRA is not bound to accept the lowest cost.

2.13.2.

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.

2.13.3.

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.

2.14. Notice of Intent to Award

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

2.14.1.

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

2.14.2.

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.

2.14.3.

Certificate of Insurance (COI)

2.15. Public Notice

RCRRA and Ramsey County uses 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 the County's official newspaper for three weeks. All other advertising or publishing requirements applicable to the purchase shall be published in the 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.

2.16. Trade Secret Information

2.16.1. 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)

2.16.2. 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)

2.16.3. 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

2.16.4. 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 responder with notice of the request for the Trade Secret Information

2.17. 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. Payment

3.2.1.

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

3.2.2.

Payment shall be based on a negotiated payment schedule.

3.3. Application for Payments

3.3.1.

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

3.3.2.

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

3.3.3.

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.

3.3.4.

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 Contractor exceed the percentage of project completion, as determined by RCRRA.

3.3.5.

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

3.3.6.

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.

3.3.7.

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.

3.4. 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.

3.5. Successors, Subcontracting and Assignment

3.5.1.

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.

3.5.2.

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.

3.6. Compliance With Legal Requirements

3.6.1.

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.

3.6.2.

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.

3.7. Data Practices

3.7.1.

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.

3.7.2.

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.

3.8. Security

3.8.1.

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.

3.8.2.

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.

3.8.3.

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.

3.8.4.

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.

3.8.5.

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.

3.9. 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.

3.10. Contractor's Insurance

3.10.1.

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.

3.10.2.

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.

3.10.3.

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.

3.10.3.1.

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.

3.10.3.2.

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, Auto Liability, Pollution 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.

3.10.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

3.10.4.1.

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.

3.10.4.2.

RCRRA, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of RCRRA.

3.10.5.

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

3.10.6.

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. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

3.10.7.

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

3.10.8.

The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability and umbrella liability insurance required of the Contractor under this Agreement.

3.10.9.

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.

3.10.10.

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-.

3.10.11.

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.

3.10.12.

All Certificates of Insurance shall provide that the insurer give RCRRA prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to RCRRA for cancellation due to non-payment of premium.

3.10.13.

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

3.10.14.

A Crime and Fidelity Bond is required if the Contractor is handling money for RCRRA or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

3.11. 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.

3.12. 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.

3.13. 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.

3.14. 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.

3.15. 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.

3.16. 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.

3.17. 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.

3.18. 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.

3.19. Termination

3.19.1.

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.

3.19.2.

If the Contractor violates any material terms or conditions of this Agreement RCRRA may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

3.19.3.

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 compliance with the provisions of this Agreement, up to and including the effective date of termination.

3.20. Interpretation of Agreement; Venue

3.20.1.

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.

3.20.2.

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.

3.21. 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.

3.22. Infringement

3.22.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to RCRRA, defend, indemnify, and hold RCRRA, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the RCRRA's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. RCRRA will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

3.22.2.

If, as a result of any claim of infringement of rights, the Contractor or RCRRA is enjoined from using, marketing, or supporting any product or service provided under the agreement with RCRRA (or if the Contractor comes to believe such injunction imminent), the Contractor shall either arrange for RCRRA to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to RCRRA, or propose an equivalent, subject to RCRRA approval. The acceptance of a proposed equivalent will be at the RCRRA's sole discretion. If no alternative is found acceptable to RCRRA acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any license fees and any other costs paid by the RCRRA in conjunction with the use thereof.

3.23. 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 the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

3.24. 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.

3.25. 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.

3.26. 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 RCRRRA 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.



RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

SOLICITATION RESPONSE FORM

Solicitation Number: RRA0000001192

Solicitation Title: RFP for Rush Line Corridor Environmental Analysis

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.

Max NTE Information:

Price: \$ _____

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 and the General Contract/Agreement Terms and Conditions 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, RCRRA employees, Ramsey County employees or RCRRA 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: RRA0000001192

Solicitation Title: RFP for Rush Line Corridor Environmental Analysis



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:



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:

RUSH LINE BUS RAPID TRANSIT PROJECT

ENVIRONMENTAL ANALYSIS PHASE SCOPE OF SERVICES ATTACHMENT A

Issued by the



RAMSEY COUNTY
Regional Railroad Authority

1. Project Information

1(a) Solicitation Description

The Ramsey County Regional Railroad Authority (RCRRA) is soliciting proposals from qualified firms to perform environmental review, preliminary engineering, station area planning, communications and public engagement for the Environmental Analysis Phase (EAP) of the Rush Line Bus Rapid Transit Project (Project). The intent of the work is to receive all necessary federal and state environmental documentation to prepare the project to enter the Project Development (PD) phase of the Federal Transit Administration (FTA) Capital Improvement Grants Program as a New Starts (New Starts) project.

1(b) Rush Line Corridor Overview

The Rush Line Corridor is a transportation corridor extending 80 miles from Hinckley to Union Depot in downtown Saint Paul, roughly following Interstates 35 and 35E and Trunk Highway (TH) 61. Previous studies of the corridor concluded that the 30-mile portion of the Rush Line Corridor extending between downtown Saint Paul and Forest Lake has the greatest potential for significant transit improvements in the near term.

A Pre-Project Development (PPD) Study, completed in 2017, led to the selection of bus rapid transit in a dedicated guideway from downtown White Bear Lake to Union Depot in downtown St. Paul as the Locally Preferred Alternative (LPA).

The primary focus of this solicitation is the LPA, which serves parts of the communities of Saint Paul, Maplewood, Vadnais Heights, Gem Lake, White Bear Township and White Bear Lake, an area entirely within Ramsey County. A conceptual plan for future bus connections north to Forest Lake and other bus system improvements was also identified in the PPD. The feasibility and conceptual design of these routes will need to be further explored by the consultant working RCRRA and Metro Transit.

1(c) Project Background

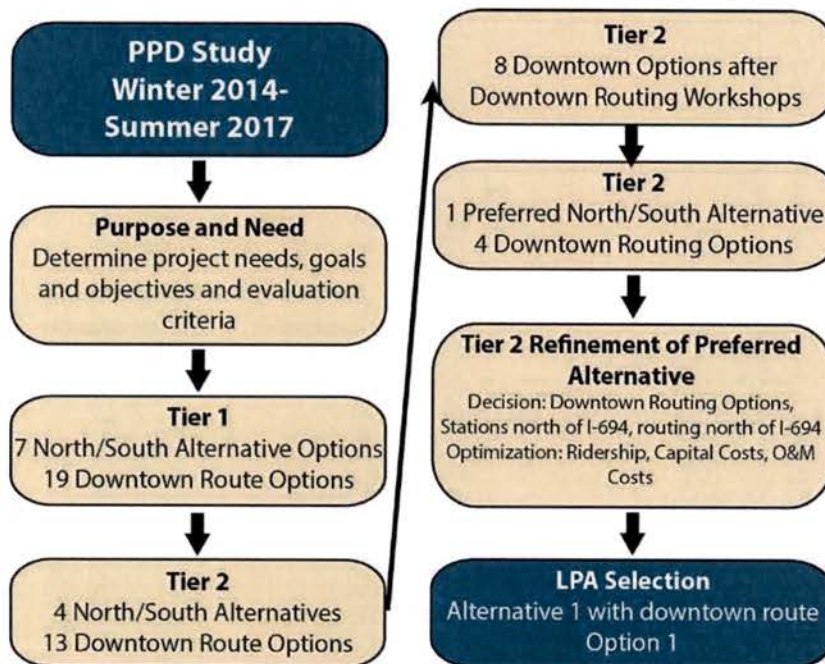
The PPD Study was a joint local and regional planning effort performed by the Rush Line Corridor Task Force and led by RCRRA.

The Project's Purpose and Need identifies six goals:

- Increase transit use.
- Develop an implementable project.
- Improve quality of life.
- Improve sustainable transportation options.
- Enhance regional connectivity.
- Support the local vision for sustainable development.

Figure 1-1 shows the steps in the Rush Line PPD process. Overall, the study started with a large universe of alternatives that was refined and reduced using the Project's evaluation criteria and by continuously measuring how well each of the alternatives met the Project's purpose and need.

Figure 1-1: Rush Line PPD Study Process



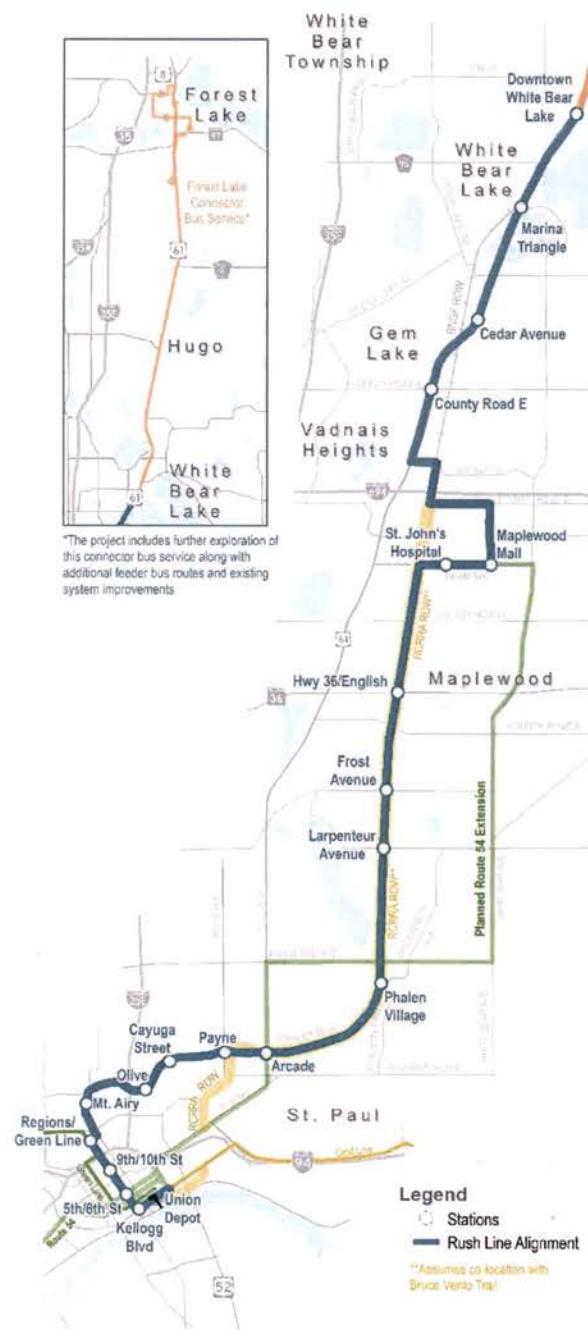
This process resulted in the identification of an LPA that meets the locally identified project purpose and need and is likely eligible for FTA New Starts funding.

Several different technical and policy committees, and, most importantly, extensive public engagement, informed the decisions for the PPD Study.

1(d) Locally Preferred Alternative Description

The LPA is defined as Bus Rapid Transit (BRT) within a primarily dedicated guideway generally along Phalen Boulevard, Ramsey County Regional Railroad Authority right-of-way alongside the Bruce Vento Regional Trail and Highway 61 connecting Union Depot in downtown Saint Paul to neighborhoods on the East Side of Saint Paul and the cities of Maplewood, Vadnais Heights, Gem Lake, White Bear Lake and White Bear Township. A map of the approved LPA map is shown in Figure 1-2.

Figure 1-2: Rush Line Locally Preferred Alternative



The LPA's alignment is approximately 14 miles long, 85%-90% of which will operate in a dedicated guideway. There are a total of 20 proposed stations, 15 of which are new, three of which are enhanced downtown stations (Kellogg Boulevard, 5th/6th Street, and 9th/10th Street) and two of which are existing stations (Union Depot and Maplewood Mall Transit Center).

Rush Line BRT service is expected to run at 10-15 minute headways from 5 a.m. – 12 a.m. Monday through Saturday and 6 a.m. – 12 a.m. on Sunday. The Project has a 2040 forecast ridership of 5,700, estimated operation and maintenance cost of \$7.8-\$8 million (2015\$) and estimated capital costs of at \$420 million (2021\$). The one-way travel time from White Bear Lake to Maplewood Mall is estimated at 14 minutes, from Maplewood Mall to Saint Paul's central business district (CBD) is estimated at 30 minutes, and from Saint Paul's CBD to Union Depot is estimated at 6 minutes. In 2040, projections suggest that 105,700 jobs and 60,200 residents will be located in Rush Line station areas. There are currently 11,700 people living below the poverty line in the station areas.

If additional Metro Transit routes are able to utilize the guideway, the 2040 forecast ridership increases to 9,700 and capital costs increase by \$55 million to \$475 million (2021\$).

Destinations along the LPA's alignment include downtown Saint Paul and its east side neighborhoods, Maplewood Mall, approximately 17 healthcare institutions, downtown White Bear Lake, and several areas expected to host significant redevelopment activity in the coming years.

RCRRA anticipates that the Metropolitan Council will adopt the LPA into the region's long-range transportation plan, the 2040 Transportation Policy Plan (TPP). The LPA adoption process started with the Rush Line PPD Technical Advisory Committee (TAC) recommending the LPA to the Policy Advisory Committee (PAC). The PAC held a public hearing on the LPA to gain additional public input before making an LPA recommendation to the Task Force, who then adopted and recommended it to the cities, township and county regional railroad authority through which the LPA passed for their adoption. Following their own public comment processes, including public hearings, the cities and RCRRA approved resolutions of support, and the RCRRA, as the lead agency for the Rush Line PPD study, compiled the public comments and resolutions of support, and submitted them to the Metropolitan Council. The PPD Study was completed in summer 2017 and is available here:

<http://www.rushline.org/documents>

1(e) Technical Issues

RCRRA staff and local and agency partners have identified a number of technical issues to be studied in greater detail during the environmental review phase of the Project. These issues are:

1. **Use of Highway 61 for dedicated transit** – Coordination with the Minnesota Department of Transportation (MnDOT) will be required for dedicated transit use of trunk highway right-of-way on Highway 61 between Buerkle Road and downtown White Bear Lake. The consultant will be required to conduct all necessary warrant, traffic and safety analyses to obtain concurrence from MnDOT.

2. **Guideway and station placement and design** – The LPA includes the conceptual alignment and general station locations, but limited engineering work has been completed to date. The Consultant will work with Project partners to determine guideway design and specific station placement.
3. **Impacts of mixed-traffic operations** – Approximately 10-15% of Project alignment is assumed to operate in mixed traffic. These segments will require special consideration to minimize impacts to travel time and performance of the Project service.
4. **Bridges and structures** - Below is a summary of the new bridges and existing bridges that the Project will utilize:

Bridge/Roadway	New or Existing
RCRRA ROW/I-694 Bridge	New
RCRRA ROW/Highway 36 Bridge	New
Robert Street over I35E/I94	Existing
Jackson Street over Pennsylvania Avenue	Existing
Phalen Boulevard over Railroad	Existing
Phalen Boulevard over RCRRA ROW/Bruce Vento Trail	Existing
Highway 61 over Railroad	Existing

5. **Coordination with other street improvement projects** – The Consultant will identify planned street, pedestrian and bicycle improvement projects along the Project alignment and assess the need to coordinate with these projects. An example of such a project is the planned mill and overlay of Robert Street in downtown Saint Paul.
6. **Co-location of guideway and Bruce Vento Trail** – The Project guideway will be co-located with the Bruce Vento Trail through the portion of the route utilizing the RCRRA right-of-way. There is a strong desire to minimize impacts to existing native foliage where possible, and minimize impacts to adjacent residential properties.
7. **Examination of requests for alignment and station placement modifications and pedestrian enhancements.** RCRRA has received feedback from stakeholders requesting modifications to the Project alignment and station location at certain points along the alignment. These locations include, but are not limited to, Phalen & Cayuga, Phalen & Arcade, and Phalen Village. The Consultant will examine these requests and others that may arise during the environmental review process to determine their feasibility.
8. **Station area planning** – Minimal station area planning has been performed to date. There is a strong desire from RCRRA and local and agency partners to accelerate station area planning as a part of this contract to better sync up with ongoing comprehensive plan update work being done by the cities and to inform the scope of the environmental analysis and associated preliminary engineering.

9. **Use of guideway by other bus routes** – The PPD Study identified Metro Transit routes that may benefit from using the Project guideway. Additional analysis and coordination with Metro Transit will be required to determine which routes may ultimately use the guideway, how shared use will affect overall design and operations, and how it may affect FTA New Starts Program competitiveness.
10. **Park-and-ride sizing and locations** – New park-and-ride locations for the Project have been identified at Highway 36 and in the vicinity of downtown White Bear Lake. Additional capacity may be needed at the existing Maplewood Mall Transit Center to accommodate demand and Vadnais Heights has expressed interest in pursuing a park-and-ride facility at the County Road E station.
11. **Connecting bus service** – The PPD Study identified a conceptual plan for connecting bus service from White Bear Lake to Forest Lake and other bus service improvements. The feasibility and design of these conceptual routes will need to be further explored by the Consultant working with RCRRA and Metro Transit.
12. **Use of railroad right-of-way** – a short segment of the route from I-694 to Buerkle Road is located within railroad right-of-way owned by BNSF Railway and operated by Minnesota Commercial. Coordination with the railroad owner and operator will be necessary to determine a preferred design, cost estimate and determine the process and agreements need to facilitate use of the right-of-way for the Project.

In addition to the technical issues identified above, the Consultant shall be prepared to address other technical issues that may arise during the environmental review phase of the Project.

1(f) Budget and Schedule

Local funding is available to support the work tasks described in this document. The RCRRA intends for the work to be complete within twenty-four (24) months from the issuance of a notice to proceed.

2. Scope of Services

2(a) General

The following section outlines key work tasks, responsibilities and deliverables to be included in the Project.

The Project contract will be administered by RCRRA. The consultant will report to the RCRRA Project Manager and coordinate with Project committees and groups as needed.

2(b) Key Work Task Elements

To complete the environmental review process and prepare the Project to enter the Project Development phase of New Starts and be competitive for federal funding, the Project includes the following tasks:

1. Review of Previous and Work in Progress Initiatives
2. Project Management and Coordination
3. Communication and Public Engagement
4. Project Visualization
5. Environmental Review
6. Preliminary Engineering
7. Topographical Mapping and Survey
8. Station Area Planning
9. RCRRA Right of Way Master Plan
10. Bus Network Service Planning
11. Capital and Operating Cost Estimate
12. FTA New Starts Evaluation and Project Development (PD) Application

2(b) 1: Review of Previous and Work in Progress Initiatives

Within 60 days of issuance of a notice to proceed, a compilation, summary, and analysis of relevant previous and work in-progress initiatives shall be completed. RCRRA staff may assist in the collection of these studies for distribution to the selected consultant as needed. Previous and work in-progress transportation planning initiatives related to the corridor include, but are not limited to, the following

- Rush Line Transit Study (2001)
- Rush Line Corridor Alternatives Analysis (2009)
- Rush Line Corridor Pre-Project Development Study (2017)
- Relevant City and County Small Area Plans, Comprehensive Plans and Capital Improvement Plans
- Relevant State and Regional Plans

The Consultant should also review and understand the Ramsey County All Abilities Transportation Network Policy.

The Consultant is responsible for understanding and incorporating the previously completed studies to avoid duplication and effectively utilize Project resources. Past plans and studies should not only be viewed as a source of technical information, but also as a record of community input.

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

CONSULTANT DELIVERABLES:

Technical memorandum summarizing relevant materials provided, highlighting key information relevant to the development of the Project and identifying key challenges and synergistic opportunities.

2(b) 2: Project Management and Coordination

RCRRA is the lead agency for the environmental review phase of the Project and will provide overall management and oversight of the work of the Consultant. The RCRRA expects to hire a Program Management Consultant (PMC) through a separate contract to assist RCRRA in the management and oversight of the Project.

The RCRRA Project Manager will be consulted with and will give approval prior to the Consultant performing study tasks. The Consultant will be responsible for close coordination with the RCRRA Project Manager and any other designated RCRRA staff and/or the PMC.

The Consultant will be expected to facilitate meetings with the groups described below.

Project Management Team (PMT)

The PMT, which is expected to meet twice a month, will be the first group of staff engaged to guide the study and facilitate small working group coordination. The Consultant will utilize the PMT to identify potentially contentious study issues prior to forming working groups or bringing the issues to the Technical Advisory Committee. The PMT will include the RCRRA Project Manager and other staff from Ramsey County, the Metropolitan Council/Metro Transit, and MnDOT.

Policy Advisory Committee (PAC)

The Policy Advisory Committee (PAC) consists of elected officials from Ramsey County, the municipalities of Saint Paul, Maplewood, Gem Lake, Vadnais Heights and White Bear Lake and White Bear Township, and key partner agency representatives and organizations including the Metropolitan Council/Metro Transit and the Minnesota Department of Transportation. Others may be invited to be a part of the PAC at the discretion of RCRRA. The PAC provides policy input, direction and approval of study work efforts and makes final recommendations to the RCRRA Board. It is anticipated that the PAC will meet every other month for the duration of the Project.

Technical Advisory Committee (TAC)

The TAC consists of technical staff (engineers and planners) from multiple agencies and corridor communities within the Project area. Key responsibilities of the TAC include providing technical input, reviewing study findings, and providing recommendations to the PAC. It is anticipated that the TAC will meet monthly for the duration of the Project.

Business and Community Advisory Committee (BCAC)

The Consultant will work with RCRRA Project Manager and the PMT to assemble the necessary structure to regularly engage with businesses and community groups with an interest in the Rush Line BRT Project as part of the overall communication and public engagement plan (described in 2(b) 3). This could take the form of one combined committee or separate business and community advisory committees. It is anticipated that the advisory committee(s) will meet every other month for the duration of the Project. Supplemental working groups or sub-committees may also be formed to address specific issues. Possible group members include commuters, cultural organizations, district council representatives, small and large businesses and institutions, and Project area residents representing diverse backgrounds reflective of the broader Project area.

Rush Line Corridor Task Force

The Rush Line Corridor Task Force (Task Force) is a joint powers board of city, county and township elected officials who plan transit improvements that enhance mobility, promote economic development and preserve community and environmental assets within the broader 80-mile Rush Line Corridor between Saint Paul and Hinckley. It is expected that the Task Force will receive Project updates from the Consultant team on a quarterly basis and will be solicited for input at key milestones.

FTA Coordination

The FTA will be engaged early in the Project and will ultimately be involved in the review and approval process of the environmental review document for the Project, and the request to enter Project Development.

Railroad Coordination

A short segment of the route from I-694 to Buerkle Road is located within railroad right-of-way owned by BNSF Railway and operated by Minnesota Commercial. Coordination with the railroad owner and operator will be necessary to determine a preferred design, cost estimate and the process and agreements needed to facilitate use of the right-of-way for the Project.

Other Agency Coordination and Additional Work Groups

Agency coordination is needed with MnDOT, the State Historic Preservation Office (SHPO) and the Metropolitan Council/Metro Transit. Other federal, state and local agencies may need to be coordinated with as well.

While the RCRRA retains responsibility for overall coordination and contact with its partner agencies, including but not limited to jurisdictions, local interest groups, transit providers, etc., we recognize that the Consultant will require information from these agencies to properly complete tasks in this scope of services. All coordination with the partnering agencies, requests for information from the agencies and contact with the agencies will be done with the full knowledge and active participation of the RCRRA.

Additionally, the Consultant and RCRRA may form additional working groups and/or design charrettes to address specific issues along the Project alignment. These groups will be developed and meet as needed until the issue is resolved. The Consultant will facilitate these groups as well as assist with their formation.

Quality Management Plan

To ensure that the Project is properly managed, the Consultant will prepare a quality management plan that accommodates activities of this proposal including engineering, modeling, financial planning and environmental documentation. Documentation will be provided in original software format (i.e. Microsoft Word, Excel, etc.) for future use by responsible agencies as well as in web compatible formats for access by the public as needed.

The quality plan should provide a process by which key stakeholder group review, consensus and/or approval activities are tracked and documented. Elements accounted for in this plan should include the Consultant internal review process of key deliverables as well as the review process for key stakeholder groups. Key stakeholder group include RCRRA, MnDOT, Metropolitan Council/Metro Transit, BNSF Railway and Minnesota Commercial and local municipalities.

The quality plan will include a formal framework by which technical documentation and engineering plans are properly reviewed to ensure that appropriate methodologies and standards are applied and the results of technical work are of the type and quality needed for their intended use.

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

CONSULTANT DELIVERABLES:

- Preparation of agendas, meeting packets, meeting summaries and other administrative documents related to meetings of the PMT, PAC, TAC, business and communities advisory committee(s), Task Force and other groups involved in project management.
- Quality Management Plan in original software (Microsoft Word, Excel, etc.) that addresses quality assurance/control of deliverables including modeling results, engineering plans and technical documents, document control/archiving, progress reports, tracking of milestones and deliverables, and the input cycle of stakeholders as well as how the study schedule will be maintained.

2(b) 3: Communication and Public Engagement

Engagement Approach

The approach to public engagement for the Project is embedded in Ramsey County's goal to "cultivate economic prosperity and invest in neighborhoods with concentrated financial poverty through proactive leadership and inclusive initiatives that engage all communities in decisions about our future."

Successful public engagement requires building trust, understanding and a foundation for consent. This requires a process that is characterized by technical competence, honesty, integrity and good listening. These principles will create the framework within which public engagement will continue to occur for the Rush Line BRT Project. For successful outcomes, this approach requires:

- Early and continuous participation of stakeholders.
- Reasonable availability of technical and other project information.
- Collaborative input on the preliminary engineering, station area planning and environmental review processes.
- Open access to the decision-making process.
- Proactive efforts to inform the public and engage them in the process, including those groups that are often underrepresented in design processes, namely people of color, immigrants, young people, renters, people with any disability, low-income residents, and people with limited English proficiency.

Development of Communication and Public Engagement Plan

The Consultant will collaborate with the RCRRA Project Manager, the RCRRA Communications Manager and the strategic communications consultant for the Project to prepare a Communication and Public Engagement Plan (CPEP) to ensure that engagement goals and principles identified above are met. RCRRA encourages creative and innovative approaches to communication and public engagement that employ both in-person and online engagement techniques. The Consultant shall identify and engage with key stakeholder groups to prepare the CPEP.

The CPEP developed by the Consultant with input from RCRRA should:

- Define the communication and public engagement goals for the Project.
- Identify communication and engagement techniques and frequency of communication and engagement. These techniques may include: open houses, popup meetings, listening sessions, attendance at community events, print materials, e-newsletters, social media, neighborhood meetings, business roundtables, and web-based engagement, such as surveys and interactive maps.
- Generate graphic, photo and video content to visually support written messages, including existing photographs; new, professional-quality images; and potentially drone imagery.
- Identify methods for Project partners to assist with building awareness of project and engagement opportunities, such as through the BCAC and other stakeholder group meetings.
- Establish methods to ensure documentation of community input and project team response throughout the process.
- Identify languages spoken within the project area and define how people with limited English proficiency will be actively engaged.

- Include a media strategy targeting radio, television, online and print media outlets, developed in consultation with RCRRA's strategic communications consultant.
- Follow brand standards for the project and Ramsey County.

The CPEP shall include a plan for meaningful engagement with multi-cultural communities and other groups that are traditionally underrepresented in design processes.

Consultant teams demonstrating cultural competency with Latino, Hmong, Karen and Somali culture and language are preferred. To obtain this cultural competency, the Consultant may consider partnering with local organizations connected to the Project area's multi-cultural communities.

Social Media, Web Page Support and Web-Based Engagement

The Consultant team will work with RCRRA's Project Manager, Communications Manager and strategic communications Consultant to use and build upon County online newsletter delivery tools and Rush Line social media accounts (Facebook and Twitter), and the forthcoming Rush Line page within Ramsey County's website, to communicate with the public and generate public input and support for the project. The Consultant will provide a social media plan and calendar. The plan will identify partners for promotion of social media content. The Consultant will provide content and digital images and RCRRA will post.

The Consultant will prepare content that will be web-ready, ADA compliant and written in AP style with plain language. Digital images including maps and photos shall be provided in either original format or in size and resolution requested by RCRRA.

The Consultant will develop a plan and calendar for other web-based engagement. This type of engagement may include online newsletters, interactive maps, online surveys and other online feedback loops. The Consultant will develop content and provide digital images as described above for use in web-based engagement.

The Consultant should look for and take advantage of opportunities to use digital media to proactively share the stories and input of those that will be affected by the Project obtained through Project engagement activities.

Fulfillment of NEPA/MEPA Public Engagement Requirements

The Consultant should anticipate needs for meetings and public hearings required as part of the National Environmental Policy Act (NEPA) and the Minnesota Environmental Policy Act (MEPA) associated with the selected environmental class of action. The Consultant will provide comment/response documentation in the final environmental review document. A summary of the public involvement process will also be provided in the final environmental review document.

CONSULTANT DELIVERABLES:

- Communication and Public Engagement Plan.
- Securing meeting facilities for all community meetings and other in-person engagement activities that require space to be reserved.
- Stakeholder distribution list(s).
- Digital imagery.
- Social media calendar.
- Content for all electronic and print materials.
- Graphic design for electronic and print materials.
- Adherence to brand.
- Meeting preparation including agendas, information packets, presentation exhibits, electronic presentations (e.g. PowerPoint) and meeting summaries for all public meetings.
- Support materials for open house and community meetings including but not limited to presentation and display materials, take home materials and way-finding signage.
- Promoting attendance at community meeting and open houses by securing advertisements through radio, television, print and online media outlets in consultant with RCRRA's strategic communication consultant.
- Attendance at open houses and select community meetings.
- Website content development (AP style, plain language, no formatting)
- On-going website content review and updating.
- Spreadsheet tracking public comments, project team responses, and how the comment influenced study decision-making.
- Arrange for translation services and provide translation of materials from English to Spanish, Somali, Karen and Hmong languages, as appropriate.
- Arrange for interpreters to be present at community meetings if there is a specific request made or need for these services identified.
- Hold public meetings in compliance with the requirements of the National Environmental Policy Act (NEPA) and the Minnesota Environmental Policy Act (MEPA) in consultation with the Minnesota Department of Transportation (MnDOT) Cultural Resources Unit (CRU)
- Materials ADA compliant and accessible to persons of all abilities.

2(b) 4: Project Visualization

Visual representations of the Project are an important tool to support communication and engagement activities and to help stakeholders evaluate design options. The Consultant should prepare visualizations of the alignment that can be understood by a range of community members, technical staff and policy makers in order to aid in the decision making process. Visualizations should include 3D renderings of multiple points along the alignment.

3D Rendering

The Consultant will prepare 3D before and after renderings of the guideway and stations at key locations along the alignment to help the public and project stakeholders see what the project could look like and assist in the selection of a preferred design.

Animation

The Consultant will use visualization to show the overall alignment and the guideway and stations at key locations along the alignment.

Video Preparation

The Consultant will prepare a video or series of short videos to help the public and key stakeholders better understand the project and the environmental review process. 3D renderings and animation should be incorporated into the videos where applicable.

Other

The Consultant should propose other innovative ways in which visualization and video to aid in communications, public engagement, station area planning, environmental reviews and the decision making process. Any video content should be easily accessible, available on the Rush Line webpage and social media platforms, and viewable on mobile devices.

CONSULTANT DELIVERABLES:

- 3D Before and After Renderings
- Corridor Animation
- Video Production

2(b) 5: Environmental Review

The Consultant, in consultation with RCRRA, the PMC and project stakeholders, will undertake the preparation of the appropriate level of environmental documentation in order to comply with the National Environmental Policy Act (NEPA), the Minnesota Environmental Policy Act (MEPA) and Federal Transit Administration (FTA) environmental requirements. It is expected that the appropriate level of environmental assessment for the Project is an Environmental Assessment (EA), but the Consultant should be prepared to complete a Documented Categorical Exclusion (DCE) or a Draft Environmental Impact Statement (DEIS). RCRRA has submitted a NEPA Class of Action Question to the FTA and expects a determination before the contract is awarded.

Preparation of the Preliminary Draft Environmental Assessment

Assuming the Class of Action is an EA, the Consultant will complete the following work to satisfy requirements of an EA to achieve a Finding of No Significant Impact (FONSI):

1. NEPA Baseline Conditions – The Consultant shall establish the base year conditions and identify data requirements for NEPA baseline analysis. Such data may include, but is not limited to:

- Transit information.
- Non-motorized transportation facilities.
- Appropriate local and regional plans consisting of transportation plans and programs and land use master plans involving the Project area.
- Base year travel demand.
- Census data on demographics.
- Relevant GIS data from local and state agencies.
- Other required data on natural, cultural, historical and environmental resources.

2. Analysis of Social and Economic Impacts – The Consultant shall assess potential community impacts and property acquisition needs described as follows:

a. Community Impacts - The Consultant shall conduct an in-depth analysis of the socio-economic characteristics of employees and residents in the Project area and identify low income households and minority populations who would be most vulnerable to potential adverse changes (Environmental Justice). In addition to the socio-economic data reviewed, analysis will occur to determine potential impacts and benefits to community facilities, such as libraries, hospitals, schools, etc. that may exist along the alignment. A qualitative assessment of "community fit" of the proposed action on adjacent communities will also be undertaken. The potential for the proposed action to disrupt the community will also be evaluated.

b. Property Acquisition – The Consultant shall analyze any potential displacements associated with property acquisition in connection with the transit alignment, stops, or facilities.

3. Analysis of Environmental Effects – The Consultant shall conduct an analysis of environmental effects, which will highlight issues of concern in the Project area, including but not limited to those listed below. The Consultant shall incorporate and evaluate additional issues identified during NEPA scoping.

a. Cultural and Historic Resources (Section 106) – MnDOT's Cultural Resources Unit (CRU) is the anticipated delegated agent for FTA for the completion of the Section 106 review. It is anticipated that a project-level Section 106 programmatic agreement between FTA and MnSHPO will be created, and shall be included in the NEPA document. The Consultant shall incorporate any of MnDOT CRU's findings of effects to any identified historic properties (i.e., properties listed in or eligible for the National Register) into the NEPA document.

b. Parks and Wildlife Refuges - The Consultant shall coordinate with local jurisdictions and state departments managing natural resources to assess potential impacts and develop mitigation plans, should such impacts exist. The

Consultant shall conduct a Section 4(f) evaluation and prepare documentation, if appropriate.

c. Threatened and Endangered Species - The Consultant shall consult with the U.S. Fish and Wildlife Service (USFWS) about the presence of threatened or endangered species or habitats in the Project area.

d. Water Resources (surface waters, wetlands, floodplains, and water quality) - The Consultant shall identify wetlands, floodplains, and waters that will be impacted by the project. The Consultant shall assess impacts on water quality. Coordination with the U.S. Army Corps of Engineers will be undertaken to identify and assess potential effects on these resources.

e. Hazardous Materials - The Consultant shall analyze the potential effects on hazardous materials sites within one quarter ($\frac{1}{4}$) mile of the studied alignment.

f. Air Quality - The Consultant shall obtain air quality data and identify whether the Project area is in attainment/non-attainment with the National Ambient Air Quality Standards. The Consultant shall compare air quality conditions in the base year with conditions in the full-build year. A determination of conformity will be made.

g. Noise and Vibration - The Consultant shall conduct an FTA General Assessment for both noise and vibration in the Project area.

h. Visual and Aesthetics - The Consultant shall conduct an assessment of potential visual and aesthetic effects of the alternatives.

i. Cumulative Impacts - In coordination with other Project area plans and projects, the Consultant shall evaluate cumulative impacts.

4. Analysis of Transportation Effects - The Consultant will document the Project's effects on roadways and operating conditions that addresses:

- Traffic conditions for existing, base year and 2040,
- Impacts to existing and planned pedestrian and bicycle movements and facilities,
- Impacts to freight rail,
- Impacts to transit operations, ridership and facilities, and
- Potential modifications to traffic operations and roadway geometry to improve future traffic conditions and pedestrian access.

The draft environment assessment shall include the following chapters and appendices:

- Chapter 1 Purpose and Need
- Chapter 2 Alternatives
- Chapter 3 Transportation Analysis
- Chapter 4 Community and Social Analysis
- Chapter 5 Physical and Environmental Analysis
- Chapter 6 Cultural and Historical Resources Analysis (described in greater detail

below)

- Chapter 7 Indirect Effects and Cumulative Effects
- Chapter 8 Environmental Justice
- Chapter 9 Section 4(f) and Section 6(f) Resources
- Chapter 10 Consultation and Coordination
- Chapter 11 Financial Considerations
- Appendix A List of Advisory Committee Members and Recipients
- Appendix B List of Preparers
- Appendix C List of Technical Reports
- Appendix D Coordination and Correspondence
- Appendix E Supplemental Materials
- Appendix F Preliminary Engineering Drawings
- Appendix G Environmental Assessment Worksheet

Historic Property Identification and Evaluation (Cultural and Historic Resources Section 106)

The objective of this task is to complete the required Phase I and II survey and evaluation work to provide recommendation on if historic properties are present in the projects' area of potential effect (APE) as defined by MnDOT CRU on behalf of FTA. A historic property is any property (building, structure, object, site or district) that is eligible for or formally listed on the National Register of Historic Places.

All proposed and completed work shall be consistent with the Secretary of the Interior's Standards and Guidelines for Identification and Evaluation, MnDOT CRU Project Requirements, and the survey guidelines of the Minnesota State Historic Preservation Office (MnSHPO). It is anticipated that a project-level Section 106 programmatic agreement will be created. The consultant shall follow any of the requirements as outlined in that document. Should private property access be required, RCRRRA, with the Consultant's assistance, will be responsible for securing the necessary agreements.

1. Literature Search and Background research: Conduct a review of known historic properties at MnSHPO; and all identified potential resources in the MnSHPO files, the Office of the State Archaeologist (OSA) and the Minnesota Indian Affairs Council (MIAC). Also, conduct a literature search to identify any potential locations for historic archaeological sites, potential standing structure property types, linear corridor resources, and historic context for the area. MnDOT CRU shall prepare MnModel maps for the consultant to show areas of high, medium and low potential for pre-contact era sites. The consultant shall summarize the results of the literature search in a report within 30 days of notice to proceed and submit to MnDOT CRU. MnDOT CRU and the consultant shall meet to discuss the results. MnDOT CRU will then direct the consultant on the level of effort for the Phase I Identification surveys for both archaeology and standing structures.

2. Archaeological Survey: An intensive Phase I Archaeological Survey will be completed by the consultant within the Project APE as defined by MnDOT CRU. The consultant team must include an archaeological Principal Investigator who meets the Secretary of the Interior's (SOI) Standards and can obtain a license from the Minnesota State Archaeologist.

All standard archaeological testing methods will be employed, as detailed in MnDOT CRU's consultant guidelines and MnSHPO's survey guidelines. The methodology and identification of the areas requiring testing will be developed by the Consultant and approved by MnDOT CRU.

A preliminary Phase I results report will be submitted to MnDOT CRU no later than June 30, 2018, and the Consultant and MnDOT CRU shall meet to discuss the results of the Phase I survey. MnDOT CRU will determine which properties shall go to a Phase II evaluation, and the consultant and MnDOT CRU shall meet to develop appropriate methodology.

A draft report meeting all the standards, requirements, and guidelines listed at the beginning of this section will be submitted to MnDOT CRU, and will include all Phase I and Phase II archaeological properties, with recommendations on if they are eligible for the National Register or not.

MnDOT CRU shall submit the report to MnSHPO for review and comments. The Consultant will incorporate any of MnDOT CRU's and MnSHPO's comments into the final report, based on the direction from MnDOT CRU. MnDOT CRU shall make all final determinations of eligibility and shall conduct all direct consultation and communication with MnSHPO on behalf of FTA.

3. Standing Structures Survey: A Phase I Architectural History Survey will be completed within the Project APE as defined by MnDOT CRU. The consultant team must include an architectural history Principal Investigator who meets the SOI's Standards for history and/or architectural history. All standard survey methods will be employed, as detailed in MnDOT CRU's consultant guidelines and MnSHPO's survey guidelines. The methodology will be developed by the Consultant and approved by MnDOT CRU. All properties 40 years old and older will be surveyed.

A preliminary results report will be submitted to MnDOT CRU, and the Consultant and MnDOT CRU shall meet to discuss the results of the Phase I survey. MnDOT CRU will determine which properties shall go to a Phase II evaluation.

A draft report meeting all the standards, requirements, and guidelines listed at the beginning of this section will be submitted to MnDOT CRU and will include all Phase I and Phase II properties with recommendations on if they are eligible for the National Register or not. MnDOT CRU shall submit the report to MnSHPO for their review and comments. The Consultant will incorporate any of MnDOT CRU

and MnSHPO comments into the final report, based on the direction from MnDOT CRU. MnDOT CRU shall make all final determinations of eligibility, and shall conduct all direct consultation and communication with MnSHPO on behalf of FTA.

4. Ongoing Project Management and Consultation: As FTA's delegated agent, MnDOT CRU shall conduct all communications with FTA and MnSHPO for the Section 106 review. The Consultant should assume a total of six project team meetings/field visits over the course of the project. The project team is presumed to include a representative from RCRRA and the MnDOT Cultural Resources Unit. The Consultant should assume a total of six additional meetings, which may include various other stakeholders, including FTA, MnSHPO, Metropolitan Council, consulting parties, and others.

CONSULTANT DELIVERABLES:

- Preliminary Literature Search Report
- Archaeological Survey and Evaluation Report and Standing Structures Survey and Evaluation Report.
- Office of the State Archaeologist (OSA) site forms for all identified archaeological properties, and MnSHPO inventory forms for all standing structures.
- GIS data meeting MnDOT CRU requirements
- Deliverables in this section shall be submitted within nine months of the Notice-to-Proceed.

Environmental Site Assessment (ESA) Phases I and II

The objective of this task is to complete the Phase I Environmental Site Assessment work and coordinate relevant activities.

The Consultant will be responsible for the following:

1. Review existing environmental documentation on the Project.
2. The Consultant's paper search will include, but not be limited to, regulatory agency files including, but not limited to: Minnesota Pollution Control Agency (MPCA) spill sites, Underground Storage Tank (UST) sites, above ground storage tank (AST) sites, UST and AST Leak sites, Voluntary Investigation and Cleanup Program (VIC) sites, Minnesota Department of Agriculture (MDA) Voluntary Investigation and Cleanup (AgVIC) sites, Resource Conservation and Recovery Act (RCRA) sites, Minnesota Environmental Response and Liability Act (MERLA) sites and Superfund sites), Sanborn fire insurance maps, city and

county files, Minnesota Geological Survey (MGS) files, County Well Index (CWI) files, and historic maps and air photos.

3. Consultant's interviews will include, but not be limited to: city and county staff, neighbors/tenants (past and present)/owners (past and present) of properties within the Project area.
4. The Consultant will complete a reconnaissance of the Project area which will include, at minimum, a drive-by review, with a walk-by review completed where needed for detailed site inspection, and an on-site review completed where feasible (i.e. at public-access properties such as retail businesses).
5. If the Phase I identifies any reported contamination sites (Leaking Underground Storage Tank (LUST) sites within a 500-foot buffer of the LPA, VIC sites, RCRA or MERLA sites) for which there exists an MPCA/MDA project file, Consultant will inform RCRRA's Project Manager. Consultant and RCRRA's Project Manager will determine which MPCA/MDA files should be reviewed to obtain more detailed information about the magnitude and extent of contamination at each site, and the status of the site, for inclusion in the Phase I report. To complete this task, the Consultant may find the MPCA's online "What's in my Neighborhood?" mapping tool useful.
6. The Consultant will rank/classify all identified sites within the project area described above as having high, medium or low potential for contamination, and will document how and why the types of sites identified in the project area are given these rankings/classifications. Each site will be ranked based solely on the site's potential for contamination, and not on the site's location with respect to the proposed BRT construction limits. High potential for contamination sites include all active and inactive VIC and MERLA sites, all active and inactive dump sites, and all active LUST sites. Medium potential for contamination sites include all closed LUST sites, all sites with underground storage tanks (USTs) or above-ground storage tanks (ASTs), and all sites with vehicle repair activities. All low potential for contamination sites will include hazardous waste generators and possibly some farmsteads and residences. Consultant will obtain approval from RCRRA Project Manager for ranking of any types of sites not included in this summary.

CONSULTANT DELIVERABLES:

- Prepare and submit monthly project status reports. Reports shall be included with the monthly payment request for the duration of the contract. Reports shall cover, as a minimum:
 - Significant problems/constraints affecting progress.
 - General outlook for progress of project.

- Need for special instructions or assistance from RCRRA, Metropolitan Council or other organizations.
- Submit a draft and final report which lists all known or potential contaminated properties on or adjacent to the Project LPA. The final report shall be submitted within two weeks of receiving comments on the draft report. The final report shall be signed by an Environmental Professional (EP) and at a minimum include:
 - Executive summary of the results of the Phase I.
 - A declaration that the assessment was conducted in accordance with the most current industry standards.
 - A declaration that the preparer of the report meets the definition of an EP.
 - A declaration that the Phase I ESA is being completed on behalf of RCRRA and the Minnesota Department of Transportation (MnDOT).
 - Summary of all project preparation and data collection activities undertaken by Consultant to complete the Phase I.
 - The rank/classification of the properties (high, medium, low potential for contamination).
 - The reason each property is known or suspected to be contaminated.
 - A summary of all project preparation and data collection activities undertaken by the Consultant to complete the Phase I work.
 - A detailed one-page summary for each property that provides location information, reasons for the ranking, potential for additional appropriate investigation, current use, historic information and regulatory information available for the property and a summary of regulatory file information available for the property.
 - Cross reference of site descriptions to the site locations identified on figures.
 - Pertinent information from the regulatory file review (figures showing boring and well locations and magnitude and extent of contamination, boring and well logs, headspace data, analytical data tables, regulatory correspondence/closure letters), shall be cross referenced to the site numbers. Due to the potential number of pages of MPCA file review information this information may be saved to a CD.
 - Figures showing the exact location of each known or potentially contaminated property identified in the project area. The figures will

be no larger than 11x17. Each figure will contain an inset summary table describing the sites on the figure. Each figure will contain an inset index map showing where the area of the figure is located within the project limits. The figures will be cross-referenced to the site descriptions.

- Comments on data gaps that affect ability to identify recognized environmental conditions (REC). Including identification of sources used to address data gaps.
- Supporting documentation and qualifications of EP and qualifications of the personnel conducting the site reconnaissance and interviews if not conducted by EP.
- A references section.
- EP statement as required by Federal Rules and Regulations 40 CFR 312.21(d).

The final Phase I Environmental Site Assessment report should be submitted within nine months of the Notice-to-Proceed. If the Phase I ESA work concludes that any Phase II ESA work needs to be performed, the Consultant will complete this work and provide it to RCRRA and the PMC as it becomes available.

Circulation/Coordination of Preliminary Draft Environmental Assessment

The Consultant will circulate the preliminary draft EA to pertinent agencies and incorporate submitted comments into the preliminary draft. Once the local agencies have reviewed the document, the Consultant will coordinate FTA's review and incorporate comments. It should be assumed that FTA will perform a chapter by chapter review and have two rounds of technical review and two rounds of legal reviews. The Consultant will be responsible for tracking and incorporating all comments.

Coordination of Public Comment for Environmental Assessment

The Consultant will distribute the draft EA to the public for a minimum of 30 days (45 days for 4[f] issues), in compliance with federal law. Following the public comment period, the consultant will prepare a memorandum identifying the comments that must be addressed and the level of detail of the required analysis. A tracking document with responses to all comments is required. This work will provide the procedural support necessary to complete the federal and state environmental process necessary to obtain a Finding of No Significant Impact (FONSI).

As identified in the Community and Public Engagement Task, the Consultant team will be responsible for planning and participating in any public meetings required to obtain public comments as a part of the federal or state process to obtain public comments.

Secure FONSI and MEPA Finding of Facts and Conclusions

The expected outcome of the EA is a FONSI. If this is the outcome, the Consultant will be responsible for preparing the FONSI document. The Consultant will prepare a FONSI that:

- Recommends an alternative for implementation.
- Summarizes all environmental impacts with the project including a statement of findings on all relevant impact categories.
- Summarizes the results of agency and public coordination and documents the results of the public meeting and public hearings.
- Summarizes the comments to mitigation measures intended to reduce impacts to acceptable levels (if any).

The completed FONSI will be attached to the final EA and submitted with a cover letter to FTA for approval and signature. After the FONSI submission, the Consultant will work with RCRRA, the Metropolitan Council and FTA to finalize all work and documentation.

To comply with MEPA, the Consultant will prepare a Findings of Facts and Conclusions document.

2(b) 6 Preliminary Engineering

Preliminary engineering reaching an approximately 15% level of design will be undertaken to support the environmental review process. Certain points along the Rush Line BRT alignment may require a level of design greater than 15% due to particularly challenging technical issues or a desire for an advanced design in order to address the concerns of local project partners.

These activities are to be consistent with acceptable engineering and design practices and will be completed using the required levels of quality, knowledge, and diligence in providing the professional services required to produce the deliverables.

The Consultant shall bring the necessary design expertise to the project team to support RCRRA in identifying public input opportunities and in engaging stakeholders to solicit design ideas for Project stations, streetscape, co-location with the Bruce Vento Trail and other design elements. These ideas will be incorporated into Preliminary Engineering (PE) design development (for example, for station design and architectural features).

The process of design is a progressive refinement and detailing of the evolving designs and their representation in a format that can be used in contract documents.

The fundamental objectives of the PE program are to:

- Seek stakeholder local approval on PE plans of the project;
- Develop the design sufficiently to support environmental documentation for the EA; and
- Complete and provide at least 15% PE plans and specifications.

CONSULTANT DELIVERABLES:

Specifically, the PE effort will:

1. Establish procedures and criteria for the production of technical analysis reports, designs, drawings, specifications, and other planning and design goals established by RCRRA and the PMC.
2. Develop baseline mapping for existing right-of-way of the Project corridor indicating all elements such as cross streets, intersections, setbacks, easements, fire hydrants, utilities, bus shelters and other amenities, light poles (and guy wires), sign poles, signal poles, inlet boxes, sidewalks, crosswalks, curb cuts, develop relocation plans as necessary for the above and for utility relocation and protection (as necessary) (including required property rights) to clear the bus lanes and stations for construction, and identify new utility services necessary to provide electrical and communication services to the Project stations, transitway and traffic signals.
3. Establish the basis of design that governs the development of specific designs of facilities and systems by defining, adopting or developing current conditions of the proposed site of the Project facilities
4. Provide preliminary designs and documentation requirements that form the basis for the environmental documentation.
5. Coordinate periodic and special reviews of planning and preliminary design tasks and documentation.
6. Refine the conceptual design by defining the initial design assumptions and identifying unknown parameters.
7. Provide design quality assurance procedures that ensure coordination, interface, and consistency between the design components.
8. Ensure effective interface between design development and affected neighborhoods, agencies, organizations, and interest groups.
9. In addition to assisting soliciting stakeholder and community input for design ideas for the Project stations (such as architectural and streetscape features) and implementing those ideas in the PE design, the Consultant will develop and facilitate a design meeting with each City along the corridor. This approach can be tailored to have more than one city meet at the same time to facilitate the design near city boundaries. The Consultant will be responsible for preparing materials and a staffing plan, and documenting the proceedings and outcomes.
10. Support preliminary design decisions with surveys and investigations, identification of above and below ground utilities and other analyses, evaluations, and studies as required.
11. Ensure that designs conform to Minnesota Pollution Control Agency (MPCA) and the United States Army Corp of Engineers (USACE) requirements for addressing storm water and surface water management, including necessary wetland mitigation.
12. Provide support for seeking approval of the preliminary design plans including

support for public hearings and approvals by the local agencies (Cities of St. Paul, Maplewood, Gem Lake, Vadnais Heights, White Bear Lake, White Bear Township, and Ramsey County). Local approval is not required of BRT projects but the Consultant will help the project team design a process that is similar to that of the statutorily defined local approval process for Light Rail Transit projects and to help the project partners determine the optimal timing for local approvals. For example, whether it should occur during the environmental phase at 15% engineering or during the subsequent PD phase once the design has progressed closer to 30% engineering.

13. Analyze existing and future pedestrian and trail systems along the corridor, incorporate pedestrian and bicycle connections into the design, and consider safety aspects (i.e., fencing) that may need to be added in various sections of the corridor for pedestrians and bicycles. Also consider impacts to adjacent commercial, institutional and residential properties in design.
14. Apply current Interstate, Trunk Highway, County State Aid Highway, Municipal State Aid Street and local street standards where the project impacts roadways along the alignment Apply AREMA and other railroad standards where the project impacts railways and coordinate design reviews with host railroads. The Consultant, in cooperation with the RCRRA and the PMC, will coordinate design reviews for all planned bridges and reviews of any studies on existing bridges with MnDOT's Bridge Office and with FHWA if applicable. The Consultant will also coordinate design review for impacts to local jurisdiction (city, county, or MnDOT) roadways.
15. Conduct and update as required, cost estimates and Basis of Estimate reports on all elements of the project. Each cost estimate shall include a Basis of Estimate report which outlines the drawings and/or specifications used in developing the quantities, other assumptions made, particularly those related to third party input, any other sources of input received, the major uncertainties identified, the schedule and timing assumptions made, and how all allowances contained in the guidelines have been incorporated.
16. The Consultant will be required to assist the RCRRA and the PMC in the MnDOT layout approval process in areas impacting the Trunk Highway system.
17. Where determined appropriate for buildings or facilities, those buildings or facilities shall be in conformance with the State of Minnesota B3 Guidelines for meeting sustainability goals.

Oversight Responsibility

RCRRA, using the technical expertise of the Consultant and PMC, is responsible for the management and oversight of all PE activities carried out by any Investigators/Designers. Unless a specific area of professional services/design expertise is identified in the Plan of Work that the RCRRA determines would be advantageous for a separate professional services/design contract, the Consultant shall perform all PE professional services/design activities listed above. This will include surveys and investigations, studies, preliminary engineering for facilities and systems, and the preparation of Preliminary Design plans and 15% PE plans and specifications.

In the event that the RCRRA determines that it would be advantageous for a separate professional services/design contract to be awarded, the Consultant shall assist RCRRA in developing the contract requirements.

Design Criteria

The Consultant shall prepare a manual, Rush Line Bus Rapid Transit Design Criteria, to establish design criteria to be used for the various design elements. The Consultant shall work with RCRRA staff to review the proposed Design Criteria draft, and incorporate RCRRA comments into final design criteria. This work will be completed, submitted to RCRRA, and approved, as soon as possible after the initial limited Notice-To-Proceed to allow for its use during subsequent design activity.

Visual Quality

Visual quality for the Project will be established in collaboration with the Cities, the State Bridge Office Architectural Specialist, the State Landscape Architectural Unit, RCRRA and select stakeholders. The Consultant shall assist RCRRA in coordinating aesthetic planning to provide consistency and compatibility with the Project. The visual quality should be coordinated between the bridges and other structures.

The Consultant shall provide the necessary graphics, figures, etc., to present the various aspects of the Project.

2(b) 7 Topographical Mapping and Survey

The Consultant will review mapping available from Ramsey County and corridor cities to determine additional coverage needed for the Project. The Consultant will perform aerial mapping and associated survey control to support engineering and environmental work for the Project. This task shall be performed before trees fully "leaf out" in the Spring of 2018.

CONSULTANT DELIVERABLES:

- Ground control survey and computations
- Digital aerial imagery
- LiDAR data

2(b) 8 Station Area Planning

Station area planning is an important component of the next phase of the Project. The Consultant should prepare a plan to determine how to complete station area planning in such a way that design and engineering reflect station area plans, and how to maintain station area planning as a priority throughout the contract period.

In the first six months of the contract period, station area planning work will focus on identifying the best locations for station platforms and guideway, and other specifications related to station placement and the immediate station areas. These

details are needed to inform design, engineering and environmental work that will be performed later in the contract period. After the initial six month, station area planning can focus on elements further from the station platforms.

To engage stakeholders in station area planning, the Consultant should use existing project committee structures when feasible. Public engagement related to station area planning should be included as part of the Consultant's overall engagement approach, and the Consultant should budget for meetings tailored to specific stations or municipalities with stakeholders such as city staff, resident groups and key business owners.

The purpose of station area planning for the Project is to coordinate planning and policy development along the BRT alignment to enhance opportunities for land use integration that stimulates economic development, improves ridership and improves the project's economic development rating for the FTA's New Starts Program. Work completed for this task by the Consultant will need to be performed in collaboration with RCRRA, the Metropolitan Council, MnDOT and six local municipalities and shall include the following:

Station Area Visioning and Development of Station-Specific Strategies

- Define station-specific strategies that:
 - Create housing for a diverse range of household types and incomes
 - Create new opportunities for employment and commercial use that support new and existing neighborhoods and provide an opportunity to create destination stations along this segment of the alignment.
 - Enhance and link surrounding neighborhoods to the station area and transit friendly development
 - Create desirable urban places that promote private investment and enhance transit ridership
 - Incorporate existing neighborhood plans to the greatest extent possible without compromising transit friendly design
 - Identify opportunities for public-private partnerships to complete transit oriented development
 - Identify opportunities for joint use projects
 - Aim to break ground on certain development projects before the start of Rush Line revenue service
 - Consider both short-term and long-term redevelopment opportunities
 - Estimate the tax benefit of different development scenarios in relation to infrastructure costs needed to support new development

Market Assessment

- Complete the appropriate level of market analysis to determine the ability of a station area to support the development envisioned as part of the station vision. The Consultant should propose the appropriate level of analysis and options for

how to proceed with station areas should the envisioned development not be supported by the market analysis. This may include, but not be limited to, changes in the envisioned development, public-private partnerships, financial incentives, and etc.

Housing, Employment, and Education Gap Assessment

- An assessment of existing housing types, employment, and education institutions should be performed to identify gaps along the entire Project alignment. The intent of this task is to identify where there is a mismatch, defined as a discrepancy between supply and demand, between housing, employment, and education for the existing and future demographics of the Project area. Methods on ways cities can proactively plan to close these gaps, with transit as an aid to access, should be developed. Special attention should be paid to the accessibility gaps identified in the regional plan, Thrive MSP 2040, between racially concentrated areas of poverty and employment and education.

Circulation and Infrastructure Plans

- Analysis of connections between modes at each station, including bus transfers, bicycling, walking, accessibility needs, and driving. The analysis will consider how users will navigate between the transitway and other bus service. The analysis will use pedestrian and bicycle audits to evaluate the environment, inventory of wayfinding signs, sidewalk conditions, and intersection crossings. Some areas will require a deeper look into the quality and maintenance needs for existing sidewalks, and identify difficult or unsafe pedestrian crossing points; in addition to identifying potential new bike and pedestrian connections.
- Identification of an infrastructure strategy that supports both existing development and future development. (For example, could the sewer system handle a 10 story office building if it is a potential short-term development?) Infrastructure could include, but is not limited to: utilities, storm water facilities, sewer, water, sidewalks, trails, roads, wayfinding, and lighting.

Conceptual Station Area Plans

- Determine the appropriate type and intensity of transit oriented development (infill, redevelopment, or greenfield development) in conjunction with, adjacent to, and within a ½ mile radius of each station. This work will include the design of conceptual street and block plans for development around the station areas, identification of safe and efficient station access for all modes, and identification of ways to transition between the existing neighborhoods and the new transit oriented development located in and around the station.
- Determine the availability of property for development and/or redevelopment.
- Estimate station specific transit oriented development parking demand, and evaluation of parking management strategies, including, but not limited to: priced parking, residential/employee permit programs, use of shared parking, parking

benefit districts, in-lieu parking fees, bicycle and pedestrian amenities, reduced parking requirements and/or maximum parking requirements, and the use of new technologies.

- Develop parking policy, land use and zoning change recommendations based on the conceptual station area plans for each community.

Station Area Health Impacts Evaluation

- Conduct a health impacts evaluation around the proposed Rush Line BRT stations that includes an identification of health indicators potentially affected by the project, an analysis of the potential impact of the project on health indicators based on scientific literature, an assessment of community concerns, and suggested measures to be adopted to offset identified negative health impacts.

The Consultant will be expected to involve the municipalities directly in the station planning efforts, this may include one-on-one interviews with key municipality staff, committee members or elected officials. Cities must be given the opportunity to review and comment on study findings related to stations under their jurisdiction.

The Consultant should look at ways to use existing project advisory committees and communication and public engagement efforts to seek input on the various station area planning work products. It is expected that the station area planning work will begin early in the process to inform the area of potential effect for environmental work and to ensure that station sites and other project elements are properly placed before detailed engineering and environmental analysis work begins to avoid costly changes later on.

CONSULTANT DELIVERABLES:

- Within six months of the notice-to-proceed, a technical memorandum providing a framework for platform locations at all new and enhanced Rush Line BRT stations.
- A technical memorandum detailing the methodology used to complete the market analysis, the results, and any interventions needed to achieve the envisioned development at stations.
- A technical memorandum for each station area that identifies a station vision, strategies, transit oriented development impacts, the process for how the vision can be achieved and an overview of the specific tools and strategies available to implement TOD at the station areas.
- A Housing, Employment, and Education Gap Assessment for the entire Project area.
- Conceptual station area plans and circulation and infrastructure plans with community support of each station's vision so that the necessary comprehensive plan and zoning changes to implement the station area plans can proceed in a timely manner by the local municipalities following the completion of the analysis.
- Health Impact Evaluations corresponding to each proposed station.

2(b) 9 RCRRA Right of Way Master Plan

A large portion of the Project alignment runs within right of way owned by the RCRRA. The former railroad right of way is between 70-100 feet wide. The 12-foot wide Bruce Vento Trail runs down the center of the RCRRA right of way and will need to be relocated within the RCRRA ROW to accommodate the dedicated guideway and station facilities. There is a strong desire to minimize impacts to existing native foliage, mitigate impacts to surrounding residential, institutional and business properties and preserve the trail as a recreational amenity.

The Consultant will develop preliminary plans for the future of the Bruce Vento Trail segment of the Project area.

CONSULTANT DELIBERABLES:

- A tree inventory plan and preservation plan that incorporates each tree's location and characteristics.
- A landscaping plan, accompanied by sketches and renderings that proposes possible landscaping options for the segment.
- A lighting plan that proposes possible strategies for ensuring adequate lighting within the segment.
- A trail plan that proposes options for trail design and where to locate the trail in relation to the bus guideway including locations and design of safe crossings at stations and other locations along the BRT Alignment.
- The Master Plan should address maintenance and ownership of the trail, and strategies to minimize construction impacts.

2(b) 10 Bus Network Service Planning

The Consultant will refine several dimensions of the Project related to transit service development. The Consultant is expected to collaborate with Metro Transit on the following three issues:

1. Use of guideway by other bus routes – The PPD Study identified Metro Transit routes that may benefit from using the Rush Line BRT guideway. Additional analysis and coordination with Metro Transit will be required to determine which routes may ultimately use the guideway, how shared use will affect overall design and operations, and how it may affect FTA New Starts Program competitiveness.
2. Park-and-ride sizing and locations – New park-and-ride locations have been identified at Highway 36 and in the vicinity of downtown White Bear Lake. Additional capacity may be needed at the Maplewood Mall Transit Center to accommodate demand. There is additional interest in pursuing a park-and-ride facility at the County Road E station to better serve the surrounding communities. In recommending park-and-ride sizing and locations, the Consultant will utilize Metro Transit's current regional park-and-ride demand model in conjunction with the regional travel demand model. The Urban Planning & Design group within

Metro Transit's Engineering & Facilities Department is expected to have technical oversight and approval of the Consultant's methodology and results along with the Planning Support group within the Metropolitan Council's Metropolitan Transportation Services division.

3. Connecting bus service – The PPD Study identified a conceptual plan for connecting bus service from White Bear Lake to Forest Lake and other bus service improvements. The primary intent of these services is to support the LPA and increase overall ridership. The feasibility and conceptual design of these routes will need to be further explored by the Consultant working with RCRRA and Metro Transit.

CONSULTANT DELIVERABLES:

Deliverables and supporting documentation for these tasks will be determined by RCRRA in consultation with Metro Transit, the Consultant, and the PMC.

2(b) 11 Capital and Operating Cost Estimate

The Consultant will update the current year and prepare a year of expenditure inflated capital cost estimate for the LPA based on any refinements that are made during the environmental review phase. At a minimum, the capital costs should include: guideway, stations and park and rides, vehicles, utilities, structures, Operations and Maintenance Facility, right-of-way, signals/communications, and contingencies. The capital cost estimates should utilize FTA New Starts Program guidance and templates.

The Consultant shall refine the operating cost estimates to reflect any changes in operating assumptions. The operating cost estimates should utilize FTA New Starts Program guidance and templates.

CONSULTANT DELIVERABLE:

Technical memorandum containing the methodology, capital cost and operating cost in the FTA Capital Investment Grant Program template format.

2(b) 12 FTA New Starts Evaluation and Project Development (PD) Draft Application

As the Project intends to qualify and compete for federal funding as a New Starts project under the FTA's New Starts Program, the Consultant will evaluate the Project based on FTA New Starts Project Justification Criteria such as mobility improvements, environmental benefits, congestion relief, economic development effects, land use, and cost-effectiveness and continuously update potential performance in these categories throughout the duration of the project. The Consultant should update ridership forecasts to reflect changes in travel demand modeling assumptions, operating and engineering refinements

The consultant will also prepare the draft application to enter the Project Development phase of the FTA New Starts Program upon completion of the anticipated EA and receipt of the FONSI. The Metropolitan Council in consultation with RCRRA will refine and ultimately submit the application to FTA.

CONSULTANT DELIVERABLES:

- Technical memorandum detailing methodology and results of evaluation of Rush Line project for FTA Capital Investment Grant Program funding.
- Memo detailed demand modeling for Project service, Park-and-Ride sizing and changes to the background bus network.
- Draft Application to enter Project Development.

The Ramsey County Regional Railroad Authority met in regular session at 9:30 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 November 28, 2017 is Presented for Approval**VOTING**

Motion by: Mary Jo McGuire

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			

3. Minutes from October 17, 2017 are Presented for Approval**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			

4. Lease Agreement with Exhibits Development Group, LLC (Resolution R2017-31)

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			

WHEREAS, The Ramsey County Regional Railroad Authority renovated Union Depot into a multi-modal transit and transportation hub with space for use by transit and transportation providers, a bike center, and a limited amount of retail; and

WHEREAS, Exhibit Development Group, LLC intends to lease space and operate their business office at Union Depot; and

WHEREAS, Exhibit Development Group, LLC and Ramsey County Regional Railroad Authority have agreed upon a rental rate structure consistent with market rates for "C" class space in downtown St. Paul; and

WHEREAS, The Ramsey County Regional Railroad Authority requests the Board's approval of a lease with Exhibit Development Group, LLC for a period of eight (8) years from March 1, 2018 through February 28, 2026 in the amount of \$144,168.96; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves an eight (8) year lease for 2,432 square feet of space in Union Depot, 214 4th Street East, St. Paul, MN 55101 with Exhibit Development Group, LLC, 141 East 4th Street, Suite 103, Saint Paul, MN 55101, for the period of March 1, 2018 through February 28, 2026 in the amount of \$144,168.96; and Be It Further

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


Sandra Jacobson, Administrative Secretary

Regional Railroad Authority Meeting
November 28, 2017 – ROLL CALL

Call to Order: 9:30 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 November 28, 2017 is presented for approval

Moved: MM Seconded: VR

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

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

Moved: JH Seconded: VR

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

ADMINISTRATIVE ITEM

4. Lease Agreement with Exhibits Design Group, LLC

Moved:

VR

Seconded:

MM

YEA

NAY

ABSENT

Victoria Reinhardt

✓

Janice Rettman

✓

Toni Carter

✓

Blake Huffman

✓

Jim McDonough

✓

Mary Jo McGuire

✓

Rafael Ortega

✓

5. Corridor Updates

6. Adjournment

Meeting adjourned at 9:37 am.



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

AGENDA

Tuesday, November 28, 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. R2017-71 Agenda of November 28, 2017 is Presented for Approval

Approve the agenda of November 28, 2017.

3. R2017-72 Minutes from October 17, 2017 are Presented for Approval

Approve the minutes from October 17, 2017.

ADMINISTRATIVE ITEM

4. R2017-70 Lease Agreement with Exhibits Development Group, LLC

1. Approve an eight (8) year lease for 2,432 square feet of space in Union Depot, 214 4th Street East, Saint Paul, MN 55101 with Exhibits Development Group, LLC, 141 East 4th Street, Suite 103, Saint Paul, MN 55101, for the period of March 1, 2018 through February 28, 2026, in the amount of \$144,168.96.
2. Authorize the Chair to execute the lease.

5. Corridor Updates

6. Adjournment

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-71

Committee: Regional Railroad Authority

Meeting Date: 11/28/2017

SUBJECT: Agenda of November 28, 2017 is Presented for Approval

REQUESTED ACTION

Approve the agenda of November 28, 2017.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-72

Committee: Regional Railroad Authority

Meeting Date: 11/28/2017

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

REQUESTED ACTION

Approve the minutes from October 17, 2017.

ATTACHMENTS

1. Draft Minutes

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-70

Committee: Regional Railroad Authority

Meeting Date: 11/28/2017

SUBJECT: Lease Agreement with Exhibits Development Group, LLC

REQUESTED ACTION

1. Approve an eight (8) year lease for 2,432 square feet of space in Union Depot, 214 4th Street East, Saint Paul, MN 55101 with Exhibits Development Group, LLC, 141 East 4th Street, Suite 103, Saint Paul, MN 55101, for the period of March 1, 2018 through February 28, 2026, in the amount of \$144,168.96.
2. Authorize the Chair to execute the lease.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) renovated Union Depot into a multi-modal transit and transportation hub with space for use by transit and transportation providers, a bike center, and a limited amount of retail. Through RCRRA's agreement with JLL for activation and development services, JLL has sought tenants for Union Depot using their and third party (CoStar) real estate property listing websites, hosting an open house, providing information at offsite broker events and to other professional associations, as well as cold calling and networking. Exhibits Development Group, LLC (EDG) wishes to lease space at Union Depot starting March 1, 2018 for their business office. EDG ignites and promotes cultural exchange by bringing exhibitions of art, science, history and popular culture to a diverse audience worldwide.

An eight (8) year lease has been negotiated by JLL and Property Management to provide 2,432 square feet of space for the EDG business office. The space is suite 170, the space on the west side of the concourse, an area originally used for passenger baggage check. The term begins upon completion of landlord work, managed by Property Management, March 1, 2018. EDG will then take possession, complete furniture and fixture installation and occupy the space. The monthly base rent effective March 1, 2018 is \$1,418.66. The rate structure is consistent with market rates for class "C" space in downtown St. Paul. The landlord work consists of base building work to provide mechanical and electrical service and also tenant improvements in an amount not to exceed \$43,000 (i.e., construct a platform to level the sloped floor and finished with carpeting, kitchenette cabinets, office light fixtures, telecommunication/data cabling and jacks). The lease termination date is February 28, 2026.

FISCAL IMPACT

The lease with EDG will generate rental income in the amount of \$1,418.66 per month beginning March 1, 2018. Rent will escalate 3% per year annually beginning with the fourth year. Rental income over the term will be \$144,168.96.

Revenue related to this lease has been included in the 2018-2019 Union Depot operating budget. Expenditures for the landlord work are included in the 2018-2019 Union Depot operating budget.

COUNTY MANAGER COMMENTS

Ramsey County Regional Railroad Authority Board approval is required for all RCRRA real estate transactions.

Lease Agreement with Exhibits Development Group, LLC

PREVIOUS ACTION

None.

ATTACHMENTS

1. Draft Resolution
2. Lease Agreement

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority renovated Union Depot into a multi-modal transit and transportation hub with space for use by transit and transportation providers, a bike center, and a limited amount of retail; and

WHEREAS, Exhibit Development Group, LLC intends to lease space and operate their business office at Union Depot; and

WHEREAS, Exhibit Development Group, LLC and Ramsey County Regional Railroad Authority have agreed upon a rental rate structure consistent with market rates for "C" class space in downtown St. Paul; and

WHEREAS, The Ramsey County Regional Railroad Authority requests the Board's approval of a lease with Exhibit Development Group, LLC for a period of eight (8) years from March 1, 2018 through February 28, 2026 in the amount of \$144,168.96; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves an eight (8) year lease for 2,432 square feet of space in Union Depot, 214 4th Street East, St. Paul, MN 55101 with Exhibit Development Group, LLC, 141 East 4th Street, Suite 103, Saint Paul, MN 55101, for the period of March 1, 2018 through February 28, 2026 in the amount of \$144,168.96; and Be It Further

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

LEASE AGREEMENT

UNION DEPOT

SAINT PAUL, MN

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

AS LANDLORD

AND

EXHIBITS DEVELOPMENT GROUP, LLC

AS TENANT

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LEASE AGREEMENT

This Lease Agreement ("Lease") is made as of November 21, 2017 and is by and between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota organized under the authority of Minnesota Statutes Chapter 398A (1986) ("Landlord"), and Exhibits Development Group, LLC a Minnesota limited liability company d/b/a Exhibits Development Group ("Tenant").

RECITALS:

A. Under the authority of Minnesota Statutes Chapter 398A Landlord has been given the authority to provide for the preservation and improvement of local rail service for agriculture, industry or passenger traffic (the "Governmental Program").

B. Landlord is the fee owner of the land (the "Real Property"), building and improvements located at 214 East 4th Street, Saint Paul, Minnesota, commonly known as "Union Depot".

C. Landlord has improved and operates Union Depot as a multi-modal transit and transportation hub in furtherance of and to conduct the Governmental Program.

D. Under the provisions contained in Laws of Minnesota 2001, Chapter 93, Sec. 11, Subd. 5 (the "G.O. Bonding legislation") the State of Minnesota has allocated \$10,267,500 under the grants (together, the "G.O. Grant"), given to Landlord (the "Public Entity") to assist in certain capital improvements and betterments of the Real Property as more particularly described and specified in the Amended and Restated Grant Agreement for Project No. 091-595-028 (\$9,767,500) dated November 10, 2014 and the Grant Agreement – Construction Grant (\$500,000) dated August 20, 2014 (together, the "Grant Agreement") and providing that Landlord, as the Public Entity, operate the Governmental Program at Union Depot and more specifically at the "Facility" as more particularly described in the Grant Agreement.

E. Landlord and Tenant desire and intend that in furtherance of the Governmental Program Tenant operate an area within the Facility.

F. Landlord has the authority to enter into this Lease, pursuant to Minnesota Statutes Chapter 398A for the purpose of operating the Governmental Program through having the multi-modal transportation hub including Tenant's intended use under this Lease. Landlord represents and warrants that Tenant's intended use under this Lease is in support of and in conjunction with and an element of the Landlord's program for Union Depot.

G. Landlord and Tenant desire and intend that this Lease be in furtherance of and conform to the requirements of Use Contracts as defined in the Grant Agreement.

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

DATA SHEET

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

- (a) "Union Depot": The multi-modal transit and transportation hub, including the Building and the Property, and all other improvements thereon, commonly known as Union Depot and located at 214 East 4th Street, Saint Paul, Minnesota 55101.
- (b) "Building": The building and improvements located on the Property.

- (c) "Property": The land and all improvements thereon, including the Building, legally described on attached Exhibit A.
- (d) "Premises": The area in the Building outlined on Exhibit B identified as Suite 170, Union Depot, 214 4th Street East, Saint Paul, MN 55101. The Premises consists of Suite 170 with 2,432 net leasable square feet.
- (e) "Common Areas": The common areas and common facilities in Union Depot including hallways, public bathrooms, loading docks, common entrances, lobbies, other public portions of the Building, and as further provided in Section 4 below.
- (f) "Base Rent" or "Rent": The amounts due from Tenant to Landlord in consideration of the Lease of the Premises as provided in Section 1 of this Lease (which shall be adjusted as provided in Section 3.1 and 3.3), as follows:

Suite 170:

Years 1-3: \$7.00 per square foot net leasable space (psf).
 Year 4: \$7.21 psf. (This rate reflects a 3% increase from years 1-3)
 Year 5: \$7.43 psf. (This rate reflects a 3% increase from year 4)
 Year 6: \$7.65 psf. (This rate reflects a 3% increase from year 5)
 Year 7: \$7.88 psf. (This rate reflects a 3% increase from year 6)
 Year 8: \$8.11 psf. (This rate reflects a 3% increase from year 7)

Year 1 - 8	Monthly Base Rent (Each Calendar Month)	Annual Base Rent (Base Rent per Lease Year)
Year 1: 3/1/2018 – 2/28/2019	\$1,418.66	\$17,024.00
Year 2: 3/1/2019 – 2/29/2020	\$1,418.66	\$17,024.00
Year 3: 3/1/2020 – 2/28/2021	\$1,418.66	\$17,024.00
Year 4: 3/1/2021 – 2/28/2022	\$1,461.23	\$17,534.72
Year 5: 3/1/2022 – 2/28/2023	\$1,505.81	\$18,069.76
Year 6: 3/1/2023 – 2/29/2024	\$1,550.40	\$18,604.80
Year 7: 3/1/2024 – 2/28/2025	\$1,597.01	\$19,164.16
Year 8: 3/1/2025 – 2/28/2026	\$1,643.63	\$19,723.52

- (g) "Commencement Date": March 1, 2018, and as further provided in Section 2.2 of this Lease.
- (h) "Landlord's Work": The improvements made to the Premises by Landlord, at Landlord's sole cost and expense, to modify the Premises for Tenant's Use as provided in Section 2 below and on Exhibit E. The Landlord's Work includes Landlord's Base Building Work as defined in Section 2.2 below and the tenant improvements to be constructed by Landlord as described on Exhibit E (the "Landlord Tenant Improvements").
- (i) "Termination Date": February 28, 2026, except as adjusted as provided in Section 2.2 of this Lease.
- (j) "Exhibits": The following exhibits are attached to this Lease and are incorporated in the Lease by reference:

Exhibit A - Legal Description of the Property
 Exhibit B - Premises
 Exhibit C - Rules and Regulations

Exhibit D - Form of Ratification Agreement
Exhibit E - Landlord Tenant Improvements
Exhibit F - Tenant's Work

(k) "Term" or "Lease Term": The term of this Lease is 8 years.

(l) Tenant's Address for Notice:

Exhibits Development Group, LLC
Union Depot, Suite 170
214 4th Street East
St. Paul, MN 55101
Attn: Amy Seitz, President

(m) Landlord's Address for Notice:

Ramsey County Regional Railroad Authority
Union Depot, Suite 200
214 4th Street East
St. Paul, MN 55101
Attn: Director

(n) Rent Payment Address:

Ramsey County Regional Railroad Authority
c/o Jones Lang LaSalle Americas, Inc.
Union Depot, Suite 300
214 4th Street East
St. Paul, MN 55101
Attn: General Manager

(o) "Tenant's Use": Tenant shall use the Premises for a business office and for no other use other than what is outlined in this Lease, which use Landlord represents and warrants is in furtherance of and in compliance with the Governmental Program and the Union Depot Use as defined in Section 5.3 below.

(p) "Security Deposit": None.

(q) "Rent Commencement Date": March 1, 2018, except as adjusted as provided in Section 2 below.

TERMS

SECTION 1 - PREMISES AND TERM

1.1. Premises. Landlord hereby leases to Tenant and Tenant hereby takes from Landlord, subject to the terms and conditions of this Lease (including the Data Sheet) and for the Term set forth above, the Premises identified above, together with the right to use in common with other users of Union Depot the Common Areas, all subject to the reasonable rules and regulations supplied by Landlord as adjusted from time to time, as provided in Section 5 below. The initial Rules and Regulations of Landlord are attached to this Lease as Exhibit C. Landlord shall have no right to relocate the Premises from the location outlined on Exhibit B attached hereto at any time during the Term.

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

1.3. Early Termination. This Lease shall terminate upon the termination of the statutory authority under which Landlord operates the Governmental Program. If the Governmental Program is terminated, or changed in a manner that precludes the operation of the Governmental Program in the portion of Union Depot where the Premises are located, Landlord may, at its sole election, terminate this Lease.

SECTION 2 – POSSESSION/CONSTRUCTION

2.1. Acceptance of the Premises. Except for the Landlord's Work as provided in Section 2.2 below, Tenant takes and accepts the Premises in their "as is" condition, and Tenant acknowledges that it has inspected the Premises and accepts them in their present condition as suitable for the purposes for which they are leased. Tenant further acknowledges that no representations as to the repair of the Premises, nor promises to alter, remodel or improve the Premises have been made by Landlord, except as may be provided in this Section 2 or elsewhere in this Lease. Except as provided in this Section 2, the taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises were at that time in good and satisfactory condition.

2.2. Delivery of Possession. Except as otherwise provided in this Section 2, Landlord shall deliver possession of the Premises with the Landlord's Work completed on or before the date specified above in the Data Sheet as the Commencement Date. Delivery of possession prior to such Commencement Date shall not affect the Termination Date of this Lease. Failure of Landlord to deliver possession of the Premises by the date provided above for the Commencement Date due to any cause beyond Landlord's control, or time required for construction, delays due to material shortages, strikes, or force majeure (as provided in Section 26.8 below of this Lease) shall automatically postpone the date of commencement of the Term and shall extend the Termination Date by periods equal to those which shall have elapsed between and including the date specified above for the Commencement Date and the date on which possession of the Premises is delivered to Tenant. Should the commencement of the Lease Term occur for any reason on a day other than the first day of a calendar month, then in that event solely for the purposes of computing the Term of this Lease, the Commencement Date of the Term shall become and be the first day of the first full calendar month following the date when Tenant's rental obligation commences, or the first day of the first full calendar month following the Commencement Date set out above in the Data Sheet (if such is other than the first date of a calendar month), whichever date is later, and the Termination Date shall be adjusted accordingly; provided however, that the Termination Date shall be the last day of a calendar month, which date shall in no event be earlier than the Termination Date set out in the Data Sheet. Prior to the commencement of the Term, Landlord shall have no responsibility or liability for loss or damage to fixtures, facilities or equipment installed or left on the Premises. Landlord will complete the following Base Building Improvements to prepare the Premises for occupancy and use by Tenant (the "Landlord's Base Building Work"): (i) Provide and install up to 15 surface mounted duplex receptacles, 5 GFI duplex receptacles and one 100 - Amp electrical sub panel; (ii) provide and install utilities/plumbing service lines to south end of Premises; (iii) polish and seal existing terrazzo floor tiles; (iv) seal concrete floor, replace plywood with infill replacement pieces and sand/refinish hardwood floors; and (v) provide and install adequate heating and cooling

capacity and distribution for Tenant's Use with local control in the Premises. Landlord will provide fire suppression systems throughout the Building and in the Premises with proof of inspection by the St. Paul Fire Department once completed and will provide the inspection compliance of the newly installed fire suppression systems in the Premises to Tenant. Landlord will complete the Landlord's Base Building Work and the Landlord Tenant Improvements prior to the Commencement Date.

2.3 Occupancy to Complete Tenant's Work. Upon taking occupancy of the Premises, Tenant shall, at Tenant's sole cost and expense, complete the finishing work listed on Exhibit F to prepare the Premises for Tenant's Use ("Tenant's Work"). Tenant's Work shall be completed in the manner required by and in accordance with the terms and conditions stated in Section 9.2 of this Lease that apply to the "Work" as defined in that Section and subject to all of the terms and conditions of Section 9.2 and elsewhere in this Lease. The Tenant's Work shall also include the installation of any telecommunications and data lines and wiring necessary for Tenant's business, subject to Landlord's obligation to install structural cable lines for dsl/phone lines for up to 12 locations as part of the Landlord Tenant Improvements. Tenant shall have the right to install within the Premises telecommunications and data equipment, lines and wiring for Tenant's business at the Premises ("IT Materials") as Tenant may reasonably determine provided that Tenant shall install the IT Materials at Tenant's sole cost and expense and subject to Landlord's consent, which consent shall not be unreasonably withheld, delayed or conditioned.

2.4 Early Access. If desired by Tenant, Landlord will allow Tenant access to the Premises upon the effective date of this Lease Agreement to enable Tenant to install data and telecommunications lines and equipment or furniture, provided, however that Tenant shall not interfere with the completion of Landlord's Work, and shall promptly repair any damages to the Premises of Union Depot by Tenant, or its contractors or agents. Any such early access to the Premises by Tenant will in no event constitute Tenant's taking possession of the Premises or in any way cause the Commencement Date to occur.

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

SECTION 3 - RENT

3.1. Base Rent. In consideration of the leasing of the Premises, Tenant agrees to pay to Landlord without setoff, deduction or demand, unless specifically provided for herein, at the address set forth in the Data Sheet, or at such other place as Landlord from time to time may designate in writing, Base Rent as set forth in the Data Sheet, on the Rent Commencement Date and continuing on the first day of each and every month thereafter for the next succeeding months during the balance of the Term. If the Term commences on a date other than the first day of a calendar month, Monthly Base Rent for such partial month, as the case may be, shall be obtained by multiplying the number of days in the term within such month by a fraction, the numerator of which is the Annual Base Rent and the denominator of which is 365. Landlord hereby covenants and agrees that Tenant is obligated only to pay the Base Rent and Tenant shall have no further obligation under this Lease or any other agreements related to Union Depot to pay any additional or other rent for common area costs, operating expenses, assessments, or any other costs incurred by Landlord or other third parties in connection with the operation, maintenance, or management of Union Depot.

3.2 Tenant's Personal Property Taxes. Tenant shall pay, prior to delinquency, directly to the applicable taxing authority, all personal property taxes assessed or levied upon its use and occupancy of the Premises, which is otherwise exempt from ad valorem real estate taxes as exempt public property, or upon the trade fixtures, furnishings, equipment and all other personal property of Tenant located in the Premises or upon Union Depot, and when possible, Tenant shall cause such trade fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the property of Landlord ("Tenant's Personal Property Taxes"). In the event any or all of Tenant's trade fixtures, furnishings, equipment or other personal property, or Tenant's occupancy of the Premises, shall be assessed and taxed with the property of Landlord,

Tenant shall within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's occupancy of the Premises, trade fixtures, furnishings, equipment or other personal property, pay to Landlord the amount set forth in the notice as Tenant's Personal Property Taxes.

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

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

3.5 Late Payments. Tenant recognizes that late payment of any Rent when due or of any other sum due under this Lease will result in administrative expense to Landlord which will be extremely difficult and impractical to ascertain and agrees that if any such amount is not paid within five (5) days when due and payable pursuant to this Lease, a late charge shall be imposed in the amount of \$150.00 and shall be reassessed with respect to each such amount due that is not paid within five (5) days of the due date. The provisions of this Section 3.5 shall not relieve Tenant of the obligation to timely pay Rent or any amount due on or before the date due, nor any of Landlord's remedies under this Lease, including but not limited to, as provided in Section 16 below.

SECTION 4 - TAXES

4.1 Real Estate Taxes. Landlord shall pay, at Landlord's sole cost and expense, all real property taxes and installments of special assessments payable therewith on any of the Union Depot land and improvements (collectively "Real Estate Taxes") payable during the Lease Term, except as provided in Section 3.2 above for Tenant's Personal Property Taxes.

SECTION 5 - COMMON AREAS AND USE OF UNION DEPOT

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

5.2 Use of the Common Areas. Landlord grants to Tenant, its employees, customers, and invitees, the non-exclusive right during the Term of this Lease to use the Common Areas from time to time constructed, such use to be common with the Permitted Users (provided, however, that use of the structural elements of Union

Depot is reserved to Landlord); and subject to such rules and regulations as may time to time be made by Landlord for the safety, comfort and convenience of the Permitted Users, and as consistent with the use of Union Depot as a mixed use, multi-modal transportation facility, as determined by Landlord (the "Rules and Regulations"). Tenant shall not at any time interfere with the rights of Landlord and other tenants, its and their employees, customers, and invitees, to use any part of the Common Areas. The initial Rules and Regulations are attached to this Lease as Exhibit C.

5.3 Landlord to Manage and Operate the Common Areas and Union Depot. Landlord agrees to manage, operate and maintain all Common Areas without contribution by Tenant, except for Base Rent. The manner in which such areas and facilities shall be maintained and the expenditures therefore shall be at the sole discretion of Landlord, who shall have the right to adopt and promulgate reasonable nondiscriminatory rules and regulations, from time to time, for use of the Common Areas and Union Depot, including the right to designate parking areas for the use of employees of tenants of Union Depot and to restrict such employees from parking areas designated exclusively for customers or the general public. Landlord shall have the right to use portions of the Common Areas for the purpose of displays, promotions, programs, or other uses which may be of interest to all or part of the general public, and as Landlord determines portions thereof may be used at Landlord's discretion for events open to the public, private receptions and other similar activities. Landlord shall have the right to close portions of the Common Areas from time to time for repairs, to prevent accruing of public rights therein, and for any other legitimate purpose including the Union Depot Use. Tenant acknowledges and agrees that Landlord has developed Union Depot as a multi-modal transportation hub and activity center and that Union Depot will be used for transportation purposes and for events and other activities, including public and private events and also restaurant, entertainment and other retail and similar activities without limitation as determined by Landlord, and that Union Depot is subject to easements, agreements for access and use and similar arrangements already established and to be established (individually and collectively, "Union Depot Use"). This Lease is expressly subject to Landlord's rights to have the Union Depot Use and Tenant agrees and acknowledges that the Union Depot Use is consistent with the reasonable use of Union Depot and shall not be deemed, construed or interpreted as interfering with Tenant's Use or Tenant's rights hereunder with respect to the Premises or the Common Areas or any of Union Depot.

SECTION 6 - USE

6.1 Use. The Premises may be used for a business office and for no other purpose. Tenant agrees to occupy the Premises upon the Commencement Date of the Term and thereafter to continuously operate the entire Premises for Tenant's Use during the Term of this Lease unless prevented from doing so by damage to the Premises, or other similar cause beyond Tenant's control, and to conduct its business at all times in good faith, in a reputable manner consistent with similar businesses in the Minneapolis-Saint Paul Metropolitan Area. Tenant: (i) shall promptly comply with all laws, ordinances and regulations affecting the Premises or Tenant's business therein, plus insurance company requirements affecting the cleanliness, safety, use and occupation of the Premises, and including compliance with the ADA as set forth in Section 9.3 below (ii) all laws, ordinances, and regulations pertaining to the generation, use, storage, removal, and disposal of hazardous substances, and (iii) shall not use or have any hazardous substances on or about the Premises other than as incidental and is customary in a business office use. Except as may be expressly provided in the Data Sheet, Landlord disclaims any warranty that the Premises or Union Depot are suitable for Tenant's Use or that the Union Depot Use is consistent or compatible with Tenant's Use. Tenant's use of the Premises shall be subject to the reasonable rules and regulations of Landlord as established from time to time including the initial Rules and Regulations attached hereto, provided that if modifications of the Rules and Regulations result in a material conflict with the terms and conditions expressly set forth in this Lease, or materially impair or interfere with Tenant's use of the Premises and its rights and obligations under this Lease (including the attached Rules and Regulations), this Lease and the attached Rules and Regulations shall control.

6.2 Prohibited Uses. Except ordinary operations of Tenant's use, which shall be subject to the reasonable rules and regulation of Landlord, Tenant shall not, obstruct the Common Areas or use the same for business or display purposes, abuse Union Depot or any of the fixtures or personal property of Union Depot, use plumbing for any purpose other than that for which constructed; make or permit any loud noise or offensive odor to emit from the Premises; create, maintain or permit a nuisance thereon; do any act tending to injure the

reputation of Union Depot; place or permit any radio, television, loud speaker or sound amplifier, or other devices similar to any of the foregoing outside of the Premises or at any place where the same may be seen or heard outside of the Premises; use or permit to be used entrances for delivery or pick-up of merchandise or supplies to or from the Premises other than in those areas of Union Depot designated as loading and delivery areas; permit trucks or other delivery vehicles while being used for any such purpose to be parked at any place within Union Depot.

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

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

SECTION 7 – UTILITIES AND SERVICES

7.1 Tenant's Obligations. Landlord represents and warrants that sanitary sewer, water, and electricity services are or will be available to Tenant at a point at the Premises as outlined in Landlord's Work. Tenant shall not install any additional utility services in the Premises and may only connect to electrical or other services provided in the Premises upon the approval of Landlord at Landlord's sole discretion. Tenant shall be responsible for and shall pay for any data and telecommunications services Tenant obtains directly from the provider subject to Landlord's obligation to install structural cable lines within the Premises. Tenant shall, at Tenant's sole expense, complete the janitorial work at the Premises and shall keep the Premises in a good, clean, sanitary and orderly condition. Tenant shall also remove trash, recycling, compost, and debris from the Premises and place in the designated receptacles at the location designated by Landlord for pick-up.

7.2 Landlord's Services. Landlord will provide sanitary sewer, water and electric services to the Premises commencing upon the Commencement Date and continuing thereafter until the expiration of the Term of this Lease. Landlord will provide janitorial, trash and recycling services in Union Depot. Landlord also agrees to furnish, at Landlord's expense, heat during the usual heating season and air conditioning during the usual air conditioning season that is adequate for Tenant's Use, all during normal business hours (the Operating Hours) as defined in this Lease, and will provide water and sanitary sewer service to Union Depot for the Common Areas, including the rest rooms of Union Depot, during the Operating Hours and as reasonably determined by Landlord as consistent with the use of Union Depot as a multi-modal transportation hub and Tenant's Use of the Premises. Landlord will provide an outdoor waste collection site with space designated for use by Tenant. Landlord will provide for pick-up from the outdoor waste collection site by Landlord's service providers, and the pick-up by Landlord's service providers shall at Landlord's expense.

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

SECTION 8 – REPAIRS

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

negligence or willful misconduct of Tenant, its agents, or employees or the misuse or abuse of Union Depot by Tenant, its employees or agents.

8.2. Facilities Serving the Premises. Landlord shall keep and maintain in good repair the heating, ventilating and air conditioning system (HVAC), plumbing, and electrical system serving the Premises at Landlord's expense, except that Tenant shall be responsible for the cost of any repair needed due to misuse by Tenant. Tenant shall promptly notify Landlord of the need for maintenance and repairs. Landlord shall, at all times, have access to the items, and may enter upon the Premises for the purpose of repair and maintenance as provided in this Section 8.2, provided that Landlord shall use commercially reasonable efforts not to interrupt Tenant's business operations in the Premises during such period of entry. Tenant shall pay the costs and expenses necessary to maintain, repair and replace all data and telecommunication lines exclusively serving the Premises, including all data and telecommunications lines serving and within the Premises. Tenant shall not alter any of the HVAC, plumbing or electrical system within the Premises without Landlord's prior written consent.

8.3 Tenant's Duty of Repair. Tenant shall, during the Term of this Lease, at Tenant's expense, keep the Premises in as good order, condition and repair as they were at the time Tenant took possession of the same, reasonable wear and tear and damage from fire and other casualties excepted, and except for Landlord's obligations as provided in Section 8.1 above. Tenant shall keep the Premises in a neat and sanitary condition and shall not commit any nuisance or waste on the Premises or in, on, or about Union Depot, throw foreign substances in the plumbing facilities, or waste any of the utilities furnished by the Landlord. All uninsured damage or injury to Union Depot caused by Tenant moving furniture, fixtures, equipment, or other devices in or out of the Premises or Union Depot or by installation or removal of furniture, fixtures, equipment, devices or other property of Tenant, its agents, contractors, or employees, due to carelessness, omission, neglect, improper conduct, or other cause of Tenant, its employees, agents, visitors, or licensees, shall be repaired, restored and replaced promptly by Tenant at its sole cost and expense to the satisfaction of Landlord. All repairs, restorations and replacements shall be in quality and class equal to the original work. Except as provided in Sections 8.1 and 8.2 of this Lease, Landlord shall have the right at Tenant's cost and expense, but shall not be obligated, to make repairs to the Premises, or any equipment, facilities or fixtures therein contained, or other equipment serving only the Premises even if located outside the Premises. If Landlord exercises its rights pursuant to this Section 8.3, Tenant shall reimburse Landlord for costs and expenses incurred hereunder within (30) days after Tenant's receipt of an invoice from Landlord evidencing such costs and expenses. Tenant shall permit no waste, damage, or injury to the Premises.

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

SECTION 9 – OFFICE FIXTURES, ALTERATIONS, SIGNS, NAME

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

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

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

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

9.4 Signs. Landlord, at Landlord's expense will produce, provide, and install signs consistent in size and design with Landlord's existing signage at Union Depot as follows: 1) a suite number sign at the Premises; 2) a storefront signage panel over the entrance to the Premises upon Landlord's receipt of Tenant's logo artwork; and 3) one signage panel on each of two exterior monument signs (Tenant will provide the digital graphic files for such signage). Landlord, at Landlord's expense shall also identify Tenant on the tenant electronic directories at Union Depot. Tenant shall not erect or install any exterior window or door signs, advertising media or window lettering or placards or other signs or install any interior window or door signs, advertising media or window or door lettering or placards or other signs without Landlord's prior written consent. Tenant shall not install any exterior light or fixtures, shades or awnings, or make any exterior decoration or painting, or make any changes to the exterior of the Premises.

SECTION 10 - RELEASES AND INDEMNITY

10.1 Tenant's Indemnification. Tenant agrees to indemnify Landlord, its officials, employees, and agents, harmless against and from any and all liability claim, loss, cost, damages, expense or action, by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from Tenant's occupancy or use of the Premises or Union Depot, the execution, performance, or breach or default on the part of Tenant in

the performance of any covenant or agreement on the part of Tenant to be performed pursuant to this Lease, or arising from any act or negligence, gross negligence or willful misconduct on the part of Tenant, or its agents, contractors, employees, licensees, or invitees, or arising from any accident, injury or damage to the extent caused by Tenant, its agents, or employees, to any person, firm or corporation (or similar entity) occurring during the Term of this Lease, in or about the Premises, and from and against all reasonable costs, attorney's fees, expenses and liabilities incurred in or about any such claim or action or proceeding which may be brought thereon; and in case any action or proceeding be brought against Landlord, its officials, employees or agents by reason of any such claim, Tenant, upon notice from Landlord, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to Tenant's insurer.

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

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

SECTION 11 – INSURANCE

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

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

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

- (a) Fire and All-Risk Property Insurance.
 - i. Coverage shall be written on a replacement cost basis for any personal property and/or improvements or betterments of Tenant at Union Depot.
 - ii. Tenant hereby waives and releases Landlord, its employees, agents, officials, and officers from all claims, liability and causes of action for loss, damage to or destruction of Tenant's property resulting from fire or other perils covered in the standard property insurance coverage. Tenant agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against Landlord.
- (b) Commercial General Liability Insurance.
 - i. Amounts
 - 1. \$1,500,000 per occurrence.
 - 2. \$2,000,000 general aggregate.
 - 3. \$2,000,000 products/completed operations total limit
 - 4. \$1,500,000 personal injury and advertising liability
 - 5. \$5,000 per person medical payment.
 - 6. \$100,000 fire/legal.
 - ii. The policy is to be written as acceptable to the Landlord.
 - iii. Landlord and Ramsey County, and their officials, employees and agents, shall be added to the policy as additional insureds, using ISO form CG 20 11 or its equivalent.
- (c) Workers' Compensation and Employer's Liability.
 - i. Workers' Compensation as required by Minnesota Statutes.
 - ii. Employer's Liability limits: \$500,000/\$500,000/\$500,000
- (d) All certificates of insurance shall provide that the insurance company gives Landlord thirty (30) days prior written notice of cancellation, non-renewal or any material changes in the policy.

This Section 11 of this Lease establishes minimum insurance requirements, and it is the sole responsibility of Tenant to purchase and maintain additional insurance that may be necessary in connection with this Lease.

- a. Certificates of insurance must indicate if the policies are issued pursuant to these requirements. Tenant shall not occupy the Premises until Tenant has obtained the required insurance and filed (an) acceptable Certificates of Insurance with Landlord. Copies of insurance policies shall be submitted to Landlord upon request.
- b. Nothing in this Lease shall constitute a waiver by the Landlord or Ramsey County of any statutory or common law immunities, limits, or exceptions on liability.
- c. Certificates shall specifically indicate if policy is written with an admitted or non-admitted carrier. Bests' Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

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

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

SECTION 12 – FIRE OR OTHER CASUALTY

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

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

SECTION 13 - EMINENT DOMAIN

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

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

13.2 Partial Taking. If any of the Premises shall be taken under the power of eminent domain, then Landlord or Tenant shall have the right either to terminate this Lease, or, subject, in the case of Tenant, to Landlord's rights of termination as set forth in this Section 13.2, to continue in possession of the remainder of the Premises upon notice in writing to the other party hereto within thirty (30) days after such taking of possession. In the event this Lease is not terminated pursuant to Section 12.2 of this Lease, all of the terms herein

provided shall continue in effect except that the Rent shall be equitably abated as to any portion of the Premises so taken and Landlord shall make all necessary repairs or alterations to the extent provided in Section 13.2. In the event that as a result of any such taking, Union Depot is not suitable for use for intercity passenger bus service, Landlord shall have the right to terminate this Lease as of the day possession shall be taken by giving Tenant written notice of termination within thirty (30) days after the taking of possession by such public authority.

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

SECTION 14 - ASSIGNMENT AND SUBLETTING

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

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

SECTION 15 - ACCESS TO PREMISES

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

SECTION 16 - DEFAULT OF TENANT AND REMEDIES

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

(a) Tenant shall fail to pay any monthly installment of Rent, or timely pay any Rent or any monies due from Tenant to Landlord, and such default shall continue for a period of ten (10) days after the due date;

(b) Tenant shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by Tenant, and such default shall continue for thirty (30) days after Tenant receives written notice from Landlord, except that if such default cannot with due diligence be cured within a period of thirty (30) days, if Tenant fails to proceed promptly after said notice and with all due diligence to commence to cure the same and thereafter to prosecute the curing of such default with all due diligence, it being intended that in connection with a default not susceptible of being cured with diligence within thirty (30) days, the time within which Tenant is to cure the same shall be extended for such period as may be reasonably necessary to complete the same with all due diligence but not to exceed ninety (90) days.

(c) Tenant shall have filed a petition in bankruptcy or for reorganization or for the appointment of a receiver or trustee for it or its property, or any similar petition, or shall have made an assignment for the benefit of creditors, or an order for relief shall have been entered in any proceeding under the Federal Bankruptcy Code in which Tenant is named as debtor and such petition is not vacated or withdrawn within sixty (60) days after the date of filing thereof.

(d) Any involuntary petition of the type or similar to those referred to in Section 16.1 of this Lease shall have been filed against Tenant and shall not be vacated or withdrawn within sixty (60) days after the date of filing thereof.

(e) Tenant shall have abandoned the Premises for 60 consecutive days.

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

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

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

16.5 Obligations of Tenant. No termination of this Lease pursuant to Section 12 and no Repossession of the Premises pursuant to Section 16.3 or otherwise shall relieve Tenant of its liabilities and obligations under this Lease, all of which shall survive any such termination or Repossession. In the event of any such termination or Repossession, whether or not the Premises shall have been re-let, Tenant shall pay to Landlord the Rent and other sums and charges to be paid by Tenant up to the time of such termination or Repossession, including interest, late fees, and thereafter, until the end of what would have been the Lease Term in the absence of such termination or Repossession, Tenant shall pay to Landlord, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of the Rent and such other sums and charges which would be payable under this Lease by Tenant if this Lease were still in effect, less the net proceeds, if any, of any reletting effected pursuant to the provisions of Section 16.4 after deducting all of Landlord's

expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage and management commissions, operating expenses, legal expenses, attorneys' fees, alteration costs, and expenses of preparation for such reletting. Tenant shall pay such current damages to Landlord monthly on the days on which the Base Rent would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover the same from Tenant on each such day.

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

16.7 Remedies upon Bankruptcy. If this Lease shall terminate by reason of the filing of a bankruptcy petition, as set forth in Section 16.1(c) above, Landlord shall be entitled, notwithstanding any other provisions of this Lease or any present or future law, to recover from Tenant or Tenant's estate (in lieu or the equivalent of the amount of all rent unpaid at the time of such termination) as damages for loss of the bargain, and not as a penalty, an aggregate sum which, at the time of such termination of this Lease, represents the excess, if any, of the then present worth of the aggregate of the Rent and other charges payable by Tenant hereunder that would have accrued for the balance of the Term, as the case may be, over the then present worth of the fair market rents and all other charges for the Premises for the balance of the initial term or any renewal term, as the case may be, unless any statute or rule of law prohibits such remedy. Nothing herein contained shall limit or prejudice Landlord's right to prove and obtain as liquidated damages arising out of such breach or termination the maximum amount allowed by any such statute or rule of law which may govern the proceedings in which such damages are to be proved whether or not such amount be greater, equal to, or less than the amount of the excess of the then present worth of the Rent and all other charges reserved herein over the then present worth of the fair market rents and all other charges, referred to above.

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

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

16.10 Landlord's Default. The failure of Landlord to observe, perform, or comply with any term or condition of this Lease within thirty (30) days after written notice from Tenant to Landlord shall constitute a default and breach of the Lease by Landlord ("Landlord's Default"); provided that in the event the cure of such failure reasonably requires more than thirty (30) days to complete, then there is no Landlord's Default if Landlord promptly commences the cure of such failure within the thirty (30) day period and, thereafter, diligently pursues the cure to completion. In the event Landlord discontinues Landlord's pursuit of a cure of the default, and thereafter fails to cure the default within sixty (60) days after written notice from Tenant to Landlord notifying Landlord that Landlord has discontinued Landlord's pursuit of a cure, then such failure shall constitute a Landlord's Default. In the event of a Landlord's Default, Tenant shall be entitled to any remedies available at law or in equity.

SECTION 17 - SURRENDER OF POSSESSION/HOLDING OVER

17.1 Surrender. At the expiration of the Term, whether by lapse of time or otherwise, Tenant shall surrender the Premises in good condition and repair, reasonable wear and tear and loss by fire or unavoidable insured casualty excepted. If the Premises are not surrendered at the end of the Term or the sooner termination

thereof, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises. Tenant shall promptly surrender all keys for the Premises to Landlord at the place then fixed for payment of Rent.

17.2 Holding Over. If Tenant remains in possession of the Premises after the expiration or termination of this Lease, it shall be deemed to occupying the Premises as a tenant at sufferance, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable; provided, however, that the Base Rent required to be paid by Tenant during any holdover period shall be one-hundred fifty percent (150%) of the amount of the Base Rent set forth above. No unauthorized holding over shall operate to renew or extend this Lease and Tenant shall indemnify Landlord against all claims for damages of any kind resulting from the holdover.

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

SECTION 18 - SUBORDINATION

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

18.2 Attornment. Tenant shall, upon demand, in the event any proceedings are brought for the foreclosure of, or in the event of an exercise of a power of sale under any mortgage, or other financing instrument made by Landlord covering the Premises, in writing to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease provided that such purchaser shall agree to recognize Tenant's rights hereunder as long as Tenant is not in default beyond the period allowed for cure hereunder.

SECTION 19 - NOTICES

Whenever under this Lease, provision is made for notice of any kind, such notice shall be in writing and shall be deemed sufficient to Tenant if actually delivered to Tenant or sent by registered or certified mail, return receipt requested, postage prepaid, to the last Post Office address of Tenant furnished to Landlord for such purpose, and to Landlord if actually delivered to Landlord or if sent by registered or certified mail, return receipt requested, postage prepaid, to the Landlord at the address furnished for such purpose or to the place then fixed for the payment of Rent. Notice shall be deemed effective upon receipt by either party when actually delivered to the party and if delivered by registered or certified mail upon deposit in the U.S. mail (and if more than one method is used, the earlier of the two).

SECTION 20 - ESTOPPEL STATEMENTS

Within ten (10) days after request therefore by Landlord, Tenant shall provide an estoppel statement in recordable form to any proposed mortgagee or purchaser of the Union Depot or any part thereof, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and there are no defenses or offsets

thereto, or stating those claimed by Tenant and certifying to such other matters as such party shall reasonably require. Landlord's mortgage lenders and purchasers shall be entitled to rely upon any statement so executed pursuant to this Section 20.

SECTION 21 - QUIET ENJOYMENT

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

SECTION 22 – SECURITY INTEREST

Tenant hereby grants to Landlord a security interest in all goods, chattels, fixtures and personal property belonging to Tenant, which now or are hereafter located in the Premises for Tenant's office use to secure all Rents due hereunder and all other covenants obligations of Tenant hereunder. In the event there is a security interest in said property which security interest is paramount and superior to the security interest herein created, Landlord may satisfy said paramount security interest and all sums paid in satisfying said security interest will be considered additional sums owned Landlord by Tenant hereunder. Tenant hereby acknowledges receipt of a true, full and complete copy of this Lease. Landlord, in the event of a default by Tenant of any covenant or condition herein contained, may exercise, in addition to any rights and remedies herein granted, all the rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law. Tenant agrees upon request of Landlord to execute and deliver to Landlord a financing statement evidencing such security interest.

SECTION 23 – RELATIONSHIP OF THE PARTIES

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

SECTION 24 – DATA AND AUDIT

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

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

SECTION 25 – WASTE REDUCTION

Tenant shall participate in Landlord's recycling program for at least four broad types of recyclable materials, including compostable materials, and shall favor the purchase of recycled products in its procurement processes. All reports, publications and documents produced as a result of this Lease shall be

printed on both sides of the paper, where commonly accepted publishing practices allow, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.

SECTION 26 – OTHER GENERAL

26.1 Equal Employment Opportunity. Tenant agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or age.

26.2 Prevailing Wage. With respect to any Alteration to the Premises or any service to maintain the Premises obtained or contracted by Tenant, Tenant and its contractors and subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. Tenant shall also submit evidence adequate in Landlord's determination that each contract provides that the contractor and each 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. Pursuant to the Ramsey County Prevailing Wage Ordinance No. 2013-329, the Prevailing Wage rate must be paid under any contract with Ramsey County or under a subcontract to that contract with Ramsey County with an anticipated Project completion cost value of over \$25,000. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which the unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which the unions do not have jurisdiction. 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.

Each contract for which Ordinance No. 2013-329 requires that the Prevailing Wage Rate must be paid shall contain the following statement:

"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 the Landlord, including, but not limited to termination of the agreement for cause, withholding of payments, and assessment of liquidated damages."

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

26.4 Debarment. Tenant acknowledges that Ramsey County has enacted Ordinance 2013-330, Ramsey County Debarment Ordinance, that prohibits Landlord from contracting with contractors who have been debarred or suspended by the State of Minnesota or by Ramsey County, and that Tenant shall not use any contractor for any or other work in or about the Premises who has been debarred or suspended by the State of Minnesota or by Ramsey County.

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

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

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

26.8 Force Majeure. Whenever a period of time is herein provided for either party to do or perform any act or thing, that party shall not be liable or responsible for any delays, and applicable periods for performance shall be extended accordingly, due to strikes, lockouts, riots, acts of God, shortages of labor or materials, national emergency, acts of a public enemy, governmental restrictions, laws or regulations, or any other cause or causes, whether similar or dissimilar to those enumerated, beyond its reasonable control. The provisions of this Section 26.8 shall not operate to excuse Tenant from prompt payment of Base Rent or other monetary payments required by the terms of this Lease.

26.9 Acceptance of Payment. No payment by Tenant or receipt by Landlord of a lesser amount than the amount then due under this Lease shall be deemed to be other than on account of the earliest portion thereof due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance due or pursue any other remedy provided in this Lease.

26.10 Memorandum of Lease. Upon request by Tenant, Landlord shall execute and deliver a memorandum of lease in recordable form setting forth the existence of this Lease and the Term ("Memorandum") and Tenant may elect to record the Memorandum in the real estate records of Ramsey County, Minnesota.

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

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

26.13 Compliance with Law. Tenant agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to Tenant's performance of the provisions of this Lease. It shall be the obligation of Tenant to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for Tenant to be able to operate its business and provide any services to be provided by Tenant.

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

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

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

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

26.18 G.O. Grant. In furtherance of the Governmental Program, as defined in the Recitals of this Lease, Landlord received the G.O. Grant. The term "G.O. Bonds" means the portion of the state general obligation bonds issues under the authority granted in Article XI, Section 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the G.O. Grant. Upon direction of the Commissioner of the Minnesota Department of Management and Budget, and any designated representative thereof, Landlord and Tenant shall, upon direction by the Commissioner, take such actions and furnish such documents to the Commissioner as the Commissioner determines to be necessary to ensure that the interest to be paid upon the G. O. Bonds is exempt from federal income taxation; provided that all actions required to be taken pursuant to this Section 26.18 shall be at Landlord's sole cost and expense and Tenant will not incur any additional costs or expenses in connection with its cooperation under this Section 26.18, and Tenant will be able to continue to operate in the Premises for the Tenant's Use and to use the Common Areas as set forth in this Lease. Landlord agrees to indemnify, defend and hold Tenant and its officers, employees and agents harmless from any claims, judgments, damages, fines, penalties, costs, liabilities (including sums paid in settlement of claims) or loss including reasonable attorneys' fees, but excluding consequential damages, which arise during or after the Term in connection with Landlord's breach of its obligations pursuant to the G.O. Grant and this Section 26.18.

26.19 Workforce Centers. Tenant shall list any vacant or new positions it may have at Union Depot with State of Minnesota Workforce Centers as required by Minnesota Statutes, Section 116L.66, that exists as

of the date of the Grant Agreement, and as it may be subsequently be amended, modified or replaced from time to time, for the Term of this Lease.

26.20 Counterparts and E-Mail Signatures. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Lease taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Lease by e-mail of a PDF file shall be equally as effective as delivery of an original executed counterpart of this Lease.

(Remainder of page intentionally left blank. Signature page follows.)

RCRRA 11/15/17

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

LANDLORD:

TENANT:

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

EXHIBITS DEVELOPMENT GROUP, LLC

Rafael E. Ortega, Chair

By: _____

Date: _____

Name: _____

Its: _____

Date: _____

Approval Recommended

Johanna Berg, Interim Director

Approved as to form and insurance:

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

Exhibit A
LEGAL DESCRIPTION OF UNION DEPOT

Head House Parcel

Lots 1, 2, 3, 4, 6, 7, 8, 10, 11, 13, 15, 17, 18, 19, 20, 22 and 25, Block 1, St. Paul Union Depot, according to the recorded plat thereof, Ramsey County, Minnesota.

Part of the above being registered land as evidenced by Certificate of Title No. 566973

NOTE: The Torrens portion being more particularly described as follows: That part of Lot 1, Block 1, St. Paul Union Depot, overlying the following described property: All that part of Lot 3, Block 28, St. Paul Proper, included within the following boundaries, to-wit: Commencing at a point on the Northwestern line of Lot 3 100.37 feet Southwesterly from the Northeasterly corner of Lot 1, Block 28, St. Paul Proper; thence Southeasterly a distance of 100.26 feet to a point on the Northwestern line of the alley shown in red upon a map or plat in the office of the Register of Deeds of Ramsey County, Minnesota, in "N" of Plans page 2, (which point is 100.90 feet Southwesterly from the Northeasterly line of said Lot 1, Block 28,) thence Southwesterly to a point in the Westerly line of said Lot 3 100.35 feet Southeasterly from the Northwestern corner of said Lot 3; thence Northwesterly along the Westerly line of said Lot 3 to the Northwestern corner thereof; thence Northeasterly along the Northwestern line of said Lot 3 to point of beginning.

"Fit Parcel"

Lot 9, Block 1, St. Paul Union Depot

"Leone Parcel"

Lots 16 and 21, Block 1, St. Paul Union Depot, Ramsey County, Minnesota, together with rights in declaration filed December 31, 2007 as Document Number 4072565.

Post Office Parcel

Parcel A:

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

Line "A":

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

Line "B":

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

41 minutes, 52 seconds West a distance of 68.24 feet, more or less, to intersection with the Easterly line of Jackson Street. Except Second Street.

Parcel B:

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

Parcel C:

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

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

Parcel D:

That part of vacated Broadway Street lying Southerly of the Southeasterly line of Kellogg Boulevard (East Third Street), City of St. Paul, Ramsey County, Minnesota, described as follows:

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

Together with

Parcel E:

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

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

Together with

Parcel F:

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

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

Together with

Parcel G:

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

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34°36'00" West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29, a distance of 7.37 feet; thence South 10°39'55" West a distance of 42.26 feet; thence South 34°36'00" East a distance of 198.14 feet to the point of beginning of the land to be described; thence continuing South 34°36'00" East a distance of 164.23 feet; thence South 62°49'05" West a distance of 81.26 feet to the Southwesterly line of Sibley Street; thence North 34°24'38" West along said Southwesterly line of Sibley Street, a distance of 125.06 feet; thence North 35°43'04" East a distance of 85.14 feet to the point of beginning.

And also together with

Parcel H:

An easement for bridge purposes over and across that part of Second Street lying between Sibley Street and Jackson Street and lying Southeasterly of a line described as:

Commencing at the Southeasterly corner of Lot 12, Block 30, City of St. Paul; thence on an assumed bearing of North 34 degrees 57 minutes 06 seconds West along the Easterly line of said Lot 12 a distance of 72.52 feet to the point of beginning of the line to be described; thence South 35 degrees 11 minutes 41 seconds

West a distance of 80.43 feet; thence Southwesterly along a tangential curve concave to the Northwest having a radius of 760.99 feet, a central angle of 13 degrees 42 minutes 54 seconds for a distance of 182.16 feet to the Easterly line of said Jackson Street and said line there terminating.

Parcel I:

An 80.5 foot wide aerial easement for skyway purposes over and above that part of Sibley Street right-of-way, the centerline of which is described as follows:

Commencing at the northwesterly corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees 36 minutes 00 seconds West, an assumed bearing, along the northwesterly extension of the southwesterly line of said Lot 29, a distance of 7.37 feet; thence South 10 degrees 39 minutes 55 seconds West, 42.26 feet; thence South 34 degrees 36 minutes 00 seconds East 126.34 feet to the point of beginning of the following described center line; thence South 55 degrees 15 minutes 57 seconds West 79.84 feet to the westerly right-of-way of said Sibley Street and there terminating. Sidelines of said skyway easement are prolonged or shortened to terminate at the easterly and westerly right-of-way of said Sibley Street.

The bottom plane of the vertical space contained within said easement shall be 726.00 feet (based on the NVGD 1929 data, City of St. Paul, Bench mark location northeastern corner of Second Street and Jackson Street, top nut hydrant elevation is 708.20 feet) on the easterly right-of-way line and 728.00 feet at the western right-of-way line of said Sibley Street; and a top plane elevation of the vertical plane of said easement shall be 32.00 feet above said elevations cited for the bottom plane, pursuant to Encroachment Permit Document Number 3832061.

Together with

Parcel J:

Bridge Easement and Air Rights over and across that part of Kellogg Boulevard described as follows:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34°36'00" West (assumed bearing) along the Northwesterly extension of the Southeasterly line of Block 29 a distance of 7.37 feet; thence North 55°39'55" East along the Southeasterly line of Kellogg Boulevard a distance of 139.15 feet; thence North 34°20'05" East a distance of 58.00 feet to the Northwesterly line of Kellogg Boulevard; thence North 55°39'55" East along said Northeasterly line of Kellogg Boulevard, a distance of 132.25 feet; thence South 34°20'05" East a distance of 58.00 feet, to said Southeasterly line of Kellogg Boulevard; thence South 55°39'55" West along said Southeasterly line of Kellogg Boulevard, a distance of 132.25 feet to the point of beginning, as established in Document Number 1962508.

HRA Parcel

SUBJECT TO CONSECO ROADWAY EASEMENT RSRVATION

All that part of Blocks 72, 73, 75, 76, 77, 78, 79, 80, 84 and 85, Kittson's Addition, The levee, Kellogg Boulevard, First Street (formerly Conway Street), Water Street, Kittson Street, Neill Street, Willius Street, Locust Street, John Street, Olive Street and Pine Street as opened, not opened or vacated, all in the Southwest Quarter of Section 32, Township 29, Range 22, and the Northwest Quarter of Section 5, Township 28, Range 22, Ramsey County, Minnesota described as follows:

Beginning at a point on the northeasterly line of vacated Broadway Street and its extension southeasterly which bears South 34 degrees 28 minutes 05 seconds East on an assumed bearing a distance of 454.85 feet from the intersection of said northeasterly line of vacated Broadway Street and the southeasterly line of Kellogg Boulevard, said point being on a line approximately 25 feet northwesterly or westerly of the most northwesterly

rail of the trackage to the southeast, and said line is hereinafter known as Line B; thence North 55 degrees 17 minutes 42 seconds East along said Line B a distance of 338.58 feet; thence northeasterly along said Line B along a curve concave to the southeast having a radius of 5824.29 feet and a central angle of 1 degree 56 minutes 11 seconds a distance of 196.83 feet; thence North 57 degrees 13 minutes 53 seconds East along said Line B a distance of 103.76 feet; thence northeasterly along said Line B along a curve concave to the northwest having a radius of 6066.68 feet and a central angle of 1 degree 55 minutes 16 seconds a distance of 203.41 feet; thence North 55 degrees 18 minutes 37 seconds East along said Line B a distance of 606.41 feet; thence northeasterly along said Line B along a curve concave to the northwest having a radius of 586.31 feet and a central angle of 71 degrees 08 minutes 30 seconds a distance of 727.99 feet; thence North 11 degrees 26 minutes 12 seconds West along said Line B a distance of 112.08 feet to its intersection with the centerline of Kellogg Boulevard; thence South 55 degrees 40 minutes 57 seconds West along said centerline of Kellogg Boulevard a distance of 44.14 feet to the point of beginning of Line A, the southeasterly line of that property described in Document Numbers 2263023 and 2313361; thence southerly along said Line A along a non-tangential curve concave to the West having a radius of 622.44 feet and a central angle of 31 degrees 02 minutes 10 seconds, chord bearing South 2 degrees 14 minutes 37 seconds West, chord of 333.06 feet, a distance of 337.17 feet to a point of compound curve; thence southwesterly along said Line A along a curve concave to the northwest having a radius of 398.86 feet and a central angle of 37 degrees 33 minutes 02 seconds a distance of 261.40 feet; thence South 55 degrees 18 minutes 45 seconds West along said Line A a distance of 348.92 feet; thence southwesterly along said Line A along a tangential curve concave to the northwest having a radius of 946.37 feet and a central angle of 7 degrees 09 minutes 11 seconds a distance of 118.15 feet; thence South 62 degrees 27 minutes 51 seconds West along said Line A a distance of 379.75 feet; thence South 69 degrees 37 minutes 02 seconds West along said Line A a distance of 480.15 feet; thence South 76 degrees 46 minutes 12 seconds West along said Line A a distance of 284.84 feet to the point of termination of said Line A on the northeasterly line of vacated Broadway Street, said point bearing South 34 degrees 28 minutes 05 seconds East a distance of 57.74 feet from the intersection of the southeasterly line of Kellogg Boulevard and the northeasterly line of vacated Broadway Street; thence South 34 degrees 28 minutes 05 seconds East along said northeasterly line of vacated Broadway Street and its extension southeasterly a distance of 397.11 feet to the point of beginning.

Together with the appurtenant easements contained in that certain Easement dated September 17, 1984, filed November 26, 1991, as Document No. 2625628 and together with the appurtenant easements contained in that certain Easement dated April 8, 1977, filed April 15, 1977, as Document No. 1962511 and together with the appurtenant easement contained in that certain Quit Claim Deed dated April 14, 1977, filed April 15, 1977, as Document No. 1962508.

(PIN NO. 32-29-22-34-0018)

Surface Lot Parcel

All that part of Blocks 68, 69, 70, 72, 73, 76 and 84, Kittson's Addition, Lots 1, 2, 3 and 4, Ewing and Chutes Subdivision of Lot 5 of said Block 69, vacated alleys in said Blocks 68, 69, 70 and vacated Willius Street (College Street), Neill Street, Kittson Street, First Street and Water Street lying within the following described lines:

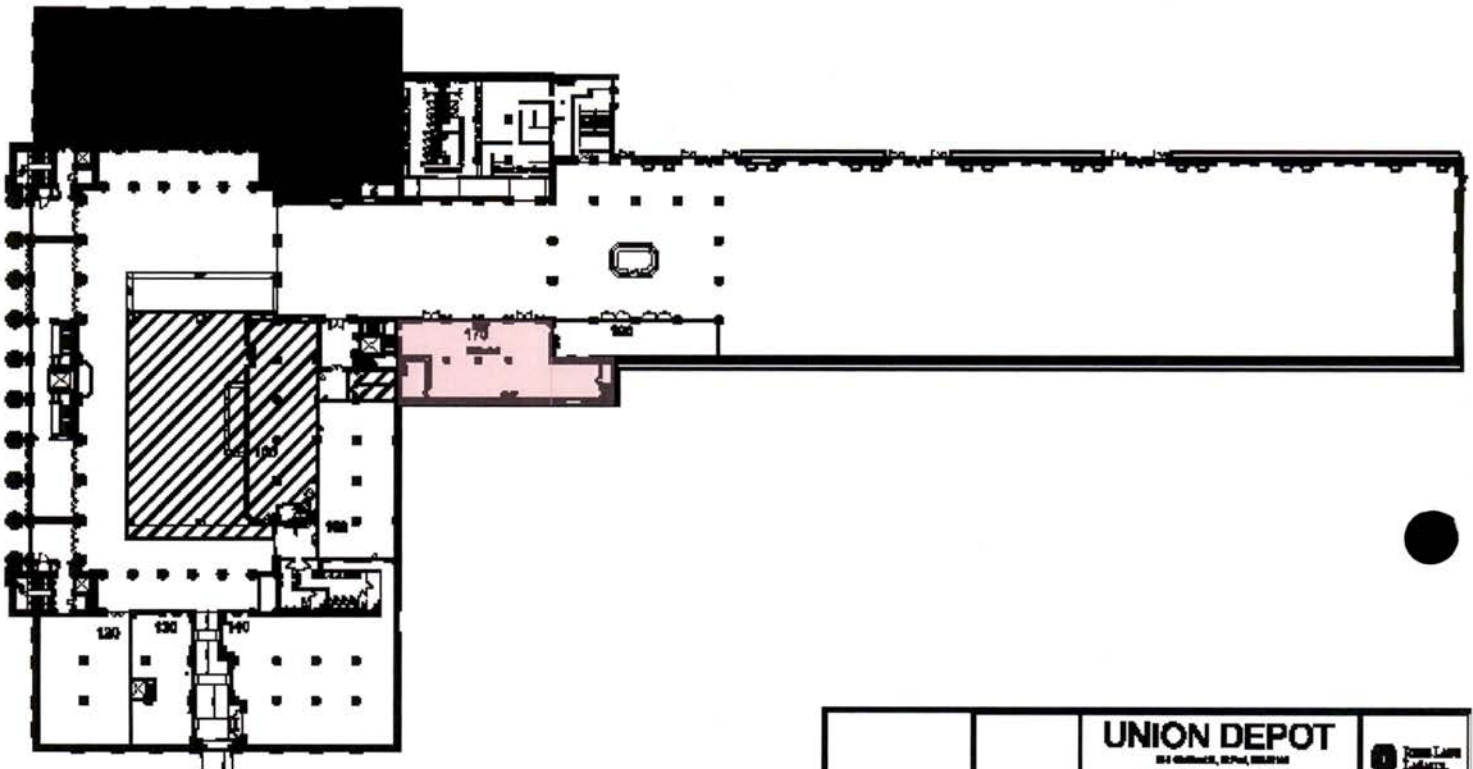
Commencing in the Northeasterly line of Block 4, Hopkins Addition, which line is also the Southwesterly line of vacated Broadway Street in said City of St. Paul and bears South 34 degrees 05 minutes 48 seconds East from a point therein distant 54.12 feet from the Northerly corner of said Block 4; thence North 63 degrees 39 minutes 00 seconds East along the Southerly line of vacated Broadway Street (being the Southerly line of Water Street produced Westerly) for 40.37 feet to the center line of said vacated Broadway Street; thence North 34 degrees 05 minutes 48 seconds West along said center line of vacated Broadway Street for 14.42 feet; thence North 77 degrees 07 minutes 25 seconds East 327.77 feet; thence North 69 degrees 58 minutes 15 seconds East 480.15 feet; thence North 62 degrees 49 minutes 05 seconds East 379.76 feet; thence along a curve to the left having a radius of 946.37 feet, and to which the last described course is tangent for 14.00 feet, delta angle 0 degrees 50 minutes 53 seconds, a long chord of 14.00 feet bears North 62 degrees 23 minutes 29 seconds East to the point of beginning of the lines to be herein described; thence continuing along a curve to the left 104.14 feet, delta angle of 6 degrees 18 minutes 17 seconds, a long chord of 104.08 feet bears North 58 degrees 49 minutes 04 seconds East for 348.92

feet; thence along a curve to the left having a radius of 398.86 feet, to which the last described course is tangent, 261.40 feet, delta angle of 37 degrees 32 minutes 59 seconds, a long chord of 256.75 feet bears North 36 degrees 53 minutes 25 seconds East to a point of compound curve; thence Northerly along a curve to the left having a radius of 622.44 feet, delta angle of 27 degrees 44 minutes 23 seconds, a long chord of 298.42 feet bears North 4 degrees 14 minutes 42 seconds East a distance of 301.35 feet to the Southeasterly line of Kellogg Boulevard (Third Street); thence South 55 degrees 52 minutes 11 seconds West along said Southeasterly line 880.92 feet; thence South 34 degrees 07 minutes 49 seconds East 313.34 feet to the point of beginning, according to the recorded plat thereof, and situate in Ramsey County, Minnesota.

Abstract Property.

(PIN NO. 32-29-22-34-0011)

Exhibit B
PREMISES - SUITE 170



		UNION DEPOT 311 GARDEN ST, SEATTLE, WA 98104		 Union Depot Public Property
		FIRST LEVEL LEASE PLAN		
		THIS PLAN IS A REPRESENTATION OF THE LEASED PREMISES AND DOES NOT CONSTITUTE A WARRANTY OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE LEASEE SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION PROVIDED HEREON.		DATE: 03/01/2014

Exhibit C
RULES AND REGULATIONS

1. The sidewalks, entrances, passages, lobbies, plazas, elevators, escalators, stairways, vestibules, corridors, halls and other public portions of the Building ("Public Areas") and the corridors in the basement of the Building shall not be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from its Premises, and no tenant shall permit any of its employees, agents, licensees or invitees to congregate or loiter in any of the Public Areas. No tenants shall invite to, or permit to visit its Premises, persons in such numbers or under such conditions as may interfere with the use and enjoyment by others of the Public Areas. Fire exits and stairways are for emergency use only, and they shall not be used for any other purposes by any tenant, or the employees, agents, licensees or invitees of any tenant. Landlord reserves the right to control and operate, and to restrict and regulate the use of the Public Areas and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally, including the right to designate an elevator for delivery service, and the right to designate which Building entrances shall be used by persons making deliveries in the Building. No doormat or any kind whatsoever shall be placed or left in any public hall or outside any entry door of the Premises. Tenant shall not place objects against glass partitions or doors or windows which would be unsightly from the covered pedestrian space, or passageways, or from the exterior of the Building, and will promptly remove the same upon notice from Landlord.
2. Without the consent of Landlord, (a) no awnings or other projections shall be attached to the exterior side of any walls of the Premises, and (b) no curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with any window or door of the Premises. Such curtains, blinds, shades or screens must be of a quality, type, design and color, and attached in the manner approved by Landlord. In order that the Building can and will maintain a uniform and high quality appearance to those persons outside of the Premises, each tenant shall (x) in areas where lighting is visible from the outside of its Premises, use only lighting which has been previously approved by Landlord, and (y) in window areas, use only blinds which have previously approved by Landlord.
3. Tenant agrees that all receiving and delivery of goods and merchandise and all removal of merchandise, supplies, equipment, garbage, trash, rubbish and refuse shall be made only by way of the areas provided therefor by Landlord and in accordance with procedures and at the hours specified, from time to time, by Landlord. Garbage, trash, rubbish and refuse shall be kept in a sanitary and adequate closed container so as not to be visible to the public.
4. Neither the sashes, sash doors, skylights or windows that reflect or admit light and air into the halls, passageways or other public places in the Building nor the heating, ventilating and air conditioning vents and doors shall be covered or obstructed by any tenant, nor shall any bottles, parcels or other articles be placed on the window sills. Tenant shall have no right to remove or change shades, blinds or other window coverings within the Premises without Landlord's consent.
5. No showcases or other articles shall be put by Tenant in front of or affixed to any part of the exterior of the Building, nor placed in the Public Areas.
6. No acids, vapors or other materials harmful to the waste lines, vents or flues shall be discharged, or permitted to be discharged, into the waste lines, vents or flues of the Building. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were designed and constructed, and no sweepings, rubbish, rags, acids or other foreign substances shall be thrown or deposited therein. Nothing shall be swept or thrown into the Public Areas or other areas of the Building, or into or upon any heating or ventilating vents or registers or plumbing apparatus in the Building, or upon adjoining buildings or land or the street. The cost of repairing any damage resulting from any misuse of such fixtures, vents, registers and apparatus and cost of repairing any damage to the Building, or to any facilities of the Building, or to any adjoining building or property, caused by any tenant, or the employees, agents, concessionaires, licensees, customers or invitees of such tenant, shall be paid by such tenant.

7. No Tenant shall mark, paint, drill into, or in any way deface, any part of its Premises or the Building, except with the written consent of, and as directed by, Landlord. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of, and as directed by, Landlord. No telephone, telegraph or other wires or instruments shall be introduced into the Building by any tenant except in a manner approved by Landlord. No tenant shall lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the Premises, and, if tile or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.
8. No bicycles, vehicles, animals (except service animals), fish or birds or any kind shall be brought into, or kept in or about, the Premises or the Building.
9. No noise, including music, the playing of musical instruments, recordings, radio or television, which, in the sole judgment of Landlord, might disturb other tenants or persons in the Building or the operations thereof, shall be made or permitted by any tenant; provided, however, the foregoing shall constitute an Immediately Remedial Condition which if immediately cured by Tenant upon Landlord's request, the occurrence of such noise shall not constitute a default under the Lease. Nothing shall be done or permitted by any tenant which would impair or interfere with the use or enjoyment by any other tenant or persons of any other space in the structure.
10. Nothing shall be done or permitted in the Premises or the Building, and nothing shall be brought into, or kept in or about the Premises or the Building, which would impair or interfere with any of the Building equipment or the services of the Building or the proper and economic heating, cleaning or other services of the Building or the Premises, nor shall there be installed by any tenant any ventilating, air conditioning, electrical or other equipment of any kind which, in the judgment of Landlord, might cause any such impairment or interference. No tenant, nor the employees, agents, concessionaires, licensees, customers or invitees of any tenant, shall at any time bring or keep upon its Premises or other area of the Building any highly inflammable, combustible (which shall not be deemed to include newsprint) or explosive fluid, chemical or substance.
11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in locks or the mechanism thereof, without Landlord's consent. Tenant shall supply to Landlord duplicate keys to locks installed by Tenant. Duplicate keys for the Premises and toilet rooms shall be procured only from Landlord, and Landlord may make a reasonable charge therefor. Each tenant shall, upon the expiration or sooner termination of the Lease of which these Rules and Regulations are a part, turn over to Landlord all keys to stores, offices and toilet rooms, either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys furnished by Landlord, such tenant shall pay to Landlord the cost of replacement locks.
12. All removals, or the carrying in or out of any safes, freight, furniture, packages; boxes, crates or any other object or matter of any description shall take place only during such hours and in such manner as Landlord may from time to time determine, which may involve overtime work for Landlord's employees. Tenant shall reimburse Landlord for extra costs incurred by Landlord including cost of such overtime work. Landlord reserves the right to inspect all objects and matter to be brought into the Building and to exclude from the Building all objects and matter which violate any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. Landlord may install, maintain and discontinue such security measures and systems as Landlord deems appropriate (and Landlord agrees not to discriminate solely against Tenant in Landlord's determination to discontinue security measures and systems), but the establishment and enforcement thereof shall not impose any responsibility on Landlord for the protection of any tenant against any injury to a tenant or to any other person, or for any damage to, or loss of, any of tenant's personal property or of the property of any other person. Landlord shall in no way be liable to any tenant for damages or loss arising from the admission, exclusion or ejection of any person to or from the Premises or the Building under the provisions of this Rule 12 or of Rule 14 hereof.

13. Landlord shall have the right to prohibit any advertising or identifying sign by any tenant which, in the judgment of Landlord, tends to impair the appearance or reputation of the Structure or the desirability of the Structure as a mixed-use building, and upon written notice from Landlord, such tenant shall refrain from and discontinue such advertising or identifying sign.
14. If Landlord institutes a pass system for entrance to the Building after Operating Hours, Landlord reserves the right to exclude from the Building all employees of any tenant who do not present a pass to the Building signed by such tenant. Landlord or its agent will furnish passes to persons for whom any tenant requests the same in writing. Landlord reserves the right to require all other persons entering the Building to sign a register, to be announced to the tenant such person is visiting, and to be accepted as a visitor by such tenant or to be otherwise properly identified (and, if not so accepted or identified, reserves the right to exclude such persons from the Building) and to require persons leaving the Building to sign a register or to surrender a pass given to such person by the tenant visited. Each tenant shall be responsible for all persons for whom it requests any such pass or any person who such tenant so accepts, and such tenant shall be liable to Landlord for all acts or omissions of such persons. Any person whose presence in the Building at any time shall, in the judgment of Landlord, be prejudicial to the safety, character, security, reputation or interests of the Building or the tenants of the Building may be denied access to the Building or may be ejected from the Building. In the event of invasion, riot, public excitement or other commotion, Landlord may prevent all access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of tenants and the protection of property in the Building.
15. All entrance doors in its Premises shall be kept locked by each tenant when its Premises are not in use.
16. Each tenant shall, at the expense of such tenant, provide light and power for the agents, contractors and employees of Landlord while making repairs or alterations in and for the benefit of the Premises.
17. The Premises shall not be used or appear to be used for lodging or sleeping or for any immoral or illegal purpose.
18. The requirements of tenants will be attended to only upon application at the office of the Landlord. Employees of Landlord shall not perform any work or do anything outside of their regular duties, unless under special instructions from Landlord.
19. Other than retail selling within a tenant's Premises, canvassing, soliciting and peddling in the Building are prohibited and each tenant shall cooperate to prevent the same.
20. The employees, agents, concessionaires, and licensees of any tenant shall not loiter around the Public Areas or the front, roof or any part of the Building used in common by other occupants of the Building. Tenants shall not permit loitering within their Premises.
21. There shall not be used in any space, or in the Public Areas either by any tenant or by others, in the moving or delivery or receipt of safes, freight, furniture, packages, boxes, crates, paper, office material or any other matter or thing, any hand trucks except those equipped with rubber tires, side guards and such other safeguards as Landlord shall require. No hand trucks shall be used in passenger elevators.
22. Tenant shall not cause or permit any odors of cooking or other processes, or any odors, whether deemed pleasant or unpleasant, to emanate from the Premises. No cooking shall be done in its Premises or except as is expressly permitted in the Lease of which these Rules and Regulations are a part.

23. All paneling, doors, trim or other wood products not considered furniture shall be of fire-retardant materials. Before installation of any such materials, certification of the materials' fire-retardant characteristics shall be submitted to and approved by Landlord, and installed in a manner approved by Landlord.
24. Whenever any tenant shall submit to Landlord any plan, agreement or other document for the consent or approval of Landlord, such tenant shall pay to Landlord, on demand, a processing fee in the amount of the reasonable fees for the review thereof, including the services of any architect, engineer or attorney employed by Landlord (whether or not Landlord's in-house staff) to review such plan, agreement or document.
25. Tenant shall not operate any coin or token-operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages, or services, including pay telephones, pay lockers, pay toilets, scales, amusement devices and machines for the sale of beverages, foods, candy, cigarettes or other commodities, without the prior written consent of Landlord.
26. No load will be placed on any floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry.
27. Landlord reserves the right to rescind, alter, waive or add, as to one or more or all tenants, any rule or regulation at any time prescribed for the Building when, in the reasonable judgment of Landlord, Landlord deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Building, or the preservation of good order therein, or the operation or maintenance of the Building or the equipment thereof, or the comfort of tenants or others in the Building. No rescission, alteration, waiver or addition of any rule or regulation in respect of one tenant shall operate as a rescission, alteration or waiver in respect of any other tenant.

Exhibit D
FORM OF RATIFICATION AGREEMENT

THIS RATIFICATION AGREEMENT ("Agreement") is made and entered into as of _____, 2018 by and between Ramsey County Regional Railroad ("Landlord"), and Exhibits Development Group, LLC ("Tenant").

RECITALS

A. Landlord and Tenant entered into a lease dated _____, 2018 ("Lease") for certain premises located at Suite 170, Union Depot, 214 4th Street East, St. Paul, Minnesota (the "Premises").

B. Landlord and Tenant desire to execute this Agreement to memorialize the final Commencement Date and Termination Date of the Lease and acknowledgment of delivery of the Premises in the condition required by the Lease.

NOW, THEREFORE, Landlord and Tenant state and agree:

1. Tenant acknowledges that on _____, 2018 Landlord delivered the Premises to Tenant in the condition required by the Lease.
2. The final Commencement Date is _____, 2018.
3. The Rent Commencement Date is _____, 2018.
4. The Termination Date of the Term of the Lease (the Initial Term) shall be _____, 202_.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the date first written above.

RAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY:

EXHIBITS DEVELOPMENT GROUP, LLC

Director

By _____

Its: _____

Approved as to form:

Assistant Ramsey County Attorney

Exhibit E
LANDLORD TENANT IMPROVEMENTS

Landlord agrees, in addition to the Landlord's Base Building Work and other construction obligations of Landlord set forth in the Lease, to construct and install the following in the Premises, prior to the Commencement Date, as part of the Landlord's Work. Tenant may select the specific materials for the applicable portions of the Landlord Tenant Improvements by providing written notice thereof to Landlord within five (5) days of receipt of Landlord's written request for material selections. If Tenant does not provide such written notice to Landlord, then such materials may be selected by Landlord in its reasonable discretion.

- Purchase fixtures/equipment and install floor mounted level storage-cabinets (up to 6 lineal ft.) with laminate countertop in kitchenette/break area at a cost not to exceed \$7,000.00.
- Build and install wood base slope platform located between the north and south side entrance doors. The wood base slope platform will be built with approximate measurements of 25.5 ft. x 8.5 ft. Finish wood base slope platform with carpet squares and vinyl base. If required by code, install a guard rail around necessary sections of the wood deck slope platform. Price not to exceed \$13,000.00.
- Provide and install up to 12 light fixtures. Price not to exceed \$17,000.00.
- Provide and install structural cable lines for dsl/phone lines for up to 12 locations. Price not to exceed \$6,000.00.
- Landlord represents and warrants to Tenant that that the Premises will be free of toxic or hazardous substances as of the Commencement Date. Landlord agrees to indemnify, defend and hold Tenant and its officers, employees and agents harmless from any claims, judgments, damages, fines, penalties, costs, liabilities (including sums paid in settlement of claims) or loss including reasonable attorneys' fees, consultants' fees and experts' fees which arise during or after the Term in connection with Landlord's breach of the foregoing representation and warranty, including costs of remediation.

Exhibit F
TENANT'S WORK

Tenant agrees to complete the following work in the Premises as the Tenant's Work.

- Install five sets of iron pipe wall/office dividers. The iron pipe/wall office dividers will be anchored into the wood floors and in the grout lines on the brick walls. The iron pipe wall office dividers will be anchored in with the stabilizers.
- Hang fabric consisting of velvet and or burlap on the iron pipe wall/office dividers.
- Install projector mount platform on pillar. Projector mount platform estimated measurements are 2 ft. x 2 ft.

The Ramsey County Regional Railroad Authority met in regular session at 9:49 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 December 12, 2017 is 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			

3. Minutes from November 28, 2017 are Presented for Approval**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			

4. **Approval of the 2018-2019 Ramsey County Regional Railroad Authority Budget and the 2018 Tax Levy (Resolution R2017-32)**

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 Proposed 2018 Ramsey County Regional Railroad Authority budget is \$22,082,576; and

WHEREAS, The Proposed 2019 Ramsey County Regional Railroad Authority budget is \$23,946,718; and

WHEREAS, The Ramsey County Regional Railroad Authority certified a proposed maximum levy of \$22,524,228 for 2018 on September 12, 2017, which represents an increase of 6.3% from 2017; and

WHEREAS, Two Public Hearings were held to receive public testimony on the budget: on September 12, 2017 at 1:00 p.m. in Council Chambers at the Ramsey County Courthouse 15 West Kellogg Blvd., St. Paul MN 55102, and on November 27, 2017 at 6:30 p.m. at Ramsey County Shoreview Library, 4560 Victoria Street, Shoreview, MN 55126; and

WHEREAS, This request is to approve the 2018-2019 Ramsey County Regional Railroad Authority Budget and the 2018 Tax Levy; and

WHEREAS, the Ramsey County Regional Railroad Authority Board will certify a maximum tax levy, hold Public Hearings, and approve a final budget and tax levy for 2019 in 2018; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the 2018 budget of \$22,082,576; and the 2019 budget of \$23,946,718; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves 2018 Tax Levy of \$22,524,228, as summarized below.

	Operating	Capital	2018 RRA Total
Budget	12,248,800	9,833,776	22,082,576
Estimated Tax Delinquency	244,976	196,676	441,652
Total Tax Levy	12,493,776	10,030,452	22,524,228

STATE OF MINNESOTA; COUNTY OF RAMSEY)) SS.

I, Johanna Berg, Acting Director—Ramsey County Regional Railroad Authority, do hereby certify that the foregoing is a true and correct copy of the Resolution R2017-32, adopted by the Ramsey County Regional Railroad Authority on December 12, 2017.

Johanna Berg, Acting Director
Ramsey County Regional Railroad Authority

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

6. **Adjournment**

Chair Ortega declared the meeting adjourned at 9:57 am.


Sandra Jacobson, Administrative Secretary

Regional Railroad Authority Meeting
December 12, 2017 – ROLL CALL

Call to Order: 9:49 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 December 12, 2017 is presented for approval

Moved: SM

Seconded: VR

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

3. Minutes from November 28, 2017 are presented for approval

Moved: TC

Seconded: VR

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

ADMINISTRATIVE ITEM

4. Approval of the 2018-2019 Ramsey County Regional Railroad Authority Budget and the 2018 Tax Levy

Moved:

JM

Seconded:

VR

YEA

NAY

ABSENT

Janice Rettman

Toni Carter

Blake Huffman

Jim McDonough

Mary Jo McGuire

Victoria Reinhardt

Rafael Ortega

		✓	
✓			
✓			
✓			
✓			
✓			
✓			

5. Corridor Updates

6. Adjournment

Meeting adjourned at 9:57 am.



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

AGENDA

Tuesday, December 12, 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. **R2017-74 Agenda of December 12, 2017 is Presented for Approval**
Approve the agenda of December 12, 2017.

3. **R2017-75 Minutes from November 28, 2017 are Presented for Approval**
Approve the minutes from November 28, 2017.

4. **R2017-73 Approval of the 2018-2019 Ramsey County Regional Railroad Authority Budget and the 2018 Tax Levy**
 1. Approve the 2018 budget of \$22,082,576 and the 2019 budget of \$23,946,718.
 2. Approve the 2018 Tax Levy of \$22,524,228.

5. **Corridor Updates**

6. **Adjournment**

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-74

Committee: Regional Railroad Authority

Meeting Date: 12/12/2017

SUBJECT: Agenda of December 12, 2017 is Presented for Approval

REQUESTED ACTION

Approve the agenda of December 12, 2017.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-75

Committee: Regional Railroad Authority

Meeting Date: 12/12/2017

SUBJECT: Minutes from November 28, 2017 are Presented for Approval

REQUESTED ACTION

Approve the minutes from November 28, 2017.

ATTACHMENTS

1. Draft Minutes

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-73

Committee: Regional Railroad Authority

Meeting Date: 12/12/2017

SUBJECT: Approval of the 2018-2019 Ramsey County Regional Railroad Authority Budget and the 2018 Tax Levy

REQUESTED ACTION

1. Approve the 2018 budget of \$22,082,576 and the 2019 budget of \$23,946,718.
2. Approve the 2018 Tax Levy of \$22,524,228.

EXECUTIVE SUMMARY

The proposed 2018 RCRRA budget is \$22,082,576. The proposed 2019 RCRRA budget is \$23,946,718. The RCRRA Board certified a proposed maximum levy of \$22,524,228 for 2018 on September 12, 2017, which represents an increase of 6.3% from 2017.

Two Public Hearings were held to receive public testimony on the budget: on September 12, 2017 at 1:00 p.m. in Council Chambers at the Ramsey County Courthouse, 15 West Kellogg Boulevard, St. Paul, MN 55102, and on November 27, 2017 at 6:30 p.m. at Ramsey County Library in Shoreview, 4560 Victoria Street, Shoreview, MN 55126.

This request is to approve the 2018-2019 RCRRA Budget and the 2018 Tax Levy.

The RCRRA Board will certify a maximum tax levy, hold Public Hearings, and approve a final budget and tax levy for 2019 in 2018.

FISCAL IMPACT

Ramsey County Regional Railroad Authority approval is required for the 2018-2019 budget and the 2018 property tax levy.

COUNTY MANAGER COMMENTS

The 2018-2019 Ramsey County Regional Railroad Authority budget and tax levy must be adopted prior to the end of 2017.

PREVIOUS ACTION

On November 27, 2017, the County Board held a Public Hearing on the 2018-2019 proposed budget and 2018 tax levy.

On September 12, 2017, the County Board held a Public Hearing on 2018-2019 proposed budget.

On September 12, 2017 the Ramsey County Regional Railroad Authority certified the maximum tax levy (R2017-25).

On August 15, 2017, the Budget Committee of the Whole held a budget hearing on Regional Railroad Authority's proposed 2018-2019 budget.

On August 8, 2017, the County Manager presented the proposed 2018-2019 County Budget to the County Board.

Approval of the 2018-2019 Ramsey County Regional Railroad Authority Budget and the 2018 Tax Levy

ATTACHMENTS

1. Draft Resolution

DRAFT RESOLUTION

WHEREAS, The Proposed 2018 Ramsey County Regional Railroad Authority budget is \$22,082,576; and

WHEREAS, The Proposed 2019 Ramsey County Regional Railroad Authority budget is \$23,946,718; and

WHEREAS, The Ramsey County Regional Railroad Authority certified a proposed maximum levy of \$22,524,228 for 2018 on September 12, 2017, which represents an increase of 6.3% from 2017; and

WHEREAS, Two Public Hearings were held to receive public testimony on the budget: on September 12, 2017 at 1:00 p.m. in Council Chambers at the Ramsey County Courthouse 15 West Kellogg Blvd., St. Paul MN 55102, and on November 27, 2017 at 6:30 p.m. at Ramsey County Shoreview Library, 4560 Victoria Street, Shoreview, MN 55126; and

WHEREAS, This request is to approve the 2018-2019 Ramsey County Regional Railroad Authority Budget and the 2018 Tax Levy; and

WHEREAS, The Ramsey County Regional Railroad Authority Board will certify a maximum tax levy, hold Public Hearings, and approve a final budget and tax levy for 2019 in 2018; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the 2018 budget of \$22,082,576; and the 2019 budget of \$23,946,718; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves 2018 Tax Levy of \$22,524,228, as summarized below.

	2018 RRA		
	Operating	Capital	Total
Budget	12,248,800	9,833,776	22,082,576
Estimated Tax Delinquency	244,976	196,676	441,652
Total Tax Levy	12,493,776	10,030,452	22,524,228

ST. PAUL, MINNESOTA

RAMSEY COUNTY, MINNESOTA
Tuesday, January 02, 2018

The Ramsey County Regional Railroad Authority met for the Annual Organizational Meeting immediately following the Housing and Redevelopment Authority Annual Organizational Meeting, at 9:17 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 January 2, 2018 is Presented for Approval

VOTING

Motion by: Mary Jo McGuire

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. Minutes from December 12, 2017 are Presented for Approval

VOTING

Motion by: Victoria Reinhardt

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. Election of Officers for 2018 (Resolutions R2018-1, R2018-2, R2018-3 & R2018-4)

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 Rafael Ortega to serve as Chair of the Ramsey County Regional Railroad Authority for the year 2018.

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 2018.

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 2018.

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 2018.

5. Appointments to Outside Committees for 2018

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 2018:

Victoria Reinhardt, Chair
Blake Huffman, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority appoints to the Red Rock Corridor for 2018:

Janice Rettman
Jim McDonough, Alternate

and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority appoints to the Robert Street Corridor for 2018:

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 2018:

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 2018:

Janice Rettman
Jim McDonough, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority appoints to the Northstar Corridor for 2018:

Victoria Reinhardt
Janice Rettman, Alternate

And be it Further

RESOLVED, The Ramsey County Regional Railroad Authority appoints to the Gold Line (Gateway Corridor) for 2018:

Rafael Ortega
Victoria Reinhardt, Alternate
Jim McDonough, Alternate

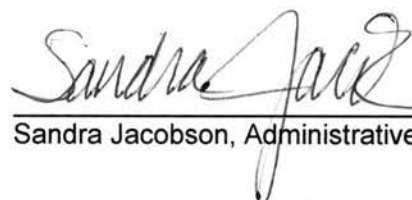
And be it Finally

RESOLVED, The Ramsey County Regional Railroad Authority appoints to the Riverview Corridor for 2018:

Rafael Ortega
Jim McDonough, Alternate
Victoria Reinhardt, Alternate

6. Adjournment

Chair Ortega declared the meeting adjourned at 9:21 am.


Sandra Jacobson, Administrative Secretary

Regional Railroad Authority Annual Organizational Meeting
January 2, 2018 – ROLL CALL

Call to Order: 9:17 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 2, 2018 is presented for approval

Moved: MM Seconded: BH

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

3. Minutes from December 12, 2017 are presented for approval

Moved: VR Seconded: TC or MM

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

POLICY ITEMS

4. Election of Officers for 2018

Election of Chair *Ortega*

Moved: *BH*

Seconded: *VR*

YEA

NAY

ABSENT

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

☒	☐	☐
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☒	☐	☐

Election of Vice-Chair *Reinhardt*

Moved: *JM*

Seconded: *VR*

YEA

NAY

ABSENT

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

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Election of Secretary *Huffman*

Moved: *TC*

Seconded: *JM*

YEA

NAY

ABSENT

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

☒	☐	☐
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Election of Treasurer

Moved:

JM

Seconded:

VR

YEA

NAY

ABSENT

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

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5. Appointments to Outside Committees for 2018

The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Rush Line Task Force for 2018:

Victoria Reinhardt, Chair
Blake Huffman, Alternate

Moved:

VR

Seconded:

JM

YEA

NAY

ABSENT

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

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The Ramsey County Regional Railroad Authority appoints to the Red Rock Corridor for 2018:

Janice Rettman
Jim McDonough, Alternate

Moved:

Seconded:

YEA

NAY

ABSENT

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

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The Ramsey County Regional Railroad Authority appoints to the Robert Street Corridor for 2018:

Rafael Ortega

Jim McDonough, Alternate

Moved:

Seconded:

YEA

NAY

ABSENT

Toni Carter

Blake Huffman

Jim McDonough

Mary Jo McGuire

Victoria Reinhardt

Janice Rettman

Rafael Ortega

The Ramsey County Regional Railroad Authority appoints to the Northeast Diagonal Policy Advisory Committee for 2018:

Mary Jo McGuire

Victoria Reinhardt, Alternate

Moved:

Seconded:

YEA

NAY

ABSENT

Toni Carter

Blake Huffman

Jim McDonough

Mary Jo McGuire

Victoria Reinhardt

Janice Rettman

Rafael Ortega

The Ramsey County Regional Railroad Authority appoints to the Minnesota High Speed Rail Commission for 2018:

Janice Rettman

Jim McDonough, Alternate

Moved:

Seconded:

YEA

NAY

ABSENT

Toni Carter

Blake Huffman

Jim McDonough

Mary Jo McGuire

Victoria Reinhardt

Janice Rettman

Rafael Ortega

The Ramsey County Regional Railroad Authority appoints to the Northstar Corridor for 2018:

Victoria Reinhardt

Janice Rettman, Alternate

Moved:

Seconded:

YEA

NAY

ABSENT

Toni Carter

Blake Huffman

Jim McDonough

Mary Jo McGuire

Victoria Reinhardt

Janice Rettman

Rafael Ortega

The Ramsey County Regional Railroad Authority appoints to the Gold Line (Gateway Corridor) for 2018:

Rafael Ortega

Victoria Reinhardt, Alternate

Jim McDonough, Alternate

Moved:

Seconded:

YEA

NAY

ABSENT

Toni Carter

Blake Huffman

Jim McDonough

Mary Jo McGuire

Victoria Reinhardt

Janice Rettman

Rafael Ortega

The Ramsey County Regional Railroad Authority appoints to the Riverview Corridor for 2018:

Rafael Ortega

Jim McDonough, Alternate

Victoria Reinhardt, Alternate

Moved:

Seconded:

YEA

NAY

ABSENT

Toni Carter

Blake Huffman

Jim McDonough

Mary Jo McGuire

Victoria Reinhardt

Janice Rettman

Rafael Ortega

6. Corridor Updates

7. Adjournment

Meeting adjourned at 9:21 am.



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

Annual Organizational Meeting AGENDA

Tuesday, January 02, 2018

Immediately following the Housing and Redevelopment Board Meeting

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

1. **ROLL CALL**

2. **R2017-76 Agenda of January 2, 2018 is Presented for Approval**

Approve the Agenda of January 2, 2018.

3. **R2017-77 Minutes from December 12, 2017 are Presented for Approval**

Approve the minutes from December 12, 2017.

POLICY ITEMS

4. **R2017-78 Election of Officers for 2018**

Election of Officers for the year 2018
 - 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. **R2017-79 Appointments to Outside Committees for 2018**

Approve appointments to various Outside Committees for the year 2018.

6. **Adjournment**

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-76

Committee: Regional Railroad Authority

Meeting Date: 1/2/2018

SUBJECT: Agenda of January 2, 2018 is Presented for Approval

REQUESTED ACTION

Approve the Agenda of January 2, 2018.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-77

Committee: Regional Railroad Authority

Meeting Date: 1/2/2018

SUBJECT: Minutes from December 12, 2017 are Presented for Approval

REQUESTED ACTION

Approve the minutes from December 12, 2017.

ATTACHMENTS

1. Draft Minutes

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-78

Committee: Regional Railroad Authority

Meeting Date: 1/2/2018

SUBJECT: Election of Officers for 2018

REQUESTED ACTION

Election of Officers for the year 2018

- 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 Resolutions

Draft Resolution # 1

RESOLVED, The Ramsey County Regional Railroad Authority elects
_____ to serve as Chair of the Ramsey County Regional Railroad Authority
for the year 2018.

Draft Resolution # 2

RESOLVED, The Ramsey County Regional Railroad Authority elects
_____ to serve as Vice-Chair of the Ramsey County Regional Railroad
Authority for the year 2018.

Draft Resolution # 3

RESOLVED, The Ramsey County Regional Railroad Authority elects
_____ to serve as Secretary of the Ramsey County Regional Railroad
Authority for the year 2018.

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 2018.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-79

Committee: Regional Railroad Authority

Meeting Date: 1/2/2018

SUBJECT: Appointments to Outside Committees for 2018

REQUESTED ACTION

Approve appointments to various Outside Committees for the year 2018.

EXECUTIVE SUMMARY

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

FISCAL 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 2018:

Victoria Reinhardt, Chair
Blake Huffman, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority appoints to the Red Rock Corridor for 2018:

Janice Rettman
Jim McDonough, Alternate

and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority appoints to the Robert Street Corridor for 2018:

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 2018:

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 2018:

Janice Rettman
Jim McDonough, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority appoints to the Northstar Corridor for 2018:

Victoria Reinhardt
Janice Rettman, Alternate

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53

And be it Further

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RESOLVED, The Ramsey County Regional Railroad Authority appoints to the Gold Line
(Gateway Corridor) for 2018:

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Rafael Ortega

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Victoria Reinhardt, Alternate

60

Jim McDonough, Alternate

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And be it Finally

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RESOLVED, The Ramsey County Regional Railroad Authority appoints to the Riverview
Corridor for 2018:

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Rafael Ortega

68

Jim McDonough, Alternate

69

Victoria Reinhardt, Alternate

The Ramsey County Regional Railroad Authority met in regular session at 9:39 a.m. 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	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			

2. Agenda of January 23, 2018 is Presented for Approval

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			

3. Minutes from January 2, 2018 are Presented for Approval

VOTING

Motion by: Victoria Reinhardt

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			

ADMINISTRATIVE ITEMS

4. Agreement with Kimley-Horn and Associates, Inc. for Consulting Services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project (R2018-6)

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, A Pre-Project Development Study has been completed to analyze bus and rail transit alternatives in the 30-mile study area between St. Paul and Forest Lake; and

WHEREAS, After a thorough technical analysis and extensive public engagement through the Pre-Project Development Study, bus rapid transit within a dedicated guideway from Union Depot in downtown Saint Paul to downtown White Bear Lake has been selected as the Locally Preferred Alternative; and

WHEREAS, The next phase of the Rush Line Bus Rapid Transit Project, the Environmental Analysis Phase, will include environmental review, preliminary engineering, station area planning and communication and public engagement; and

WHEREAS, The completion of the Environmental Analysis Phase of the Project is a critical next step in the process of delivering high-quality, all-day rapid transit service connecting Saint Paul, White Bear Lake and communities in between; and

WHEREAS, On October 17, 2017, the Ramsey County Regional Railroad Authority released a Request for Proposals for the Environmental Analysis Phase of the Rush Line Corridor Bus Rapid Transit Project; and

WHEREAS, The evaluation team, made up of representatives from RCRRRA staff, MnDOT, Metro Transit/Metropolitan Council, Cities of Saint Paul, Maplewood, Vadnais Heights, and White Bear Lake, reviewed the proposals that were submitted based on the criteria identified in the competitive solicitation; and

WHEREAS, The evaluation team recommends Kimley-Horn and Associates, Inc. for consultant services for the environmental analysis phase of the Rush Line Corridor Bus Rapid Transit Project; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of and Agreement with Kimley-Horn and Associates, Inc., 2550 University Ave. #238N, Saint Paul, MN 55114, for consultant services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project for the period of January 23, 2018 through January 31, 2020, in the not-to-exceed amount of \$5,994,950.00; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the agreement; and Be It Further

RESOLVED, the Ramsey County Regional Railroad Authority authorizes the County Manager to approve and execute amendments to extend the term of the agreement in accordance with the provisions of the agreement and with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office; 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. Request for Proposals for Project Management Consultant Services for the Rush Line Bus Rapid Transit Project (R2018-7)

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, A Pre-Project Development Study has been completed to analyze transit alternatives in the 30-mile study area between St. Paul and Forest Lake; and

WHEREAS, After a thorough technical analysis and extensive public engagement through the Pre-Project Development Study, bus rapid transit within a dedicated guideway from Union Depot in Saint Paul to White Bear Lake has been selected as the Locally Preferred Alternative; and

WHEREAS, The next phase of the Rush Line Bus Rapid Transit Project, the Environmental Analysis Phase, will include environmental review, preliminary engineering, station area planning and communication and public engagement; and

WHEREAS, Project management consultant services will be needed throughout the Environmental Analysis Phase to assist RCRA in managing the advancement of the Rush Line Bus Rapid Transit Project through the federal and state environmental processes and the preliminary engineering process; and

WHEREAS, The Ramsey County Regional Railroad Authority intends to seek qualified proposals to perform these services; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority is authorized to issue a Request for Proposals for project management consultant services for the Rush Line Bus Rapid Transit Project, in accordance with County procurement policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority with a recommendation for selection of a consultant.; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the use of Ramsey County Regional Railroad Authority fund balance in the amount of \$1,500,000 for Project Management Consultant Services for the Rush Line Bus Rapid Transit Project; 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.

6. Request for Proposals for Strategic Communication Services for the Rush Line Bus Rapid Transit Project (R20108-8)

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			

WHEREAS, A Pre-Project Development Study has been completed to analyze transit alternatives in the 30-mile study area between St. Paul and Forest Lake; and

WHEREAS, After a thorough technical analysis and extensive public engagement through the Pre-Project Development Study, bus rapid transit within a dedicated guideway from Union Depot in Saint Paul to White Bear Lake has been selected as the Locally Preferred Alternative; and

WHEREAS, The next phase of the Rush Line Bus Rapid Transit Project, the Environmental Analysis Phase, will include environmental review, preliminary engineering, station area planning and communication and public engagement; and

WHEREAS, Strategic communication services will be needed throughout the Environmental Analysis Phase to increase public awareness of and maintain consistent messaging for the Rush Line Bus Rapid Transit Project; and

WHEREAS, The Ramsey County Regional Railroad Authority intends to seek qualified proposals to perform these services; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority is authorized to issue a Request for Proposals for strategic communication services for the Rush Line Bus Rapid Transit Project, in accordance with County's procurement policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority with a recommendation for selection of a consultant.

7. Master Partnership Contract 1029758 with the State of Minnesota (R2018-9)

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			

WHEREAS, The Ramsey County Regional Railroad Authority leads, funds and participates in passenger rail and regional transitway projects in cooperation with many public and private partners including the Minnesota Department of Transportation; and

WHEREAS, As passenger rail and regional transitway projects advance further into their respective environmental and engineering phases a higher and more specialized level of professional and technical supportive services are needed from the Minnesota Department of Transportation beyond what is typically provided as in-kind contributions and

WHEREAS, These professional and technical supportive services include by way of example, but are not limited to, completing Section 106 environmental review, as required by the National Environmental Policy Act, and engineering services for the portions of the corridors that impact Minnesota Department of Transportation Trunk Highway, Structures and Bridges; and

WHEREAS, A Master Partnership Contract with the State of Minnesota provides a framework for the Ramsey County Regional Railroad Authority to purchase professional and technical supportive services from the Minnesota Department of Transportation; and

WHEREAS, Professional and technical supportive services are needed from the Minnesota Department of Transportation to advance passenger rail and regional transitway projects including, but not limited to, the Rush Line Bus Rapid Transit Project and the Riverview Corridor through the environmental and preliminary engineering phases; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to approve a Master Partnership Contract with the State of Minnesota, acting through its Commissioner of Transportation, for the purchase of professional and technical supportive services.

8. Rush Line Bus Rapid Transit Project Budget and Minnesota Department of Transportation Professional and Technical Supportive Services (R2018-10)

VOTING

Motion by: Victoria Reinhardt

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 Ramsey County Regional Railroad Authority leads, funds and participates in passenger rail and regional transitway projects in cooperation with many public and private partners including the Minnesota Department of Transportation; and

WHEREAS, As passenger rail and regional transitway projects advance further into their respective environmental and engineering phases a higher and more specialized level of professional and technical supportive services are needed from the Minnesota Department of Transportation beyond what is typically provided as in-kind contributions; and

WHEREAS, Approval by the Ramsey County Regional Railroad Authority of the Master Partnership Contract 1029758 with the State of Minnesota on January 23, 2018 provides a framework for the Ramsey County Regional Railroad Authority to purchase professional and technical supportive services from the Minnesota Department of Transportation; and

WHEREAS, During 2018 and 2019, the Rush Line Bus Rapid Transit Project will be in the Environmental Analysis Phase and will require professional and technical supportive services from the Minnesota Department of Transportation; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority accepts and approves the use of a project budget for the Rush Line Bus Rapid Transit Project Professional and Technical Supportive Services in an amount not-to-exceed \$750,000; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the use of the Ramsey County Regional Railroad Authority fund balance in an amount not-to-exceed \$750,000 for the Rush Line Bus Rapid Transit Project Professional and Technical Supportive Services; and Be It Further

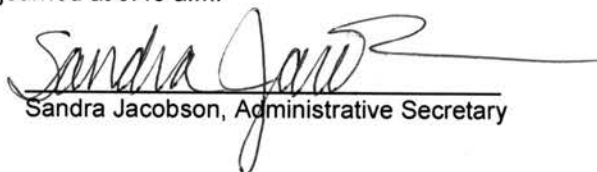
RESOLVED, The Ramsey County Regional Railroad Authority approves the purchase of up to \$750,000 in professional and technical supportive services for the Rush Line Bus Rapid Transit Project from the Minnesota Department of Transportation through Master Partnership Contract 1029758; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to issue solicitations in accordance with the County's procurement policies and procedures, enter into agreements and contracts, and execute change orders and amendments to agreements and contracts provided the amounts are within the limits of the grant funding; 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.

9. CORRIDOR UPDATES – Discussion can be found on archived video.

10. ADJOURNMENT – Chair Ortega declared the meeting adjourned at 9:46 a.m.


Sandra Jacobson, Administrative Secretary

Regional Railroad Authority Annual Organizational Meeting
January 23, 2018 – ROLL CALL

Call to Order: 9:39 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 23, 2018 is presented for approval

Moved: JM Seconded: MM

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

3. Minutes from January 2, 2018 are presented for approval

Moved: VR Seconded: TC

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

POLICY ITEMS

4. Agreement with Kimley-Horn and Associates, Inc. for Consulting Services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project

Moved: *VR*

Seconded: *JM*

YEA NAY ABSENT

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

☒	☐	☐
☒	☐	☐
☒	☐	☐
☒	☐	☐
☒	☐	☐
☒	☐	☐
☒	☐	☐

5. Request for Proposals for Project Management Consultant Services for the Rush Line Bus Rapid Transit Project

Moved: *TC*

Seconded: *VR*

YEA NAY ABSENT

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

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6. Request for Proposals for Strategic Communication Services for the Rush Line Bus Rapid Transit Project

Moved: *MM*

Seconded: *TC*

YEA NAY ABSENT

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

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7. Master Partnership Contract 1029758 with the State of Minnesota

Moved:

TC

Seconded:

JM

YEA

NAY

ABSENT

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

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8. Rush Line Bus Rapid Transit Project Professional and Technical Supportive Services from Minnesota Department of Transportation

Moved:

VR

Seconded:

TC

YEA

NAY

ABSENT

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

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9. Corridor Updates

10. Adjournment

Meeting adjourned at 9:46 am.

Assistant County attorney - on Master
Contract



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

AGENDA

Tuesday, January 23, 2018
Immediately following the County Board Meeting

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

1. ROLL CALL

2. R2018-5 Agenda of January 23, 2018 is Presented for Approval

Approve the agenda of January 23, 2018.

3. R2018-6 Minutes from January 2, 2018 are Presented for Approval

Approve the minutes from January 2, 2018.

ADMINISTRATIVE ITEMS

4. R2018-3 Agreement with Kimley-Horn and Associates, Inc. for Consulting Services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project

1. Approve the selection of and Agreement with Kimley-Horn and Associates, Inc., 2550 University Avenue, #238N, Saint Paul, MN 55114, for consultant services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project for the period of January 23, 2018 through January 31, 2020, in the not-to-exceed amount of \$5,994,950.00
2. Authorize the Chair to execute the agreement.
3. Authorize the County Manager to approve and execute amendments to extend the term of the agreement in accordance with the provisions of the agreement and with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.
4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

5. R2018-2 Request for Proposals for Project Management Consultant Services for the Rush Line Bus Rapid Transit Project

1. Authorize the issuance of a Request for Proposals for project management consultant services for the Rush Line Bus Rapid Transit Project, in accordance with County's procurement policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority with a recommendation for selection of a consultant.
2. Authorize the use of Ramsey County Regional Railroad Authority fund balance in the amount of \$1,500,000 for Project Management Consultant Services for the Rush Line Bus Rapid Transit Project.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

6. R2018-1 Request for Proposals for Strategic Communication Services for the Rush Line Bus Rapid Transit Project

Authorize the issuance of a Request for Proposals for strategic communication services for the Rush Line Bus Rapid Transit Project, in accordance with County's procurement policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority with a recommendation for selection of a consultant.

7. R2018-4 Master Partnership Contract 1029758 with the State of Minnesota

1. Approve a Master Partnership Contract with the State of Minnesota, acting through its Commissioner of Transportation, for the purchase of professional and technical supportive services.
2. Authorize the Chair to execute the Contract.

8. R2018-7 Rush Line Bus Rapid Transit Project Professional and Technical Supportive Services from Minnesota Department of Transportation

1. Accept and approve the use of a project budget for the Rush Line Bus Rapid Transit Project Professional and Technical Supportive Services in an amount not-to-exceed \$750,000.
2. Authorize the use of Ramsey County Regional Railroad Authority fund balance in an amount not-to-exceed \$750,000 for the Rush Line Bus Rapid Transit Project Professional and Technical Supportive Services.
3. Approve the purchase of up to \$750,000 in professional and technical supportive services for the Rush Line Bus Rapid Transit Project from the Minnesota Department of Transportation through Master Partnership Contract 1029758.
4. Authorize the County Manager to issue solicitations in accordance with the County's procurement policies and procedures, enter into agreements and contracts, and execute change orders and amendments to agreements and contracts provided the amounts are within the limits of the grant funding.
5. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

9. Corridor Updates

10. Adjournment

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2018-5

Committee: Regional Railroad Authority

Meeting Date: 1/23/2018

SUBJECT: Agenda of January 23, 2018 is Presented for Approval

REQUESTED ACTION

Approve the agenda of January 23, 2018.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2018-6

Committee: Regional Railroad Authority

Meeting Date: 1/23/2018

SUBJECT: Minutes from January 2, 2018 are Presented for Approval

REQUESTED ACTION

Approve the minutes from January 2, 2018.

ATTACHMENTS

1. Draft Minutes

ST. PAUL, MINNESOTA

RAMSEY COUNTY, MINNESOTA
Tuesday, January 02, 2018

The Ramsey County Regional Railroad Authority met for the Annual Organizational Meeting immediately following the Housing and Redevelopment Authority Annual Organizational Meeting, at 9:17 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 January 2, 2018 is Presented for Approval

VOTING

Motion by: Mary Jo McGuire

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. Minutes from December 12, 2017 are Presented for Approval

VOTING

Motion by: Victoria Reinhardt

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. Election of Officers for 2018 (Resolutions R2018-1, R2018-2, R2018-3 & R2018-4)

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 Rafael Ortega to serve as Chair of the Ramsey County Regional Railroad Authority for the year 2018.

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 2018.

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 2018.

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 2018.

5. Appointments to Outside Committees for 2018

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 2018:

Victoria Reinhardt, Chair
Blake Huffman, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority appoints to the Red Rock Corridor for 2018:

Janice Rettman
Jim McDonough, Alternate

and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority appoints to the Robert Street Corridor for 2018:

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 2018:

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 2018:

Janice Rettman
Jim McDonough, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority appoints to the Northstar Corridor for 2018:

Victoria Reinhardt
Janice Rettman, Alternate

And be it Further

RESOLVED, The Ramsey County Regional Railroad Authority appoints to the Gold Line (Gateway Corridor) for 2018:

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 2018:

Rafael Ortega
Jim McDonough, Alternate
Victoria Reinhardt, Alternate

6. Adjournment

Chair Ortega declared the meeting adjourned at 9:21 am.

Sandra Jacobson, Administrative Secretary

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2018-3

Committee: Regional Railroad Authority

Meeting Date: 1/23/2018

SUBJECT: Agreement with Kimley-Horn and Associates, Inc. for Consulting Services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project

REQUESTED ACTION

1. Approve the selection of and Agreement with Kimley-Horn and Associates, Inc., 2550 University Avenue, #238N, Saint Paul, MN 55114, for consultant services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project for the period of January 23, 2018 through January 31, 2020, in the not-to-exceed amount of \$5,994,950.00
2. Authorize the Chair to execute the agreement.
3. Authorize the County Manager to approve and execute amendments to extend the term of the agreement in accordance with the provisions of the agreement and with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.
4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

EXECUTIVE SUMMARY

Over the past three years the Rush Line Corridor has undergone extensive technical analysis, community engagement, and inter-agency coordination through a Pre-Project Development Study led by the Ramsey County Regional Railroad Authority (RCRRA) on behalf of the Rush Line Corridor Task Force. The Pre-Project Development Study resulted in the selection of a Locally Preferred Alternative (LPA) that best meets the needs of the communities along the corridor.

The LPA is bus rapid transit within a dedicated guideway from Union Depot in downtown Saint Paul to downtown White Bear Lake generally along Robert Street, Phalen Boulevard, RCRRA right-of-way and Trunk Highway 61. The guideway would be co-located with the Bruce Vento Regional Trail through the portion of the route that utilizes RCRRA right-of-way.

The Technical and Policy Advisory Committees, Rush Line Corridor Task Force, RCRRA and all the municipalities along the route have approved resolutions of support for the LPA.

The resolutions of support have been submitted to the Metropolitan Council for inclusion in the 2040 Transportation Policy Plan as part of the Transportation Policy Plan update process.

The next phase of the project – the Environmental Analysis Phase – will take approximately two years to complete and will include the following key tasks:

- Environmental Review
- Preliminary Engineering
- Station Area Planning
- Communication and Public Engagement

Agreement with Kimley-Horn and Associates, Inc. for Consulting Services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project

On October 17, 2017, the RCRRA released a Request for Proposals for a qualified vendor to provide consultant services for the environmental analysis phase of the Rush Line Bus Rapid Transit Project.

Below is the competitive solicitation summary:

Requests for Proposals (RFP) Title	Consultant Services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project
RFP Release Date	October 18, 2017
RFP Response Due Date	November 30, 2017
Number of Contractors Notified	929
Number of RFP Responses	2
Proposal Evaluation Committee	RCRRA Staff, MnDOT, Metro Transit/Metropolitan Council, Cities of Saint Paul, Maplewood, Vadnais Heights & White Bear Lake
RFP Evaluation Criteria	Contractor qualifications, key personnel qualifications, project understanding & approach, cost
Contractor Recommended	Kimley-Horn and Associates, Inc.

The evaluation team evaluated the proposals based on the criteria identified in the solicitation and is recommending Kimley-Horn and Associates, Inc., to provide consultant services for the Rush Line Bus Rapid Transit Project Environmental Analysis Phase.

FISCAL IMPACT

Funding is available in the Ramsey County Regional Railroad Authority Rush Line capital project budget.

COUNTY MANAGER COMMENTS

Ramsey County Regional Railroad Authority approval is required for professional or client services agreements resulting from the Request for Proposals process.

PREVIOUS ACTION

On October 17, 2017, the Ramsey County Regional Railroad Authority authorized the issuance of a Request for Proposals for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project (Resolution R2017-30).

On September 12, 2017, the Ramsey County Regional Railroad Authority approved support for the Locally Preferred Alternative for the Rush Line Corridor (Resolution R2017-24).

ATTACHMENTS

1. Draft Resolution
2. Professional Services Agreement
3. Environmental Analysis Phase Scope of Services - Attachment A

Draft Resolution

WHEREAS, A Pre-Project Development Study has been completed to analyze bus and rail transit alternatives in the 30-mile study area between St. Paul and Forest Lake; and

WHEREAS, After a thorough technical analysis and extensive public engagement through the Pre-Project Development Study, bus rapid transit within a dedicated guideway from Union Depot in downtown Saint Paul to downtown White Bear Lake has been selected as the Locally Preferred Alternative; and

WHEREAS, The next phase of the Rush Line Bus Rapid Transit Project, the Environmental Analysis Phase, will include environmental review, preliminary engineering, station area planning and communication and public engagement; and

WHEREAS, The completion of the Environmental Analysis Phase of the Project is a critical next step in the process of delivering high-quality, all-day rapid transit service connecting Saint Paul, White Bear Lake and communities in between; and

WHEREAS, On October 17, 2017, the Ramsey County Regional Railroad Authority released a Request for Proposals for the Environmental Analysis Phase of the Rush Line Corridor Bus Rapid Transit Project; and

WHEREAS, The evaluation team, made up of representatives from RCRRA staff, MnDOT, Metro Transit/Metropolitan Council, Cities of Saint Paul, Maplewood, Vadnais Heights, and White Bear Lake, reviewed the proposals that were submitted based on the criteria identified in the competitive solicitation; and

WHEREAS, The evaluation team recommends Kimley-Horn and Associates, Inc. for consultant services for the environmental analysis phase of the Rush Line Corridor Bus Rapid Transit Project; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of and Agreement with Kimley-Horn and Associates, Inc., 2550 University Ave. #238N, Saint Paul, MN 55114, for consultant services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project for the period of January 23, 2018 through January 31, 2020, in the not-to-exceed amount of \$5,994,950.00; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the agreement; and Be It Further

RESOLVED, the Ramsey County Regional Railroad Authority authorizes the County Manager to approve and execute amendments to extend the term of the agreement in accordance with the provisions of the agreement and with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office; 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.

Professional Services Agreement

This is an Agreement between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota, Union Depot, 214 4th Street East, Suite 200, Saint Paul, MN 55101 ("RCRRA") and Kimley-Horn and Associates, Inc., 2550 University Avenue, #238N, Saint Paul, MN 55114, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The term of this Agreement shall be from January 23, 2018 through January 31, 2020 and may not be renewed.

2. Scope of Service

1.1. RCRRA agrees to purchase, and the Contractor agrees to furnish, services described as follows:

2.1.

The Scope of Services shall be as contained in Attachment A, Rush Line Bus Rapid Transit Project Environmental Analysis Phase, and are hereby incorporated by reference.

2.2.

Services shall be provided at Union Depot, 214 4th Street East, Suite 200, Saint Paul, MN 55101. If services are provided at any other locations, it shall be deemed an alteration of this Agreement that must be reduced to writing.

2.3.

The Contractor shall make every reasonable effort to maintain a sufficient staff, facilities, and equipment to deliver the services. The Contractor shall within ten (10) days notify RCRRA in writing whenever it is, or reasonably believes it is going to be, unable to provide the required quality or quantity of services. The foregoing conditions will be subject to the provisions of the Force Majeure Clause of this Agreement.

2.4.

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

2.5.

The Contractor agrees to furnish RCRRA with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by RCRRA, upon request.

3. Schedule

The Contractor shall provide services no later than January 31, 2020.

4. Cost

4.1.

RCRRA shall pay the Contractor a not to exceed fee of \$ 5,994,950.00 over the life of the contract according to the agreed to rates.

4.2.

RCRRA shall pay the Contractor the following unit rates:
USD

4.3.

The Consultants will comply with Attachment A.

5. General Contract/Agreement Terms and Conditions

5.1. Payment

5.1.1.

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

5.1.2.

Payment shall be based on a negotiated payment schedule.

5.2. Application for Payments

5.2.1.

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

5.2.2.

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

5.2.3.

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.

5.2.4.

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 Contractor exceed the percentage of project completion, as determined by RCRRA.

5.2.5.

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

5.2.6.

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.

5.3. 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 RCRRA.

5.4. Successors, Subcontracting and Assignment

5.4.1.

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

5.4.2.

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 RCRRA and subject to such conditions and provisions as RCRRA may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

5.5. Compliance With Legal Requirements

5.5.1.

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.

5.5.2.

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.

5.6. Data Practices

5.6.1.

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.

5.6.2.

The Contractor designates Paul Danielson as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

5.6.3.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which RCRRA or Ramsey County data is contained or which are used to access RCRRA or Ramsey County data in the course of providing services under this

Agreement. Access to RCRRA 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 RCRRA and Ramsey County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give RCRRA and Ramsey County written verification that the data has been purged.

5.7. Security

5.7.1.

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.

5.7.2.

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.

5.7.3.

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.

5.7.4.

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.

5.7.5.

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.

5.8. 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 negligent, grossly negligent or wrongful 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.

5.9. Contractor's Insurance

5.9.1.

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.

5.9.2.

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.

5.9.3.

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.

5.9.3.1.

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.

5.9.3.2.

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, Auto Liability, Pollution 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.

5.9.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

5.9.4.1.

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.

5.9.4.2.

RCRRA, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of RCRRA.

5.9.5.

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

5.9.6.

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. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

5.9.7.

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

5.9.8.

The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability and umbrella liability insurance required of the Contractor under this Agreement.

5.9.9.

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.

5.9.10.

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-.

5.9.11.

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.

5.9.12.

All Certificates of Insurance shall provide that the insurer give RCRRA prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to RCRRA for cancellation due to non-payment of premium.

5.9.13.

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

5.9.14.

A Crime and Fidelity Bond is required if the Contractor is handling money for RCRRA or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

5.10. 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.

5.11. 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:

Andy Gitzlaff, RCRRA, Union Depot, 214 4th Street East, Suite 200, Saint Paul, MN 55101

Contractor:

Paul Danielson, 2550 University Avenue, #238N, Saint Paul, MN 55114

5.12. 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.

5.13. 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.

5.14. 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.

5.15. 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.

5.16. 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.

5.17. 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.

5.18. Termination

5.18.1.

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.

5.18.2.

If the Contractor violates any material terms or conditions of this Agreement RCRRA may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

5.18.3.

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 compliance with the provisions of this Agreement, up to and including the effective date of termination.

5.19. Interpretation of Agreement; Venue

5.19.1.

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.

5.19.2.

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.

5.20. 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.

5.21. Infringement

5.21.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to RCRRA, defend, indemnify, and hold RCRRA, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the RCRRA's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. RCRRA will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

5.21.2.

If, as a result of any claim of infringement of rights, the Contractor or RCRRA is enjoined from using, marketing, or supporting any product or service provided under the agreement with RCRRA (or if the Contractor comes to believe such enjoinder is imminent), the Contractor shall either arrange for RCRRA to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to RCRRA, or propose an equivalent, subject to RCRRA approval. The acceptance of a proposed equivalent will be at the RCRRA's sole discretion. If no alternative is found acceptable to RCRRA acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any license fees and any other costs paid by the RCRRA in conjunction with the use thereof.

5.22. 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 the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

6. 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.

7. 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.

8. 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.

9. Special Contract Terms and Conditions

9.1.

N/A

January 10, 2018

Andy Gitzlaff
Senior Transportation Planner
Ramsey County, Economic Growth and Community Investment Service Team
Union Depot, Suite 200
214 4th Street East, Saint Paul, MN 55101

Kimley-Horn
2550 University Avenue West
Suite 238N
Saint Paul, MN 55114
651.645.4197

RE: Rush Line Corridor Environmental Analysis

Dear Andy,

This letter and referenced attachments provide the requested information for the Rush Line Corridor Environmental Analysis contract. Specifically, this submittal includes the following:

1. Follow up information requested of Kimley-Horn at the December 28, 2017 meeting with Ramsey County (contained in this letter)
2. Kimley-Horn's original November 30, 2017 proposal, excluding cost and hour estimates as both have been revised during the negotiation process
3. Applicable supplemental information provided to Ramsey County on December 15, 2017
4. Scope and Deliverable Clarification Table
5. Fee Estimate

Follow Up Information

3-D Design Capabilities

Our design approach for many of our transit projects is grounded in our experience that the most effective way to help the community, staff and policy makers understand engineering and design concepts is through 3-dimensional illustrations. Rendered plans, sections, elevations, and precedent imagery have long been the graphic means to communicate design. Our proposed work will include these types of products, which are necessary during design conversations.

We will tailor our use of software type based on what is determined to be the most effective tool, from either a design exploration or engagement perspective. Our team has extensive experience with the following software: Sketchup, Lumion, AutoCAD Civil 3D, 3D Studio Max, 3D Studio Viz, InfraWorks, and Google Earth Pro.

Expertise effectively utilizing visualizations and 3-D design runs deep within our team. Kimley-Horn, SRF, Crandall Arambula, Toole Design Group and Alta Planning all are proficient in use of 3-D software to develop concepts in their specific tasks. Our original scope and budget assumed the use of 3-D design work in respective tasks.

We have provided several examples of our work for your reference.

VIDEO SAMPLES

- Gold Line BRT scoping video: <https://vimeo.com/249600548/7252e6e54d>
- Rochester street use study video (created by SRF): <https://vimeo.com/249601926/5d90563360>



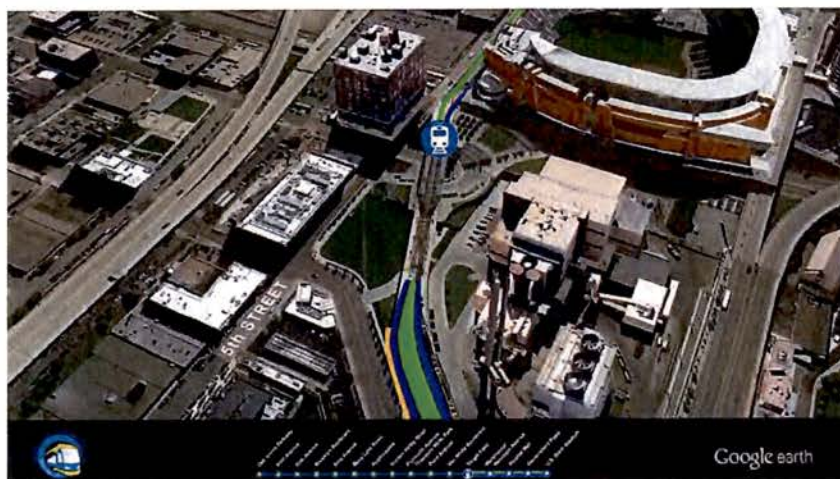
▲ Gateway Corridor EA



▲ GRTC Pulse, Richmond, VA

Andy Gitzlaff, January 10, 2018, page ii

VISUALIZATION EXAMPLES, CONTINUED



▲ Blue Line LRT Extension



▲ Blue Line LRT Extension



▲ Aurora Line Station Area Plan



▲ Anaheim Rapid Connection



▲ Southwest LRT Station Area Plan (created by Crandall Arambula)

Andy Gitzlaff, January 10, 2018, page iii

Fee Proposal Revisions

As requested, we have included the task summary included in the December 15, 2017 supplemental submittal with the current fee proposal and hour estimate that reflects comments provided at the December 28, 2017 meeting. A detailed spreadsheet is attached for your reference as well.

Task	Dec. 15, 2017 Submittal		Current Submittal		Comments
	Fee	Hours	Fee	Hours	
1.0 Review of Previous and Work In-Progress Initiatives	\$8,500	44	\$8,087	46	
2.0 Project Management and Coordination	\$731,600	3,606	\$681,474	3,346	Decrease to reflect shifting in hours to specific technical tasks and/or community outreach activities
3.0 Community and Public Involvement	\$423,100	2,698	\$658,046	4,482	Increase reflects shifting in hours from technical tasks and coordination, as appropriate
4.0 Project Visualizations	\$113,100	834	\$127,265	945	Additional hours added to provide increased number of renderings and innovation task
5.0 Environmental Review	\$990,600	8,129	\$900,638	11,836	Reduction reflects shifting of hours primarily to Task 3.0.
6.0 Preliminary Engineering	\$1,620,000	12,186	\$1,559,353	11,836	Reduction reflects shifting staff hours to engagement task to reflect technical staff time involved in outreach activities
7.0 Topographical Mapping and Survey	\$146,600	976	\$149,385	1,009	Increase reflects additional hours for overall engineering coordination with this task
8.0 Station Area Planning	\$614,000	5,376	\$546,566	4,803	Change reflects hours shifted to engagement task that will be specific to station area planning outreach efforts
9.0 RCRRRA Right of Way Master Plan	\$159,800	1,208	\$133,437	1,136	Reduction reflects shifting hours to Task 6.0, as appropriate
10.0 Bus Network Service Planning	\$56,500	384	\$45,591	344	Reduction reflects balancing of staff time hours and shifting some time to management and engagement tasks
11.0 Capital and Operating Cost Estimate	\$104,400	682	\$115,038	768	Increase reflects hours to explore funding options for local improvements not included in New Starts budget
12.0 FTA New Starts Evaluation and Project Development Draft Application	\$195,000	1,066	\$189,050	1,088	Change reflects balancing hours between senior and junior staff
Total Hours		37,189		37,569	
Total Labor Cost	\$5,163,200		\$5,113,930		
Total Expenses	\$236,450		\$281,020		Additional direct expenses added for community partnership assistance, media buys, translation and interpretation services, and visualization expenses
Contingency	\$600,000		\$600,000		No change
Total Project Budget Estimate	\$5,999,650		\$5,994,950		

Andy Gitzlaff, January 10, 2018, page iv

Community Partnership Assistance

In effort to provide flexibility when working with community partners during the next 24-months, Kimley-Horn's revised budget includes a line item expense in the amount of \$20,000 for community partnership assistance. During the development of the community engagement plan, we anticipate further consideration of potential resources needed within the community to effectively engage residents/businesses regarding the Rush Line project. We anticipate that these will be a direct expense pass through and not subconsultant contracts.

Local Improvement Support

Through experience on other regional transit projects, we are keenly aware of the importance of balancing local requests with requirements of the environmental process and New Starts funding. To aid in this process, Kimley-Horn will support Ramsey County, Metro Transit, and local partners in identifying local improvements that are valuable to integrating the project into local communities. Kimley-Horn will focus on local improvements that could be included in the environmental document, but funded separately. Kimley-Horn will support the project partners in identifying feasible, alternative funding programs to fund these kinds of improvements.

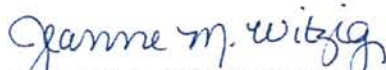
Scope Clarification Table

The attached table provides further detail on individual task assumptions/definition and deliverables (as needed) for the Rush Line Corridor Environmental Analysis work plan. The table supplements/clarifies the work tasks outlined in the Scope of Services section of the Rush Line Corridor Environmental Analysis Request for Proposal, and the Kimley-Horn Project Approach and Project Services sections included in our November 30, 2017 proposal.

Our team is excited about starting work on the Rush Line Corridor Project. Please let me know if I can provide additional information. My direct number is 651.643.0447 if I can provide additional information or clarification.

Sincerely,

Kimley-Horn and Associates, Inc.



Jeanne Witzig, AICP | Project Manager

PROPOSAL

NOVEMBER 2017

RFP No. RRA0000001192

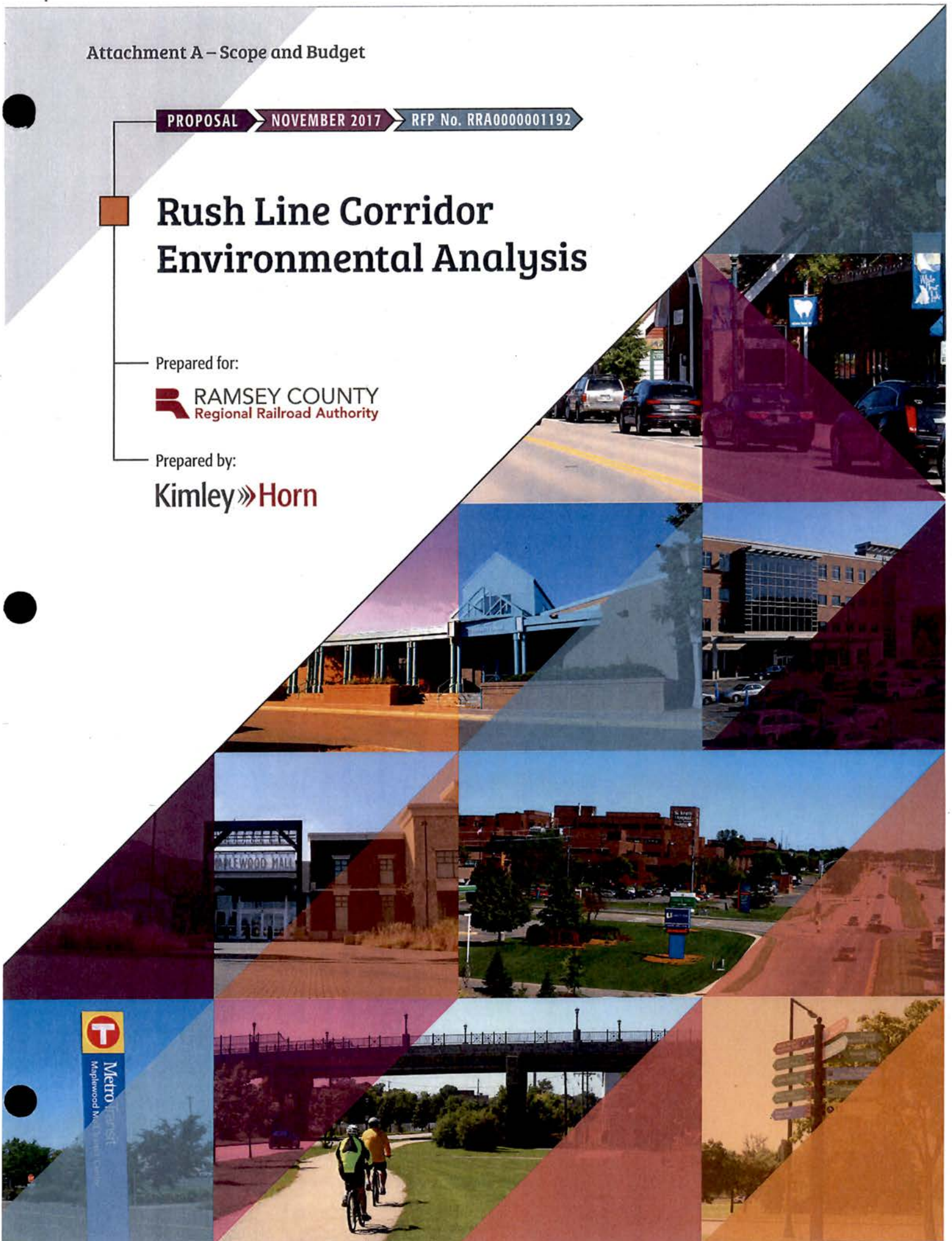
Rush Line Corridor Environmental Analysis

Prepared for:



Prepared by:

Kimley»Horn



Attachment A – Scope and Budget

November 30, 2017

Kyle Rahne
Ramsey County Finance Department
Metro Square
121 7th Place East, Suite 4000
Saint Paul, MN 55101

Kimley-Horn
2550 University Avenue West
Suite 238N
Saint Paul, MN 55114
651.645.4197

RE: Request for Proposal (RFP) #RRA 0000001192, for Rush Line Corridor Environmental Analysis

Dear Ms. Rahne and Selection Committee Members:

Strategic, Integrated, Committed — these are the qualities that the **Kimley-Horn** team will bring to the Rush Line Corridor project.

The **Kimley-Horn** team recognizes the dedication you put into the project to successfully achieve a locally preferred alternative. We are ready to build on the project momentum and commend Ramsey County Regional Railroad Authority (RCRRA) and project stakeholders for the innovation in combining engineering, environmental process, station area planning, communication, and public engagement work under one contract. This approach will truly streamline the process.

The Kimley-Horn team is the best team for the Rush Line Corridor project because:

- **Leadership** – Serving as the project manager, I will be focused on collaboration, and overall vision of the project along with day to day tasks: I commit to being thoroughly prepared for any situation, and to deliver quality and timely products that you have confidence in. *Bottom line, it is my job to advance the project in a worry-free environment.*
- **FTA Expertise and Seasoned Environmental Team** – Our team is the strongest local environmental team with significant experience advancing transit projects through the FTA New Starts process, National Environmental Policy Act (NEPA), and the Minnesota Environmental Review program.
- **BRT Design Experts** – Our team brings depth in local transit experience, complemented by national expertise where it matters most.
- **Station Area Planning** – We offer both national and local expertise to advance the station siting and design process to maximize ridership and development potential while minimizing overall project cost.
- **Engagement with a Purpose** – Our team is known for developing processes and messages that are inclusive, timely, and strategic with measurable results.
- **Commitment** – We have been preparing to work on this project for the past year and have the right team assembled to meet your needs. We are ready to serve you.

Our team is truly passionate about the Rush Line Corridor project. This project is important in connecting people to places, all the while making transit an amenity to the communities it serves. We are sincerely excited for the opportunity to continue to work with RCRRA.

Sincerely,
Kimley-Horn and Associates, Inc.

Jeanne M. Witzig

Jeanne Witzig, AICP
Project Manager

Paul B. Danielson

Paul B. Danielson, P.E.
Principal

CONTENTS

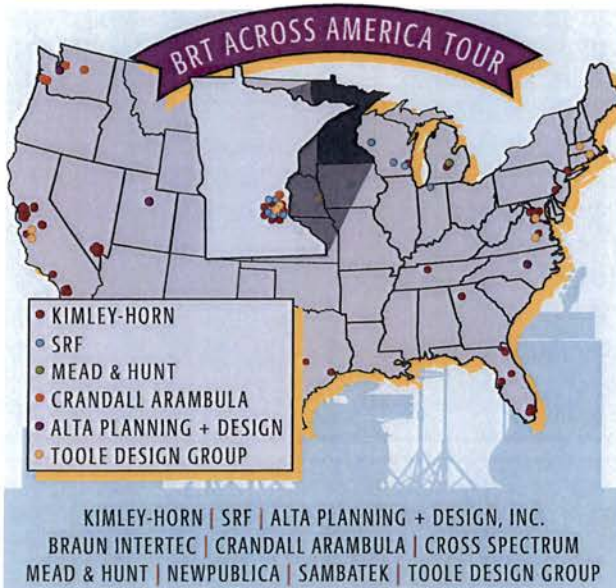
Project Team	2	Project Team Organization and Experience	17
Project Understanding	5	Cost	25
Project Approach	6	Summary of Claims	25
Project Services	17	Contract Exceptions	25

Project Team

Firm Overviews

Kimley-Horn recognizes that the Rush Line Corridor project requires diversity in talent and expertise, and as a team we will provide you with the highest value and leadership in the areas needed to advance the project to the next level, as we have on many Twin Cities area transit projects. We are excited about the talents, leadership, and commitment our team partners bring to the Rush Line Corridor project. Each firm has been carefully selected to bring you the “best of the best” to advance Rush Line. While not a requirement, Kimley-Horn is committed to nurturing strong partnerships with DBE firms that bring added value and expertise to your project. Our team includes 4 DBEs.

This is truly a “rockstar” team that will work collaboratively and effectively for you.



▲ Team National Bus Rapid Transit (BRT) Experience

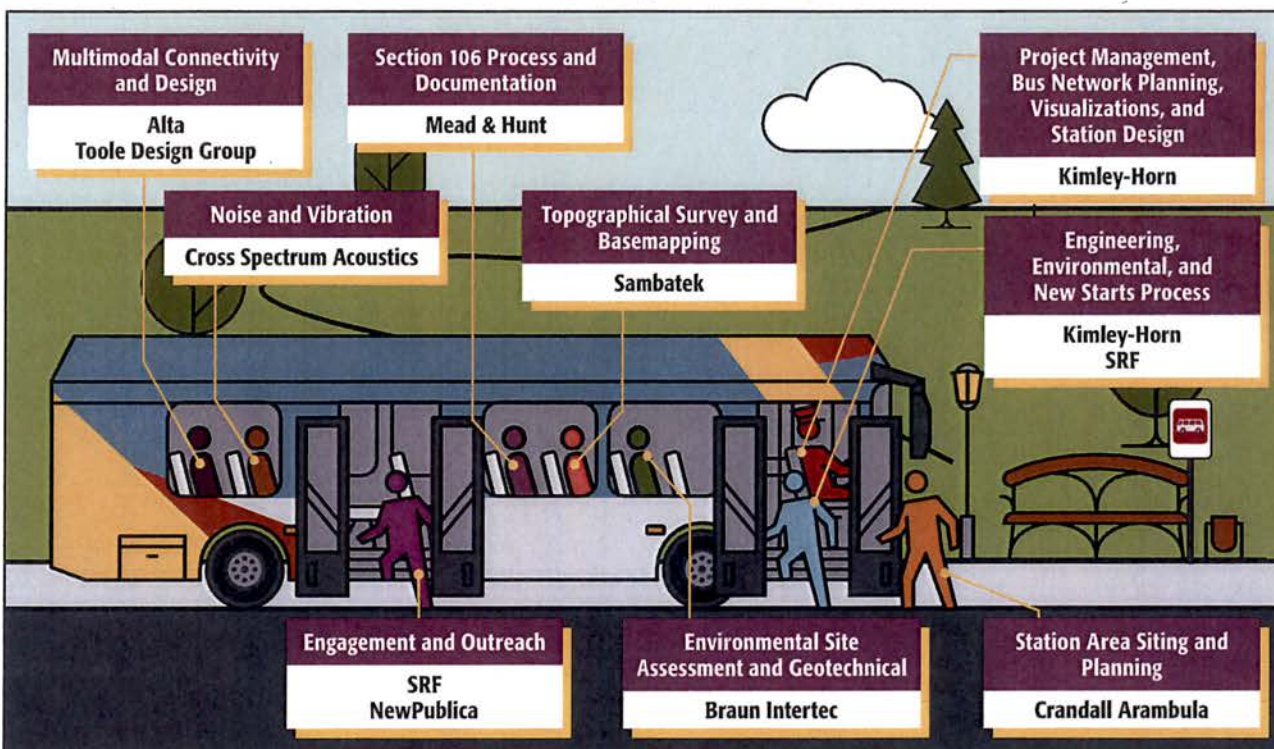
✚ **Value to Rush Line:** Kimley-Horn brings depth of experience and leadership advancing BRT projects through the FTA New Starts, NEPA, and Minnesota environmental review processes.

Kimley-Horn

In the past 50 years, **Kimley-Horn** has grown from a small group of traffic engineers and transportation planners to a more than 3,000-person multidisciplinary consulting firm recognized as a leader in full-service engineering consulting. With 80 offices across the nation, Kimley-Horn's continued growth is the result of the firm's commitment to integrity and dedication to providing quality services. Our clients receive the local knowledge and responsiveness of a small organization, backed by the depth of resources and experience only a national firm can offer.

Kimley-Horn has the technical experience, project management expertise, staff resources, and proven track record to successfully complete the most complex transit projects. Our Twin Cities office is considered the center of excellence for the firm in transit planning, design, and environmental review. We have provided our expertise to projects all over the country and have been fortunate to work on some of the nation's premiere transit projects right here in our backyard, including the Gateway (Gold Line) Draft EA, Northstar Commuter Rail, Green Line, Green Line Extension, Red Line BRT, A Line BRT, and Blue Line Extension projects. We are proud to say that Kimley-Horn staff have worked on every fixed guideway transit project in the Twin Cities region.

A national leader in the field of environmental studies, Kimley-Horn's proven ability and trusted standing in managing the federal NEPA and state environmental processes has earned Kimley-Horn the respect of agencies in Minnesota and throughout the country. Our Twin Cities team members have developed and served as instructors at nationwide environmental training programs sponsored by the National Transit Institute (NTI) in partnership with the Federal Transit Administration (FTA), as well as the Minnesota Department of Transportation (MnDOT) annual Environmental Streamlining and Stewardship conference.



▲ Our team brings you collaboration-focused leaders

SRF



SRF is a full-service transportation planning and design consulting firm that was established in 1961. For nearly 60 years, SRF has built a reputation of excellence by serving public and private sector clients across the United States. SRF is recognized for their innovative and inspired approach to client concerns. SRF has the expertise, capacity, and experience to handle any project—no matter how large or complex.

SRF has worked extensively on major transit corridor projects throughout the Twin Cities including: the Gateway (Gold Line) Draft EA (BRT), Arterial Transitway Corridors Study (BRT), Red Line BRT, Twin Cities Highway Transitway Corridor Study, Minneapolis Midtown Corridor AA, and the Bottineau (Blue Line) Transitway AA, Draft EIS, and engineering. In addition, SRF partnered with the RCRR for the Rush Line Commuter Bus Study and has worked with several of the corridor communities on BRT projects. SRF also brings extensive experience working with the regional travel demand and park-and-ride demand models.

✚ **Value to Rush Line:** Having played a role on all major transit infrastructure projects in the Twin Cities, they provide valuable MnDOT, NEPA, FTA, and regional transit modeling experience.

Alta Planning + Design, Inc.



Alta Planning + Design is a leading multimodal transportation firm specializing in helping communities develop transit systems that are integrated with bicycling and walking networks. Founded in 1996, Alta has over 200 staff in 30 offices across North America, including Minneapolis. Alta has worked in and near the Rush Line Corridor, leading the 3M Multimodal Study, which addressed bicycle and pedestrian connectivity to support future Gateway (Gold Line) BRT in Maplewood. Alta is also currently working with Kimley-Horn to develop concept designs for trail and possible transit reuse of the Ford Spur rail corridor in Saint Paul.

✚ **Value to Rush Line:** Innovative, functional, and safe trail design expertise for the Rush Line Corridor.

Braun Intertec



Braun Intertec's expertise spans a wide range of practice areas, regulatory arenas, and diverse market sectors. From site selection and due diligence to design and construction, Braun Intertec is a trusted advisor to dozens of public entities and hundreds of private clients. Braun Intertec was hand-picked for our Rush Line team because

Attachment A – Scope and Budget

of their vast experience working on transit corridors, including the Blue Line Light Rail Transit (BLRT), BLRT Extension, and A Line BRT. Braun Intertec's experience in the corridor includes sites along the alignment such as Phalen Golf Course, Regions Hospital, St. Joseph's Hospital, Griffin Wheel Works, MnDOT's Cayuga Bridge project, and MnDOT's TH 36 and English Street Interchange project. Currently, they are performing a Phase I Environmental Site Assessment (ESA) for MnDOT along Robert Street, which includes portions of the Rush Line Corridor.

Value to Rush Line: Having performed more than 500 environmental and geotechnical evaluations of sites along the alignment, they bring institutional, first-hand knowledge of the Rush Line Corridor.

Crandall Arambula

CRANDALL ARAMBULA **Crandall Arambula** is an urban design, planning, and architecture firm established in 1998. They are a recognized innovator in developing station area plans in urban and suburban environments across the US. Their transit-oriented development (TOD) experience is represented by more than 100 station area studies and plans. Crandall Arambula's experience creating TOD plans and implementation strategies includes projects around the country, including the Twin Cities metro area. Their urban design and planning efforts focus on creating compact mixed-use communities within a pedestrian-friendly environment that is supported by multimodal transportation options. They have a demonstrated track record of creating policies and implementation tools that build thriving communities around transit.

Value to Rush Line: Local and national expertise to successfully integrate the station area siting and planning work into the overall decision making process.

Cross Spectrum Acoustics (DBE)

 **Cross-Spectrum Acoustics Inc. (CSA)** is a full-service noise and vibration consulting firm. They have more than 135 years of combined experience in the noise and vibration field with a specialty in transit noise and vibration. Two of their staff members are authors of the FTA's Noise and Vibration Guidance Manual, and other staff teach NTI/FTA Transit Noise and Vibration Assessment courses across the country. They have experience on BRT projects across the country and were members of the Kimley-Horn team for the Gateway Draft EA project.

Value to Rush Line: Experts in noise related to BRT projects, including both FTA and FHWA noise guidelines and how those are incorporated together. Ability to effectively communicate complex issues related to noise in a simple and straightforward manner.

Mead & Hunt



Mead & Hunt's Cultural Resources Team specializes in Section 106 compliance for transportation projects. They have extensive MnDOT experience and the largest staff of qualified architectural historians in the Midwest. They are often tapped to complete complex transportation projects within accelerated project schedules and routinely complete cultural resource studies to identify and evaluate the National Register eligibility of properties to support the environmental process. Their experience includes completing Section 106 work for transit projects such as Phase I and II for SWLRT, an expanded BLRT APE, and Gateway BRT projects.

Value to Rush Line: They know how to effectively integrate Section 106 and NEPA activities to meet project deadlines.

NewPublica (DBE)



NewPublica is a local creative community engagement and communications consulting firm with extensive experience across the Twin Cities metro area in outreach and listening to diverse and multicultural audiences. They provide unparalleled expertise in engaging underrepresented communities at grassroots and grassroots levels. NewPublica understands that exceptional communications in a diverse ecosystem of communities is not a one-size-fits-all proposition. They are adept, flexible, and innovative in communicating through varied platforms that include social media, brand and communication design, e-newsletters, print, digital, radio, and other media.

Value to Rush Line: Deep ties with leaders, organizations, and stakeholders that include Hmong, Somali, Latino, and other community residents where trust, understanding, and a foundation for culturally competent engagement is already cultivated.

Sambatek (DBE)



Sambatek, Inc. is a professional services firm that specializes in engineering, surveying, planning, and environmental services. Since 1966, they have forged

Attachment A – Scope and Budget

partnerships with public entities throughout the upper Midwest. Sambatek has been involved in some of the biggest transit projects in Minnesota. Their experience includes the Green Line LRT, SWLRT, and BLRT Extension final design projects, and they are very proud to have been part of the successful A Line BRT project.

Value to Rush Line: Leadership in mapping and survey work.

Toole Design Group (DBE)



Toole Design Group (TDG) has a national reputation in transportation master planning, transit accessibility, Complete Street design, traffic calming, pedestrian and bicycle research and facility design, and a variety of other related areas. TDG has extensive

experience evaluating and recommending improvements related to transit station and bus stop access across the country, including the SWLRT corridor in the Twin Cities. Their staff is familiar with the types of multimodal access issues that are common to many US transit systems, such as pedestrian and bicycle crossings of transit corridors, pedestrian circulation within auto-oriented station areas, bicycle parking volume and design, wayfinding for station access, and bus stop location and design to enhance customer safety and comfort.

Value to Rush Line: Deep experience with planning-level analysis of pedestrian and bicycle access to transit and design work to reduce conflicts and provide seamless multimodal connections at transit stations. Corridor knowledge and experience through their work on the previous phase of the Rush Line Corridor project.

Project Understanding

The Rush Line Corridor project has achieved a milestone in the transit decision making process – the selection of a locally preferred alternative (LPA).

The LPA is an approximately 14-mile long, primarily dedicated BRT guideway connecting Saint Paul, Maplewood, Vadnais Heights, Gem Lake, White Bear Township, and White Bear Lake. The LPA includes 20 proposed stations, 15 of which would be new.

The Rush Line Corridor will provide the all-important role of connecting people to activity centers, whether that be for work, pleasure, or health care. The confirmation of the proposed station locations along the corridor will be defining for the project, and for each community.

Our team understands that the following activities will be critical to successfully advancing the Rush Line Corridor project over the next 24 months:

- Effective integration of findings from previous Rush Line Corridor studies
- A project management approach that strategically brings to the table the Leadership Team members to develop strategies and solutions
- Effective and timely development of PMT, Advisory Committee, FTA, and Task Force materials to advance decisions

- An engagement process that is inclusive, timely, strategic, innovative, and measurable. Each activity will have a defined goal and outcome.
- Develop an informative schedule that outlines for the public and agency stakeholders upcoming activities and ways to effectively participate
- Siting of station locations that maximizes ridership, connections to activity/business centers, development potential, multimodal access, safety, and cost effectiveness
- Develop dedicated BRT and trail design that maximizes multi-modal accessibility, safety, and operational efficiency, while working to enhance the RCRRA rail corridor environment
- BRT alignment along Trunk Highway (TH) 61 that minimizes traffic impacts and incorporates design elements that address pedestrian safety, particularly at station locations
- Conduct technical analysis that effectively informs decisions, maximizes project benefits, and minimizes impacts. Key areas to evaluate include traffic, vegetation, water resources, environmental justice, cultural resources, and noise.
- Coordination with Metro Transit regarding express bus and connecting bus service in corridor
- Effectively use Metro Transit's park-and-ride demand model to size facilities
- Strategic discussions with railroads during design

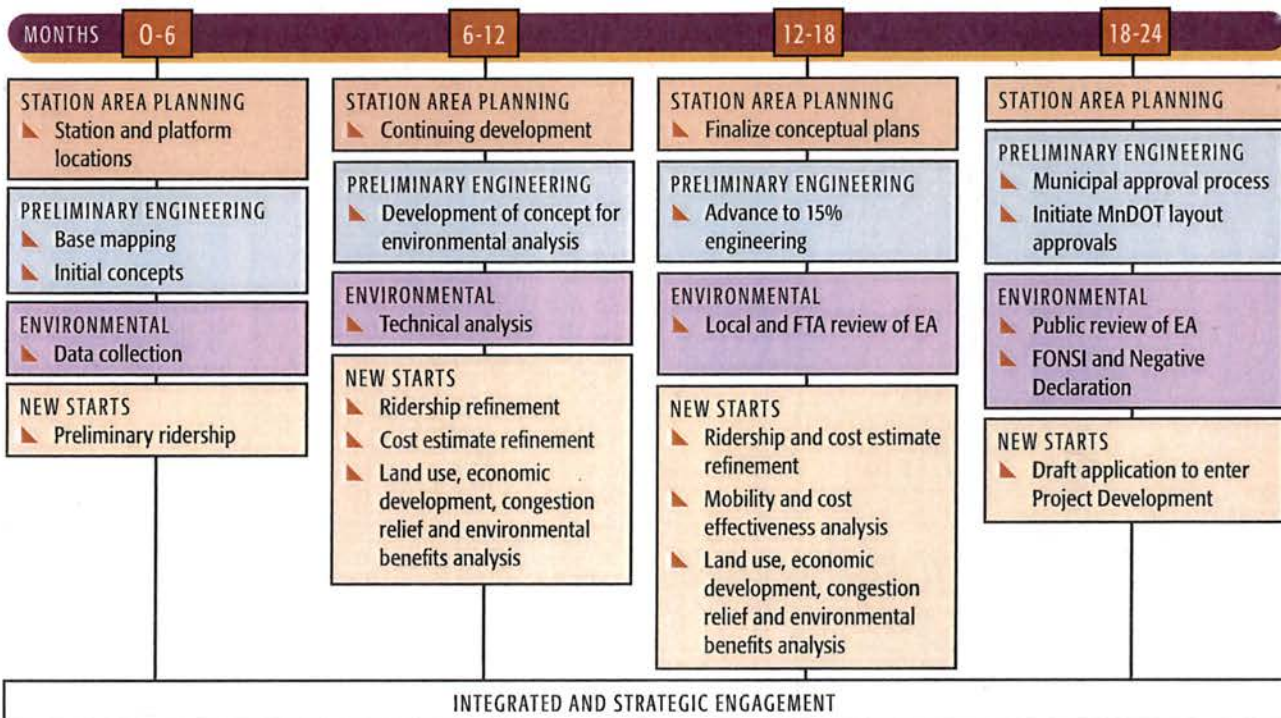
Attachment A – Scope and Budget

- Balancing capital, operating cost, and ridership estimates to advance the most competitive alternative that effectively meets the needs of the project
- Develop issue resolution teams to address outstanding issues, as needed. Teams will meet on an aggressive and focused schedule to develop solutions.
- Quality review time built into all critical deliverables
- Effective use of graphics, including visualizations, to tell the story to the public with clarity

Our team's understanding of issues and opportunities for the Rush Line Corridor project is presented on the following page.

Managing the Process

Two core values of our team — being strategic and integrated — will be key as we work with you to effectively manage the decision making timeline and work needed to advance the project. Our team's understanding of the timeline for key activities is reflected in the graphic below.



▲ Work activities to meet 24-month schedule

Project Approach

Task 1.0 Review of Previous and Work in Progress Initiatives

■ **Objective/Goal:** Comprehensively review past work relevant to the Rush Line Corridor project to effectively incorporate applicable decisions made, technical analysis completed, and policies that apply to future actions.

■ **Approach:** As part of the development of our team and this proposal, the Kimley-Horn team has already reviewed the studies and plans referenced in the RFP. In an effort to more clearly understand project elements, benefits, and potential issues, we also participated in numerous conversations with project stakeholders prior to the issuance of the RFP.

Additionally, **TDG**, most notably **Ciara Schlichting**, will serve as the bridge of knowledge from the previous phase of the project.

Completion of this task will result in a Technical Memorandum, including an issues tracking spreadsheet, that will serve as a blueprint for the following:

- Previous work elements that can be directly incorporated into the next phase of work
- Key work elements that will drive the schedule/decision making
- Issue areas that potentially require individual working groups to effectively resolve the issues

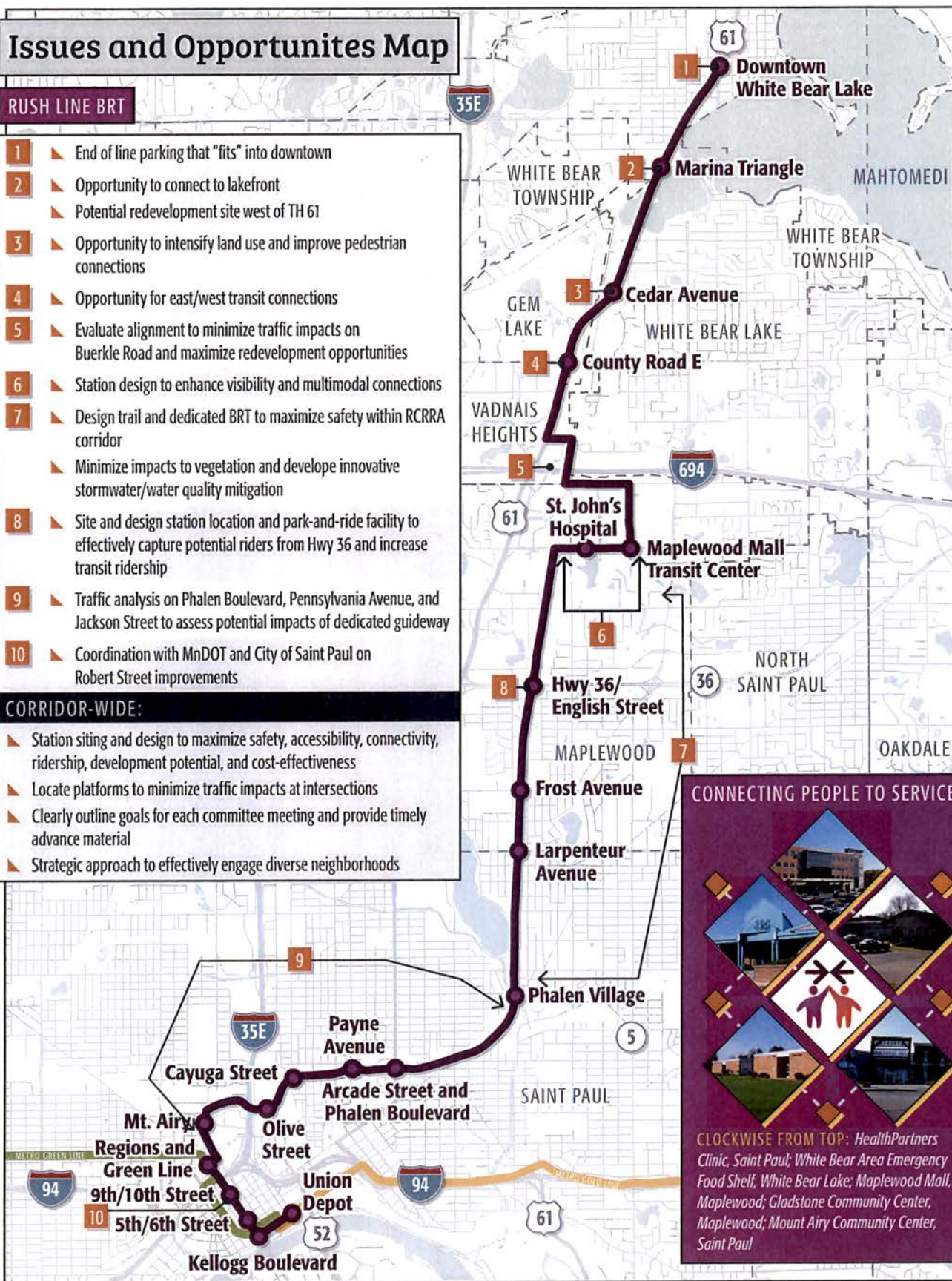
Issues and Opportunities Map

RUSH LINE BRT

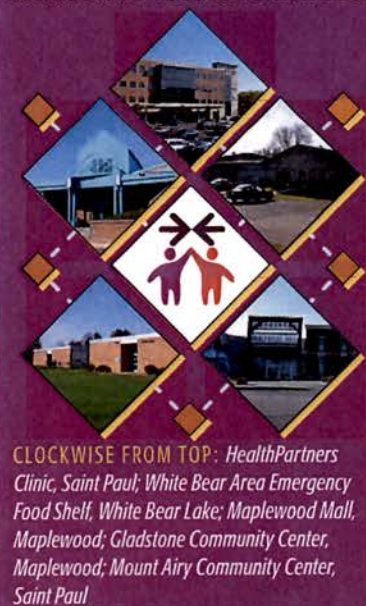
- 1 End of line parking that "fits" into downtown
- 2 Opportunity to connect to lakefront
Potential redevelopment site west of TH 61
- 3 Opportunity to intensify land use and improve pedestrian connections
- 4 Opportunity for east/west transit connections
- 5 Evaluate alignment to minimize traffic impacts on Buerkle Road and maximize redevelopment opportunities
- 6 Station design to enhance visibility and multimodal connections
- 7 Design trail and dedicated BRT to maximize safety within RCRA corridor
Minimize impacts to vegetation and develop innovative stormwater/water quality mitigation
- 8 Site and design station location and park-and-ride facility to effectively capture potential riders from Hwy 36 and increase transit ridership
- 9 Traffic analysis on Phalen Boulevard, Pennsylvania Avenue, and Jackson Street to assess potential impacts of dedicated guideway
- 10 Coordination with MnDOT and City of Saint Paul on Robert Street improvements

CORRIDOR-WIDE:

- Station siting and design to maximize safety, accessibility, connectivity, ridership, development potential, and cost-effectiveness
- Locate platforms to minimize traffic impacts at intersections
- Clearly outline goals for each committee meeting and provide timely advance material
- Strategic approach to effectively engage diverse neighborhoods



CONNECTING PEOPLE TO SERVICES



Task 2.0 Project Management and Coordination

Objective/Goal: Develop a roadmap for coordinated, timely, thoroughly informed decision making supported by sound and understandable technical analysis.

Approach: Strong Leadership Combined with an Integrated Team Approach. The Kimley-Horn team is structured to give you the best staff in each of the key areas required to advance the Rush Line Corridor project. **Jeanne Witzig**, a known and respected environmental planner based in Saint Paul, will lead our team. Through Jeanne's work on the Gold Line, Blue Line Extension, Red Rock Corridor, and Green Line, she has demonstrated her leadership, dedication, integrity, fairness in decision making, and ability to successfully engage members of the client and consultant team to achieve project advancement.

Jeanne puts the highest priority on effective communication, quality products, always planning one step ahead, and coming prepared and ready to serve whatever the situation.

Our team understands the importance of effectively integrating sound planning, engineering, and engagement activities to achieve sustainable decisions. **Our Leadership Team**, comprised of **Beth Bartz** (Public Engagement), **Jim Gersema** (Engineering), **Jessica Laabs** (Environmental), and **Rick Nau** (New Starts), will not only lead Rush Line Corridor tasks, they will be at the table when needed to strategize solutions to advance the project.

Kimley-Horn recognizes that the local decision making process is robust and critical to achieve sustainable decisions. Through experience, we know the importance of mapping out the schedule to achieve decisions. Our approach will focus on these key elements:

- Development of a schedule that includes required local decision making steps
- Timely submittal of advance packets for committee meetings, and clearly articulated goals for each meeting
- Planning for appropriate review times, including quality reviews

Quality management is a practice that Kimley-Horn embraces and continually strives to improve. We are known for the quality of our deliverables.

Our team will develop a Quality Management Plan (QMP) that establishes thorough review processes and procedures, enabling us to continually develop quality work products that meet technical, regulatory, and industry standards. Our QMP will implement processes and procedures to guide our analysis and work as well as to conduct informal and formal reviews of key work products. **Mona Elabbady** will manage our quality review process, ensuring the information developed by the team is sound and of high quality.

In addition, we have identified **Rachel Dammel** as our document management specialist. Rachel has become an invaluable part of our environmental team because of her organization skill, attention to detail, and passion for critical editing – ensuring consistency and clearly written work products.

Task 3.0 Communication and Public Engagement

In the pre-project development study, more than 5,000 people contributed through in-person or online engagement activities and provided the following project direction:

- Provide all-day transit service that connects people to businesses, services, jobs, and education
- Transit options should be cost-effective
- Preserve natural spaces
- Minimize adverse impacts to residential properties and businesses

Public input shaped the development of the LPA, including selection of routes, modes, and general station locations.

Objective/Goal: During this next phase, public engagement activities will build on that foundation, strategically seeking timely input on key decisions critical to each phase of completing preliminary engineering, station area siting and planning, New Starts evaluation, and the EA.

Approach: The 2-year schedule will require a carefully coordinated sequence of project decisions. A variety of engagement activities at each stage will be focused on the critical decisions, and in providing opportunities for stakeholders to be heard:

- **Station Area Planning (months 0-6):** For each station, where specifically should the station platform be located to maximize accessibility and economic development potential? How can we maximize pedestrian and bicycle accessibility to the platform? How should parking be addressed? What station amenities are needed?

- **Preliminary Engineering (months 0-12):** For each segment type (city street, RCRRA ROW, TH 61), where should the guideway be placed within the right-of-way? How will the Bruce Vento Trail and the guideway work together? How should vehicular, pedestrian, and bicycle crossings of the guideway and intersections be addressed? Does the guideway need to be protected? How can the guideway be minimized at critical pinch points to minimize property impacts?
- **EA (months 6-18):** What issues need to be studied in detail in the EA? What are the critical resources in your community that need to be examined? For members of low-income and/or minority groups, how will this project benefit and impact your community? When impacts are identified, how best can those impacts be avoided, minimized, or mitigated?

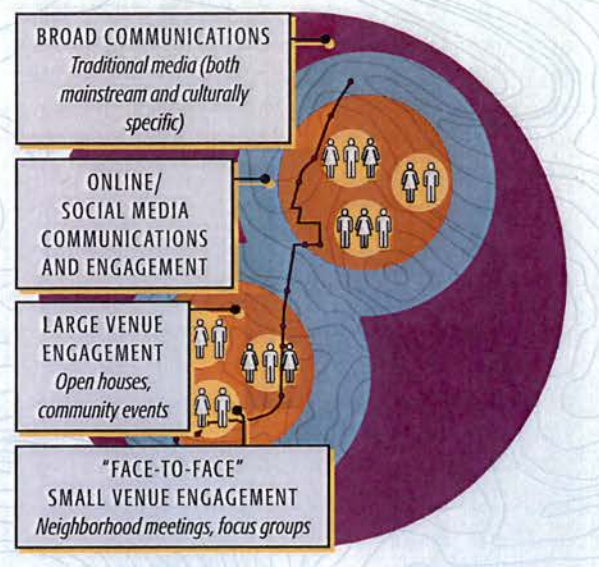
In parallel, we will assist RCRRA (and its strategic communications consultant) with the communications strategy for the project, including:

- Identifying messages regarding key transportation and economic benefits and communicating those in plain language and with eye-catching graphics
- Communicating key elements of the preliminary design and environmental analysis findings
- Traditional and social media strategies to address minority and immigrant communities
- Documenting stories shared at outreach events to inform decisions
- Providing visualizations of key project areas
- Assisting with ADA-compliant communication techniques

The Kimley-Horn team has a proven track record of commitment to proactively ensuring all stakeholders have access to project data to provide informed input into project decisions. Integrity, honesty, active listening, and transparency are key values to our team members, both as professionals and individuals.

The Kimley-Horn team is committed to a public engagement approach that supports Ramsey County's goal to "cultivate economic prosperity and invest in neighborhoods with concentrated financial poverty through proactive leadership and inclusive initiatives that engage all communities in decisions about our future."

Beth Bartz will lead this important and integrated element of the project. To ensure our cultural relevance in communications with the communities of the Rush Line Corridor, **NewPublica** will play a key role in planning and implementing engagement strategies for the Rush Line Corridor project. **TDC** will provide continuity from previous engagement efforts, building on the foundation established in the pre-project development process.



- ▲ *The communication and public engagement plan will lay out specific activities for each phase of the project and discuss the strategic approach between communication and engagement—communication to build overall project support and awareness, and engagement to provide meaningful input into project decisions and ensure community buy-in.*

Engagement is not only measured by the number of events or the number of attendees, but the quality of the input received, the degree of support from corridor communities, and the confidence that the best possible project advances. The Kimley-Horn team has a proven track record of engagement effectiveness from a quantitative and qualitative perspective.

Task 4.0 Project Visualizations

■ **Objective/Goal:** Develop 3-dimensional graphics and illustrations to be used as a tool in clearly communicating design options during the process of resolving project issues to successfully move the project forward.

➤ **Approach:** In our experience the most effective way to help the community, staff, and policy makers understand engineering and design concepts is through 3-dimensional illustrations.

Attachment A – Scope and Budget

We will concentrate our efforts on the use of graphic software tools such as Sketchup, Lumion, 3D Studio Max, and 3D Studio Viz for both design exploration and outreach communication.

Deliverables would include:

- Before-and-after renderings at key locations
- Overall alignment animation at key locations
- Series of short videos

Innovation

Kimley-Horn has pioneered techniques to accurately and realistically overlay design data within full motion drone captured video. Another technique we have used effectively is to animate designs from one fixed perspective. This technique highlights design elements in context.



▲ Blue Line Extension visualizations. Top: West Broadway 3D Model, Bottom: Video Fly Through

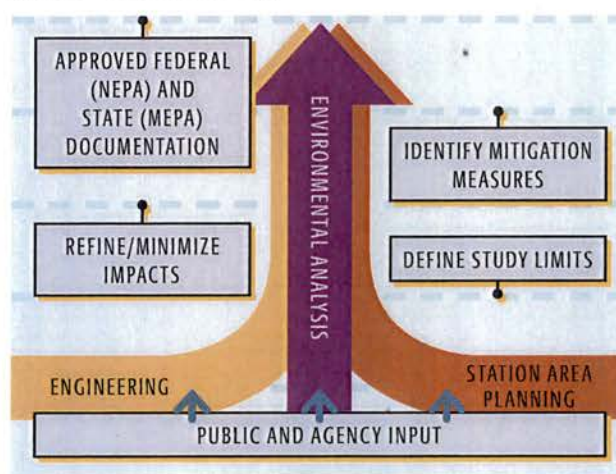
Task 5.0 Environmental Review

Objective/Goal: To deliver environmental analyses and documentation in compliance with NEPA, FTA, and Minnesota Environmental Policy Act (MEPA) requirements, while also informing the development of more advanced engineering.

Approach: Under the leadership of **Jessica Laabs**, our team's approach throughout the Rush Line process will be to effectively integrate sound planning and engineering decisions with the overall environmental review process. Our team will analyze all required issue areas in compliance with NEPA/MEPA and will provide all deliverables listed in the RFP.

The environmental analysis is influenced by other planning and engineering tasks, and vice versa. From our conversations with stakeholders up and down the corridor,

we know that people are eager to start understanding more about the specific effects of BRT, both positive and negative. Many who may have remained silent or ambivalent in early phases of the project will now step forward to ask questions about what will be happening in their communities and backyards, and many of those questions will be about noise, property impacts, loss of trees, and other specific environmental concerns. **We will present technical and often complex environmental information clearly and concisely to facilitate community support and link project decisions to findings.** A streamlined, integrated environmental process is a key element to keep the project moving forward. We will work closely with RCRRA, local project partners, and FTA to develop as much flexibility and tools for disclosure as possible, so stakeholders have accurate and adequate input for decision making.



▲ Technical integration is the key to environmental success.

In the development of any mitigation measures, we will clearly identify measures that are required versus measures that could be considered local betterments.

Through the entire environmental process, there will be close coordination with outreach efforts, particularly for environmental justice communities. Carrying forward the inclusive, comprehensive engagement that is the cornerstone of our overall project approach, will help transition smoothly to a Finding of No Significant Impact (FONSI).

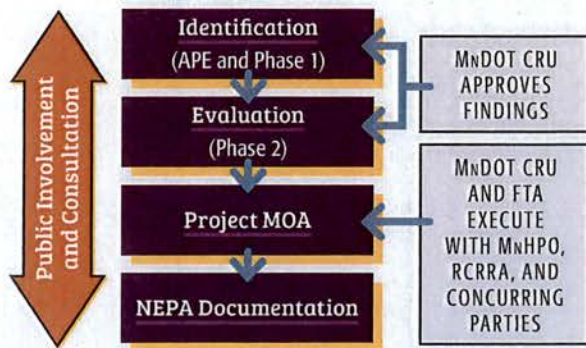
Cultural Resources

Objective/Goal: Early identification of cultural and historic resources, and related coordination with reviewing agencies, to inform environmental review and design.

Attachment A – Scope and Budget

Approach: The foundation of our approach is to actively engage MnDOT CRU throughout this task to identify and evaluate cultural and historic resources. As proven on our past transit work with MnDOT CRU, frequent dialogue founded on a strong, positive working relationship limits surprises. Key coordination steps with MnDOT CRU include:

- Definition of the APE
- Identification of Phase II properties
- Preliminary Phase II finding



▲ Section 106 Cultural Resources Process

We are successful in delivering large-scale survey and evaluation projects by utilizing innovative in-field collection data methods that provide consistency in the results and streamline production of project deliverables. These methods include digitized inventory forms and GPS-located photographs. A stringent quality review process combined with decades of experience working with MnDOT facilitates agency acceptance of the reports without multiple rounds of revisions. Section 106 tasks will also be closely coordinated with key milestones to keep the project on schedule.

Phase I and II ESAs

■ Objective/Goal:

- Complete current and comprehensive Phase I and II ESAs in advance of future property acquisition to obtain contamination-related liability assurances
- Provide contaminant-related data to inform design, station area planning, and property acquisition
- Apply the contaminant-related data to prepare Response Action Plans (RAPs)

Approach: The Phase I ESA will be performed in conformance with the scope and limitations of USEPA AAI/ASTM E1527-13 and modified with ranking of identified parcels as exhibiting a high, medium, or low potential for contamination. This modified approach is particularly useful in evaluating linear corridors that encompass numerous parcels.

Completion of the Phase I ESA will include the following:

- Study area history reviews
- Site reconnaissance and interviews
- Report preparation

Based on review of the corridor, it is likely that a Phase II ESA will be required. Typically, the scope and magnitude of a Phase II ESA is determined upon completion of a Phase I ESA and should be initiated upon 30% design completion, as construction and right-of-way impacts are more evident.

However, we understand that RCRRRA may wish to evaluate environmental impacts at specific locations to correlate with this phase of planning. For this proposal, we have included costs to provide a limited Phase II ESA at the TH 36 and English Street intersection.

Task 6.0 Engineering

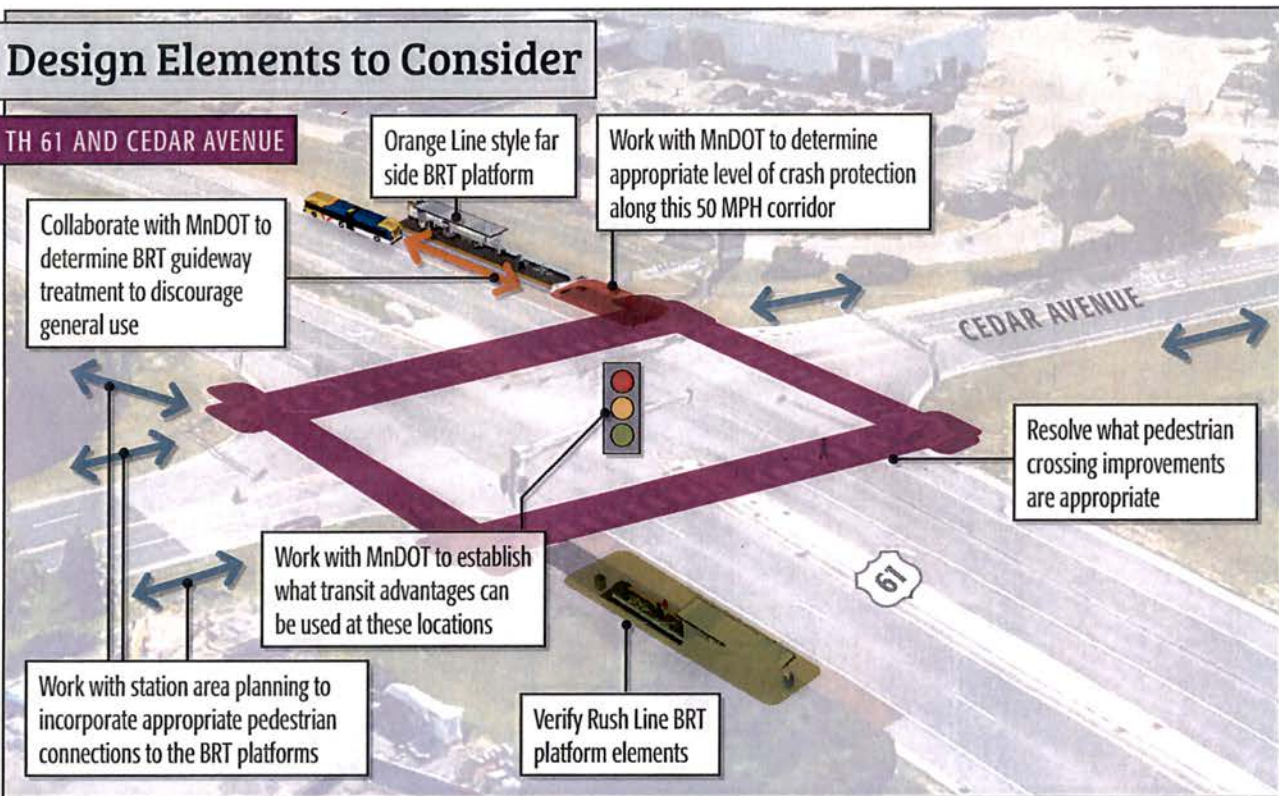
Objective/Goal: Take the next step in realizing the vision of dedicated BRT for the Rush Line Corridor by adding detail to the concept.

Approach: Jim Gersema will lead this task, and implement an approach focused on effective communication of technical information to stakeholders, enabling us to obtain feedback and keep the project moving forward. For instance, we will work with stakeholders to determine the appropriate level of improvements needed at the BRT stations along TH 61 (See graphic on following page).

As we have successfully done on other transit projects throughout the design process, we will prepare a series of exhibits and renderings to help identify appropriate project elements and garner stakeholder consensus.

Our team will work with the PMT to identify and focus on the details that matter to affected stakeholders and property owners as we support you in building consensus on design. This focus will allow for streamlined discussions and successful approvals. The Kimley-Horn team has successfully delivered more than 50 staff-approved layouts in the past 5 years, including layouts associated with the Orange Line BRT, Blue Line LRT extension and Green Line LRT extension projects. We understand the amount of coordination needed to blend transit design into MnDOT's facilities and processes.

The design and operation of traffic and BRT along the alignment will be analyzed and documented in support of the design process. This will include collaboration with project stakeholders on determining the design criteria to be used for the BRT design of dedicated guideways within MnDOT, County, and City right-of-way, and the RCRRRA corridor.



▲ TH 61 and Cedar Avenue Guideway and Station Issues and Opportunities

These design criteria will be used as our bridge designers assess the condition of the existing bridges to remain, and to prepare conceptual bridge designs that support the MnDOT coordination process and feed into the project cost estimates.

The trail and transit designers on our team will present the best combination of options, resulting in a high-quality transit facility throughout the corridor, but most importantly in the co-location of the guideway alignment with the Bruce Vento Trail.

Improvements and mitigation measures will be developed collaboratively with the project team and stakeholders throughout the process and may include modifying the traffic operations scheme, BRT alignment, roadway design, trail design, station access, location, or control.

Task 7.0 Topographical Mapping and Survey

Objective/Goal: Preparation of project base mapping products to support engineering and environmental work for the project.

Approach: The Kimley-Horn team will collect aerial imagery and LiDAR data for the corridor. **Sambatek** will first complete a project-wide 3-dimensional control

survey. This will be done in the first quarter of 2018, prior to spring 2018 "flying season." Sambatek and Quantum Spatial will then collaborate on the LiDAR and digital aerial imagery collection campaign. Sambatek will provide real-time and post-acquisition aerial control surveys for a Quantum Spatial precision low-level LiDAR data collection campaign from which 3-dimensional existing conditions mapping will be prepared. Digital aerial imagery will be collected concurrent with the LiDAR collection.

Task 8.0 Station Area Planning and Design

Objective/Goal: Identify station locations that maximize ridership, improve TOD potential, and increase transit access for pedestrians and cyclists – consistent with the plans and objectives of the communities.

Approach: The inclusion of station area planning at this phase in a project is unique, and we believe an asset in the decision making process. Our team keenly understands the importance of siting stations and platforms within the first six months of the project, as this drives many decisions and technical analyses. The station area planning task, led by **Jason Graf** and **Don Arambula**, has several critical elements that must be effectively integrated to optimize the process.

Attachment A – Scope and Budget

Our approach highlights several of the key areas:

- Capitalize on transit knowledge gained from planning and design of numerous BRT station areas
- Build upon our team's local understanding of stakeholders issues, constraints, and opportunities to meet established and emerging project and community objectives
- Use this knowledge to enhance the project's FTA New Starts Program rating and provide for each of the local municipalities a framework for the creation of economically prosperous and livable communities focused around the Rush Line transit stations

Inclusive and Comprehensive Input

In concert with the overall public engagement plan, we will actively engage municipalities directly in the station planning efforts, including:

- Organize the station area planning activities into segments of station areas that share similar characteristics (e.g., Bruce Vento Trail) and/or are within a single local jurisdiction (e.g., Saint Paul)
- Develop individual stakeholder engagement plans for each municipality
- Develop city-specific schedules and targeted deliverables for conceptual station area plans that address unique jurisdictional conditions and needs
- Provide an initial 6-month, corridor-wide visioning, research, analysis, and station and guideway location planning and urban design effort. Development of the conceptual station area plans will be follow.

We will focus on increasing BRT ridership, improving operations, and minimizing costs.

Creating Communities Around Transit

Station area plans will be prepared so they can be used by local jurisdictions for next-step actions. Our team will:

- Consider market data to support development concepts
 - The team will rely on real estate market assessment to inform and unlock value in development that integrates mixed-use neighborhoods and urban spaces. The market assessment, led by **Jessica Rossi**, will combine quantitative demographic, economic, and real estate data with qualitative research to identify future development and/or redevelopment opportunities. This data-driven process analyzes baseline and historical conditions; the location, direction, and outcomes of investment decisions; and the use of real estate by various sectors of the local economy.

By understanding current and future market dynamics, we will be able to inform land use recommendations around the station areas that reconcile the development potential of the station areas with macro-level market forces and local performance measures.

- Identify opportunities to address housing, employment, and education gaps
 - Leveraging demographic and economic data gathered as part of the Market Assessment, our team will prepare a Gap Assessment for housing, employment, and education focus topics. This effort will identify areas along the corridor where supply and demand do not align and will consider both existing conditions and expected future demographic shifts. Based on research of national best practices, our team will suggest methods that can be leveraged, including transit service, to close any noted gaps for housing, employment, and education.
- Identify strategies for implementation, including phasing, timelines and responsibilities, and potential financing. An infrastructure strategy that supports development concepts will be provided.

Station Design

Within the existing regional transit system there has been an evolution in the station design approach, where early projects allowed for significant contextually-based improvements at the cost of challenging maintenance. Recent projects have led to a more balanced approach to achieving both community identity and maintenance. We anticipate that the communities along the Rush Line Corridor will have similar interest in local expression and will want to have input in community placemaking for this transit facility in their community.

There are several station area components that provide opportunities for community identity and placemaking. They include platform shelter (color), platform pavements, lighting, fencing and railings, bicycle parking, and landscaping, illustrated below.



▲ Station Components

Our designers are deeply committed to helping create public infrastructure and transit facilities that consider the needs of the community.

We will work closely with our discipline partners and stakeholders to explore meaningful design solutions that balance function with creativity, safety with accessibility, and utility with vision.

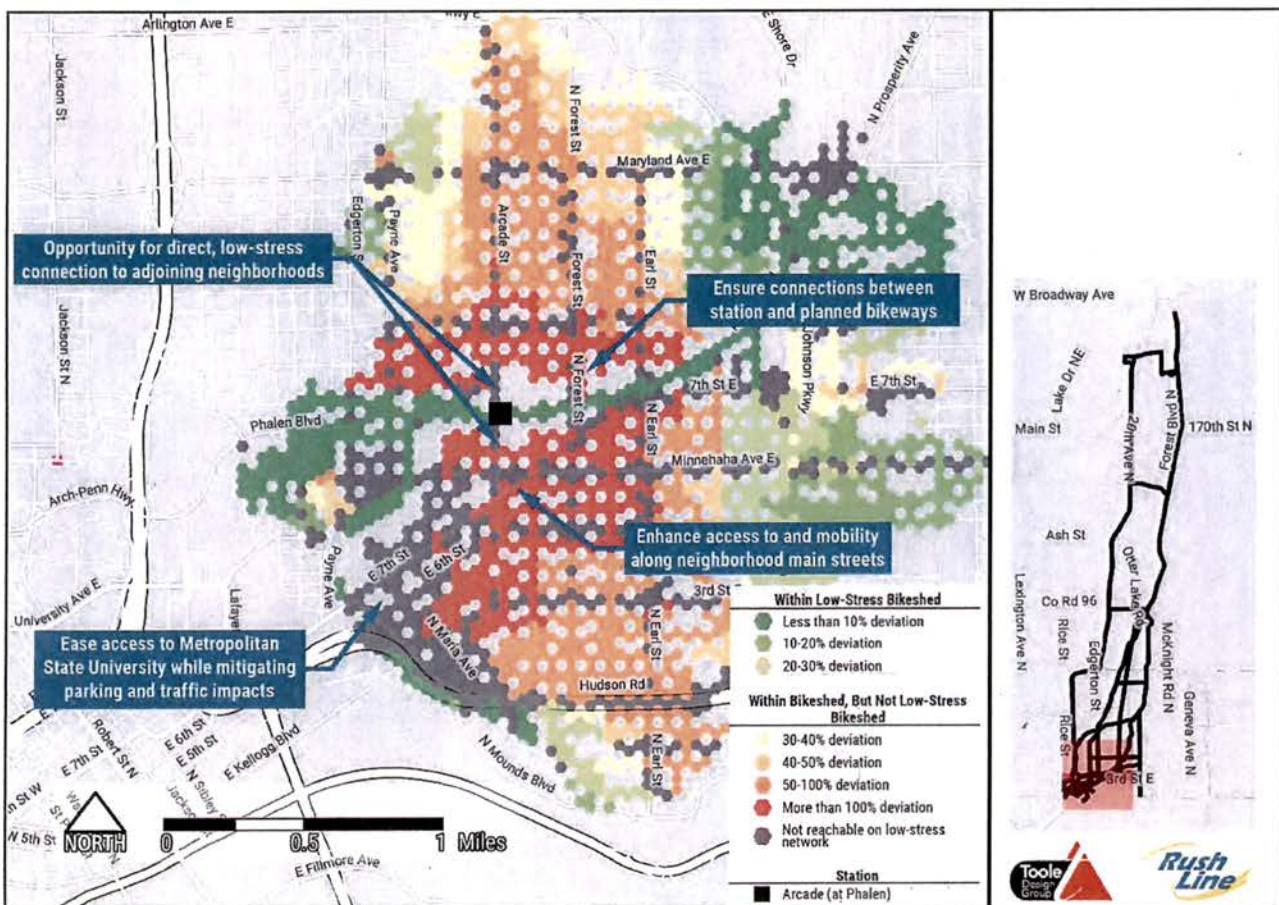
Pedestrian and Bike Connections

Our station area planning team includes **TDG**, who will work in concert with **Crandall Arambula** to enhance the multimodal connections at the station locations. TDG will build on its prior work on the Rush Line Corridor, using proven methods to identify strategic investments in the walking and biking network that will most efficiently and effectively expand and improve station access. Low-stress bicycle network analysis conducted for the pre-project development study provides detailed insights into opportunities to expand and improve station access.

The figure below illustrates how TDG's prior work on the corridor will inform further analysis of station access. The detailed understanding of the existing and potential low-stress bicycle network TDG built for the pre-project development study will assist in station and platform placement to make best use of existing infrastructure, where possible.

Health Impact Evaluation

The HIA will occur early in the process to determine the appropriate health indicators to consider as part of the design process. The HIA will also serve as a critical tool in helping educate policy makers and community members on the project's ability to achieve social equity goals. In addition, the HIA will help build stronger capacity amongst planners, engineers, and public health officials in achieving positive health outcomes throughout the corridor. Our process will be fluid, data-driven, and presented clearly to the public and policy makers.



Task 8.0 RCRRA Right-of-Way (ROW) Master Plan

Objective/Goal: Develop a RCRRA ROW Master Plan that can be used as a basis for preliminary engineering. Address key issues including vegetation, impacts to adjacent properties, preserving the recreational value of the Bruce Vento Trail, and safety for trail users and adjacent residents.

Approach: Our team includes specialists in trail, BRT, landscape, and lighting design that will develop a Master Plan to set the stage for preliminary design. We see the Master Plan as an opportunity to envision ways the Rush Line can enhance the RCRRA ROW and the Bruce Vento Trail, especially related to the following topics:

Vegetation and Adjacent Properties: Our team understands the local concerns regarding potential impact to existing vegetation in the RCRRA corridor associated with this project. Hence, we have provided a more detailed approach to this specific work element. The objective of this task will be to effectively coordinate station and trail design infrastructure to minimize impacts to existing natural resources and vegetation. TDG performed a preliminary general natural resource and vegetation assessment for the Rush Line Corridor pre-project development study. TDG will conduct a tree inventory composed of individual species characteristics. A preservation plan will aim to retain as many trees as possible, to minimize the injury during future construction activities, and to preserve the visual appeal of the corridor.

Recreational Value of the Bruce Vento Trail: The Bruce Vento Trail will need to be relocated as part of the project. This is an opportunity to consider how the trail can best function for the mix of users, including recreation, access to transit, and non-motorized transportation.

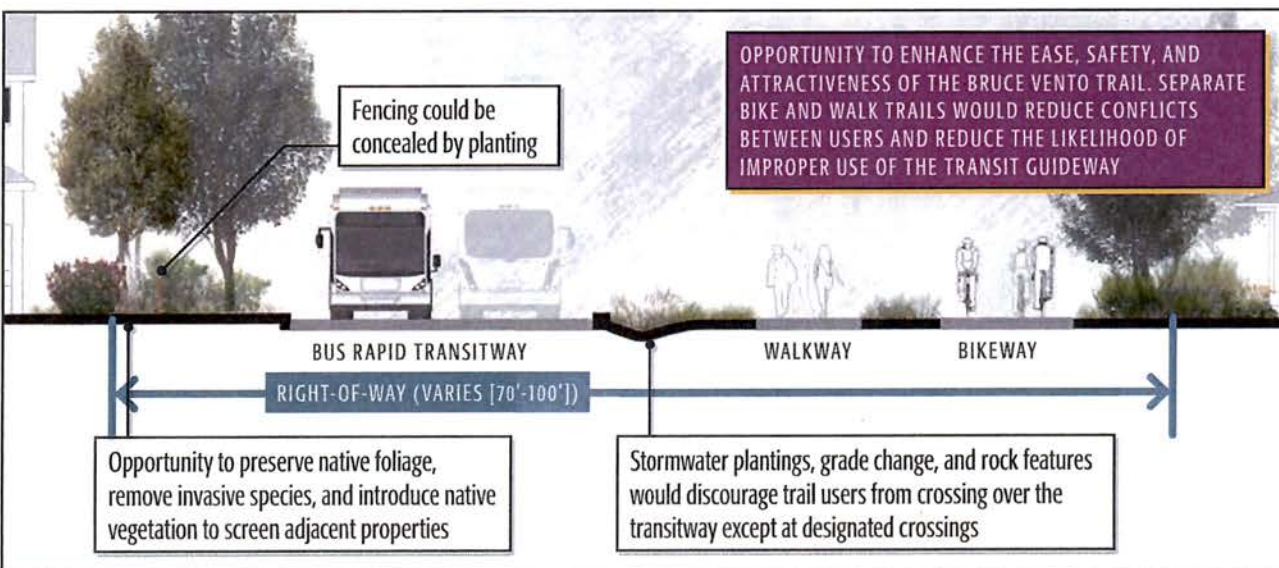
Safety: The master plan will include specific designs and strategies to support safety and discourage trail users from entering the transit guideway. The buffer between the trail and transit could include a mix of vegetation and rock features to discourage access without the visual impact of a fence.

Task 10.0 Bus Network Service Planning

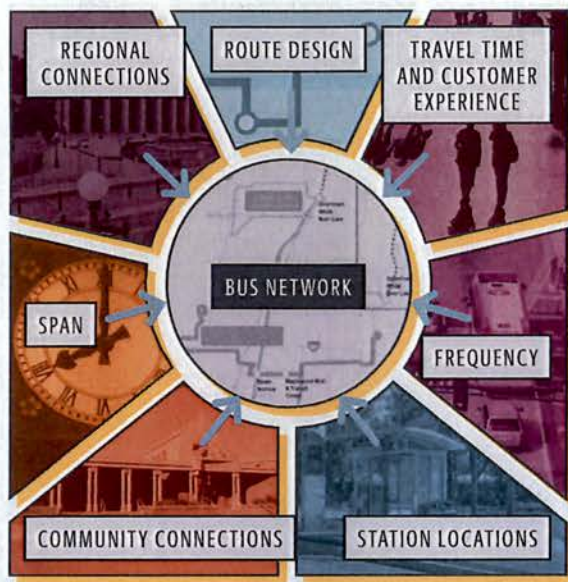
Objective/Goal: Identify Metro Transit routes that could benefit from using the Rush Line BRT guideway. Support the LPA with an updated bus network for the Rush Line Corridor.

Approach: The Rush Line BRT guideway will be a beneficial transit asset in the northeast metro, and it will be prudent to make the best use of this investment by transit routes in this area. We will work with RCRRA and Metro Transit staff to analyze and identify bus routes that could benefit from using the Rush Line BRT guideway.

While it is important to make the most of this investment, it is also essential to consider the existing routes and travel patterns of these routes, and assess potential changes to travel times. We will account for how other Metro Transit routes using the guideway will affect the overall design and operation of the Rush Line Corridor and how the use of the corridor will affect the FTA New Starts competitiveness of the project.



▲ RCRRA ROW Analysis



▲ Key elements to developing an effective bus network

The Kimley-Horn team has a strong relationship with Metro Transit service planning staff and a local understanding of the bus routes that currently operate in this corridor. We will use our experience working on the bus networks for the Green Line, Green Line Extension, and Blue Line Extension to continue working with Metro Transit staff on the bus network for the Rush Line Corridor.

There is significant transit history in this corridor, which experienced route changes with the Sector 2 Study in the early 2000s, and building upon this history will help to support overall ridership. As planning and engineering progresses, the Kimley-Horn team will build upon the initial bus network planning for the project and will adjust the proposed bus network as we reassess the feasibility, benefit, span, and frequency of these routes.

Task 11.0 Capital Cost and Operating Cost Estimate

Capital Costs

Objective/Goal: To establish a realistic project budget that can confidently be used to solicit funding.

Approach: The Kimley-Horn team uses a total cost management approach in developing cost estimates at each design milestone that allows for transparency in cost management and reporting as the project develops.

Local cost estimating staff with experience estimating FTA New Starts projects.

Early in project development, a Cost Breakdown Structure will be developed to maintain consistency as the design matures and allows for reporting to the FTA SCC code structure. Building off of the success of the Gateway project, Kimley-Horn also recommends holding a cost workshop with stakeholders early in the process to gain support for key costing assumptions.

Operating Costs

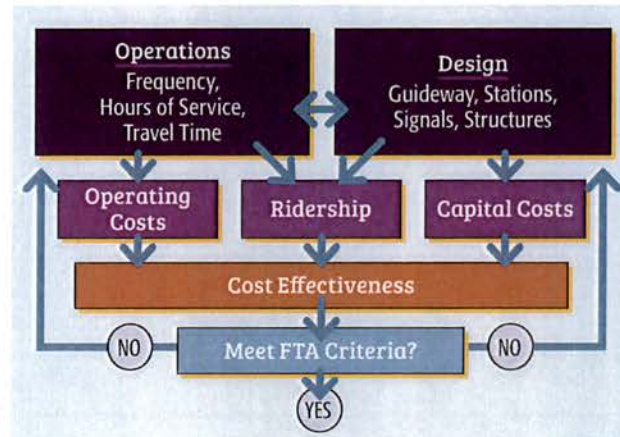
Objective/Goal: Refine the operating cost estimates to reflect any changes in operating assumptions.

Approach: As planning and engineering progresses for the Rush Line Corridor, the Kimley-Horn team will update the operations and maintenance cost estimates. These estimates will reflect the work completed for other BRT projects in the Twin Cities and will utilize the FTA New Starts Program guidance and templates.

The Kimley-Horn team has created operations and maintenance cost estimates for several transitways in the Twin Cities and is familiar with the BRT cost models for the region.

Task 12.0 FTA New Starts Evaluation

Objective/Goal: To evaluate and document the project relative to FTA New Starts criteria and develop a draft application to enter FTA Project Development.



▲ Integrated Approach to New Starts Evaluation Process

Approach: Developing a project that meets FTA criteria is critical to obtaining federal capital funding; in particular, cost and ridership should be considerations throughout the study. Rick Nau will lead this task and bring both local and national FTA expertise to the process. Kimley-Horn's basic approach to this task will

be to address the FTA criteria proactively and use the design process to enhance the value of the project as measured by the FTA criteria. We propose to build on the work completed in the pre-project development study to advance an FTA New Starts competitive project.

We will review and refine the capital and operating cost estimates early in the process and compare the estimated annualized costs to forecast annual ridership. The estimated cost effectiveness (CE), one of the New Starts evaluating criteria, will inform the design process and will be updated as the design progresses.

Project Services

The Project Approach section of our proposal has been structured to present our team's unique approach to each of the work tasks outlined in the RFP.

- **Key project staff to be involved and their roles and responsibilities** – Please refer to the Project Team and Experience section on the following pages
- **Time commitment** – A breakdown of team member commitment (hours) by task and for the overall project are included on page 23

Similarly, a preliminary assessment of the other New Starts criteria (mobility, environmental, congestion relief, economic development, and land use) will be conducted and used to inform the design process if there are opportunities to improve project ratings. Moving the project into the FTA Project Development process will require early and frequent coordination with FTA staff to ensure project information meets their requirements. The Kimley-Horn team will monitor the status of the New Starts program throughout the study process and adjust our approach as required to address any changes in program requirements.

- **Timeline** – Our team's schedule reflects a 24-month schedule. To achieve this, our team will focus on critical path schedule management and active engagement of RCRRA, your local project partners, the advisory committees, Rush Line Task Force, and FTA. Strategic communication and planning will be a key team focus. The project schedule is included on page 24.
- **Deliverables and RCRRA responsibilities** – We are in agreement with the deliverables and RCRRA responsibilities as defined in the RFP

Project Team Organization and Experience

Project Team Organization

An organization chart can be found on the following page.

Project Team Key Staff

Jeanne Witzig, AICP, Project Manager

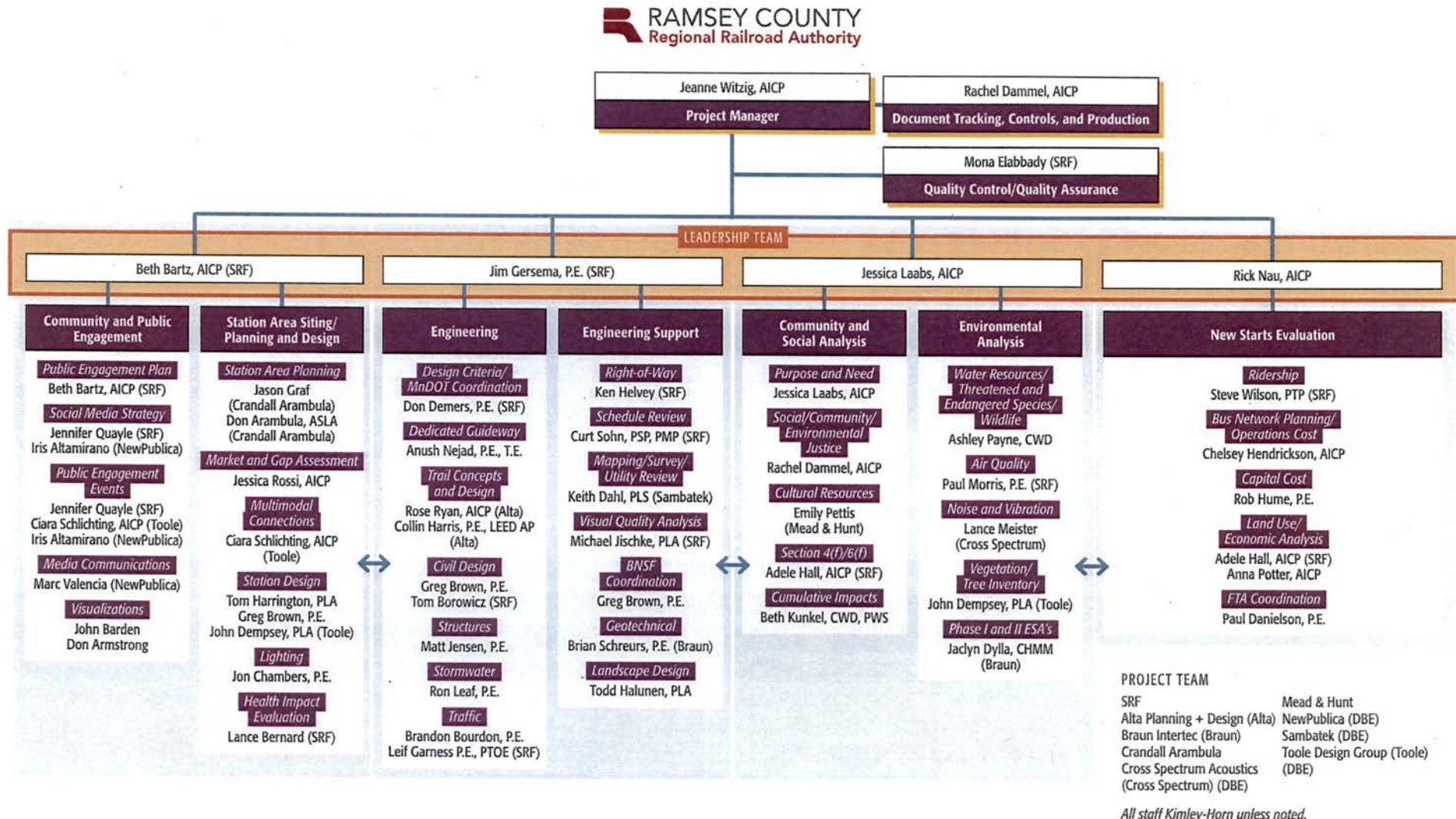


“Our team reflects the diversity of talents that are important to continued advancement of the Rush Line Corridor project. I am ready and excited to partner with you to bring our leadership to the table to help make the Rush Line Corridor project a reality!”

Jeanne will serve as project manager for the Kimley-Horn team. Located in our Twin Cities office, Jeanne has 30 years of experience managing the environmental review process at the federal and state levels.

She has been part of the successful preparation and completion of local environmental review processes in the Twin Cities region for major transit-related projects including the Gateway (Gold Line) Corridor, Bottineau Transitway, Hiawatha LRT, Northstar Corridor, Green Line LRT, Southwest LRT, Northern Lights Express High-Speed Rail, East Metro Rail, Red Rock Corridor, and Target Field Station (formerly The Interchange). Jeanne has worked extensively with MnDOT's Office of Environmental Stewardship, and expertly integrates the NEPA, MEPA, Section 106, and Section 4(f) processes. She has served on several peer review, value planning, and QC/QA panels for transportation projects throughout the country and has developed national environmental training workshops. She understands and has experience successfully navigating transit projects through the FTA New Starts and Small Starts processes.

Jeanne is known and respected for her ability to work in a multidisciplinary planning and design environment, her absolute commitment to projects she works on, and her strategic approach to solving problems.

Organization Chart

PROJECT EXPERIENCE

- **WCRRRA** — Gateway (Gold Line) Corridor Draft EA, Ramsey and Washington Counties — Project Manager
- **HCRRA** — Bottineau Transitway (Blue Line Extension) Draft EIS, Hennepin County — Environmental Manager
- **AC Transit** — East Bay BRT Final EIS/ROD, Oakland and San Leandro, CA — Final EIS Task Manager
- **Metropolitan Council** — Central Corridor (Green Line), Hennepin and Ramsey Counties — Environmental Liaison
- **Cobb County** — Connect Cobb EA (BRT), Cobb County, Georgia — Senior Environmental Planner/FTA Strategic Direction
- **MnDOT** — Northern Lights Express High Speed Rail Tier 1 and 2 EA, Minneapolis to Duluth, MN — Environmental Manager (on Project Management team)



**Beth Bartz, AICP,
Community Engagement
and Station Area
Task Manager**

Beth led the strategic development of public and stakeholder engagement strategies for the Gateway Draft EA

and the Bottineau Transitway EIS. She has demonstrated her ability to develop and implement successful public involvement and conflict resolution strategies. Beth's approach to public involvement includes the development of a customized plan that focuses on drawing out community needs and concerns, facilitating discussion of alternative trade-offs, and providing strategic approaches to addressing stakeholder concerns.

PROJECT EXPERIENCE

- **WCRRRA** — Gateway (Gold Line) Corridor Draft EA, Ramsey and Washington Counties — SRF Project Manager
- **Metropolitan Council** — Green Line (Central Corridor) LRT Supplemental EIS and Record of Decision: Construction-Related Potential Impacts on Business Revenue, Minneapolis and Saint Paul, Minnesota — SRF Project Manager
- **Milwaukee Transport Services, Inc.** — East-West BRT Environmental Assessment, Milwaukee and Wauwatosa, WI — Senior Advisor
- **Town of Chapel Hill** — North-South Bus Rapid Transit NEPA Study, Chapel Hill, North Carolina — Senior Advisor



**Jim Gersema, P.E.,
Engineering Task Manager**

Jim will oversee the BRT design and coordination for the Rush Line Corridor project. Jim's experience includes a variety of municipal, MnDOT, and transit projects including

the Gateway Draft EA and the BLRT Extension. His expertise has allowed him to work collaboratively with MnDOT and Metro Transit on a variety of projects, including acting as the BRT design lead on the Orange Line BRT final design. His depth of knowledge includes MnDOT ADA design, BRT platform design, intersection pedestrian safety design, and trail design.

PROJECT EXPERIENCE

- **Metro Transit** — Orange Line BRT Final Design, Twin Cities, MN — BRT Design Lead
- **Metropolitan Council** — Blue Line Light Rail Transit (BLRT) Extension, Hennepin County — Roadway/Trail/ADA Design
- **WCRRRA** — Gateway (Gold Line) Corridor Draft EA, Ramsey and Washington Counties — Civil Engineering Design
- **Dakota County** — Red Line Cedar Avenue Improvements — Civil Design Lead
- **West St. Paul** — Robert Street Improvement Project — Civil Design Manager



**Jessica Laabs, AICP,
Environmental Task Manager**

Jessica has 17 years of experience as an environmental planner and engagement strategist. Jessica's specialty is preparation and implementation of environmental

documents. She has experience with all levels of environmental review for transportation projects and has served clients from the FTA and FHWA to state DOTs, local counties, and cities. She has extensive experience in scoping, environmental analysis, and documentation, with a particular focus on social and community impacts including environmental justice. Jessica has a unique ability to manage multidisciplinary teams and has a comprehensive understanding of various permitting requirements, including the Section 106 process and the Section 404/NEPA merger process.

PROJECT EXPERIENCE

- **WCRRRA** — Gateway (Gold Line) Corridor Draft EA, Ramsey and Washington Counties — Environmental Task Lead
- **HCRRA** — Bottineau Transitway (Blue Line Extension) Draft EIS, Hennepin County — Scoping Lead/Environmental Planner
- **City of Milwaukee** — Milwaukee BRT Environmental Assessment, Milwaukee, WI — Quality Reviewer
- **Cobb County** — Connect Cobb EA (BRT), Cobb County, Georgia — Environmental Planner



Rick Nau, AICP, New Starts Task Manager

Rick brings national and local experience with a wide variety of modes (bus, BRT, LRT, streetcar, commuter rail, passenger rail) and has managed feasibility studies, alternatives analyses, NEPA, and preliminary engineering studies. Rick has prepared FTA New Starts documentation and has coordinated with clients, local planning officials, communities, and regulatory agencies to advance projects toward implementation.

PROJECT EXPERIENCE

- **Hampton Roads Transit** — Peninsula Transit Corridor Study, Newport News and Hampton, VA — Project Manager
- **City of Miami Beach** — Streetcar Concept Design and Environmental Analysis, Miami, FL — Task Manager

Rick worked on the following projects prior to joining Kimley-Horn and Associates, Inc.:

- **RCRRA** — Union Depot Concept Design and Environmental Assessment, Saint Paul, MN — Project Manager



Mona Elabbady, Quality Review

Mona is an experienced planner with 15 years of local and national transit experience. Drawing on her diverse project experience, she possesses outstanding technical skills along with FTA New Starts corridor-level and environmental analysis expertise. Mona has contributed to all levels of transit and transportation planning projects including corridor feasibility, model analysis, impact assessment, agency coordination, and stakeholder engagement.

She is highly regarded for her commitment to working collaboratively with clients and dedication to providing exceptional service.

PROJECT EXPERIENCE

- **Milwaukee Transport Services, Inc.** — East-West BRT Environmental Assessment, Milwaukee and Wauwatosa, Wisconsin — Project Manager
- **Metro Transit** — Penn Avenue Corridor Vision and Implementation Framework, Hennepin County, Minnesota — Project Manager
- **HCRRA** — Bottineau Transitway (Blue Line Extension) Draft EIS, Hennepin County — Quality Control/Quality Assurance



Ciara Schlichting, AICP, Multimodal Connections

Ciara is a senior planner with 20 years of experience planning and implementing complex multimodal transportation, land use, and parks and trails projects. She specializes in leading federal and state required environmental documentation for a variety of project types including transit, trails, mixed-use redevelopment, mixed-use greenfield development, and institutions. Ciara had a multifaceted role on the Rush Line Corridor pre-project development study and will bring that knowledge and experience to this next phase.

PROJECT EXPERIENCE

- **RCRRA** — Rush Line Corridor Pre-Project Development Study, Saint Paul, MN — TDG Project Manager
- **Hennepin County** — Southwest LRT Bicycle Facility Assessment, Hennepin County, MN — Senior Planner
- **Saint Paul Department of Public Works** — Jackson Street Reconstruction and Capital City Bikeway, Saint Paul, MN — Project Manager



Jason Graf, Station Area Planning

Jason Graf has 17 years of experience in TOD land use and circulation planning, design guidelines and standards, and implementation strategies. His recent TOD projects include the Shady Oak Station Area Development Plan in Hopkins; TOD Corridor Plan and Fitzsimmons Parkway Station Area Planning and Design Study in Colorado and Mill Woods Transit Precinct TOD Plan in Alberta.

Jason will serve as the project team's station area planning and design coordinator. He is currently the project coordinator for the Gold Line BRTOD Plans project.

PROJECT EXPERIENCE

- **Washington County and the Cities of Saint Paul, Maplewood, Landfall, Oakdale, and Woodbury** — Gold Line BRTOD Plans, Washington and Ramsey County, MN — Project Coordinator
- **City of Hopkins and City of Minnetonka** — Shady Oak Station Area Development Strategy, Hopkins/Minnetonka, MN — Project Planner/Coordinator
- **Hennepin County and City of Robbinsdale** — Robbinsdale Promenade and Park and Ride/TOD Building Advanced Design, Robbinsdale, MN — Project Coordinator



Anush Nejad, P.E., T.E., Dedicated Gateway

Anush specializes in transit planning and design, transportation engineering, traffic engineering, transportation planning and ITS/ATMS design. He has 36 years of experience

in civil and traffic engineering, serving in various capacities with consulting firms and public agencies. He has been responsible for managing a wide range of transportation programs, including BRT planning, design, and implementation; regional traffic signal coordination; and major public works improvement projects. He has extensive BRT design, construction, and integration knowledge that includes systems components such as fare collection, transit signal priority, real-time bus arrival, and communications system.

PROJECT EXPERIENCE

- **Greater Richmond Transit Corporation (GRTC) and VDOT** — Pulse Broad Street BRT Engineering and Design Services, Richmond, VA — Project Manager
- **Livermore Amador Valley Transit Authority (LAVTA)** — BRT Planning, Design, Construction Management, Monitoring, and Evaluation, Tri-Valley (Pleasanton/Dublin/Livermore), CA — Project Manager
- **Jacksonville Transportation Authority (JTA)** — First Coast Flyer BRT Program Management, Jacksonville, FL — Chief Engineer
- **Alameda County Transportation Commission (ACTC) and AC Transit East Bay** — E. 14th/International Boulevard BRT Design and Construction Management Services, Oakland, Berkeley), CA — Project Manager



Steve Wilson, PTP, Ridership

Steve manages SRF's Travel Demand Modeling Group. He has 34 years of experience in travel demand modeling and forecasting, transportation planning, transportation needs

analysis, and many model applications for transit projects. Steve has led modeling and forecast services on local, regional, and statewide transit projects, many of which are among the most visible projects in Minnesota. Steve has unmatched expertise with the regional travel and park-and-ride demand models.

PROJECT EXPERIENCE

- **City of Saint Paul** — Minnesota Ford Motor Company Site Redevelopment Transportation Study, Saint Paul, MN — Lead Model Development
- **Metropolitan Council** — Transit Rider On-Board Survey, Twin Cities Metro Area, MN — Project Planner/Manager
- **Metropolitan Council** — Transportation System Performance Audit, Twin Cities Metro Area, MN — Data Development and Analysis
- **WCRR** — Gateway (Gold Line) Corridor Draft EA, Ramsey and Washington Counties — Lead Travel Planner/Demand Modeler

▼ Kimley-Horn Team Project Experience

Project Experience

Project	Firms Involved	Project Management and Coordination	Communication and Public Engagement	Visualization	Environmental Review	Preliminary Engineering	Topographical Mapping and Survey	Station Area Planning	Multimodal Trail Design	Bus Network Services Planning	Capital and Operating Cost Estimate	FTA New Starts/ Small Starts
Multidisciplinary Projects												
Gateway Corridor Draft Environmental Assessment, HIA, and Station Area Planning	Kimley-Horn, SRF, Cross Spectrum, Mead & Hunt, Crandall Arambula	✓	✓	✓	✓			✓		✓	✓	✓
METRO Blue Line Light Rail Transit Extension EIS Engineering and Station Area Planning	Kimley-Horn, SRF, Cross Spectrum, Crandall Arambula, Braun Intertec, Sambatek, Mead & Hunt	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
METRO Green Line LRT Extension (Southwest)	Kimley-Horn, SRF, Cross Spectrum, Toole Design Group, Mead & Hunt, Sambatek, Crandall Arambula	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓
METRO Green Line (Central Corridor) Light Rail Transit	Kimley-Horn, SRF, Braun Intertec, Sambatek	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓
AC Transit East Bay Bus Rapid Transit	Kimley-Horn	✓	✓	✓	✓	✓			✓	✓	✓	✓
CATA BRT Environmental Assessment Services	Kimley-Horn, Mead & Hunt	✓	✓	✓	✓							✓
Peninsula Corridor Study	Kimley-Horn	✓	✓			✓					✓	
Snelling A Line Bus Rapid Transit (BRT) Corridor	Kimley-Horn, SRF, Braun Intertec, Sambatek	✓	✓	✓		✓	✓	✓			✓	
Milwaukee Transport Services East-West BRT Corridor Environmental Assessment	Kimley-Horn, SRF	✓	✓		✓							✓
Orange Line BRT A&E Design Services	SRF	✓			✓	✓					✓	✓
Northstar Commuter Rail Project Management and Oversight	Kimley-Horn, SRF	✓	✓		✓	✓					✓	✓
Northern Lights Express	Kimley-Horn, SRF	✓	✓		✓						✓	
East Metro Rail Capacity Study	Kimley-Horn	✓	✓		✓							
Specialized Service Projects												
Saint Paul Rail to Multimodal Corridor Plan	Alta, Kimley-Horn, Sambatek	✓	✓	✓			✓		✓			
FTA/NTI Noise and Vibration Training Courses	Cross Spectrum				✓							
Rush Line Transit Pre-project Development Study	Toole Design Group		✓		✓				✓			
Jackson Street Reconstruction and Capital City Bikeway	Toole Design Group								✓			
Seattle First Streetcar and Broadway Extension	Alta Planning								✓			
I-94 Minneapolis to Brooklyn Center Outreach	NewPublica		✓									
I-35W Downtown to Crosstown Outreach	NewPublica		✓									
Aurora Line Station Area Plans	Crandall Arambula		✓					✓				

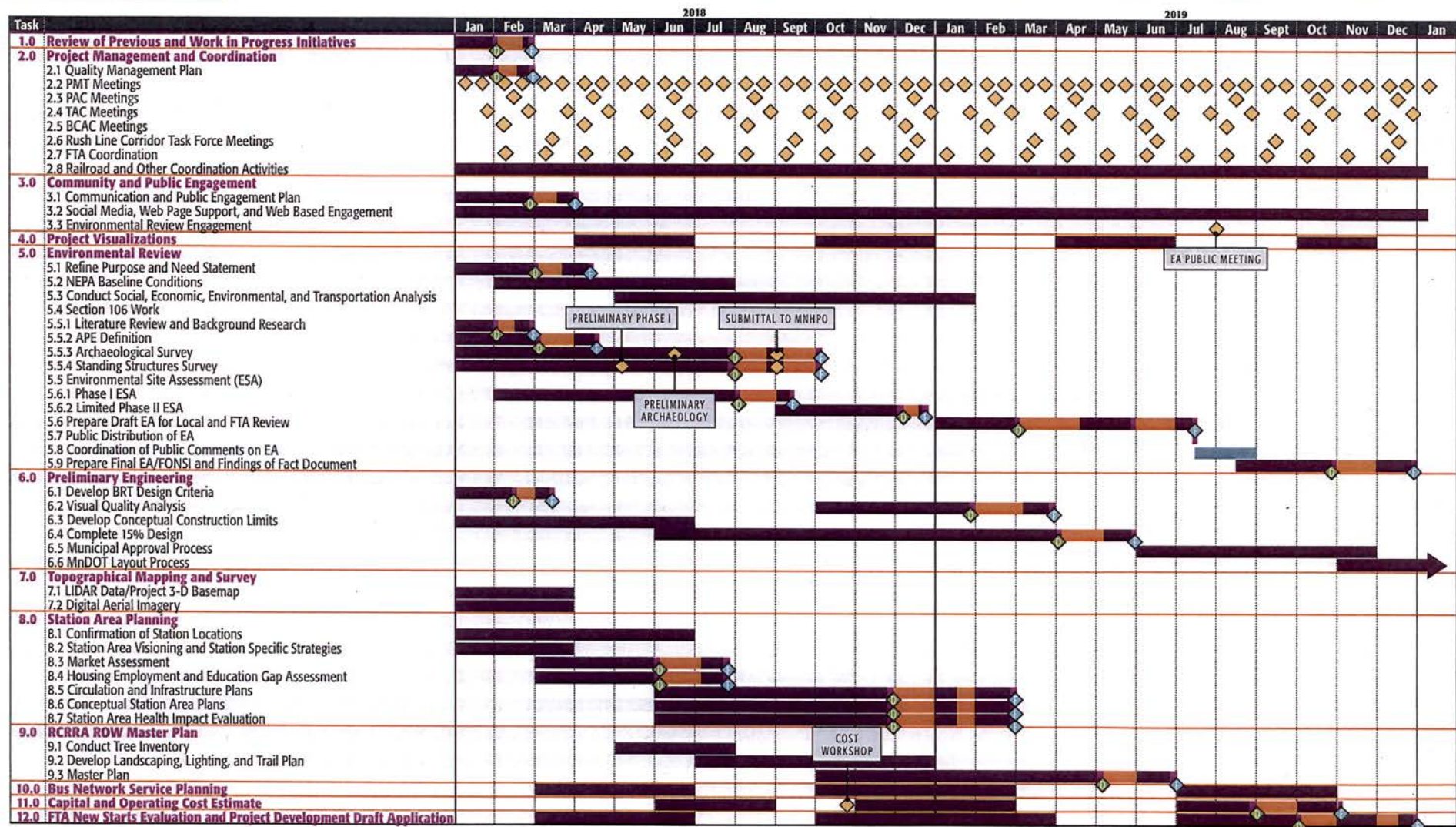
Leadership and experience across disciplines to successfully advance the Rush Line Corridor project

Team Experience that benefits the Rush Line Corridor

- Proven project management experience on transit projects in Twin Cities
- Trusted partnerships through delivery of quality work
- National BRT experience combined with local BRT knowledge and experience
- Experienced and savvy in navigating the FTA New Starts process
- Proven success in stakeholder coordination and issue resolution
- Leadership in implementing timely, informative, accessible, and engaging outreach
- Multicultural communications and engagement for diverse groups that include Latino, Hmong, Somali and African American communities
- Experienced in advancing state and federal environmental documents
- Unparalleled experience integrating NEPA and New Starts requirements
- Experienced in advancing design of dedicated guideway projects
- Depth of experience with MnDOT, including staff approved layouts
- Keen understanding of Metro Transit expectations and experience with bus network planning
- BRT station area planning expertise and experience over multi-jurisdictions including Ramsey County, Saint Paul, and Maplewood
- Station design experience that reflects community character
- Established model for enhancing walking and bicycling access to transit that has contributed to national best practices as documented in the FTA's new *Manual on Pedestrian and Bicycle Connections to Transit* (Toole Design Group)
- Experience addressing safety for bicycling and walking along, across, and to a transit corridor
- Successful integration of regional trail design with transit
- Unmatched understanding of FTA noise and vibration assessments
- Early, successful coordination with MnDOT CRU and MNHPO to receive timely Section 106 project concurrence
- Seasoned and unmatched expertise effectively working with the regional travel demand model

Detailed Project Schedule

LEGEND: Meeting/Activity Draft Deliverable Final Deliverable QC Review Agency Review Public Review



ADDITIONAL INFORMATION

DECEMBER 2017

RFP No. RRA0000001192

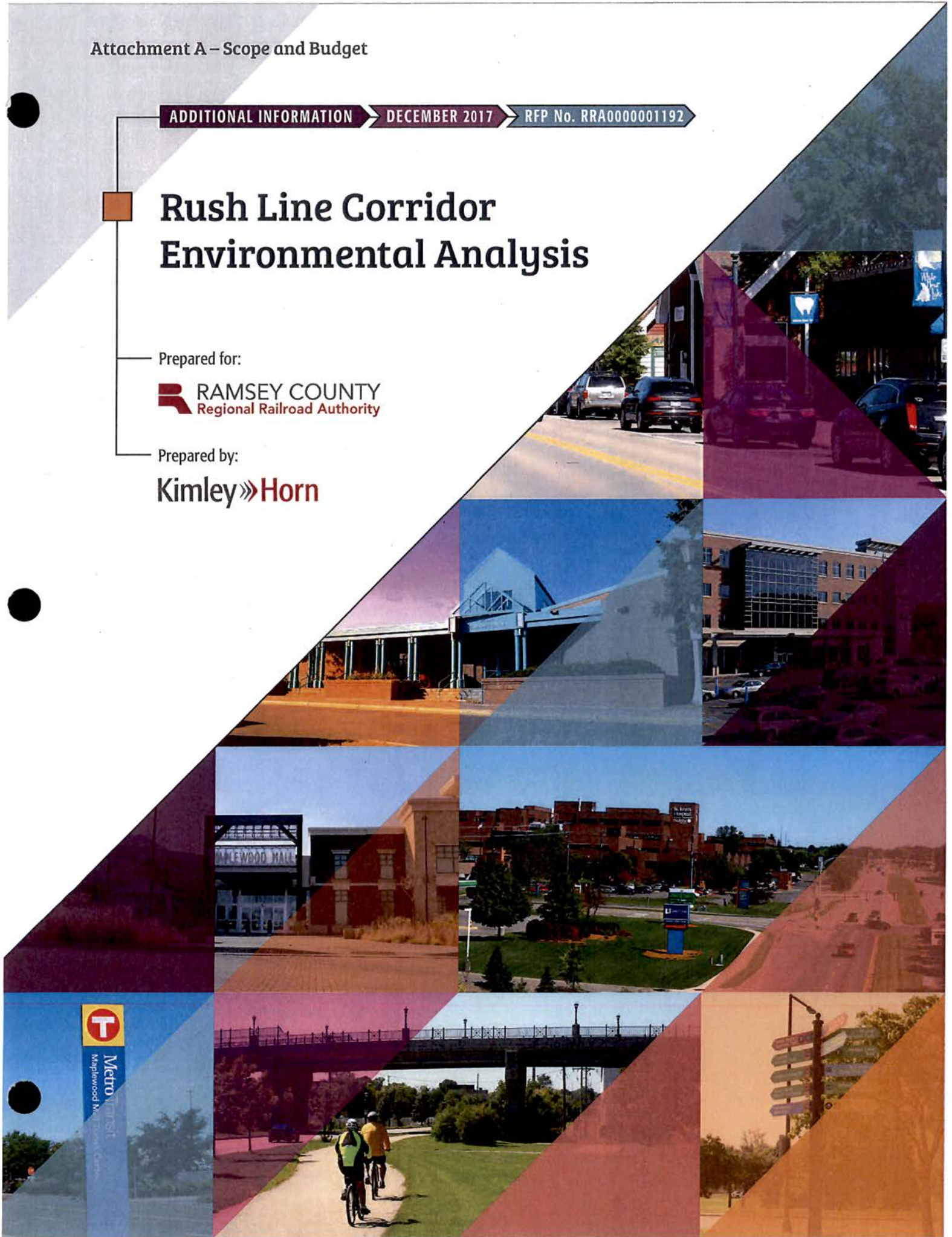
Rush Line Corridor Environmental Analysis

Prepared for:



Prepared by:

Kimley»Horn



3.

Archaeology Firm

3. Archaeology Firm

Q. The proposal did not identify a specific archaeological firm to complete the archaeological assessment. Please identify an archaeological firm to complete this work and account for the cost and hours in your proposal.

Mead and Hunt is leading the Section 106 work for our team on the Rush Line Project. As part of the overall Section 106 work activities, Mead and Hunt will subcontract with the **Mississippi Valley Archaeology Center (MVAC)** to conduct the required archaeological work. Our total Project Budget estimate submitted with our November 30, 2017 proposal includes the hours and direct expenses for MVAC to conduct this work. Background on MVAC and the resume of their lead archaeologist is included in this response for your reference.

Mississippi Valley Archaeology Center at the University of Wisconsin – La Crosse

1725 State Street, La Crosse, WI 54601

Firm Background

MVAC has engaged in archaeological and historical research throughout Minnesota, Wisconsin, Iowa, and Illinois since its founding in 1982. MVAC specializes in completing work to support transportation projects and is one of only a handful of institutions in the Midwest with specialties in prehistoric and historic archaeology, paleoethnobotany, and paleozoology. They have completed over one thousand cultural resource projects including literature reviews, Phase I survey, Phase II testing, Phase III data recovery, authentication and monitoring within burial sites, and planning documents and specialized studies. Clients include federal, state, and local agencies; corporations; and landowners. Work in Minnesota includes over 65 Phase I surveys, an archaeology component of the MnDOT-sponsored MnModel, MnDOT-sponsored Multiple Property Documentation Forms for Woodland and lithic sites, 17 mound and burial authentications, a MnDOT and MnOSA research project summarizing known mound and burial excavations, and extensive Phase I archaeological survey for the CapX20202 Hampton-Rochester-La Crosse 345kv System Improvements project.

Lead Archaeologist

Vicki Twinde-Javner



- Meets Secretary of the Interior's Professional Qualification Standards for prehistoric and historic archaeological sites
- Prequalified as Principal Investigator with MnDOT

Education B.A. Archaeological Studies and Sociology, University of Wisconsin – La Crosse.
M.S. in Anthropology, University of Wisconsin – Milwaukee

Vicki has more than 25 years of Cultural Resource Management experience working in the Upper Midwest, and has performed and supervised archaeological investigations in Minnesota, Wisconsin, Iowa, Illinois, and North Dakota. She has served as a Principal Investigator since 1999, performing Phase I and II surveys and complex excavations for prehistoric and historic sites while supervising crews ranging from two to over 20 people. She has experience preparing literature reviews, National Register of Historic Places/Determination of Eligibility forms for both prehistoric and historic sites, and data recovery plans for prehistoric sites and working with clients to draft Memorandums of Agreement/Understanding and Post License Historic Resource Management Plans. She has experience working with various state and federal agencies, including her role as the point of contact for WisDOT's Interagency Agreement with MVAC. She obtains a MN license from the OSA for working on public lands yearly.

PROJECT EXPERIENCE

- TH 149 Section 106 Cultural Studies, Ramsey and Dakota Counties, Mead & Hunt (Prime consultant to MnDOT CRU) - Archaeology Principal Investigator
- Supplemental Investigations to TH63, Olmsted County, MN, MnDOT CRU - Archaeology Co-Principal Investigator and Field Supervisor
- Lake Elmo Airport Expansion, Lake Elmo, MN, Mead & Hunt (Prime consultant to Metropolitan Airports

Attachment A – Scope and Budget

Commission) - Archaeology Principal Investigator/Field Supervisor

- N-90 Transmission Line in Mower County, MN; N-210 Transmission Line in Freeborn and Mower County, MN; N-26 Transmission Line in Fillmore and Mower Counties, MN; N-2509 Transmission Line in Freeborn County, MN, Dairyland Power Cooperative - Archaeology Principal Investigator/Field Supervisor
- USH 18 Bypass, Crawford County, WI, WisDOT - Archaeology Principal Investigator/Field Supervisor
- Phase III Excavations at Second Fort Crawford, Crawford County, WI, WisDOT - Archaeology Principal Investigator/Field Supervisor

3-2

Strategic Integrated Committed

4.

Quantum Spatial

4. Quantum Spatial

Q. Task 7 on page 12 of your proposal references work to be performed by Quantum Spatial but they are not identified anywhere else in the proposal as part of the team. Please clarify the role of Quantum Spatial and identify how their hours and cost is being accounted for.

Quantum Spatial's hours/expenses are included as an overall Project direct expense in our original Project Budget Estimate.

Sambatek will serve as the Task Manager for the Topographical Mapping and Survey Task. In that role, they will work with Quantum Spatial to prepare three-dimensional existing conditions base mapping and digital color ortho-photography for the project corridor and station sites. Sambatek and Quantum Spatial have successfully partnered on numerous projects, including the preparation of base mapping for the Southwest Corridor (Green Line Extension) Light Rail Transit Project. Sambatek and Quantum Spatial (and their legacy companies) have delivered high quality base mapping for many large scale public improvement projects on time and on budget.

Quantum Spatial has provided services to multiple Departments of Transportation throughout the United States and has numerous contracts with Departments of Transportation and Tollway Authorities.

Geospatial services provided by Quantum Spatial to the transportation engineering and planning profession include, but is not limited to, digital image acquisition using large format mapping sensors, LiDAR acquisition from fixed wing, rotary wing and mobile platforms, photogrammetric mapping, LiDAR processing and surface modeling, development of orthophotography, feature collection for asset inventory and GIS database development.

Firm Background

Quantum Spatial was created with the goal of being the leader in providing clients with authoritative geospatial solutions worldwide. This leadership came from the recent merger of three world-class geospatial companies (AeroMetric, Photo Science, and Watershed Sciences) to form Quantum Spatial. With more than 400 employees that specialize exclusively in geospatial services, and with offices located throughout the Continental United States and Alaska, Quantum Spatial has a broad client base and the capability to provide a wide range of services across the entire geospatial lifecycle. These services range from data acquisition, feature extraction, and remote sensing, to analysis, applications, and enterprise geographic information systems (EGIS).

Quantum Spatial has 400 professional and technical staff in 11 facilities nationwide. Their organization is professionally guided under the responsive charge of 26 Professional Land Surveyors, 16 Certified Photogrammetrists, 2 Professional Engineers, 10 GISCI certified GIS Professionals, and 11 PMI certified Project Management Professionals. Their staff includes pilots, sensor operators, imagery and LiDAR analysts, remote sensing specialists, and GIS professionals. Quantum Spatial's core business is devoted to providing geospatial data acquisition and post-processing services to their clients.

5.

Limited Phase II ESA

5. Phase II ESA Flexibility

Q. Your proposal only includes costs to provide a limited Phase II ESA at specific locations. It is likely that FTA will require both Phase I and Phase II ESA's to be completed before issuing a FONSI. Is there flexibility built into your scope and budget to provide a full Phase II ESA if deemed necessary?

Yes, our scope includes flexibility for a full Phase II ESA for a particular parcel of high concern but is not inclusive of a full Phase II ESA for the entire alignment.

It is standard methodology to complete a Phase I ESA prior to the final environmental decision (e.g. ROD or FONSI). Our scope reflects this approach and also includes a limited Phase II ESA at the TH 36 and English Street intersection. This is consistent with our interpretation of Section 5.1.2 of FTA SOP 19: a Phase II ESA for a parcel of particular concern identified in the Phase I ESA is appropriate to conduct prior to the FONSI in a case where significant contamination is identified and the proposed route may change, or cleanup commitment needs to be incorporated into the FONSI. We believe the limited Phase II ESA incorporated into our scope of work meets FTA guidelines, with regards to investigating a particular parcel – either that is highly contaminated or is of significant acquisition.

Typically, the scope and magnitude of a Phase II ESA is determined upon completion of a Phase I ESA and should be initiated upon 30% design completion, as construction and right-of-way impacts are more evident. In addition, corridors of this size and history of land use may require the advancement of hundreds of borings (more than 400 environmental borings each for the CCLRT, SWLRT, and BLRT projects) to provide a comprehensive and regulatory compliant Phase II ESA. Depending on the findings of the Phase I ESA, a full Phase II ESA of the entire alignment would likely cost well over \$1M. In addition, the Minnesota Pollution Control Agency (EPA's delegated authority in Minnesota) requires that Phase II ESA borings be placed in the location of construction or property acquisition. With an end point of 15% design for this process, allocating significant fiscal resources for a full Phase II ESA at this time is not cost-effective and introduces undue risk for re-work in the future.

Our approach on the level of ESA work at this phase in project development is consistent with standard practice on FTA projects; including the recently approved ROD for the Blue Line Extension project.

Rush Line Environmental Analysis

This table supplements/clarifies the work tasks outlined in the Scope of Services section of the Rush Line Corridor RFP and the Kimley-Horn team Project Approach/Services sections in our November 2017 proposal. The Scope of Services from the Rush Line Corridor RFP is incorporated herein by reference.

Task No.	Task Name	Scope Clarifications	Deliverables (if different than RFP)
1	Review of Previous and Work In-Progress Initiatives	No change from the RFP	As stated in the RFP
2	Project Management and Coordination	It is anticipated that the following meetings would be attended by the consultant team as part of Task 2: - Weekly calls with Ramsey County project manager throughout the duration of the project (24 months). Up to 2 team members on each call. - Bi-weekly PMT meetings (48 meetings total, up to 4 team members in attendance) - PAC meetings every other month (12 meetings total, up to 4 team members in attendance) - Monthly TAC meetings (24 meetings total, up to 4 team members in attendance) - BCAC meetings (12 meetings total, up to 4 team members in attendance) - Quarterly Task Force meetings (8 meetings total, up to 2 team members in attendance) - FTA coordination meetings/calls (24 meetings total, up to 4 team members in attendance) - Railroad coordination meetings/calls (3 meetings total, up to 3 team members in attendance) - Other agency coordination and additional work groups (18 meetings total, up to 2 team members in attendance. Meetings could include attendance at City Council and/or District Council meetings and/or working groups to address specific project issues.) - Attendance at on-site trip/review of existing BRT system in the United States. Scope assumes up to two team members.	As stated in the RFP, with the addition of: Project schedule updated monthly
3	Community and Public Involvement	Additional scope elements/clarifications include: Assumed use of Survey Monkey (free) and Poll Everywhere (monthly fee depending on event size) for survey methods/tools	As stated in the RFP, with the following refinements: - Communications and Public Engagement Plan (draft/final plan and up to 3 six-month updates) - Digital imagery as generated through other tasks

Attachment A – Scope and Budget

Task No.	Task Name	Scope Clarifications	Deliverables (if different than RFP)
		- Assumed use of Wikimapping (\$349/year) and Storymaps for online engagement. The application of MetroQuest will also be considered. - The appropriate tools will be selected based on the input needed, as outlined in the forthcoming Communications and Public Engagement Plan - Community partnership assistance will be considered during the development of the Communications and Public Engagement Plan. Scope/budget assumes assistance will vary depending on organization and requested service. Cost is included as a direct expense. - Comments will be collected and organized via a tool that maximizes efficiency in tracking comments, is viewable by multiple team members, and has ability to quantify and categorize comments, how comments were responded to, and their influence in the overall decision making process - Assumed utilizing RCRRA connections to get most meeting rooms for free, but the Kimley-Horn team will make arrangements - Assumed RCRRA can provide any current stakeholder email lists and can update them through their website - Assumed that RCRRA will maintain management of social media channels (e.g., Facebook, Twitter) and Kimley-Horn team will provide content for updates - Assumed RCRRA intends to continue with existing branding - Assumed RCRRA has TTY service that can be utilized for the Rush Line project - Interpretation services assumed at up to 12 meetings/events and translation services for up to 12 meetings/events and for general communications for print/digital distribution - Scope assumes up to 15 community open houses/meetings	
4	Project Visualization	Additional scope elements/clarifications include: - Photograph existing conditions from 7 key locations and photo-realistically overlay the proposed design changes - Animate the corridor from an aerial perspective and overlay the proposed alignment, design changes, and stations - Create a high-level educational video highlighting the key features, design considerations, and benefits of the Rush Line project for public outreach and engagement. The video will give the audience a realistic look at how the proposed alignment	As stated in the RFP, with the following refinements: 7 before and after renderings (specific locations TBD) - Animated corridor alignment 1 five-minute, narrated educational video - TBD innovative visualization/video

Attachment A – Scope and Budget

Task No.	Task Name	Scope Clarifications	Deliverables (if different than RFP)
		and designs will fit contextually within their community. The video will include videography from the existing corridor, extensive use of the visualizations produced in Tasks 4.1, 4.2, and 4.4., infographics, music, and professional narration. Kimley-Horn has pioneered several innovative techniques for visualization and video that are highly effective in engaging public involvement and comprehension. We are recommending that we determine several places within the corridor to implement these techniques, using them in hard to reach places, areas of complex design integration, or where visualizations could help clarify design concerns. The two techniques we recommend are animation over drone videography and animation over lock-down video.	
5	Environmental Review	Additional scope elements/clarifications include: - Scope assumes the federal class of action will stay at the EA level and an Environmental Assessment Worksheet at the state level. The range of alternatives evaluated in the EA will include the No Build and the Build (LPA) Alternatives. Scope also assumes that if a Section 4(f) Evaluation is required, it will be included as part of the NEPA/MEPA document. 1 round of draft report review/revision at local level; 2 rounds of technical review for FTA, plus 2 rounds of legal review by FTA - Documentation of alternatives in the EA will incorporate the findings of the Rush Line LPA final report - Each issue area covered in the EA will be discussed in the context of affected environment, impacts, and avoidance/minimization/mitigation measures - Prepare letter templates regarding the project for agency correspondence associated with the environmental review - Phase I architecture/history survey of up to 500 properties - Phase I archaeology survey of the project area (APE is assumed to range from approximately 50 to 100 feet wide, and up to approximately 150 feet wide for stations); it is estimated that up to 2 new sites may be discovered - Phase II evaluation for up to 10 architecture/history resources. If additional Phase II evaluations are required, scope and cost estimates will be prepared and utilization of contingency funds requested. The same assumption would apply if the APE for the archaeology survey expands from the approximate widths outlined above.	Environmental documentation deliverables as stated in the RFP, with the following refinements: - GIS shapefiles for all impact data collected - Draft Section 4(f) Evaluation - Final Section 4(f) Evaluation - Preliminary EA for review - EA for distribution - Comment tracking and response matrix - Draft and final Findings of Fact and Conclusions' document - Draft FONSI for review - Final FONSI and Negative Declaration - Distribution of FONSI and Negative Declaration per EQB requirements Cultural resource deliverables as stated in the RFP, with the following refinements: - APE map - Literature search reports - Preliminary Phase I Results Reports - Draft Architecture/History Phase I and II Report - Draft Archaeology Phase I and II Report - Final Architecture/History Phase I and II Report - Final Archaeology Phase I and II Report - Architecture/History Inventory Forms - OSA site forms - GIS shapefiles

Attachment A – Scope and Budget

Task No.	Task Name	Scope Clarifications	Deliverables (if different than RFP)
		- Phase II investigations for up to 2 archaeological sites - Full Phase II ESA is not assumed; modified deliverables noted in next column. Coordination with FTA on this assumption will take place as findings from the Phase I ESA are defined and potential property acquisitions identified.	Environmental Site Assessment deliverables as stated in the RFP, with the following refinements: - Draft Phase I ESA - Final Phase I ESA - Limited Phase II ESA at a potential property to be acquired in the corridor - Memo outlining course for any additional Phase II work to be done in a future phase
6	Preliminary Engineering	Additional scope elements/clarifications include: - Scope assumes the engineering advancement of the Rush Line LPA with limited modifications - Hold a meeting early in the process with MnDOT to outline a MnDOT collaboration plan regarding MnDOT layout review process and approval and coordination specific to MnDOT's Robert Street Project. This plan will work to streamline the MnDOT layout review process for Rush Line. - Based on current design definition and assumptions, assistance with the MnDOT layout review and approval process is assumed as follows: - Assistance with the MnDOT layout approval includes coordination with MnDOT, submittal of one layout for each of 3 locations (TH 61, bridge over TH 36, and bridge over I-694), and one round of full review and revisions followed by one additional limited revision round, as necessary, for each layout - It is assumed that any improvements needed on Robert Street in downtown can be coordinated and included in the MnDOT Robert Street improvement project and no separate layout will be needed - As design is further defined for Rush Line, additional locations for MnDOT layout approval could be required. The specific scope and cost would be developed and considered for activation of contingency funds. - Scope assumes attendance at up to 8 City Council meetings/workshops during the Municipal Approval process - Pedestrians and bicycles: - Review of all existing and planned pedestrian and bicycle facilities along the Rush Line	As stated in the RFP, with the following refinements: - Summary map and memo of existing and planned ped/bike facilities, and potential conflicts and opportunities for safety and access improvements - Up to 15 graphics representing design typology and intersection design - Summary graphics recommending designs for linear bike/ped facilities along the Rush Line

Attachment A – Scope and Budget

Task No.	Task Name	Scope Clarifications	Deliverables (if different than RFP)
		- Identify potential conflicts and opportunities for safety and access improvements for walking/biking along and across the Rush Line - Develop a typology of designs to address walk/bike safety, comfort, and access to Rush Line: recommendations for design of linear facilities along Rush Line, recommendations for design at intersections with bike/walk facilities - Review and coordinate application of design typology to preliminary engineering concepts - Traffic analysis - Turn moving count data collection at up to 25 intersections - Conduct Synchro analysis at up to 25 intersections throughout the Rush Line Corridor. These intersections were defined based on review of the intersections along the LPA from a traffic operations perspective. Conditions considered in defining the 25 intersections include: intersection control type, pedestrian intensity, higher traffic volumes, and unique intersection or roadway geometry. We did not specify the intersections as we want to collaboratively work through the process as the project advances to identify the intersections that would benefit the most from analysis. - VISSIM analysis for one future time period along key segments of TH 61 (up to 6 intersections) and near Phalen Village (up to 3 intersections) - Forecast year is assumed to be 2040	
7	Topographical Mapping and Survey	No change from the RFP	As stated in RFP
8	Station Area Planning	Conduct the scope elements outlined in the RFP, with the following scope clarifications: - Facilitate up to 4 meetings with each Rush Line corridor city regarding station location and station area planning. Prepare appropriate meeting materials and meeting summary memos. - The detailed understanding of the existing and potential low-stress bicycle network Toole Design Group (TDG) built for the pre-project development study will assist in station and platform placement to make best use of existing infrastructure, where possible	As stated in the RFP (deliverables specific to station area visioning and development strategies, conceptual station area plans, circulation and infrastructure plans, station area health impact evaluations, housing, employment and education gap assessment, and market assessment) with the following refinements: - Map with layers showing walkshed boundaries, low-stress bikeshed boundaries, potential bikeshed boundaries, and various overlays such as existing and proposed bikeways, transit connections, and land use designations 2 annotated maps for each station, for a total of 40, identifying major destinations, barriers, or discontinuities to the walking

Attachment A – Scope and Budget

Task No.	Task Name	Scope Clarifications	Deliverables (if different than RFP)
		The analysis will also identify infrastructure identified in adopted plans and new opportunities to expand and improve multimodal station access	and bicycling network, constrained barrier crossings, and cut-through opportunities to improve connectivity. For each station, 1 map will be scaled to the walkshed and will focus on challenges and opportunities for the pedestrian network while the other will be scaled to the bikeshed and will focus on challenges and opportunities for the bicycling network. - Drawing on stakeholder involvement, the mapped opportunities and constraints, and field observations, the team will identify primary and secondary active transportation station access corridors. Primary access corridors will extend radially from each station in up to 4 directions. Secondary access corridors will run roughly perpendicular to the primary access corridors. - Low-stress bikeshed analysis will be regenerated based on inclusion of the primary and secondary active corridors as low-stress routes - The primary and secondary active transportation station access corridors and enhanced low-stress bikesheds will be added to the maps - Maps showing existing and enhanced low-stress bikesheds will be generated for inclusion in project documentation - A walking/rolling access map, scaled to the walkshed, will be prepared for each station, for a total of 20 maps. Each map will show the primary and secondary corridors, transit connections, and other key information to form the basis of later development of wayfinding signage and maps.
9	RCRRA Right-of-Way Master Plan	- Develop trail plan: - Generate draft options for trail and BRT co-location for up to 5 typical right-of-way conditions - Develop trail plan including plan view graphics of the entire (approximately 4-mile) corridor and up to 10 section graphics. Graphics will include recommended trail location and dimensions, BRT guideway, and buffers between trail, BRT, and adjacent properties. - Develop recommendations for maintenance, ownership, and minimizing construction impacts - Prepare tree inventory: - The tree inventory will be composed of individual species characteristics. This inventory enables documentation of significant trees (e.g., those that have cultural and historical	As stated in the RFP, with the following refinements: - Draft concept designs for trail and BRT co-location for up to 5 typical right-of-way conditions - Draft and final trail plan graphics, including plan view graphics of the 4-mile corridor and up to 10 section graphics - Technical memo including maintenance, ownership, and construction impacts recommendations - A tree inventory and preservation plan that incorporates each tree's location and characteristics - Compile draft and final master plan including tree preservation, landscaping, and lighting plan

Attachment A – Scope and Budget

Task No.	Task Name	Scope Clarifications	Deliverables (if different than RFP)
		importance to the community, as well as those that are potentially invasive, dead, or in poor condition). Identifying neighborhood vegetation is a vital component to maintaining and preserving tree canopy cover. A preservation plan will aim to retain as many trees within the project corridor as possible, to minimize the injury to these retained trees during future construction activities, and to preserve the visual appeal of the corridor from adjacent properties. • The tree inventory and preservation plan both will be based on a combination of desktop analysis, data collection, and on-ground evaluations. The desktop analysis will involve review of the site survey information, aerial photography, and previous relevant studies. • Compile draft and final master plan	
10	Bus Network Service Planning	No change from the RFP	As stated in the RFP
11	Capital and Operating Cost Estimate	Additional scope elements include: • Conduct cost workshop with project stakeholders • Provide assistance with assessment of alternative funding sources for recommended local improvements not included in the Rush Line project budget	As stated in the RFP, with the following additions: • Summary of cost workshop action items and information distributed and reviewed at workshop • Memo providing recommendation on potential alternative funding sources for local improvements
12	FTA New Starts Evaluation and Project Development Draft Application	No change from the RFP	As stated in the RFP

Attachment A – Scope and Budget

Fee Estimate is to deliver the scope of work outlined in the Rush Line RFP, with modifications and changes outlined in the deliverable/clarification table included in this attachment and the proposed Kimley-Horn Approach (November 2017 and December 2017 submittals).

Rush Line Corridor Environmental Analysis

Task	Estimated Costs by Task and Firm	KHA	SRF	Toole	Crandall Arambula	NewPublica	Cross Spectrum	Mead & Hunt	MVAC	Braun	Alla	Sambatek	TOTAL
2.B.1	Review of Previous and Work In-Progress Initiatives	\$ 3,981	\$ -	\$ 1,664	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ 443	\$ -	\$ 8,087
2.B.2	Project Management and Coordination	\$ 412,738	\$ 205,504	\$ 12,476	\$ -	\$ 35,450	\$ -	\$ -	\$ -	\$ -	\$ 15,306	\$ -	\$ 681,474
2.B.3	Community and Public Involvement	\$ 132,860	\$ 171,556	\$ 30,545	\$ 120,300	\$ 182,750	\$ -	\$ -	\$ -	\$ -	\$ 20,035	\$ -	\$ 658,046
2.B.4	Project Visualization	\$ 121,697	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,568	\$ -	\$ 127,265
2.B.5	Environmental Review	\$ 332,291	\$ 111,754	\$ 10,351	\$ -	\$ -	\$ 62,639	\$ 179,632	\$ 61,473	\$ 138,482	\$ 4,007	\$ -	\$ 900,638
2.B.6	Preliminary Engineering	\$ 913,987	\$ 587,379	\$ 26,928	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,796	\$ 45,264	\$ -	\$ 1,559,353
2.B.7	Topographical Mapping and Survey	\$ 1,663	\$ 1,333	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 146,389	\$ 149,385
2.B.8	Station Area Planning	\$ 28,884	\$ 69,709	\$ 77,123	\$ 370,850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 546,566
2.B.9	RCRRA Right of Way Master Plan	\$ 33,524	\$ 2,000	\$ 19,115	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,798	\$ -	\$ 133,437
2.B.10	Bus Network Service Planning	\$ 37,734	\$ 7,856	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,591
2.B.11	Capital and Operating Cost Estimate	\$ 70,352	\$ 44,687	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115,038
2.B.12	FTA New Starts Evaluation and Project Development (PD) Draft Application	\$ 76,917	\$ 112,132	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 189,050
	Total cost by firm	\$ 2,166,629	\$ 1,293,911	\$ 178,201	\$ 491,150	\$ 220,200	\$ 62,639	\$ 179,632	\$ 61,473	\$ 144,288	\$ 169,419	\$ 146,389	\$ 5,113,930

Direct Costs	Labor	Expenses	Total
KHA	\$ 2,166,629	\$ 27,719	\$ 2,194,347
SRF	\$ 1,293,911	\$ 3,000	\$ 1,296,911
Toole	\$ 178,201	\$ 420	\$ 178,621
Crandall Arambula	\$ 491,150	\$ 30,000	\$ 521,150
NewPublica	\$ 220,200	\$ 27,830	\$ 248,030
Cross Spectrum	\$ 62,639	\$ 4,560	\$ 67,199
Mead & Hunt	\$ 179,632	\$ 8,266	\$ 187,898
MVAC	\$ 61,473	\$ 5,086	\$ 66,559
Braun	\$ 144,288	\$ 20,093	\$ 164,381
Alla	\$ 169,419	\$ 4,246	\$ 173,665
Sambatek	\$ 146,389	\$ 149,800	\$ 296,189

Total costs	\$ 5,394,950
Contingency	\$ 600,000

Total Project Budget Estimate	\$ 5,994,950
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Attachment A – Scope and Budget

Fee Estimate is to deliver the scope of work outlined in the Rush Line RFP, with modifications and changes outlined in the deliverable/clarification table included in this attachment and the proposed Kimley-Horn Approach (November 2017 and December 2017 submittals).

Rush Line Corridor Environmental Analysis

Direct Expense Summary				
Firm	Item	Units	Unit Cost	Total
Kimley-Horn	Mileage	1,159	\$ 0.56	\$ 649.00
	Parking	24	\$ 5.00	\$ 120.00
	Community Partnership Assistance	1	\$ 20,000.00	\$ 20,000.00
	Traffic Data Processing	24	\$ 150.00	\$ 3,600.00
	Airfare	4	\$ 350.00	\$ 1,400.00
	Hotel	8	\$ 125.00	\$ 1,000.00
	Rental Car	9	\$ 50.00	\$ 450.00
	Real Estate Data Purchase	1	\$ 500.00	\$ 500.00
SRF	Lump Expense (mileage, parking, printing, miscellaneous)	1	\$ 3,000.00	\$ 3,000.00
Toole	Transit fare	40	\$ 3.00	\$ 120.00
	Parking	10	\$ 20.00	\$ 200.00
	Mileage	200	\$ 0.50	\$ 100.00
Crandall Arambula	Lump Expense (air fare/vehicle rental/lodging/meals/parking/misc.)	1	\$ 30,000.00	\$ 30,000.00
NewPublica	Media Buys (Community & Multicultural)	1	\$ 15,000.00	\$ 15,000.00
	Social Media Targeted Advertising	1	\$ 2,400.00	\$ 2,400.00
	Festival/Pop-up, Cultural events Equipment rental/usage	15	\$ 150.00	\$ 2,250.00
	Interpretation Services	12	\$ 300.00	\$ 3,600.00
	Translation Services	12	\$ 340.00	\$ 4,080.00
	Mileage and Parking	1	\$ 500.00	\$ 500.00
Cross Spectrum	Airfare	2	\$ 600.00	\$ 1,200.00
	Hotel	6	\$ 150.00	\$ 900.00
	Subsistence	12	\$ 50.00	\$ 600.00
	Car Rental	12	\$ 70.00	\$ 840.00
	Equipment Shipping	2	\$ 300.00	\$ 600.00
	Parking	14	\$ 30.00	\$ 420.00
Mead & Hunt	Flights	6	\$ 500.00	\$ 3,000.00
	Mileage	300	\$ 0.54	\$ 160.50
	Parking - Airport	17	\$ 12.00	\$ 204.00
	Parking - MHS	6	\$ 6.00	\$ 36.00
	Rental car	16	\$ 40.00	\$ 640.00
	Rental car gas	16	\$ 20.00	\$ 320.00
	Meals	20	\$ 36.00	\$ 720.00
	Lodging	12	\$ 160.00	\$ 1,920.00
	Photocopies (research facilities)	500	\$ 0.25	\$ 125.00
	Printing	3,000	\$ 0.38	\$ 1,140.00
MVAC	State Vehicle	38	\$ 25.00	\$ 950.00
	Mileage	2,000	\$ 0.35	\$ 700.00
	Hotel	8	\$ 186.00	\$ 1,488.00
	Per Diem (overnight)	24	\$ 49.50	\$ 1,188.00
	Per Diem (day trip)	4	\$ 15.00	\$ 60.00
	Curation	1	\$ 700.00	\$ 700.00
Braun	Historical Research Vendor	1	\$ 2,500.00	\$ 2,500.00
	Pace Analytical Services - Laboratory Analysis of Soil and Groundwater	1	\$ 9,000.00	\$ 9,000.00
	Safety Signs - Traffic Control	1	\$ 1,500.00	\$ 1,500.00
	Mileage	200	\$ 0.54	\$ 107.00
	Photoionization Detector (PID)	2	\$ 150.00	\$ 300.00
	GPS Survey Equipment	1	\$ 165.00	\$ 165.00
	Drilling	1	\$ 6,521.00	\$ 6,521.00
Alta	Mileage	400	\$ 0.54	\$ 216.00
	Parking	20	\$ 10.00	\$ 200.00
	Printing	80	\$ 30.00	\$ 2,400.00
	Airfare: SEA-MSP (Steve Durrant)	1	\$ 600.00	\$ 600.00
	Hotel (Steve Durrant)	4	\$ 120.00	\$ 480.00
	Meals / expense per day (Steve Durrant)	5	\$ 70.00	\$ 350.00
	Quantum Spatial	1	\$ 149,000.00	\$ 149,000.00
Sambatek	Permits, fees	1	\$ 800.00	\$ 800.00
Total Project Budget Estimate				\$ 281,020

Fee Estimate is to deliver the scope of work outlined in the Rush Line RFP, with modifications and changes outlined in the deliverable/clarification table included in this attachment and the proposed Kimley-Horn Approach (November 2017 and December 2017 submittals).

<i>Classification & Roles</i>																							
Name	Jessie Wieg	Jessica Laabe	Rick Hsu	Nicky Loughry	Brian Peterson	John Barden	Don Armstrong	Jessica Rossi	Tam Harrington	Greg Brown	Jon Chambers	Anush Najed	Matt Jensen	Ron Leat	Brandon Bourdon	Paul Davidson	Todd Halonen	Rachel Dammal	Seth Kunkel	Ashley Payne	Chelsey Handrickson	Rob Home	
Overtime Rate	197.02%	197.02%	197.02%	197.02%	197.02%	197.02%	197.02%	197.02%	197.02%	197.02%	197.02%	197.02%	197.02%	197.02%	197.02%	197.02%	197.02%	197.02%	197.02%	197.02%	197.02%	197.02%	
Total Hourly Rate	\$ 267.86	\$ 185.56	\$ 291.88	\$ 129.74	\$ 135.89	\$ 143.08	\$ 142.38	\$ 143.89	\$ 236.72	\$ 207.91	\$ 223.95	\$ 324.68	\$ 172.78	\$ 207.91	\$ 195.14	\$ 294.27	\$ 192.74	\$ 117.25	\$ 227.14	\$ 128.01	\$ 197.02%	\$ 257.55	
<i>Task</i>	<i>Estimated Hours</i>	Jessie Wieg	Jessica Laabe	Rick Hsu	Nicky Loughry	Brian Peterson	John Barden	Eira Anttonen	Jessica Rossi	Tam Harrington	Greg Brown	Jon Chambers	Anush Najed	Matt Jensen	Ron Leat	Brandon Bourdon	Paul Davidson	Todd Halonen	Rachel Damral	Seth Kunkel	Ashley Payne	Chelsey Handrickson	Rob Home
2.B.1 Review of Previous Work In-Progress Initiatives	4	2																					
Review Projects and Work-In Progress Initiatives																							
2.B.2 Project Management and Coordination	1,054	184	150																				
Project Management	584																						
Project Management Team Meetings	36	40																					
Policy Advisory Committee Meetings	48	12																					
Technical Advisory Committee Meetings	72	36	24																				
Business and Community Advisory Committee Meetings	44	24	16																				
Rialti Line Corridor Task Force Meetings	32	8	8																				
FTA Coordination	8	24	32																				
Railroad Coordination	4																						
Other Agency Coordination and Additional Work Groups	80	40	24																				
Quality Management Plan	4																						
2.B.3 Community and Public Involvement	225	52	45																				
Development of Communication and Public Engagement Plan	8																						
Social Media/Webpage Support and Engagement	8																						
Community Meetings	196	80	40																				
Community Milestone Notification	4																						
2.B.4 Project Visualization	4	24	6																				
3D Before & After Renderings	4	0	16	26	170	275	48	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Corridor Animation	0	0	120	50	80	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Video Production	0	0	40	86	40	0																	

Estimated Costs by Staff		Jaime Wong	Jessica Lado	Jack Han	Vicky Leung	Brian Polivras	Julia Radwin	Eric Armstrong	Assencia Ruiz	Tom Harrington	Ging Erum	Jon Chambers	Alayah Ngad	Mat Amos	Ron Laif	Brandon Davidson	Fred Davidson	Todd Holman	Rachel Corneil	Boh Kuan d.	Ashley Payne	Chelley Newkirk	Rue Horne
2.8.1	Review of Previous and Work-In-Progress Initiatives	\$ 1,030	\$ 371	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 681	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 224
2.8.2	Project Management and Coordination	\$ 271,458	\$ 34,143	\$ 48,701	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,884	\$ 232	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 940	\$ -	\$ -	\$ -
2.8.3	Community and Public Involvement	\$ 56,561	\$ -	\$ 17,072	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,894	\$ 5,163	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 321	\$ -	\$ -	\$ -
2.8.4	Project Visualization	\$ 1,030	\$ 4,453	\$ 11,615	\$ -	\$ 33,732	\$ 20,118	\$ -	\$ 39,595	\$ 6,834	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,084	\$ 14,107	\$ -	\$ -	\$ 4,479	\$ -
2.8.5	Environmental Review	\$ 13,389	\$ 108,738	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.8.6	Preliminary Engineering	\$ 4,121	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,063	\$ 3,903	\$ -	\$ -	\$ -	\$ -	\$ 10,803	\$ 25,603	\$ -
2.8.7	Topographical Mapping and Survey	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58,707	\$ 70,689	\$ -	\$ 10,300	\$ 34,556	\$ 45,740	\$ 30,832	\$ -	\$ 90,202	\$ -	\$ -	\$ -	\$ -	\$ -
2.8.8	Station Area Planning	\$ 3,091	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,563	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.8.9	HCRA Right of Way Master Plan	\$ 2,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,633	\$ 7,166	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.8.10	Bike Network Service Planning	\$ 2,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,707	\$ -
2.8.11	Capital and Operating Cost Estimate	\$ 2,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,195	\$ 10,302
2.8.12	FTA New Starts Evaluation and Project Development (PD) Draft Application	\$ 2,050	\$ -	\$ 35,026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total cost by staff	\$ 359,025	\$ 164,777	\$ 83,996	\$ 23,732	\$ 20,118	\$ 39,595	\$ 6,834	\$ 17,279	\$ 73,363	\$ 119,756	\$ 7,166	\$ 10,300	\$ 34,556	\$ 47,403	\$ 39,418	\$ 7,062	\$ 10,286	\$ 146,010	\$ 10,803	\$ 25,603	\$ 49,491	\$ 10,302
	Total Labor																						
	\$ 5,113,931																						

Attachment A – Scope and Budget

Fee Estimate is to deliver the scope of work outlined in the Rush Line RFP, with modifications and changes outlined in the deliverable/clarification table included in this attachment and the proposed Kimley-Horn Approach (November 2017 and December 2017 submittals).

Rush Line Corridor Environmental Analysis

Classification & Rates		Tolde							Crandall Arambula					NewPublic										Cross Spectrum				
Name		Clara Schilling	KC Atkins	Engineer II	Brian Tang	John Dempsey	Planner II	Planner	Jason Graf	Don Arambula	Designer 1	Designer 2	Planner	Isa Altamirano	Mero Valencia	Melisa Franzen	Jorge Arango	Aron Bordeys	Marian Sanchez	Skylar Vill	Lance Meisler	Principal Associate	Senior Associate	Associate				
Overhead Rate		167.72%	167.72%	167.72%	167.72%	167.72%	167.72%	167.72%														142.20%	142.20%	142.20%	142.20%			
Total Hourly Rate		\$ 207.94	\$ 151.72	\$ 113.82	\$ 93.37	\$ 108.81	\$ 108.41	\$ 92.35	\$ 130.00	\$ 190.00	\$ 80.00	\$ 80.00	\$ 65.00	\$ 175.00	\$ 150.00	\$ 175.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 129.77	\$ 129.77	\$ 101.53	\$ 79.81				
Task	Estimated Hours	Clara Schilling	KC Atkins	Engineer II	Brian Tang	John Dempsey	Planner II	Planner	Jason Graf	Don Arambula	Designer 1	Designer 2	Planner	Isa Altamirano	Mero Valencia	Melisa Franzen	Jorge Arango	Aron Bordeys	Marian Sanchez	Skylar Vill	Lance Meisler	Principal Associate	Senior Associate	Associate				
2.B.1	Review of Previous and Work in Progress Initiatives	8	0	0	0	0	0	0	0	0	0	0	0	0	4	4	4	0	0	0	0	0	0	0				
2.B.1.1	Review of Previous and Work in Progress Initiatives	8	0	0	0	0	0	0	0	0	0	0	0	0	4	4	4	0	0	0	0	0	0	0				
2.B.2	Project Management and Coordination	60	0	0	0	0	0	0	0	0	0	0	0	0	68	80	80	0	0	0	0	0	0	0				
2.B.2.1	Project Management	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.B.2.2	Project Management Team Meetings	20	0	0	0	0	0	0	0	0	0	0	0	0	20	20	24	0	0	0	0	0	0	0				
2.B.2.3	Policy Advisory Committee Meetings	8	0	0	0	0	0	0	0	0	0	0	0	0	8	8	8	0	0	0	0	0	0	0				
2.B.2.4	Technical Advisory Committee Meetings	16	0	0	0	0	0	0	0	0	0	0	0	0	2	2	4	0	0	0	0	0	0	0				
2.B.2.5	Business and Community Advisory Committee Meetings	16	0	0	0	0	0	0	0	0	0	0	0	0	16	16	16	0	0	0	0	0	0	0				
2.B.2.6	Rush Line Corridor Task Force Meetings	10	0	0	0	0	0	0	0	0	0	0	0	0	8	8	8	0	0	0	0	0	0	0				
2.B.2.7	FTA Coordination	2	0	0	0	0	0	0	0	0	0	0	0	0	2	2	4	0	0	0	0	0	0	0				
2.B.2.8	Railroad Coordination	2	0	0	0	0	0	0	0	0	0	0	0	0	2	2	4	0	0	0	0	0	0	0				
2.B.2.9	Other Agency Coordination and Additional Work Groups	18	0	0	0	0	0	0	0	0	0	0	0	0	18	18	16	0	0	0	0	0	0	0				
2.B.2.10	Quality Management Plan	18	0	0	0	0	0	0	0	0	0	0	0	0	18	18	16	0	0	0	0	0	0	0				
2.B.3	Community and Public Involvement	108	0	0	40	40	0	0	210	180	240	240	240	240	248	248	328	50	110	120	78	0	0	0				
2.B.3.1	Development of Communication and Public Engagement Plan	12	0	0	0	0	0	0	0	0	0	0	0	0	40	40	80	20	20	14	0	0	0	0				
2.B.3.2	Social Media/Webinar Support and Engagement	12	0	0	0	0	0	0	0	0	0	0	0	0	20	20	30	50	40	30	0	0	0	0				
2.B.3.3	Community Meetings	40	0	0	0	0	0	0	210	180	240	240	240	240	164	164	194	0	50	120	0	0	0	0				
2.B.3.4	Community Milestone Notification	96	0	0	0	0	0	0	0	0	0	0	0	0	24	24	24	0	0	24	0	0	0	0				
2.B.4	Project Visualization	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.B.4.1	3D Before & After Renderings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.B.4.2	Corridor Animation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.B.4.3	Video Production	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.B.4.4	Innovative Visualization/Video (Specific TBD)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.B.5	Environmental Review	28	25	0	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	152	40	120	300				
2.B.5.1	Preparation of the Preliminary Draft Environmental Assessment	8	8	0	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	152	40	120	300				
2.B.5.2	Historic Property Identification and Evaluation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.B.5.3	Environmental Site Assessment (ESA) Phases I and II	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.B.5.4	Coordination of Preliminary Draft Environmental Assessment	12	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.B.5.5	Coordination of Public Comment to Environmental Assessment	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.B.5.6	Secure FONSI and MEPA Finding of Facts and Conclusions	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.B.6	Preliminary Engineering	0	70	70	80	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.B.6.1	Preliminary Engineering	0	70	70	80	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.B.6.2	Oversight Responsibility	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.B.6.3	Design Criteria	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.B.6.4	Visual Quality	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.B.7	Topographical Mapping and Survey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.B.7.1	Topographical Mapping and Survey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.B.8	Station Area Planning	145	56	0	160	74	74	80	640	540	790	790	790	790	0	0	0	0	0	0	0	0	0	0				
2.B.8.1	Station Area Planning	145	56	0	160	74	74	80	640	540	790	790	790	790	0	0	0	0	0	0	0	0	0	0				
2.B.9	RCRA Right of Way Master Plan	15	15	0	0	120	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.B.9.1	RCRA Right of Way Master Plan	15	15	0	0	120	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.B.10	Bus Network Service Planning	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.B.10.1	Service Planning	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.B.11	Capital and Operating Cost Estimate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.B.11.1	Capital and Operating Cost Estimate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.B.11.2	Local Improvements	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.B.12	FTA New Starts Evaluation and Project Development (PD) Draft Application	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.B.12.1	FTA New Starts Evaluation and Project Development (PD) Draft Application	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Total hours by staff		365	164	70	295	242	74	85	850	720	990	990	1,010	318	318	412	50	110	120	78	152	40	120	300				

Total	Estimated Costs by Staff													Clara Schilling	KC Atkins	Engineer II	Brian Tang	John Dempsey	Planner II	Planner	Jason Graf	Don Arambula	Designer 1	Designer 2	Planner	Isa Altamirano	Marc Valencia	Melissa Franzen	Jorge Arango	Aron Bordeys	Marion Sanchez	Skylar Vill	Lance Meier	Principal Associate	Senior Associate	Associate									
2.B.1	Review of Previous and Work in Progress Initiatives													\$ 1,684	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700	\$ 600	\$ 700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2.B.2	Project Management and Coordination													\$ 12,476	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,550	\$ 9,900	\$ 14,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
2.B.3	Community and Public Involvement													\$ 22,458	\$ -	\$ -	\$ -	\$ 3,725	\$ 4,362	\$ -	\$ 27,300	\$ 34,200	\$ 21,600	\$ 21,600	\$ 15,600	\$ 43,400	\$ 37,300	\$ 57,400	\$ 6,250	\$ 13,700	\$ 15,000	\$ 9,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
2.B.4	Project Visualization													\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
2.B.5	Environmental Review													\$ 5,822	\$ 3,054	\$ -	\$ 1,494	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
2.B.6	Preliminary Engineering													\$ -	\$ 10,620	\$ 7,367	\$ 7,470	\$ 870	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
2.B.7	Topographical Mapping and Survey													\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2.B.8	Station Area Planning													\$ 30,151	\$ 8,496	\$ -	\$ 14,339	\$ 8,052	\$ 8,095	\$ 7,388	\$ 83,200	\$ 102,600	\$ 67,500	\$ 67,500	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.B.9	RCRA Right of Way Master Plan													\$ 3,327	\$ 2,731	\$ -	\$ -	\$ 13,057	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.B.10	Bus Network Service Planning													\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.B.11	Capital and Operating Cost Estimate													\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.B.12	FTA New Starts Evaluation and Project Development (PD) Draft Application													\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total cost by staff													\$ 75,898	\$ 24,842	\$ 7,367	\$ 27,638	\$ 26,332	\$ 8,095	\$ 7,388	\$ 110,500	\$ 136,800	\$ 89,100	\$ 89,100	\$ 65,650	\$ 55,650	\$ 47,700	\$ 72,100	\$ 6,250	\$ 13,750	\$ 15,000	\$ 9,750	\$ 10,725	\$ 5,191	\$ 12,184	\$ 25,539	\$ -	\$ -	\$ -	\$ -	\$ -				

Attachment A – Scope and Budget

Fee Estimate is to deliver the scope of work outlined in the Rush Line RFP, with modifications and changes outlined in the deliverable/clarification table included in this attachment and the proposed Kimley-Horn Approach (November 2017 and December 2017 submittals).

Rush Line Corridor Environmental Analysis

Classification & Rates		Meed & Hunt					MVAAC				Brian																	
Name		Christina Blatter	Emily Petts	Helenian	GIS	Client/Tech Editor	Principal Investigator	GIS Coordinator	Field Technician	Business Manager	Brian Schreurs	TBD	Jackie Dyla	Jennifer Wall	Kelly Brown	Valerie Wood	Julie Baumgartner	Tim Muller	TBD	Casey Farrell	TBD	Rose Ryan	Steve Durant	Colin Harris				
Overhead Rate		183.61%	183.61%	183.61%	183.61%	183.61%																160.00%	160.00%	160.00%				
Total Hourly Rate		\$ 186.06	\$ 141.72	\$ 89.83	\$ 108.41	\$ 80.71	\$ 87.99	\$ 73.98	\$ 26.68	\$ 81.97	\$ 158.00	\$ 176.00	\$ 212.00	\$ 176.00	\$ 176.00	\$ 130.00	\$ 115.00	\$ 78.00	\$ 110.00	\$ 115.00	\$ 78.00	\$ 110.00	\$ 110.66	\$ 209.66	\$ 116.49			
Task	Estimated Hours	Christina Blatter	Emily Petts	Helenian	GIS	Client/Tech Editor	Principal Investigator	GIS Coordinator	Field Technician	Business Manager	Brian Schreurs	TBD	Jackie Dyla	Jennifer Wall	Kelly Brown	Valerie Wood	Julie Baumgartner	Tim Muller	TBD	Casey Farrell	TBD	Rose Ryan	Steve Durant	Colin Harris				
2.0.1	Review of Previous and Work in Progress Initiatives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.0.1.1	Review of Previous and Work in Progress Initiatives																					4	0	0				
2.0.2	Project Management and Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0				
2.0.2.1	Project Management																					76	8	28				
2.0.2.2	Project Management Team Meetings																											
2.0.2.3	Policy Advisory Committee Meetings																						8	20				
2.0.2.4	Technical Advisory Committee Meetings																											
2.0.2.5	Business and Community Advisory Committee Meetings																						24	8				
2.0.2.6	Rush Line Corridor Task Force Meetings																											
2.0.2.7	FTA Coordinator																						12					
2.0.2.8	Railroad Coordination																											
2.0.2.9	Other Agency Coordination and Additional Work Groups																											
2.0.2.10	Quality Management Plan																											
2.0.3	Community and Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	80	0	64				
2.0.3.1	Development of Communication and Public Engagement Plan																											
2.0.3.2	Social Media/Webinar Support and Engagement																											
2.0.3.3	Community Meetings																											
2.0.3.4	Community Interview/Notification																						80	64				
2.0.4	Project Visualization	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	4				
2.0.4.1	3D Before & After Renderings																					20	4	0				
2.0.4.2	Corridor Animation																					20	4	0				
2.0.4.3	Video Production																					20						
2.0.4.4	Innovative Visualization/Video (Specific TBD)																											
2.0.5	Environmental Review	62	366	948	168	180	420	64	724	6	30	6	60	112	380	30	220	20	20	40	20	16	0	0				
2.0.5.1	Preparation of the Preliminary Draft Environmental Assessment																											
2.0.5.2	Habitat Property Identification and Evaluation	62	366	948	168	180	420	64	724	6	30	6	60	112	380	30	220	20	20	40	20	16	0	0				
2.0.5.3	Environmental Site Assessment (ESA) (Phases I and II)																					16						
2.0.5.4	Circulation/Coordination of Preliminary Draft Environmental Assessment													60	112	380	30	220	20	20	40	20						
2.0.5.5	Coordination of Public Comment for Environmental Assessment																											
2.0.5.6	Secure FCHS and MEPA Finding of Facts and Conclusions																											
2.0.6	Preliminary Engineering	0	0	0	0	0	0	0	0	0	30	6	0	0	0	0	0	0	0	0	0	74	12	176				
2.0.6.1	Preliminary Engineering																											
2.0.6.2	Oversight Responsibility										20	6																
2.0.6.3	Design Criteria																					80	12	164				
2.0.6.4	Visual Quality																						6	12				
2.0.7	Topographical Mapping and Survey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.0.7.1	Topographical Mapping and Survey																											
2.0.8	Station Area Planning	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.0.8.1	Station Area Planning																											
2.0.9	RCRRA Right of Way Master Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.0.9.1	RCRRA Right of Way Master Plan																											
2.0.10	Bus Network Service Planning	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	186	24	124				
2.0.10.1	Service Planning																											
2.0.11	Capital and Operating Cost Estimate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.0.11.1	Capital and Operating Cost Estimate																											
2.0.11.2	Local Improvements																											
2.0.12	FTA New Starts Evaluation and Project Development (PD) Draft Application	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2.0.12.1	FTA New Starts Evaluation and Project Development (PD) Draft Application																											
Total hours by staff		62	366	948	168	180	420	64	724	6	30	6	60	112	380	30	220	20	20	40	20	456	48	392				

Task	Estimated Costs by Staff																									
	Christina Blatter	Emily Petts	Holmes	GIS	Client/Tech Editor	Principal Investigator	GIS Coordinator	Field Technician	Business Manager	Brian Schreurs	TBD	Jason Dyla	Jennifer Wall	Kelly Brown	Valerie Wood	Mike Baumgartner	Tim Muller	TBD	Casey Farrell	TBD	Rose Ryan	Steve Durant	Colin Harris			
2.0.1 Review of Previous and Work in Progress Initiatives	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
2.0.2 Project Management and Coordination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
2.0.3 Community and Public Involvement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
2.0.4 Project Visualization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
2.0.5 End-of-project Review	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
2.0.6 Preliminary Engineering	\$ -	\$ 11,474	\$ 51,873	\$ 85,159	\$ 18,213	\$ 12,814	\$ 36,956	\$ 4,709	\$ 19,316	\$ 492	\$ -	\$ 12,780	\$ 19,712	\$ 66,880	\$ 3,800	\$ 25,300	\$ 1,560	\$ 2,200	\$ 4,600	\$ 1,560	\$ -	\$ 440	\$ -	\$ -		
2.0.7 Topographical Mapping and Survey	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,740	\$ 1,056	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
2.0.8 Station Area Planning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
2.0.9 RCRRA Right of Way Master Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
2.0.10 Bus Network Service Planning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
2.0.11 Capital and Operating Cost Estimate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
2.0.12 FTA New Starts Evaluation and Project Development (PO) Draft Application	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total cost by staff	\$ 11,474	\$ 51,873	\$ 85,159	\$ 18,213	\$ 12,814	\$ 36,956	\$ 4,709	\$ 19,316	\$ 492	\$ 4,740	\$ 1,056	\$ 12,780	\$ 19,712	\$ 66,880	\$ 3,800	\$ 25,300	\$ 1,560	\$ 2,200	\$ 4,600	\$ 1,560	\$ 50,461	\$ 10,064	\$ 45,600			

Attachment A – Scope and Budget

Fee Estimate is to deliver the scope of work outlined in the Rush Line RFP, with modifications and changes outlined in the deliverable/clarification table included in this attachment and the proposed Kimley-Horn Approach (November 2017 and December 2017 submittals).

Rush Line Corridor Environmental Analysis

Classification & Rates		Alta					Sambonet				
Name		Principal Month	Planner	Engineer	Admin	Sr Surveyor	Surveyor	Cad	Field Coordination	Survey Crew	
Overhead Rate		160.00%	160.00%	160.00%	160.00%	173.61%	173.61%	173.61%	173.61%	173.61%	
Total Hourly Rate		\$ 79.62	\$ 93.18	\$ 101.92	\$ 81.54	\$ 173.61	\$ 173.61	\$ 173.61	\$ 173.61	\$ 173.61	
Task	Estimated Hours	Principal Month	Planner	Engineer	Admin	Sr Surveyor	Surveyor	Cad	Field Coordination	Survey Crew	Total Hours by Staff
2.B.1 Review of Previous and Work In-Progress Initiatives		0	0	0	0	0	0	0	0	0	40
2.B.1.1 Review of Previous and Work In-Progress Initiatives		0	0	0	0	0	0	0	0	0	40
2.B.2 Project Management and Coordination		0	0	0	24	0	0	0	0	0	3,340
2.B.2.1 Project Management					24						730
2.B.2.2 Project Management Team Meetings											694
2.B.2.3 Policy Advisory Committee Meetings											264
2.B.2.4 Technical Advisory Committee Meetings											450
2.B.2.5 Business and Community Advisory Committee Meetings											430
2.B.2.6 Rush Line Corridor Task Force Meetings											126
2.B.2.7 FTA Coordination											208
2.B.2.8 Railroad Coordination											38
2.B.2.9 Other Agency Coordination and Additional Work Groups											46
2.B.2.10 Quality Management Plan											4,480
2.B.3 Community and Public Involvement		0	40	0	0	0	0	0	0	0	266
2.B.3.1 Development of Communication and Public Engagement Plan											340
2.B.3.2 Social Media/Website Support and Engagement											3,440
2.B.3.3 Community Meetings			40								266
2.B.3.4 Community Milestone Notification											3,440
2.B.4 Project Visualization		30	0	0	0	0	0	0	0	0	208
2.B.4.1 3D Before & After Renderings		30									940
2.B.4.2 Corridor Animation											340
2.B.4.3 Video Production											310
2.B.4.4 Illustrative Visualization/Video (Specific TBD)											156
2.B.5 Environmental Review		0	24	0	0	0	0	0	0	0	7,768
2.B.5.1 Preparation of the Preliminary Draft Environmental Assessment			24								1,896
2.B.5.2 Historic Property Identification and Evaluation											2,674
2.B.5.3 Environmental Site Assessment (ESA) Phases I and II											924
2.B.5.4 Consultation/Coordination of Preliminary Draft Environmental Assessment											228
2.B.5.5 Coordination of Public Comment for Environmental Assessment											248
2.B.5.6 Secure FONSI and MEPA Finding of Facts and Conclusions											536
2.B.6 Preliminary Engineering		108	16	40	0	0	0	0	0	0	11,830
2.B.6.1 Preliminary Engineering		108	16	40							11,280
2.B.6.2 Oversight/Responsibility											244
2.B.6.3 Design Criteria											148
2.B.6.4 Visual Quality											154
2.B.7 Topographical Mapping and Survey		0	0	0	0	120	212	221	140	300	1,059
2.B.7.1 Topographical Mapping and Survey						120	212	221	140	300	1,059
2.B.8 Station Area Planning		0	0	0	0	0	0	0	0	0	4,803
2.B.8.1 Station Area Planning											4,803
2.B.9 RCRA Right of Way Master Plan		232	220	0	0	0	0	0	0	0	1,136
2.B.9.1 RCRA Right of Way Master Plan		232	220								1,136
2.B.10 Bus Network Service Planning		0	0	0	0	0	0	0	0	0	344
2.B.10.1 Service Planning											344
2.B.11 Capital and Operating Cost Estimate		0	0	0	0	0	0	0	0	0	768
2.B.11.1 Capital and Operating Cost Estimate											704
2.B.11.2 Local Improvements											64
2.B.12 FTA New Starts Evaluation and Project Development (PD) Draft Application		0	0	0	0	0	0	0	0	0	1,084
2.B.12.1 FTA New Starts Evaluation and Project Development (PD) Draft Application											1,084
Total hours by staff		372	300	40	24	120	212	221	140	300	37,560

Task	Estimated Costs by Staff	Principal Month	Planner	Engineer	Admin	Sr Surveyor	Surveyor	Cad	Field Coordination	Survey Crew	Total cost by staff
2.B.1 Review of Previous and Work In-Progress Initiatives	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,087
2.B.2 Project Management and Coordination	\$ -	\$ -	\$ -	\$ 1,967	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 691,474
2.B.3 Community and Public Involvement	\$ -	\$ 3,727	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 658,045
2.B.4 Project Visualization	\$ 2,216	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127,205
2.B.5 Environmental Review	\$ -	\$ 2,230	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900,039
2.B.6 Preliminary Engineering	\$ 8,491	\$ 1,491	\$ 4,077	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,550,363
2.B.7 Topographical Mapping and Survey	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,563	\$ 25,987	\$ 20,317	\$ 13,300	\$ 66,192	\$ 149,385
2.B.8 Station Area Planning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 545,555
2.B.9 RCRA Right of Way Master Plan	\$ 18,240	\$ 20,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 133,437
2.B.10 Bus Network Service Planning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,591
2.B.11 Capital and Operating Cost Estimate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115,036
2.B.12 FTA New Starts Evaluation and Project Development (PD) Draft Application	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 189,050
Total cost by staff		\$ 29,247	\$ 27,964	\$ 4,077	\$ 1,967	\$ 20,563	\$ 25,987	\$ 20,317	\$ 13,300	\$ 66,192	\$ 1,113,890

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2018-2

Committee: Regional Railroad Authority

Meeting Date: 1/23/2018

SUBJECT: Request for Proposals for Project Management Consultant Services for the Rush Line Bus Rapid Transit Project

REQUESTED ACTION

1. Authorize the issuance of a Request for Proposals for project management consultant services for the Rush Line Bus Rapid Transit Project, in accordance with County's procurement policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority with a recommendation for selection of a consultant.
2. Authorize the use of Ramsey County Regional Railroad Authority fund balance in the amount of \$1,500,000 for Project Management Consultant Services for the Rush Line Bus Rapid Transit Project.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

EXECUTIVE SUMMARY

Over the past three years, the Rush Line Corridor has undergone extensive technical analysis, community engagement, and inter-agency coordination at both the staff and policymaker levels through a thorough Pre-Project Development Study led by the Ramsey County Regional Railroad Authority (RCRRA) on behalf of the Rush Line Corridor Task Force. The Pre-Project Development Study resulted in the selection of a Locally Preferred Alternative (LPA) that best meets the needs of the communities along the corridor.

The LPA is defined as bus rapid transit within a dedicated guideway generally along Robert Street, Phalen Boulevard, RCRRA right-of-way and Trunk Highway 61 from Union Depot in downtown Saint Paul to downtown White Bear Lake. It would be co-located with the Bruce Vento Trail through the portion of the route that utilizes RCRRA right-of-way.

The next phase of the project – the Environmental Analysis Phase – is expected to take approximately two years to complete and will include the following key tasks:

- Environmental Review
- Preliminary Engineering
- Station Area Planning
- Communication and Public Engagement

RCRRA is in the process of selecting a consultant to complete this work through a separate procurement process in accordance with County policies and procedures.

As these tasks are completed, project management consultant services will be needed to assist RCRRA in managing the advancement of the project through the federal and state environmental review processes. The project management consultant will provide RCRRA with technical expertise and supportive staff. This will allow for project design to be completed to the level sufficient to apply to the Federal Transit Administration (FTA) to enter the Capital Investment Grants Program as a New Starts project, and for the project's transition to the Metropolitan Council as the lead agency for

Request for Proposals for Project Management Consultant Services for the Rush Line Bus Rapid Transit

final design and implementation. The key tasks the Project Management Consultant will perform include:

- Development of a project management plan
- FTA coordination and reporting
- Risk management
- Design oversight
- Peer review
- Environmental oversight
- Review of ridership forecasts
- Document control
- Change control
- Support for project transition to the Metropolitan Council

The estimated cost for the Project Management Consultant to support the Rush Line Bus Rapid Transit Project Environmental Analysis Phase is \$1,000,000 for the first two years, with the option for one one-year renewal period of \$500,000 for a not-to-exceed total of \$1,500,000. Funding for the Project Management Consultant is the responsibility of RCRRA as the lead local agency for the Rush Line Bus Rapid Transit Project.

FISCAL IMPACT

Sufficient fund balance exists within the RCRRA budget to fund Project Management Consultant Services for the Rush Line Bus Rapid Transit Project.

COUNTY MANAGER COMMENTS

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

PREVIOUS ACTION

None.

ATTACHMENTS

1. Draft Resolution
2. Request for Proposals - Project Management Consultant Services for the Rush Line Bus Rapid Transit Project
3. Project Management Consultant Scope of Services Attachment A

Draft Resolution

WHEREAS, A Pre-Project Development Study has been completed to analyze transit alternatives in the 30-mile study area between St. Paul and Forest Lake; and

WHEREAS, After a thorough technical analysis and extensive public engagement through the Pre-Project Development Study, bus rapid transit within a dedicated guideway from Union Depot in Saint Paul to White Bear Lake has been selected as the Locally Preferred Alternative; and

WHEREAS, The next phase of the Rush Line Bus Rapid Transit Project, the Environmental Analysis Phase, will include environmental review, preliminary engineering, station area planning and communication and public engagement; and

WHEREAS, Project management consultant services will be needed throughout the Environmental Analysis Phase to assist RCRRA in managing the advancement of the Rush Line Bus Rapid Transit Project through the federal and state environmental processes and the preliminary engineering process; and

WHEREAS, The Ramsey County Regional Railroad Authority intends to seek qualified proposals to perform these services; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority is authorized to issue a Request for Proposals for project management consultant services for the Rush Line Bus Rapid Transit Project, in accordance with County procurement policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority with a recommendation for selection of a consultant.; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the use of Ramsey County Regional Railroad Authority fund balance in the amount of \$1,500,000 for Project Management Consultant Services for the Rush Line Bus Rapid Transit Project; 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.



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

RFP #: RRA0000001239

Request For Proposals Title: Project Management Consultant

First Time Solicitation: Yes

Send response to:
Ramsey County Procurement
4000 Metro Square
121 7th Place East
Saint Paul, MN 55101

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 February 22, 2018.

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: January 24, 2018
Pre Solicitation Response Conference: February 7, 2018, 10:00 a.m. to 11:00 a.m.
Pre Solicitation Response Conference Location: Gateway Room, Union Depot, 214 4th Street East, Saint Paul, MN 55101
Contractor Questions Due: February 9, 2018
Addendum with Answers to Questions Issued: February 13, 2018
Solicitation Responses Due: February 22, 2018
Solicitation Public Opening: February 22, 2018
Notice of Interviews: Week of February 26, 2018
Interviews: Week of March 5, 2018
Notice of Intent to Award: Week of March 12, 2018
Anticipated Contract Start Date: March 27, 2018

Solicitation Description

Project Management Consulting Services for the Rush Line Bus Rapid Transit (BRT) Project

Pre Solicitation Response Conference

A non-mandatory pre-solicitation response conference will be held at 10:00 am Central time, on February 7, 2018 at RCRRA, 214 4th Street East, Union Depot Gateway Room, 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 a Project Management Consultant (PMC) to support the Environmental Analysis Phase ("EAP") of the Rush Line Bus Rapid Transit Project (the Project). The intent of the EAP is to receive all necessary federal and state environmental clearances and prepare the Project to enter the Project Development phase of the Federal Transit Administration's Capital Improvement Grants Program as a New Starts project.

1.2. Background Information

RCRRA has hired a consultant to complete the Environmental Analysis Phase (EAP Consultant), whose key tasks include preliminary engineering, environmental review, station area planning and communication and public engagement. A PMC is needed to ensure the timely completion of high-quality deliverables associated with the EAP. The anticipated scope of services for the PMC is described in detail in Attachment A.

1.3. Scope of Services

The contractor shall complete all of the tasks identified in Attachment A to this RFP.

1.4. Contractor Qualifications

The PMC shall possess the following technical skills and competencies:

- Project Management and Oversight
- FTA New Starts Experience
- Environmental Compliance Experience
- Ridership Modeling
- Cost Estimating
- Scheduling
- Risk Management
- Project Delivery and Financing
- Engineering (Guideway, Structures, Station Design for BRT)

1.5. Contract Term

1.5.1.

The term of the resulting Agreement is estimated to begin on March 27, 2018 and shall not exceed 3 years, including any renewal options.

1.5.1.1.

Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

1.6. Costs

1.6.1.

The resulting contract fee shall be a maximum not to exceed, threshold and rates to be determined.

1.6.2.

The solicitation response shall include all costs for supplies, materials, equipment, labor, and expenses necessary to perform the 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.

2. General Solicitation Standard Terms and Conditions

2.1. Solicitation Process

2.1.1.

RCRRA will not provide compensation to the Contractor for any expenses incurred for solicitation response preparation.

2.1.2.

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.

2.1.3.

Any exceptions to the General Contract/Agreement Terms and Conditions must appear in the Contractor's proposal under a separate section titled "Exceptions", with proposed alternate language or deletions. RCRRA has no obligation to accept or agree to any such exceptions requested by a Contractor.

2.1.4.

All questions related to this solicitation must be submitted in writing during the question and answer period indicated on the first page of the solicitation document.

2.1.5.

RCRRA expressly reserves the right to amend or withdraw this solicitation at any time and to reject any or all responses, and to waive any informalities or irregularities in the responses as may be deemed in the best interest of RCRRA.

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 40 pages, including attachments.

2.6.1.

Completed Solicitation Response Form, attached.

2.6.2.

Completed Contractor Information and Reference Form, attached.

2.6.3.

Description of the Contractor's cost.

2.6.4.

Description of the Contractor's overall approach or solution.

2.6.5.

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.

2.6.6.

Breakdown of Project services by phases or tasks. For each phase or task listed, identify:

Key Project staff to be involved and their roles and responsibilities

Time commitment for each person, estimate of staff hours per person/job category, per task and estimated expenses

Timeline

Deliverables

RCRRA responsibilities, if different from the description contained in the solicitation

Include a base work plan and fee for services in the proposal in response to the scope of services in Attachment A to this RFP. The base work plan should demonstrate an

understanding of study needs and propose an efficient and effective study process, accounting for the inter-relationships among task elements.

Suggested Modifications to Base Work Plan

Include suggested modifications to the base work plan. The contractor is encouraged to propose the addition, refinement, and/or elimination of tasks in response to the scope of services in Attachment A to this RFP. The contractor is encouraged to provide optional approaches and share opinions for improving the process. Suggestions or recommendations for schedule compression and streamlining of efforts are strongly encouraged. The addition, refinement and/or elimination of work tasks shall be presented in a separate section from the base work plan. This section shall identify any implications to the assumed timeframe for the Project and any fee implications.

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

2.6.7.

A summary of claims brought against the proposer, 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, on company letterhead. Even if there have been no claims, a statement must be provided.

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 15 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 February 15, 2018. Faxed, emailed, and oral solicitation responses will not be considered. The Contractor's name will be read at public opening.

2.7.1.

In addition, contractors shall include a complete copy of the solicitation response in the following electronic format(s):

One pdf document of the entire proposal on a jump or thumb drive.

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 initiated 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, 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

- 30 Contractor Qualifications (experience, training, technical and professional ability)
- 30 Key Personnel Qualifications (experience, training, technical and professional ability)
- 30 Project Understanding and Approach
- 10 Cost
- 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)

2.14. Public Notice

RCRRA and Ramsey County uses 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 the County's official newspaper for three weeks. All other advertising or publishing requirements applicable to the purchase shall be published in the 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 responder 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. Payment

3.2.1.

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

3.2.2.

Payment shall be based on a negotiated payment schedule.

3.3. Application for Payments

3.3.1.

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

3.3.2.

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

3.3.3.

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.

3.3.4.

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 Contractor exceed the percentage of project completion, as determined by RCRRA.

3.3.5.

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

3.3.6.

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.

3.3.7.

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.

3.4. 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 RCRRA.

3.5. Successors, Subcontracting and Assignment

3.5.1.

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

3.5.2.

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 RCRRA and subject to such conditions and provisions as RCRRA may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

3.6. Compliance With Legal Requirements

3.6.1.

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.

3.6.2.

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.

3.7. Data Practices

3.7.1.

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.

3.7.2.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which RCRRA or Ramsey County data is contained or which are used to access RCRRA or Ramsey County data in the course of providing services under this Agreement. Access to RCRRA 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 RCRRA and Ramsey County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give RCRRA and Ramsey County written verification that the data has been purged.

3.8. Security

3.8.1.

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.

3.8.2.

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.

3.8.3.

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.

3.8.4.

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.

3.8.5.

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.

3.9. 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.

3.10. Contractor's Insurance

3.10.1.

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.

3.10.2.

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 RCRRRA contracting department evidencing such coverage to RCRRRA throughout the term of this Agreement.

3.10.3.

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.

3.10.3.1.

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.

3.10.3.2.

The Contractor is required to add RCRRRA and Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution 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.

3.10.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

3.10.4.1.

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.

3.10.4.2.

RCRRRA, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of RCRRRA.

- 3.10.5.** Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.
- 3.10.6.** 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. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.
- 3.10.7.** If the Contractor is driving on behalf of RCRRRA as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.
- 3.10.8.** The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability and umbrella liability insurance required of the Contractor under this Agreement.
- 3.10.9.** 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 RCRRRA upon written request.
- 3.10.10.** 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-.
- 3.10.11.** 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 RCRRRA.
- 3.10.12.** All Certificates of Insurance shall provide that the insurer give RCRRRA prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to RCRRRA for cancellation due to non-payment of premium.
- 3.10.13.** Nothing in the Agreement shall constitute a waiver by RCRRRA of any statutory or common law immunities, defenses, limits, or exceptions on liability.
- 3.10.14.** A Crime and Fidelity Bond is required if the Contractor is handling money for RCRRRA or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

3.11. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to RCRRRA, the State Auditor, or the RCRRRA'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.

3.12. 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.

RCRRRA:

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.

3.13. Non-Conforming Services

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

3.14. Setoff

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

3.15. 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 RCRRRA. 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.

3.16. 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.

3.17. 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.

3.18. 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.

3.19. Termination

3.19.1.

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.

3.19.2.

If the Contractor violates any material terms or conditions of this Agreement RCRRA may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

3.19.3.

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 compliance with the provisions of this Agreement, up to and including the effective date of termination.

3.20. Interpretation of Agreement; Venue

3.20.1.

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.

3.20.2.

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.

3.21. 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.

3.22. Infringement

3.22.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to RCRRRA, defend, indemnify, and hold RCRRRA, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the RCRRRA's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. RCRRRA will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

3.22.2.

If, as a result of any claim of infringement of rights, the Contractor or RCRRRA is enjoined from using, marketing, or supporting any product or service provided under the agreement with RCRRRA (or if the Contractor comes to believe such injunction is imminent), the Contractor shall either arrange for RCRRRA to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to RCRRRA, or propose an equivalent, subject to RCRRRA approval. The acceptance of a proposed equivalent will be at the RCRRRA's sole discretion. If no alternative is found acceptable to RCRRRA acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any license fees and any other costs paid by the RCRRRA in conjunction with the use thereof.

3.23. Debarment and Suspension

When RCRRRA is using federal funds for a purchase of \$25,000 or over, the federal government prohibits RCRRRA 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 the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

3.24. 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.

3.25. 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.

3.26. 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 RCRRRA 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.



RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

SOLICITATION RESPONSE FORM

Solicitation Number: RRA0000001239

Solicitation Title: RFP for Project Management Consultant

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.

Max NTE Information:

Maximum Not-To-Exceed Price: \$ _____

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 and the General Contract/Agreement Terms and Conditions 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, RCRRA employees, Ramsey County employees or RCRRA 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: RRA0000001239

Solicitation Title: RFP for Project Management Consultant



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:



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:

RUSH LINE BUS RAPID TRANSIT PROJECT

PROJECT MANAGEMENT CONSULTANT (PMC)

SCOPE OF SERVICES

ATTACHMENT A

Issued by the



RAMSEY COUNTY
Regional Railroad Authority

1. Project Background

Introduction

The Ramsey County Regional Railroad Authority (RCRRA) is leading, in close collaboration with the Metropolitan Council (Council) and the Minnesota Department of Transportation (MnDOT), the Rush Line BRT Project (Project). The Project will be in the Environmental Analysis Phase (EAP) during the approximately 24-month period from the beginning of 2018 to the end of 2019. As such, RCRRA requires the services of a Project Management Consultant (PMC) to provide various forms of project management support to ensure that the Project successfully navigates the EAP and is prepared to enter Project Development (PD) at the end of the EAP as part of the Federal Transit Administration's (FTA) Capital Investment Grants (CIG) Program as a New Starts project.

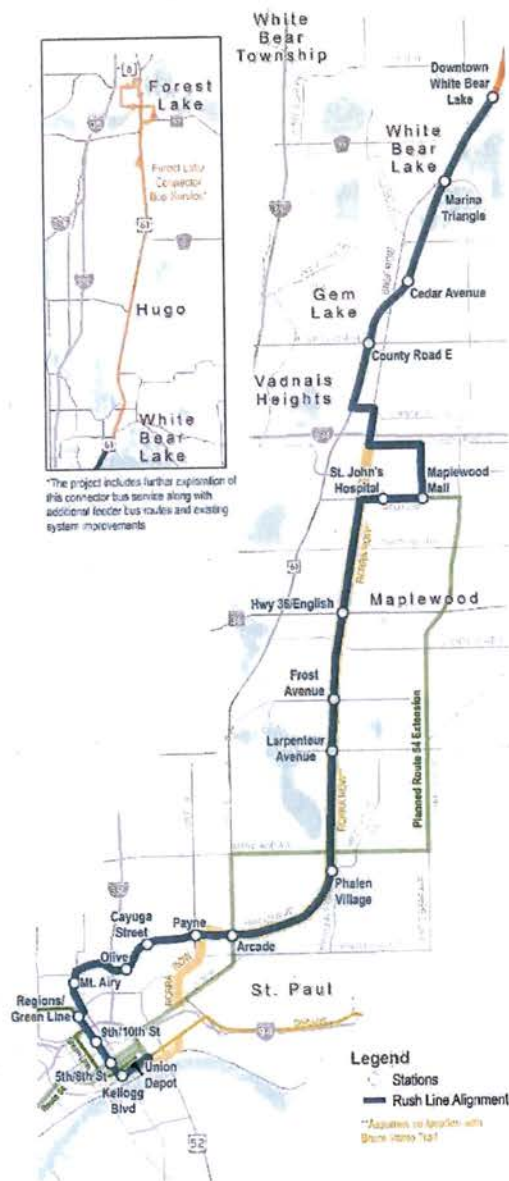
Budget

The budget for the PMC during the Rush Line BRT Project EAP is \$1,000,000 for the first two years, with the option for a one-year renewal of \$500,000 for the third year if the EAP takes additional time to complete. RCRRA requires that Proposers include a contingency within the fee proposal of no less than 10% of the total budget.

Rush Line BRT Project

A Pre-Project Development (PPD) Study led by RCRRA on behalf of the Rush Line Corridor Task Force, completed in 2017, resulted in the selection of Bus Rapid Transit (BRT) in a primarily dedicated guideway from downtown White Bear Lake to Union Depot in downtown St. Paul as the Locally Preferred Alternative (LPA). Resolutions of support for the LPA have been approved by the Ramsey County Regional Railroad Authority (RCRRA) and the municipalities along the alignment of the LPA: Saint Paul, Maplewood, Vadnais Heights, Gem Lake, White Bear Lake, White Bear Township, and Ramsey County. A map of the approved LPA is shown in Figure 1-1.

Figure 1-1: Rush Line Locally Preferred Alternative



The LPA's proposed alignment is approximately 14 miles long, 85%-90% of which is expected to operate in a dedicated guideway. There are a total of 20 proposed stations, 15 of which are new, three of which are enhanced downtown stations (Kellogg Boulevard, 5th/6th Street, and 9th/10th Street) and two of which are existing stations (Union Depot and Maplewood Mall Transit Center). Rush Line BRT service is expected to run at 10-15 minute headways from 5 a.m. – 12 a.m. Monday through Saturday and 6 a.m. – 12 a.m. on Sunday. The Project has a 2040 forecast ridership of 5,700, estimated operation and maintenance cost of \$7.8-\$8 million (2015\$) and estimated capital costs of \$420 million (2021\$). If

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additional Metro Transit routes are able to utilize the guideway, then the 2040 forecast ridership increases up to 9,700 and capital costs increase by up to \$55 million, to \$475 million (2021\$).

The one-way travel time from White Bear Lake to Maplewood Mall is estimated at 14 minutes, from Maplewood Mall to Saint Paul's central business district (CBD) is estimated at 30 minutes, and from Saint Paul's CBD to Union Depot is estimated at 6 minutes. In 2040, projections suggest that 105,700 jobs and 60,200 residents will be located in Rush Line station areas. There are currently 11,700 people living below the poverty line in the station areas. Destinations along the LPA's alignment include downtown Saint Paul and its east side neighborhoods, Maplewood Mall, approximately 17 healthcare institutions, downtown White Bear Lake, and several areas expected to host significant redevelopment activity in the coming years.

2 Scope of Work – Project Management Consultant (PMC)

A. Key Notices

Scopes of Work under Separate Contracts

During this contract period, RCRRA will retain services under separate contracts, which will include but is not limited to the following:

- Environmental Analysis Phase Consultant (EAP Consultant) to complete an Environmental Assessment (EA), preliminary engineering up to a sufficient level of design to complete the EA (approximately 15%), communication and public engagement, and station area planning for the Project's EAP.
- Strategic Communications Consultant (SCC) services to supplement the engagement and communication efforts for the Project's EAP.

The scope of services for the EAP Consultant is included as an informational item in this attachment as Appendix A.

Conflict of Interest/Exclusion from Other Work

To avoid an organizational conflict of interest—or the perception of an organizational conflict of interest—related to the work of the PMC on related projects as determined by RCRRA, the PMC must abide by the following conditions:

- The prime firm for the PMC contract cannot serve as the prime firm for the EAP contract.
- The key personnel provided by the PMC for review of environmental documentation, design, and other key tasks shall not belong to the same firm responsible for producing this work as part of the EAP contract.

Scope Modifications

The scope of work for the PMC is primarily to support the Rush Line BRT Project during the EAP, but could be modified to provide additional project management services for other RCRRA transit projects upon mutual agreement of both parties and prior written authorization from the RCRRA Project Manager.

B. Objective/Description

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The PMC shall provide services to assist RCRRA in managing the advancement of the Project through the federal and state environmental review processes and the design process up to a level sufficient to apply to the FTA to enter the CIG Program as a New Starts project, and for the Project to transition from RCRRA to the Metropolitan Council as the lead agency for final design and implementation.

The Project's NEPA class of action has been determined by the FTA to be an Environmental Assessment (EA). RCRRA will lead the environmental review process through the expected receipt of a Finding of No Significant Impact (FONSI) from the FTA, and the preparation of the draft PD application. The project will then transition to the Metropolitan Council as the lead agency. Metropolitan Council will submit the final PD application to the FTA.

It is expected that the PMC contract period will terminate when the Project transitions to the Metropolitan Council and prior to requesting entry into Project Development. This will help to create a clean break between the EAP and future phases of work to minimize the possibility that firms that participated in the EAP phase will be conflicted from bidding on work on future phases.

This Scope of Work is intended to be comprehensive in covering the project management services to be provided; however, changes and unforeseen circumstances may require adjustments to the general scope of the contract. The amount of resources needed from the PMC will vary over the contract period. In order to be the most effective and efficient with project resources, the PMC should be prepared to scale up with the necessary technical expertise and resources when needed and to scale back when not needed. The PMC shall provide project management support to RCRRA as outlined in this scope of work.

The PMC shall be qualified and prepared to provide services related to implementation of the Project, including design oversight, management, and other miscellaneous project support. It is also intended that the project be carried out in full compliance with the requirements and procedures of the FTA. An overall description of these requirements and procedures may be found in the latest version of FTA's Project and Construction Management Guidelines.

C. Project Schedule

The contract period for the PMC largely coincides with the EAP, though the EAP is expected to begin roughly two months before the PMC's contract period starts. The EAP for the Project is expected to last approximately twenty-four months. The EAP is expected to begin in the first quarter of 2018 and conclude in the fourth quarter of 2019.

D. Project Management Activities

Project Management Plan Development

The PMC will prepare a Project Management Plan (PMP), subject to approval by RCRRA, for the Project. The PMC should expect to meet with RCRRA staff every two weeks regarding the PMP, shall participate in weekly calls with the RCRRA Project Manager and the EAP Consultant, and attend Project Management Team (PMT) meetings every other week, monthly Technical Advisory Committee (TAC) meetings and other coordination meetings as deemed necessary by RCRRA. The PMC shall be responsible for providing administrative support and materials to effectively set up and conduct meetings. This work shall include documentation and support materials necessary to effectively

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complete this work. Under the direction of RCRRA, the PMC shall develop a process for updating and revising the PMP based on unanticipated changes related to the Project.

FTA Coordination and Reporting

RCRRA and Metropolitan Council/Metro Transit will maintain an ongoing relationship with FTA staff in both its Region V and Washington, D.C. offices throughout the EAP. The PMC shall assist RCRRA and its EAP Consultant and the Metropolitan Council/Metro Transit to work cooperatively with the FTA and/or its Project Management Oversight Consultant (PMOC), and to provide all necessary project documentation.

The PMC shall obtain input from various members of the project team, prepare presentation materials for use in FTA meetings, and act as moderator/facilitator for these meetings if requested. The PMC shall also review any FTA-related submittals prepared by the EAP Consultant, such as the draft environmental review documents and the application to enter PD.

Risk Management

The PMC will identify design risks and potential mitigation strategies and prepare a risk register that will be the basis for the FTA required Risk Assessment that is expected to be completed as part of the PD phase. The risk management process will inform the process for determining the project delivery method.

Design and Environmental Oversight

The EAP Consultant will be responsible for completing preliminary engineering and design up to a level sufficient to receive environmental clearances for the Project. The PMC shall oversee and review all of this work, both through the formal design review process and by attending a variety of technical issue resolution meetings conducted by EAP Consultant. A major function of the PMC is to assure that the EAP Consultant properly considers and incorporates the input of participating agencies and the future owner/operator during the design process. The PMC shall assist RCRRA staff in addressing disagreements over design details between the EAP Consultant and other project participants.

The PMC shall be familiar with and monitor the EAP Consultant's compliance with all codes and industry standards relevant to the engineering/design and environmental work. When a question arises whether a particular code should apply to the design, the PMC shall assess the EAP Consultant's position explaining why the code requirement is or is not relevant and advise the RCRRA of the PMC's agreement or disagreement. If the design submitted differs in some manner from established industry standards, the PMC shall assess the EAP Consultant's reasoning behind the variations and advise RCRRA of the PMC's position on the issue.

As designs are submitted to RCRRA by the EAP Consultant, the PMC shall verify that the proper detailed checking has occurred for the level of design under consideration. In general, the PMC shall recognize the EAP Consultant teams' responsibility for the preliminary design plans and shall not seek to impose upon the EAP Consultant its decisions unless there is a significant matter of scope, quality, cost, or schedule.

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The PMCs organization shall include "on-call" staff qualified to review work in all engineering disciplines involved in the project, as well as environmental and other specialty disciplines as needed. These staff shall work on the project only when their input is requested by RCRRA.

Peer Review

RCRRA expects one peer review exercise during the contract period, to be carried out near the end of the EAP. The PMC shall recommend to the RCRRA a list of independent third party experts who may be available for peer review of the Project as it nears the end of its EAP. This list shall include at a minimum people with transit operations, guideway design, and structure design experience. The PMC shall determine other disciplines where peer review candidates might be needed. The PMC shall provide a short biography of each expert proposed. RCRRA, in consultation with the future owner/operator, will select the participants for peer review using this list and other sources it may have.

Once participants have been designated by RCRRA, the PMC shall assist in organizing, conducting and documenting the peer review. The PMC shall provide an opportunity for each peer participant to comment on the report arising from the peer review and shall include their comments as an appendix to the report.

Environmental Compliance

The PMC will review the NEPA and Minnesota Environmental Policy Act (MEPA) technical analyses, reports and documentation prepared by the EAP Consultant throughout the EAP to ensure compliance with state and federal requirements.

Cost Estimating

The objective of this task is to review the cost estimates prepared by the EAP Consultant as the Project progresses. It is expected that cost estimates produced during the EAP will be top-down estimates, primarily driven by unit costs from recent, similar projects. The PMC shall provide input and review the work that the EAP Consultant produces to establish guidelines for use in developing all capital cost estimates such that variations among estimators due to methodological differences are eliminated.

Ridership Forecasting

The EAP Consultant will update ridership forecasts for the Project to reflect changes in travel demand modeling assumptions and operating and engineering refinements made during the EAP. The PMC will review the ridership forecasts produced by the EAP Consultant, utilizing both the FTA's Simplified Trips-on-Project Software (STOPS) and the Regional Travel Demand Forecast Model (RTDFM).

Scheduling

The PMC shall develop and maintain an Integrated Master Program Schedule (IMPS) using the current version of Primavera P6 from Oracle, which is capable of incorporating information from more detailed schedules developed as work progresses. The PMC shall obtain information regarding durations, interfaces, and available activity leads and lags from the EAP Consultant and the RCRRA for work under their management. The PMC shall assess this information for consistency, level of detail and suitability, seeking necessary refinements from the EAP Consultant and the RCRRA.

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Each time a schedule is produced, the PMC shall develop or update a Basis of Schedule document which outlines the assumptions used, the sources of input received, major uncertainties identified, a description of the schedule development analytics, and the supporting scope and cost information. The Integrated Master Program Schedule shall be developed to a level of detail during each phase of the project that meets the requirements of the FTA and PMOC.

Document Control

The PMC shall provide necessary management, administrative, and clerical staff to supplement the RCRRA's organization in performing the various activities of document control, including receipt and classification of documents, timely distribution of sourced documents to established distribution lists, archival retrieval, and audit support. The PMC managers and document control staff shall monitor project activities and shall prepare their own file of records anticipated but not yet submitted into the system, such as meeting notes, correspondence, and negotiation records. This file shall be used to contact responsible parties to remind them of the record maintenance requirements and solicit missing records.

Document control activities must be performed with the understanding that the Metropolitan Council, the expected agency responsible for final design and implementation of the Project, wants thorough and complete documentation of the design decisions (technical issue resolution) made during the EAP. In addition, the Metropolitan Council will want documentation of public engagement and communication activities. Furthermore, document control procedures should facilitate the transfer of documentation to the Metropolitan Council following the conclusion of the EAP.

Working with RCRRA, the PMC shall prepare and implement a training program to ensure that all project staff and other selected project participants are aware of the Project's document control system, and understand both the requirements for record maintenance and the processes they will use to submit and retrieve all project documents.

Change Control/Configuration Management

Working from previously completed Rush Line-related studies, the PMC shall prepare an initial Project Baseline Description document which identifies all features of the Project that need to be subject to baseline control. The PMC shall coordinate this description with the RCRRA and the EAP Consultant. Once this baseline has been developed, the PMC shall provide administrative management of a change program and documentation of baseline reviews. Implementation consists of monitoring work progress and determining when a decision or circumstance modifies the Project baseline configuration or one of its components.

The EAP Consultant will be the lead technical participant in this process, both through design reviews and at other times when design development results in necessary changes to the project baseline. Working with the EAP Consultant, the PMC shall determine which staff and or outside agencies should review each proposed change and shall assist the RCRRA with management of the change evaluation and approval/rejection process. Timeliness is a critical factor in assuring that this process is conducted in a useful manner. If, after review, disagreements remain among the reviewers, the RCRRA in consultation with the future owner/operator will make a final determination regarding the proposed change.

Project Delivery and Financing Advice

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The project delivery method for the Project has not yet been determined. The PMC shall advise RCRRA on the optimal project delivery methods including an evaluation of alternative delivery methods that include both public and public-private (P3) financing options for the Project based on an analysis of pertinent factors identified by RCRRA, the EAP Consultant, Project partners and the PMC. These pertinent factors could include but are not limited to:

- Quality
- Capital, Operating and Maintenance Costs
- Schedule
- Control
- Risk Management
- Enabling Legislation

The PMC shall provide examples from other regions, analyze market conditions and trends, and give consideration to the potential use of a "program of projects" approach in which the delivery of multiple regional transit projects is accomplished as part of one strategy. The PMC shall host a series of workshops with RCRRA and project partners to evaluate multiple project delivery scenarios and develop consensus on a preferred approach and prepare a project implementation plan.

Support for Project Transition to Metropolitan Council

After completing the EAP, responsibility for advanced and final design, implementation and operation of the Project is expected to shift to the Metropolitan Council. The PMC shall assist RCRRA and the Metropolitan Council with activities associated with the transition of the Project from RCRRA to the Metropolitan Council. These activities are expected to include:

- Identification of resource, staffing and office needs for the Project
- Transfer of documents, records and other information related to the Project from RCRRA to the Metropolitan Council
- Other duties as assigned by RCRRA

RUSH LINE BUS RAPID TRANSIT PROJECT

APPENDIX A
ENVIRONMENTAL ANALYSIS PHASE
SCOPE OF SERVICES

Issued by the
 **RAMSEY COUNTY**
Regional Railroad Authority

1. Project Information

1(a) Solicitation Description

The Ramsey County Regional Railroad Authority (RCRRA) is soliciting proposals from qualified firms to perform environmental review, preliminary engineering, station area planning, communications and public engagement for the Environmental Analysis Phase (EAP) of the Rush Line Bus Rapid Transit Project (Project). The intent of the work is to receive all necessary federal and state environmental documentation to prepare the project to enter the Project Development (PD) phase of the Federal Transit Administration (FTA) Capital Improvement Grants Program as a New Starts (New Starts) project.

1(b) Rush Line Corridor Overview

The Rush Line Corridor is a transportation corridor extending 80 miles from Hinckley to Union Depot in downtown Saint Paul, roughly following Interstates 35 and 35E and Trunk Highway (TH) 61. Previous studies of the corridor concluded that the 30-mile portion of the Rush Line Corridor extending between downtown Saint Paul and Forest Lake has the greatest potential for significant transit improvements in the near term.

A Pre-Project Development (PPD) Study, completed in 2017, led to the selection of bus rapid transit in a dedicated guideway from downtown White Bear Lake to Union Depot in downtown St. Paul as the Locally Preferred Alternative (LPA).

The primary focus of this solicitation is the LPA, which serves parts of the communities of Saint Paul, Maplewood, Vadnais Heights, Gem Lake, White Bear Township and White Bear Lake, an area entirely within Ramsey County. A conceptual plan for future bus connections north to Forest Lake and other bus system improvements was also identified in the PPD. The feasibility and conceptual design of these routes will need to be further explored by the consultant working RCRRA and Metro Transit.

1(c) Project Background

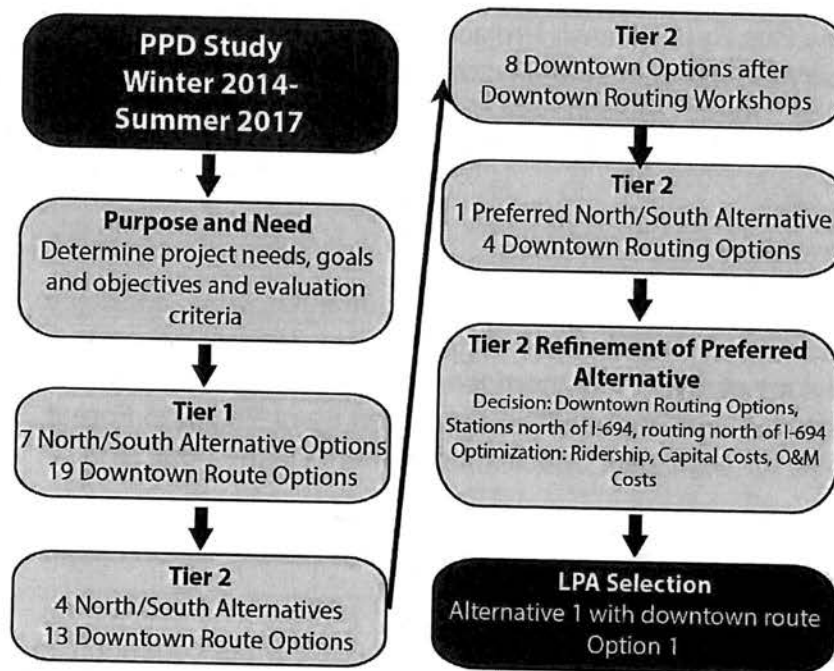
The PPD Study was a joint local and regional planning effort performed by the Rush Line Corridor Task Force and led by RCRRA.

The Project's Purpose and Need identifies six goals:

- Increase transit use.
- Develop an implementable project.
- Improve quality of life.
- Improve sustainable transportation options.
- Enhance regional connectivity.
- Support the local vision for sustainable development.

Figure 1-1 shows the steps in the Rush Line PPD process. Overall, the study started with a large universe of alternatives that was refined and reduced using the Project's evaluation criteria and by continuously measuring how well each of the alternatives met the Project's purpose and need.

Figure 1-1: Rush Line PPD Study Process



This process resulted in the identification of an LPA that meets the locally identified project purpose and need and is likely eligible for FTA New Starts funding.

Several different technical and policy committees, and, most importantly, extensive public engagement, informed the decisions for the PPD Study.

1(d) Locally Preferred Alternative Description

The LPA is defined as Bus Rapid Transit (BRT) within a primarily dedicated guideway generally along Phalen Boulevard, Ramsey County Regional Railroad Authority right-of-way alongside the Bruce Vento Regional Trail and Highway 61 connecting Union Depot in downtown Saint Paul to neighborhoods on the East Side of Saint Paul and the cities of Maplewood, Vadnais Heights, Gem Lake, White Bear Lake and White Bear Township. A map of the approved LPA map is shown in Figure 1-2.

Figure 1-2: Rush Line Locally Preferred Alternative



The LPA's alignment is approximately 14 miles long, 85%-90% of which will operate in a dedicated guideway. There are a total of 20 proposed stations, 15 of which are new, three of which are enhanced downtown stations (Kellogg Boulevard, 5th/6th Street, and 9th/10th Street) and two of which are existing stations (Union Depot and Maplewood Mall Transit Center).

Rush Line BRT service is expected to run at 10-15 minute headways from 5 a.m. – 12 a.m. Monday through Saturday and 6 a.m. – 12 a.m. on Sunday. The Project has a 2040 forecast ridership of 5,700, estimated operation and maintenance cost of \$7.8-\$8 million (2015\$) and estimated capital costs of at \$420 million (2021\$). The one-way

travel time from White Bear Lake to Maplewood Mall is estimated at 14 minutes, from Maplewood Mall to Saint Paul's central business district (CBD) is estimated at 30 minutes, and from Saint Paul's CBD to Union Depot is estimated at 6 minutes. In 2040, projections suggest that 105,700 jobs and 60,200 residents will be located in Rush Line station areas. There are currently 11,700 people living below the poverty line in the station areas.

If additional Metro Transit routes are able to utilize the guideway, the 2040 forecast ridership increases to 9,700 and capital costs increase by \$55 million to \$475 million (2021\$).

Destinations along the LPA's alignment include downtown Saint Paul and its east side neighborhoods, Maplewood Mall, approximately 17 healthcare institutions, downtown White Bear Lake, and several areas expected to host significant redevelopment activity in the coming years.

RCRRA anticipates that the Metropolitan Council will adopt the LPA into the region's long-range transportation plan, the 2040 Transportation Policy Plan (TPP). The LPA adoption process started with the Rush Line PPD Technical Advisory Committee (TAC) recommending the LPA to the Policy Advisory Committee (PAC). The PAC held a public hearing on the LPA to gain additional public input before making an LPA recommendation to the Task Force, who then adopted and recommended it to the cities, township and county regional railroad authority through which the LPA passed for their adoption. Following their own public comment processes, including public hearings, the cities and RCRRA approved resolutions of support, and the RCRRA, as the lead agency for the Rush Line PPD study, compiled the public comments and resolutions of support, and submitted them to the Metropolitan Council. The PPD Study was completed in summer 2017 and is available here:

<http://www.rushline.org/documents>

1(e) Technical Issues

RCRRA staff and local and agency partners have identified a number of technical issues to be studied in greater detail during the environmental review phase of the Project. These issues are:

1. **Use of Highway 61 for dedicated transit** – Coordination with the Minnesota Department of Transportation (MnDOT) will be required for dedicated transit use of trunk highway right-of-way on Highway 61 between Buerkle Road and downtown White Bear Lake. The consultant will be required to conduct all necessary warrant, traffic and safety analyses to obtain concurrence from MnDOT.
2. **Guideway and station placement and design** – The LPA includes the conceptual alignment and general station locations, but limited engineering work has been completed to date. The Consultant will work with Project partners to determine guideway design and specific station placement.

3. **Impacts of mixed-traffic operations** – Approximately 10-15% of Project alignment is assumed to operate in mixed traffic. These segments will require special consideration to minimize impacts to travel time and performance of the Project service.
4. **Bridges and structures** - Below is a summary of the new bridges and existing bridges that the Project will utilize:

Bridge/Roadway	New or Existing
RCRRA ROW/I-694 Bridge	New
RCRRA ROW/Highway 36 Bridge	New
Robert Street over I35E/I94	Existing
Jackson Street over Pennsylvania Avenue	Existing
Phalen Boulevard over Railroad	Existing
Phalen Boulevard over RCRRA ROW/Bruce Vento Trail	Existing
Highway 61 over Railroad	Existing

5. **Coordination with other street improvement projects** – The Consultant will identify planned street, pedestrian and bicycle improvement projects along the Project alignment and assess the need to coordinate with these projects. An example of such a project is the planned mill and overlay of Robert Street in downtown Saint Paul.
6. **Co-location of guideway and Bruce Vento Trail** – The Project guideway will be co-located with the Bruce Vento Trail through the portion of the route utilizing the RCRRA right-of-way. There is a strong desire to minimize impacts to existing native foliage where possible, and minimize impacts to adjacent residential properties.
7. **Examination of requests for alignment and station placement modifications and pedestrian enhancements.** RCRRA has received feedback from stakeholders requesting modifications to the Project alignment and station location at certain points along the alignment. These locations include, but are not limited to, Phalen & Cayuga, Phalen & Arcade, and Phalen Village. The Consultant will examine these requests and others that may arise during the environmental review process to determine their feasibility.
8. **Station area planning** – Minimal station area planning has been performed to date. There is a strong desire from RCRRA and local and agency partners to accelerate station area planning as a part of this contract to better sync up with ongoing comprehensive plan update work being done by the cities and to inform the scope of the environmental analysis and associated preliminary engineering.
9. **Use of guideway by other bus routes** – The PPD Study identified Metro Transit routes that may benefit from using the Project guideway. Additional analysis and coordination with Metro Transit will be required to determine which routes may

- ultimately use the guideway, how shared use will affect overall design and operations, and how it may affect FTA New Starts Program competitiveness.
10. **Park-and-ride sizing and locations** – New park-and-ride locations for the Project have been identified at Highway 36 and in the vicinity of downtown White Bear Lake. Additional capacity may be needed at the existing Maplewood Mall Transit Center to accommodate demand and Vadnais Heights has expressed interest in pursuing a park-and-ride facility at the County Road E station.
 11. **Connecting bus service** – The PPD Study identified a conceptual plan for connecting bus service from White Bear Lake to Forest Lake and other bus service improvements. The feasibility and design of these conceptual routes will need to be further explored by the Consultant working with RCRRA and Metro Transit.
 12. **Use of railroad right-of-way** – a short segment of the route from I-694 to Buerkle Road is located within railroad right-of-way owned by BNSF Railway and operated by Minnesota Commercial. Coordination with the railroad owner and operator will be necessary to determine a preferred design, cost estimate and determine the process and agreements need to facilitate use of the right-of-way for the Project.

In addition to the technical issues identified above, the Consultant shall be prepared to address other technical issues that may arise during the environmental review phase of the Project.

1(f) Budget and Schedule

Local funding is available to support the work tasks described in this document. The RCRRA intends for the work to be complete within twenty-four (24) months from the issuance of a notice to proceed.

2. Scope of Services

2(a) General

The following section outlines key work tasks, responsibilities and deliverables to be included in the Project.

The Project contract will be administered by RCRRA. The consultant will report to the RCRRA Project Manager and coordinate with Project committees and groups as needed.

2(b) Key Work Task Elements

To complete the environmental review process and prepare the Project to enter the Project Development phase of New Starts and be competitive for federal funding, the Project includes the following tasks:

1. Review of Previous and Work in Progress Initiatives
2. Project Management and Coordination
3. Communication and Public Engagement
4. Project Visualization
5. Environmental Review
6. Preliminary Engineering
7. Topographical Mapping and Survey
8. Station Area Planning
9. RCRRA Right of Way Master Plan
10. Bus Network Service Planning
11. Capital and Operating Cost Estimate
12. FTA New Starts Evaluation and Project Development (PD) Application

2(b) 1: Review of Previous and Work in Progress Initiatives

Within 60 days of issuance of a notice to proceed, a compilation, summary, and analysis of relevant previous and work in-progress initiatives shall be completed. RCRRA staff may assist in the collection of these studies for distribution to the selected consultant as needed. Previous and work in-progress transportation planning initiatives related to the corridor include, but are not limited to, the following

- Rush Line Transit Study (2001)
- Rush Line Corridor Alternatives Analysis (2009)
- Rush Line Corridor Pre-Project Development Study (2017)
- Relevant City and County Small Area Plans, Comprehensive Plans and Capital Improvement Plans
- Relevant State and Regional Plans

The Consultant should also review and understand the Ramsey County All Abilities Transportation Network Policy.

The Consultant is responsible for understanding and incorporating the previously completed studies to avoid duplication and effectively utilize Project resources. Past plans and studies should not only be viewed as a source of technical information, but also as a record of community input.

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

CONSULTANT DELIVERABLES:

Technical memorandum summarizing relevant materials provided, highlighting key information relevant to the development of the Project and identifying key challenges and synergistic opportunities.

2(b) 2: Project Management and Coordination

RCRRA is the lead agency for the environmental review phase of the Project and will provide overall management and oversight of the work of the Consultant. The RCRRA expects to hire a Program Management Consultant (PMC) through a separate contract to assist RCRRA in the management and oversight of the Project.

The RCRRA Project Manager will be consulted with and will give approval prior to the Consultant performing study tasks. The Consultant will be responsible for close coordination with the RCRRA Project Manager and any other designated RCRRA staff and/or the PMC.

The Consultant will be expected to facilitate meetings with the groups described below.

Project Management Team (PMT)

The PMT, which is expected to meet twice a month, will be the first group of staff engaged to guide the study and facilitate small working group coordination. The Consultant will utilize the PMT to identify potentially contentious study issues prior to forming working groups or bringing the issues to the Technical Advisory Committee. The PMT will include the RCRRA Project Manager and other staff from Ramsey County, the Metropolitan Council/Metro Transit, and MnDOT.

Policy Advisory Committee (PAC)

The Policy Advisory Committee (PAC) consists of elected officials from Ramsey County, the municipalities of Saint Paul, Maplewood, Gem Lake, Vadnais Heights and White Bear Lake and White Bear Township, and key partner agency representatives and organizations including the Metropolitan Council/Metro Transit and the Minnesota Department of Transportation. Others may be invited to be a part of the PAC at the discretion of RCRRA. The PAC provides policy input, direction and approval of study work efforts and makes final recommendations to the RCRRA Board. It is anticipated that the PAC will meet every other month for the duration of the Project.

Technical Advisory Committee (TAC)

The TAC consists of technical staff (engineers and planners) from multiple agencies and corridor communities within the Project area. Key responsibilities of the TAC include providing technical input, reviewing study findings, and providing recommendations to the PAC. It is anticipated that the TAC will meet monthly for the duration of the Project.

Business and Community Advisory Committee (BCAC)

Attachment A

The Consultant will work with RCRRA Project Manager and the PMT to assemble the necessary structure to regularly engage with businesses and community groups with an interest in the Rush Line BRT Project as part of the overall communication and public engagement plan (described in 2(b) 3). This could take the form of one combined committee or separate business and community advisory committees. It is anticipated that the advisory committee(s) will meet every other month for the duration of the Project. Supplemental working groups or sub-committees may also be formed to address specific issues. Possible group members include commuters, cultural organizations, district council representatives, small and large businesses and institutions, and Project area residents representing diverse backgrounds reflective of the broader Project area.

Rush Line Corridor Task Force

The Rush Line Corridor Task Force (Task Force) is a joint powers board of city, county and township elected officials who plan transit improvements that enhance mobility, promote economic development and preserve community and environmental assets within the broader 80-mile Rush Line Corridor between Saint Paul and Hinckley. It is expected that the Task Force will receive Project updates from the Consultant team on a quarterly basis and will be solicited for input at key milestones.

FTA Coordination

The FTA will be engaged early in the Project and will ultimately be involved in the review and approval process of the environmental review document for the Project, and the request to enter Project Development.

Railroad Coordination

A short segment of the route from I-694 to Buerkle Road is located within railroad right-of-way owned by BNSF Railway and operated by Minnesota Commercial. Coordination with the railroad owner and operator will be necessary to determine a preferred design, cost estimate and the process and agreements needed to facilitate use of the right-of-way for the Project.

Other Agency Coordination and Additional Work Groups

Agency coordination is needed with MnDOT, the State Historic Preservation Office (SHPO) and the Metropolitan Council/Metro Transit. Other federal, state and local agencies may need to be coordinated with as well.

While the RCRRA retains responsibility for overall coordination and contact with its partner agencies, including but not limited to jurisdictions, local interest groups, transit providers, etc., we recognize that the Consultant will require information from these agencies to properly complete tasks in this scope of services. All coordination with the partnering agencies, requests for information from the agencies and contact with the agencies will be done with the full knowledge and active participation of the RCRRA.

Additionally, the Consultant and RCRRA may form additional working groups and/or design charrettes to address specific issues along the Project alignment. These groups will be developed and meet as needed until the issue is resolved. The Consultant will facilitate these groups as well as assist with their formation.

Quality Management Plan

To ensure that the Project is properly managed, the Consultant will prepare a quality management plan that accommodates activities of this proposal including engineering, modeling, financial planning and environmental documentation. Documentation will be provided in original software format (i.e. Microsoft Word, Excel, etc.) for future use by responsible agencies as well as in web compatible formats for access by the public as needed.

The quality plan should provide a process by which key stakeholder group review, consensus and/or approval activities are tracked and documented. Elements accounted for in this plan should include the Consultant internal review process of key deliverables as well as the review process for key stakeholder groups. Key stakeholder group include RCRRA, MnDOT, Metropolitan Council/Metro Transit, BNSF Railway and Minnesota Commercial and local municipalities.

The quality plan will include a formal framework by which technical documentation and engineering plans are properly reviewed to ensure that appropriate methodologies and standards are applied and the results of technical work are of the type and quality needed for their intended use.

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

CONSULTANT DELIVERABLES:

- Preparation of agendas, meeting packets, meeting summaries and other administrative documents related to meetings of the PMT, PAC, TAC, business and communities advisory committee(s), Task Force and other groups involved in project management.
- Quality Management Plan in original software (Microsoft Word, Excel, etc.) that addresses quality assurance/control of deliverables including modeling results, engineering plans and technical documents, document control/archiving, progress reports, tracking of milestones and deliverables, and the input cycle of stakeholders as well as how the study schedule will be maintained.

2(b) 3: Communication and Public Engagement

Engagement Approach

The approach to public engagement for the Project is embedded in Ramsey County's goal to "cultivate economic prosperity and invest in neighborhoods with concentrated financial poverty through proactive leadership and inclusive initiatives that engage all communities in decisions about our future."

Successful public engagement requires building trust, understanding and a foundation for consent. This requires a process that is characterized by technical competence, honesty, integrity and good listening. These principles will create the framework within which public engagement will continue to occur for the Rush Line BRT Project. For successful outcomes, this approach requires:

- Early and continuous participation of stakeholders.
- Reasonable availability of technical and other project information.
- Collaborative input on the preliminary engineering, station area planning and environmental review processes.
- Open access to the decision-making process.
- Proactive efforts to inform the public and engage them in the process, including those groups that are often underrepresented in design processes, namely people of color, immigrants, young people, renters, people with any disability, low-income residents, and people with limited English proficiency.

Development of Communication and Public Engagement Plan

The Consultant will collaborate with the RCRRA Project Manager, the RCRRA Communications Manager and the strategic communications consultant for the Project to prepare a Communication and Public Engagement Plan (CPEP) to ensure that engagement goals and principles identified above are met. RCRRA encourages creative and innovative approaches to communication and public engagement that employ both in-person and online engagement techniques. The Consultant shall identify and engage with key stakeholder groups to prepare the CPEP.

The CPEP developed by the Consultant with input from RCRRA should:

- Define the communication and public engagement goals for the Project.
- Identify communication and engagement techniques and frequency of communication and engagement. These techniques may include: open houses, popup meetings, listening sessions, attendance at community events, print materials, e-newsletters, social media, neighborhood meetings, business roundtables, and web-based engagement, such as surveys and interactive maps.
- Generate graphic, photo and video content to visually support written messages, including existing photographs; new, professional-quality images; and potentially drone imagery.
- Identify methods for Project partners to assist with building awareness of project and engagement opportunities, such as through the BCAC and other stakeholder group meetings.
- Establish methods to ensure documentation of community input and project team response throughout the process.
- Identify languages spoken within the project area and define how people with limited English proficiency will be actively engaged.

- Include a media strategy targeting radio, television, online and print media outlets, developed in consultation with RCRRA's strategic communications consultant.
- Follow brand standards for the project and Ramsey County.

The CPEP shall include a plan for meaningful engagement with multi-cultural communities and other groups that are traditionally underrepresented in design processes.

Consultant teams demonstrating cultural competency with Latino, Hmong, Karen and Somali culture and language are preferred. To obtain this cultural competency, the Consultant may consider partnering with local organizations connected to the Project area's multi-cultural communities.

Social Media, Web Page Support and Web-Based Engagement

The Consultant team will work with RCRRA's Project Manager, Communications Manager and strategic communications Consultant to use and build upon County online newsletter delivery tools and Rush Line social media accounts (Facebook and Twitter), and the forthcoming Rush Line page within Ramsey County's website, to communicate with the public and generate public input and support for the project. The Consultant will provide a social media plan and calendar. The plan will identify partners for promotion of social media content. The Consultant will provide content and digital images and RCRRA will post.

The Consultant will prepare content that will be web-ready, ADA compliant and written in AP style with plain language. Digital images including maps and photos shall be provided in either original format or in size and resolution requested by RCRRA.

The Consultant will develop a plan and calendar for other web-based engagement. This type of engagement may include online newsletters, interactive maps, online surveys and other online feedback loops. The Consultant will develop content and provide digital images as described above for use in web-based engagement.

The Consultant should look for and take advantage of opportunities to use digital media to proactively share the stories and input of those that will be affected by the Project obtained through Project engagement activities.

Fulfillment of NEPA/MEPA Public Engagement Requirements

The Consultant should anticipate needs for meetings and public hearings required as part of the National Environmental Policy Act (NEPA) and the Minnesota Environmental Policy Act (MEPA) associated with the selected environmental class of action. The Consultant will provide comment/response documentation in the final environmental review document. A summary of the public involvement process will also be provided in the final environmental review document.

CONSULTANT DELIVERABLES:

- Communication and Public Engagement Plan.
- Securing meeting facilities for all community meetings and other in-person engagement activities that require space to be reserved.
- Stakeholder distribution list(s).
- Digital imagery.
- Social media calendar.
- Content for all electronic and print materials.
- Graphic design for electronic and print materials.
- Adherence to brand.
- Meeting preparation including agendas, information packets, presentation exhibits, electronic presentations (e.g. PowerPoint) and meeting summaries for all public meetings.
- Support materials for open house and community meetings including but not limited to presentation and display materials, take home materials and way-finding signage.
- Promoting attendance at community meeting and open houses by securing advertisements through radio, television, print and online media outlets in consultant with RCRRA's strategic communication consultant.
- Attendance at open houses and select community meetings.
- Website content development (AP style, plain language, no formatting)
- On-going website content review and updating.
- Spreadsheet tracking public comments, project team responses, and how the comment influenced study decision-making.
- Arrange for translation services and provide translation of materials from English to Spanish, Somali, Karen and Hmong languages, as appropriate.
- Arrange for interpreters to be present at community meetings if there is a specific request made or need for these services identified.
- Hold public meetings in compliance with the requirements of the National Environmental Policy Act (NEPA) and the Minnesota Environmental Policy Act (MEPA) in consultation with the Minnesota Department of Transportation (MnDOT) Cultural Resources Unit (CRU)
- Materials ADA compliant and accessible to persons of all abilities.

2(b) 4: Project Visualization

Visual representations of the Project are an important tool to support communication and engagement activities and to help stakeholders evaluate design options. The Consultant should prepare visualizations of the alignment that can be understood by a range of community members, technical staff and policy makers in order to aid in the decision making process. Visualizations should include 3D renderings of multiple points along the alignment.

3D Rendering

The Consultant will prepare 3D before and after renderings of the guideway and stations at key locations along the alignment to help the public and project stakeholders see what the project could look like and assist in the selection of a preferred design.

Animation

The Consultant will use visualization to show the overall alignment and the guideway and stations at key locations along the alignment.

Video Preparation

The Consultant will prepare a video or series of short videos to help the public and key stakeholders better understand the project and the environmental review process. 3D renderings and animation should be incorporated into the videos where applicable.

Other

The Consultant should propose other innovative ways in which visualization and video to aid in communications, public engagement, station area planning, environmental reviews and the decision making process. Any video content should be easily accessible, available on the Rush Line webpage and social media platforms, and viewable on mobile devices.

CONSULTANT DELIVERABLES:

- 3D Before and After Renderings
- Corridor Animation
- Video Production

2(b) 5: Environmental Review

The Consultant, in consultation with RCRRA, the PMC and project stakeholders, will undertake the preparation of the appropriate level of environmental documentation in order to comply with the National Environmental Policy Act (NEPA), the Minnesota Environmental Policy Act (MEPA) and Federal Transit Administration (FTA) environmental requirements. It is expected that the appropriate level of environmental assessment for the Project is an Environmental Assessment (EA), but the Consultant should be prepared to complete a Documented Categorical Exclusion (DCE) or a Draft Environmental Impact Statement (DEIS). RCRRA has submitted a NEPA Class of Action Question to the FTA and expects a determination before the contract is awarded.

Preparation of the Preliminary Draft Environmental Assessment

Assuming the Class of Action is an EA, the Consultant will complete the following work to satisfy requirements of an EA to achieve a Finding of No Significant Impact (FONSI):

1. NEPA Baseline Conditions – The Consultant shall establish the base year conditions and identify data requirements for NEPA baseline analysis. Such data may include, but is not limited to:

- Transit information.
- Non-motorized transportation facilities.
- Appropriate local and regional plans consisting of transportation plans and programs and land use master plans involving the Project area.
- Base year travel demand.
- Census data on demographics.
- Relevant GIS data from local and state agencies.
- Other required data on natural, cultural, historical and environmental resources.

2. Analysis of Social and Economic Impacts – The Consultant shall assess potential community impacts and property acquisition needs described as follows:

a. Community Impacts - The Consultant shall conduct an in-depth analysis of the socio-economic characteristics of employees and residents in the Project area and identify low income households and minority populations who would be most vulnerable to potential adverse changes (Environmental Justice). In addition to the socio-economic data reviewed, analysis will occur to determine potential impacts and benefits to community facilities, such as libraries, hospitals, schools, etc. that may exist along the alignment. A qualitative assessment of "community fit" of the proposed action on adjacent communities will also be undertaken. The potential for the proposed action to disrupt the community will also be evaluated.

b. Property Acquisition – The Consultant shall analyze any potential displacements associated with property acquisition in connection with the transit alignment, stops, or facilities.

3. Analysis of Environmental Effects – The Consultant shall conduct an analysis of environmental effects, which will highlight issues of concern in the Project area, including but not limited to those listed below. The Consultant shall incorporate and evaluate additional issues identified during NEPA scoping.

a. Cultural and Historic Resources (Section 106) – MnDOT's Cultural Resources Unit (CRU) is the anticipated delegated agent for FTA for the completion of the Section 106 review. It is anticipated that a project-level Section 106 programmatic agreement between FTA and MnSHPO will be created, and shall be included in the NEPA document. The Consultant shall incorporate any of MnDOT CRU's findings of effects to any identified historic properties (i.e., properties listed in or eligible for the National Register) into the NEPA document.

b. Parks and Wildlife Refuges - The Consultant shall coordinate with local jurisdictions and state departments managing natural resources to assess potential impacts and develop mitigation plans, should such impacts exist. The

Consultant shall conduct a Section 4(f) evaluation and prepare documentation, if appropriate.

c. Threatened and Endangered Species - The Consultant shall consult with the U.S. Fish and Wildlife Service (USFWS) about the presence of threatened or endangered species or habitats in the Project area.

d. Water Resources (surface waters, wetlands, floodplains, and water quality) - The Consultant shall identify wetlands, floodplains, and waters that will be impacted by the project. The Consultant shall assess impacts on water quality. Coordination with the U.S. Army Corps of Engineers will be undertaken to identify and assess potential effects on these resources.

e. Hazardous Materials - The Consultant shall analyze the potential effects on hazardous materials sites within one quarter (¼) mile of the studied alignment.

f. Air Quality - The Consultant shall obtain air quality data and identify whether the Project area is in attainment/non-attainment with the National Ambient Air Quality Standards. The Consultant shall compare air quality conditions in the base year with conditions in the full-build year. A determination of conformity will be made.

g. Noise and Vibration - The Consultant shall conduct an FTA General Assessment for both noise and vibration in the Project area.

h. Visual and Aesthetics - The Consultant shall conduct an assessment of potential visual and aesthetic effects of the alternatives.

i. Cumulative Impacts - In coordination with other Project area plans and projects, the Consultant shall evaluate cumulative impacts.

4. Analysis of Transportation Effects - The Consultant will document the Project's effects on roadways and operating conditions that addresses:

- Traffic conditions for existing, base year and 2040,
- Impacts to existing and planned pedestrian and bicycle movements and facilities,
- Impacts to freight rail,
- Impacts to transit operations, ridership and facilities, and
- Potential modifications to traffic operations and roadway geometry to improve future traffic conditions and pedestrian access.

The draft environment assessment shall include the following chapters and appendices:

- Chapter 1 Purpose and Need
- Chapter 2 Alternatives
- Chapter 3 Transportation Analysis
- Chapter 4 Community and Social Analysis
- Chapter 5 Physical and Environmental Analysis
- Chapter 6 Cultural and Historical Resources Analysis (described in greater detail

below)

- Chapter 7 Indirect Effects and Cumulative Effects
- Chapter 8 Environmental Justice
- Chapter 9 Section 4(f) and Section 6(f) Resources
- Chapter 10 Consultation and Coordination
- Chapter 11 Financial Considerations
- Appendix A List of Advisory Committee Members and Recipients
- Appendix B List of Preparers
- Appendix C List of Technical Reports
- Appendix D Coordination and Correspondence
- Appendix E Supplemental Materials
- Appendix F Preliminary Engineering Drawings
- Appendix G Environmental Assessment Worksheet

Historic Property Identification and Evaluation (Cultural and Historic Resources Section 106)

The objective of this task is to complete the required Phase I and II survey and evaluation work to provide recommendation on if historic properties are present in the projects' area of potential effect (APE) as defined by MnDOT CRU on behalf of FTA. A historic property is any property (building, structure, object, site or district) that is eligible for or formally listed on the National Register of Historic Places.

All proposed and completed work shall be consistent with the Secretary of the Interior's Standards and Guidelines for Identification and Evaluation, MnDOT CRU Project Requirements, and the survey guidelines of the Minnesota State Historic Preservation Office (MnSHPO). It is anticipated that a project-level Section 106 programmatic agreement will be created. The consultant shall follow any of the requirements as outlined in that document. Should private property access be required, RCRRA, with the Consultant's assistance, will be responsible for securing the necessary agreements.

1. Literature Search and Background research: Conduct a review of known historic properties at MnSHPO; and all identified potential resources in the MnSHPO files, the Office of the State Archaeologist (OSA) and the Minnesota Indian Affairs Council (MIAC). Also, conduct a literature search to identify any potential locations for historic archaeological sites, potential standing structure property types, linear corridor resources, and historic context for the area. MnDOT CRU shall prepare MnModel maps for the consultant to show areas of high, medium and low potential for pre-contact era sites. The consultant shall summarize the results of the literature search in a report within 30 days of notice to proceed and submit to MnDOT CRU. MnDOT CRU and the consultant shall meet to discuss the results. MnDOT CRU will then direct the consultant on the level of effort for the Phase I Identification surveys for both archaeology and standing structures.

2. Archaeological Survey: An intensive Phase I Archaeological Survey will be completed by the consultant within the Project APE as defined by MnDOT CRU. The consultant team must include an archaeological Principal Investigator who meets the Secretary of the Interior's (SOI) Standards and can obtain a license from the Minnesota State Archaeologist.

All standard archaeological testing methods will be employed, as detailed in MnDOT CRU's consultant guidelines and MnSHPO's survey guidelines. The methodology and identification of the areas requiring testing will be developed by the Consultant and approved by MnDOT CRU.

A preliminary Phase I results report will be submitted to MnDOT CRU no later than June 30, 2018, and the Consultant and MnDOT CRU shall meet to discuss the results of the Phase I survey. MnDOT CRU will determine which properties shall go to a Phase II evaluation, and the consultant and MnDOT CRU shall meet to develop appropriate methodology.

A draft report meeting all the standards, requirements, and guidelines listed at the beginning of this section will be submitted to MnDOT CRU, and will include all Phase I and Phase II archaeological properties, with recommendations on if they are eligible for the National Register or not.

MnDOT CRU shall submit the report to MnSHPO for review and comments. The Consultant will incorporate any of MnDOT CRU's and MnSHPO's comments into the final report, based on the direction from MnDOT CRU. MnDOT CRU shall make all final determinations of eligibility and shall conduct all direct consultation and communication with MnSHPO on behalf of FTA.

3. Standing Structures Survey: A Phase I Architectural History Survey will be completed within the Project APE as defined by MnDOT CRU. The consultant team must include an architectural history Principal Investigator who meets the SOI's Standards for history and/or architectural history. All standard survey methods will be employed, as detailed in MnDOT CRU's consultant guidelines and MnSHPO's survey guidelines. The methodology will be developed by the Consultant and approved by MnDOT CRU. All properties 40 years old and older will be surveyed.

A preliminary results report will be submitted to MnDOT CRU, and the Consultant and MnDOT CRU shall meet to discuss the results of the Phase I survey. MnDOT CRU will determine which properties shall go to a Phase II evaluation.

A draft report meeting all the standards, requirements, and guidelines listed at the beginning of this section will be submitted to MnDOT CRU and will include all Phase I and Phase II properties with recommendations on if they are eligible for the National Register or not. MnDOT CRU shall submit the report to MnSHPO for their review and comments. The Consultant will incorporate any of MnDOT CRU

and MnSHPO comments into the final report, based on the direction from MnDOT CRU. MnDOT CRU shall make all final determinations of eligibility, and shall conduct all direct consultation and communication with MnSHPO on behalf of FTA.

4. Ongoing Project Management and Consultation: As FTA's delegated agent, MnDOT CRU shall conduct all communications with FTA and MnSHPO for the Section 106 review. The Consultant should assume a total of six project team meetings/field visits over the course of the project. The project team is presumed to include a representative from RCRRRA and the MnDOT Cultural Resources Unit. The Consultant should assume a total of six additional meetings, which may include various other stakeholders, including FTA, MnSHPO, Metropolitan Council, consulting parties, and others.

CONSULTANT DELIVERABLES:

- Preliminary Literature Search Report
- Archaeological Survey and Evaluation Report and Standing Structures Survey and Evaluation Report.
- Office of the State Archaeologist (OSA) site forms for all identified archaeological properties, and MnSHPO inventory forms for all standing structures.
- GIS data meeting MnDOT CRU requirements
- Deliverables in this section shall be submitted within nine months of the Notice-to-Proceed.

Environmental Site Assessment (ESA) Phases I and II

The objective of this task is to complete the Phase I Environmental Site Assessment work and coordinate relevant activities.

The Consultant will be responsible for the following:

1. Review existing environmental documentation on the Project.
2. The Consultant's paper search will include, but not be limited to, regulatory agency files including, but not limited to: Minnesota Pollution Control Agency (MPCA) spill sites, Underground Storage Tank (UST) sites, above ground storage tank (AST) sites, UST and AST Leak sites, Voluntary Investigation and Cleanup Program (VIC) sites, Minnesota Department of Agriculture (MDA) Voluntary Investigation and Cleanup (AgVIC) sites, Resource Conservation and Recovery Act (RCRA) sites, Minnesota Environmental Response and Liability Act (MERLA) sites and Superfund sites), Sanborn fire insurance maps, city and

county files, Minnesota Geological Survey (MGS) files, County Well Index (CWI) files, and historic maps and air photos.

3. Consultant's interviews will include, but not be limited to: city and county staff, neighbors/tenants (past and present)/owners (past and present) of properties within the Project area.
4. The Consultant will complete a reconnaissance of the Project area which will include, at minimum, a drive-by review, with a walk-by review completed where needed for detailed site inspection, and an on-site review completed where feasible (i.e. at public-access properties such as retail businesses).
5. If the Phase I identifies any reported contamination sites (Leaking Underground Storage Tank (LUST) sites within a 500-foot buffer of the LPA, VIC sites, RCRA or MERLA sites) for which there exists an MPCA/MDA project file, Consultant will inform RCRRA's Project Manager. Consultant and RCRRA's Project Manager will determine which MPCA/MDA files should be reviewed to obtain more detailed information about the magnitude and extent of contamination at each site, and the status of the site, for inclusion in the Phase I report. To complete this task, the Consultant may find the MPCA's online "What's in my Neighborhood?" mapping tool useful.
6. The Consultant will rank/classify all identified sites within the project area described above as having high, medium or low potential for contamination, and will document how and why the types of sites identified in the project area are given these rankings/classifications. Each site will be ranked based solely on the site's potential for contamination, and not on the site's location with respect to the proposed BRT construction limits. High potential for contamination sites include all active and inactive VIC and MERLA sites, all active and inactive dump sites, and all active LUST sites. Medium potential for contamination sites include all closed LUST sites, all sites with underground storage tanks (USTs) or above-ground storage tanks (ASTs), and all sites with vehicle repair activities. All low potential for contamination sites will include hazardous waste generators and possibly some farmsteads and residences. Consultant will obtain approval from RCRRA Project Manager for ranking of any types of sites not included in this summary.

CONSULTANT DELIVERABLES:

- Prepare and submit monthly project status reports. Reports shall be included with the monthly payment request for the duration of the contract. Reports shall cover, as a minimum:
 - Significant problems/constraints affecting progress.
 - General outlook for progress of project.

Attachment A

- Need for special instructions or assistance from RCRRA, Metropolitan Council or other organizations.
- Submit a draft and final report which lists all known or potential contaminated properties on or adjacent to the Project LPA. The final report shall be submitted within two weeks of receiving comments on the draft report. The final report shall be signed by an Environmental Professional (EP) and at a minimum include:
 - Executive summary of the results of the Phase I.
 - A declaration that the assessment was conducted in accordance with the most current industry standards.
 - A declaration that the preparer of the report meets the definition of an EP.
 - A declaration that the Phase I ESA is being completed on behalf of RCRRA and the Minnesota Department of Transportation (MnDOT).
 - Summary of all project preparation and data collection activities undertaken by Consultant to complete the Phase I.
 - The rank/classification of the properties (high, medium, low potential for contamination).
 - The reason each property is known or suspected to be contaminated.
 - A summary of all project preparation and data collection activities undertaken by the Consultant to complete the Phase I work.
 - A detailed one-page summary for each property that provides location information, reasons for the ranking, potential for additional appropriate investigation, current use, historic information and regulatory information available for the property and a summary of regulatory file information available for the property.
 - Cross reference of site descriptions to the site locations identified on figures.
 - Pertinent information from the regulatory file review (figures showing boring and well locations and magnitude and extent of contamination, boring and well logs, headspace data, analytical data tables, regulatory correspondence/closure letters), shall be cross referenced to the site numbers. Due to the potential number of pages of MPCA file review information this information may be saved to a CD.
 - Figures showing the exact location of each known or potentially contaminated property identified in the project area. The figures will

be no larger than 11x17. Each figure will contain an inset summary table describing the sites on the figure. Each figure will contain an inset index map showing where the area of the figure is located within the project limits. The figures will be cross-referenced to the site descriptions.

- Comments on data gaps that affect ability to identify recognized environmental conditions (REC). Including identification of sources used to address data gaps.
- Supporting documentation and qualifications of EP and qualifications of the personnel conducting the site reconnaissance and interviews if not conducted by EP.
- A references section.
- EP statement as required by Federal Rules and Regulations 40 CFR 312.21(d).

The final Phase I Environmental Site Assessment report should be submitted within nine months of the Notice-to-Proceed. If the Phase I ESA work concludes that any Phase II ESA work needs to be performed, the Consultant will complete this work and provide it to RCRRA and the PMC as it becomes available.

Circulation/Coordination of Preliminary Draft Environmental Assessment

The Consultant will circulate the preliminary draft EA to pertinent agencies and incorporate submitted comments into the preliminary draft. Once the local agencies have reviewed the document, the Consultant will coordinate FTA's review and incorporate comments. It should be assumed that FTA will perform a chapter by chapter review and have two rounds of technical review and two rounds of legal reviews. The Consultant will be responsible for tracking and incorporating all comments.

Coordination of Public Comment for Environmental Assessment

The Consultant will distribute the draft EA to the public for a minimum of 30 days (45 days for 4[f] issues), in compliance with federal law. Following the public comment period, the consultant will prepare a memorandum identifying the comments that must be addressed and the level of detail of the required analysis. A tracking document with responses to all comments is required. This work will provide the procedural support necessary to complete the federal and state environmental process necessary to obtain a Finding of No Significant Impact (FONSI).

As identified in the Community and Public Engagement Task, the Consultant team will be responsible for planning and participating in any public meetings required to obtain public comments as a part of the federal or state process to obtain public comments.

Secure FONSI and MEPA Finding of Facts and Conclusions

The expected outcome of the EA is a FONSI. If this is the outcome, the Consultant will be responsible for preparing the FONSI document. The Consultant will prepare a FONSI that:

- Recommends an alternative for implementation.
- Summarizes all environmental impacts with the project including a statement of findings on all relevant impact categories.
- Summarizes the results of agency and public coordination and documents the results of the public meeting and public hearings.
- Summarizes the comments to mitigation measures intended to reduce impacts to acceptable levels (if any).

The completed FONSI will be attached to the final EA and submitted with a cover letter to FTA for approval and signature. After the FONSI submission, the Consultant will work with RCRRA, the Metropolitan Council and FTA to finalize all work and documentation.

To comply with MEPA, the Consultant will prepare a Findings of Facts and Conclusions document.

2(b) 6 Preliminary Engineering

Preliminary engineering reaching an approximately 15% level of design will be undertaken to support the environmental review process. Certain points along the Rush Line BRT alignment may require a level of design greater than 15% due to particularly challenging technical issues or a desire for an advanced design in order to address the concerns of local project partners.

These activities are to be consistent with acceptable engineering and design practices and will be completed using the required levels of quality, knowledge, and diligence in providing the professional services required to produce the deliverables.

The Consultant shall bring the necessary design expertise to the project team to support RCRRA in identifying public input opportunities and in engaging stakeholders to solicit design ideas for Project stations, streetscape, co-location with the Bruce Vento Trail and other design elements. These ideas will be incorporated into Preliminary Engineering (PE) design development (for example, for station design and architectural features).

The process of design is a progressive refinement and detailing of the evolving designs and their representation in a format that can be used in contract documents. The fundamental objectives of the PE program are to:

- Seek stakeholder local approval on PE plans of the project;
- Develop the design sufficiently to support environmental documentation for the EA; and
- Complete and provide at least 15% PE plans and specifications.

CONSULTANT DELIVERABLES:

Specifically, the PE effort will:

1. Establish procedures and criteria for the production of technical analysis reports, designs, drawings, specifications, and other planning and design goals established by RCRRA and the PMC.
2. Develop baseline mapping for existing right-of-way of the Project corridor indicating all elements such as cross streets, intersections, setbacks, easements, fire hydrants, utilities, bus shelters and other amenities, light poles (and guy wires), sign poles, signal poles, inlet boxes, sidewalks, crosswalks, curb cuts, develop relocation plans as necessary for the above and for utility relocation and protection (as necessary) (including required property rights) to clear the bus lanes and stations for construction, and identify new utility services necessary to provide electrical and communication services to the Project stations, transitway and traffic signals.
3. Establish the basis of design that governs the development of specific designs of facilities and systems by defining, adopting or developing current conditions of the proposed site of the Project facilities
4. Provide preliminary designs and documentation requirements that form the basis for the environmental documentation.
5. Coordinate periodic and special reviews of planning and preliminary design tasks and documentation.
6. Refine the conceptual design by defining the initial design assumptions and identifying unknown parameters.
7. Provide design quality assurance procedures that ensure coordination, interface, and consistency between the design components.
8. Ensure effective interface between design development and affected neighborhoods, agencies, organizations, and interest groups.
9. In addition to assisting soliciting stakeholder and community input for design ideas for the Project stations (such as architectural and streetscape features) and implementing those ideas in the PE design, the Consultant will develop and facilitate a design meeting with each City along the corridor. This approach can be tailored to have more than one city meet at the same time to facilitate the design near city boundaries. The Consultant will be responsible for preparing materials and a staffing plan, and documenting the proceedings and outcomes.
10. Support preliminary design decisions with surveys and investigations, identification of above and below ground utilities and other analyses, evaluations, and studies as required.
11. Ensure that designs conform to Minnesota Pollution Control Agency (MPCA) and the United States Army Corp of Engineers (USACE) requirements for addressing storm water and surface water management, including necessary wetland mitigation.
12. Provide support for seeking approval of the preliminary design plans including

support for public hearings and approvals by the local agencies (Cities of St. Paul, Maplewood, Gem Lake, Vadnais Heights, White Bear Lake, White Bear Township, and Ramsey County). Local approval is not required of BRT projects but the Consultant will help the project team design a process that is similar to that of the statutorily defined local approval process for Light Rail Transit projects and to help the project partners determine the optimal timing for local approvals. For example, whether it should occur during the environmental phase at 15% engineering or during the subsequent PD phase once the design has progressed closer to 30% engineering.

13. Analyze existing and future pedestrian and trail systems along the corridor, incorporate pedestrian and bicycle connections into the design, and consider safety aspects (i.e., fencing) that may need to be added in various sections of the corridor for pedestrians and bicycles. Also consider impacts to adjacent commercial, institutional and residential properties in design.
14. Apply current Interstate, Trunk Highway, County State Aid Highway, Municipal State Aid Street and local street standards where the project impacts roadways along the alignment Apply AREMA and other railroad standards where the project impacts railways and coordinate design reviews with host railroads. The Consultant, in cooperation with the RCRRA and the PMC, will coordinate design reviews for all planned bridges and reviews of any studies on existing bridges with MnDOT's Bridge Office and with FHWA if applicable. The Consultant will also coordinate design review for impacts to local jurisdiction (city, county, or MnDOT) roadways.
15. Conduct and update as required, cost estimates and Basis of Estimate reports on all elements of the project. Each cost estimate shall include a Basis of Estimate report which outlines the drawings and/or specifications used in developing the quantities, other assumptions made, particularly those related to third party input, any other sources of input received, the major uncertainties identified, the schedule and timing assumptions made, and how all allowances contained in the guidelines have been incorporated.
16. The Consultant will be required to assist the RCRRA and the PMC in the MnDOT layout approval process in areas impacting the Trunk Highway system.
17. Where determined appropriate for buildings or facilities, those buildings or facilities shall be in conformance with the State of Minnesota B3 Guidelines for meeting sustainability goals.

Oversight Responsibility

RCRRA, using the technical expertise of the Consultant and PMC, is responsible for the management and oversight of all PE activities carried out by any Investigators/Designers. Unless a specific area of professional services/design expertise is identified in the Plan of Work that the RCRRA determines would be advantageous for a separate professional services/design contract, the Consultant shall perform all PE professional services/design activities listed above. This will include surveys and investigations, studies, preliminary engineering for facilities and systems, and the preparation of Preliminary Design plans and 15% PE plans and specifications.

In the event that the RCRRA determines that it would be advantageous for a separate professional services/design contract to be awarded, the Consultant shall assist RCRRA in developing the contract requirements.

Design Criteria

The Consultant shall prepare a manual, Rush Line Bus Rapid Transit Design Criteria, to establish design criteria to be used for the various design elements. The Consultant shall work with RCRRA staff to review the proposed Design Criteria draft, and incorporate RCRRA comments into final design criteria. This work will be completed, submitted to RCRRA, and approved, as soon as possible after the initial limited Notice-To-Proceed to allow for its use during subsequent design activity.

Visual Quality

Visual quality for the Project will be established in collaboration with the Cities, the State Bridge Office Architectural Specialist, the State Landscape Architectural Unit, RCRRA and select stakeholders. The Consultant shall assist RCRRA in coordinating aesthetic planning to provide consistency and compatibility with the Project. The visual quality should be coordinated between the bridges and other structures.

The Consultant shall provide the necessary graphics, figures, etc., to present the various aspects of the Project.

2(b) 7 Topographical Mapping and Survey

The Consultant will review mapping available from Ramsey County and corridor cities to determine additional coverage needed for the Project. The Consultant will perform aerial mapping and associated survey control to support engineering and environmental work for the Project. This task shall be performed before trees fully "leaf out" in the Spring of 2018.

CONSULTANT DELIVERABLES:

- Ground control survey and computations
- Digital aerial imagery
- LiDAR data

2(b) 8 Station Area Planning

Station area planning is an important component of the next phase of the Project. The Consultant should prepare a plan to determine how to complete station area planning in such a way that design and engineering reflect station area plans, and how to maintain station area planning as a priority throughout the contract period.

In the first six months of the contract period, station area planning work will focus on identifying the best locations for station platforms and guideway, and other specifications related to station placement and the immediate station areas. These

details are needed to inform design, engineering and environmental work that will be performed later in the contract period. After the initial six month, station area planning can focus on elements further from the station platforms.

To engage stakeholders in station area planning, the Consultant should use existing project committee structures when feasible. Public engagement related to station area planning should be included as part of the Consultant's overall engagement approach, and the Consultant should budget for meetings tailored to specific stations or municipalities with stakeholders such as city staff, resident groups and key business owners.

The purpose of station area planning for the Project is to coordinate planning and policy development along the BRT alignment to enhance opportunities for land use integration that stimulates economic development, improves ridership and improves the project's economic development rating for the FTA's New Starts Program. Work completed for this task by the Consultant will need to be performed in collaboration with RCRRA, the Metropolitan Council, MnDOT and six local municipalities and shall include the following:

Station Area Visioning and Development of Station-Specific Strategies

- Define station-specific strategies that:
 - Create housing for a diverse range of household types and incomes
 - Create new opportunities for employment and commercial use that support new and existing neighborhoods and provide an opportunity to create destination stations along this segment of the alignment.
 - Enhance and link surrounding neighborhoods to the station area and transit friendly development
 - Create desirable urban places that promote private investment and enhance transit ridership
 - Incorporate existing neighborhood plans to the greatest extent possible without compromising transit friendly design
 - Identify opportunities for public-private partnerships to complete transit oriented development
 - Identify opportunities for joint use projects
 - Aim to break ground on certain development projects before the start of Rush Line revenue service
 - Consider both short-term and long-term redevelopment opportunities
 - Estimate the tax benefit of different development scenarios in relation to infrastructure costs needed to support new development

Market Assessment

- Complete the appropriate level of market analysis to determine the ability of a station area to support the development envisioned as part of the station vision. The Consultant should propose the appropriate level of analysis and options for

how to proceed with station areas should the envisioned development not be supported by the market analysis. This may include, but not be limited to, changes in the envisioned development, public-private partnerships, financial incentives, and etc.

Housing, Employment, and Education Gap Assessment

- An assessment of existing housing types, employment, and education institutions should be performed to identify gaps along the entire Project alignment. The intent of this task is to identify where there is a mismatch, defined as a discrepancy between supply and demand, between housing, employment, and education for the existing and future demographics of the Project area. Methods on ways cities can proactively plan to close these gaps, with transit as an aid to access, should be developed. Special attention should be paid to the accessibility gaps identified in the regional plan, Thrive MSP 2040, between racially concentrated areas of poverty and employment and education.

Circulation and Infrastructure Plans

- Analysis of connections between modes at each station, including bus transfers, bicycling, walking, accessibility needs, and driving. The analysis will consider how users will navigate between the transitway and other bus service. The analysis will use pedestrian and bicycle audits to evaluate the environment, inventory of wayfinding signs, sidewalk conditions, and intersection crossings. Some areas will require a deeper look into the quality and maintenance needs for existing sidewalks, and identify difficult or unsafe pedestrian crossing points; in addition to identifying potential new bike and pedestrian connections.
- Identification of an infrastructure strategy that supports both existing development and future development. (For example, could the sewer system handle a 10 story office building if it is a potential short-term development?) Infrastructure could include, but is not limited to: utilities, storm water facilities, sewer, water, sidewalks, trails, roads, wayfinding, and lighting.

Conceptual Station Area Plans

- Determine the appropriate type and intensity of transit oriented development (infill, redevelopment, or greenfield development) in conjunction with, adjacent to, and within a ½ mile radius of each station. This work will include the design of conceptual street and block plans for development around the station areas, identification of safe and efficient station access for all modes, and identification of ways to transition between the existing neighborhoods and the new transit oriented development located in and around the station.
- Determine the availability of property for development and/or redevelopment.
- Estimate station specific transit oriented development parking demand, and evaluation of parking management strategies, including, but not limited to: priced parking, residential/employee permit programs, use of shared parking, parking

benefit districts, in-lieu parking fees, bicycle and pedestrian amenities, reduced parking requirements and/or maximum parking requirements, and the use of new technologies.

- Develop parking policy, land use and zoning change recommendations based on the conceptual station area plans for each community.

Station Area Health Impacts Evaluation

- Conduct a health impacts evaluation around the proposed Rush Line BRT stations that includes an identification of health indicators potentially affected by the project, an analysis of the potential impact of the project on health indicators based on scientific literature, an assessment of community concerns, and suggested measures to be adopted to offset identified negative health impacts.

The Consultant will be expected to involve the municipalities directly in the station planning efforts, this may include one-on-one interviews with key municipality staff, committee members or elected officials. Cities must be given the opportunity to review and comment on study findings related to stations under their jurisdiction.

The Consultant should look at ways to use existing project advisory committees and communication and public engagement efforts to seek input on the various station area planning work products. It is expected that the station area planning work will begin early in the process to inform the area of potential effect for environmental work and to ensure that station sites and other project elements are properly placed before detailed engineering and environmental analysis work begins to avoid costly changes later on.

CONSULTANT DELIVERABLES:

- Within six months of the notice-to-proceed, a technical memorandum providing a framework for platform locations at all new and enhanced Rush Line BRT stations.
- A technical memorandum detailing the methodology used to complete the market analysis, the results, and any interventions needed to achieve the envisioned development at stations.
- A technical memorandum for each station area that identifies a station vision, strategies, transit oriented development impacts, the process for how the vision can be achieved and an overview of the specific tools and strategies available to implement TOD at the station areas.
- A Housing, Employment, and Education Gap Assessment for the entire Project area.
- Conceptual station area plans and circulation and infrastructure plans with community support of each station's vision so that the necessary comprehensive plan and zoning changes to implement the station area plans can proceed in a timely manner by the local municipalities following the completion of the analysis.
- Health Impact Evaluations corresponding to each proposed station.

2(b) 9 RCRRA Right of Way Master Plan

A large portion of the Project alignment runs within right of way owned by the RCRRA. The former railroad right of way is between 70-100 feet wide. The 12-foot wide Bruce Vento Trail runs down the center of the RCRRA right of way and will need to be relocated within the RCRRA ROW to accommodate the dedicated guideway and station facilities. There is a strong desire to minimize impacts to existing native foliage, mitigate impacts to surrounding residential, institutional and business properties and preserve the trail as a recreational amenity.

The Consultant will develop preliminary plans for the future of the Bruce Vento Trail segment of the Project area.

CONSULTANT DELIBERABLES:

- A tree inventory plan and preservation plan that incorporates each tree's location and characteristics.
- A landscaping plan, accompanied by sketches and renderings that proposes possible landscaping options for the segment.
- A lighting plan that proposes possible strategies for ensuring adequate lighting within the segment.
- A trail plan that proposes options for trail design and where to locate the trail in relation to the bus guideway including locations and design of safe crossings at stations and other locations along the BRT Alignment.
- The Master Plan should address maintenance and ownership of the trail, and strategies to minimize construction impacts.

2(b) 10 Bus Network Service Planning

The Consultant will refine several dimensions of the Project related to transit service development. The Consultant is expected to collaborate with Metro Transit on the following three issues:

1. Use of guideway by other bus routes – The PPD Study identified Metro Transit routes that may benefit from using the Rush Line BRT guideway. Additional analysis and coordination with Metro Transit will be required to determine which routes may ultimately use the guideway, how shared use will affect overall design and operations, and how it may affect FTA New Starts Program competitiveness.
2. Park-and-ride sizing and locations – New park-and-ride locations have been identified at Highway 36 and in the vicinity of downtown White Bear Lake. Additional capacity may be needed at the Maplewood Mall Transit Center to accommodate demand. There is additional interest in pursuing a park-and-ride facility at the County Road E station to better serve the surrounding communities. In recommending park-and-ride sizing and locations, the Consultant will utilize Metro Transit's current regional park-and-ride demand model in conjunction with the regional travel demand model. The Urban Planning & Design group within

Metro Transit's Engineering & Facilities Department is expected to have technical oversight and approval of the Consultant's methodology and results along with the Planning Support group within the Metropolitan Council's Metropolitan Transportation Services division.

3. Connecting bus service – The PPD Study identified a conceptual plan for connecting bus service from White Bear Lake to Forest Lake and other bus service improvements. The primary intent of these services is to support the LPA and increase overall ridership. The feasibility and conceptual design of these routes will need to be further explored by the Consultant working with RCRRA and Metro Transit.

CONSULTANT DELIVERABLES:

Deliverables and supporting documentation for these tasks will be determined by RCRRA in consultation with Metro Transit, the Consultant, and the PMC.

2(b) 11 Capital and Operating Cost Estimate

The Consultant will update the current year and prepare a year of expenditure inflated capital cost estimate for the LPA based on any refinements that are made during the environmental review phase. At a minimum, the capital costs should include: guideway, stations and park and rides, vehicles, utilities, structures, Operations and Maintenance Facility, right-of-way, signals/communications, and contingencies. The capital cost estimates should utilize FTA New Starts Program guidance and templates.

The Consultant shall refine the operating cost estimates to reflect any changes in operating assumptions. The operating cost estimates should utilize FTA New Starts Program guidance and templates.

CONSULTANT DELIVERABLE:

Technical memorandum containing the methodology, capital cost and operating cost in the FTA Capital Investment Grant Program template format.

2(b) 12 FTA New Starts Evaluation and Project Development (PD) Draft Application

As the Project intends to qualify and compete for federal funding as a New Starts project under the FTA's New Starts Program, the Consultant will evaluate the Project based on FTA New Starts Project Justification Criteria such as mobility improvements, environmental benefits, congestion relief, economic development effects, land use, and cost-effectiveness and continuously update potential performance in these categories throughout the duration of the project. The Consultant should update ridership forecasts to reflect changes in travel demand modeling assumptions, operating and engineering refinements

Attachment A

The consultant will also prepare the draft application to enter the Project Development phase of the FTA New Starts Program upon completion of the anticipated EA and receipt of the FONSI. The Metropolitan Council in consultation with RCRRA will refine and ultimately submit the application to FTA.

CONSULTANT DELIVERABLES:

- Technical memorandum detailing methodology and results of evaluation of Rush Line project for FTA Capital Investment Grant Program funding.
- Memo detailed demand modeling for Project service, Park-and-Ride sizing and changes to the background bus network.
- Draft Application to enter Project Development.

REQUEST FOR ACTION REGIONAL RAILROAD AUTHORITY

Requesting Department: Regional Railroad Authority

R2018-1

Committee: Regional Railroad Authority

Meeting Date: 1/23/2018

SUBJECT: Request for Proposals for Strategic Communication Services for the Rush Line Bus Rapid Transit Project

REQUESTED ACTION

Authorize the issuance of a Request for Proposals for strategic communication services for the Rush Line Bus Rapid Transit Project, in accordance with County's procurement policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority with a recommendation for selection of a consultant.

EXECUTIVE SUMMARY

Over the past three years, the Rush Line Corridor has undergone extensive technical analysis, community engagement, and inter-agency coordination at both the staff and policymaker levels through a thorough Pre-Project Development Study led by the Ramsey County Regional Railroad Authority (RCRRA) on behalf of the Rush Line Corridor Task Force. The Pre-Project Development Study resulted in the selection of a Locally Preferred Alternative (LPA) that best meets the needs of the communities along the corridor.

The LPA is defined as bus rapid transit within a dedicated guideway generally along Robert Street, Phalen Boulevard, RCRRA right-of-way and Trunk Highway 61 from Union Depot in downtown Saint Paul to downtown White Bear Lake. It would be co-located with the Bruce Vento Trail through the portion of the route that utilizes the RCRRA right-of-way.

The next phase of the project – the Environmental Analysis Phase – will take approximately two years to complete and will include the following key tasks:

- Environmental Review
- Preliminary Engineering
- Station Area Planning
- Communication and Public Engagement

RCRRA is in the process of selecting a consultant to complete this work through a separate procurement process in accordance with County policies and procedures.

As these tasks are completed, strategic communication services will be needed to increase public awareness and maintain consistent messaging for the Rush Line Bus Rapid Transit Project. The key tasks that the Strategic Communication Consultant will perform include:

- Create and implement a supplemental communications plan
- Communication and capacity-building with diverse communities
- Media and community relations
- Business and institutional outreach
- Cultivate Grassroots support
- Overall project management and strategy

Request for Proposals for Strategic Communication Services for the Rush Line Bus Rapid Transit Project

The estimated cost for the Strategic Communication Consultant is \$200,000 for the first two years, with the option for three one-year renewal periods not to exceed a total of \$500,000. Funding for the Strategic Communication Consultant is the responsibility of the RCRRA as the lead local agency for the Rush Line Bus Rapid Transit Project.

FISCAL IMPACT

Funding is available in the 2018 and 2019 Ramsey County Regional Railroad Authority operating budget.

COUNTY MANAGER COMMENTS

Issuance of a Request for Proposals 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

None.

ATTACHMENTS

1. Draft Resolution
2. Request for Proposals for Strategic Communication Services for the Rush Line Bus Rapid Transit Project
3. Strategic Communications Consultant Scope of Services Attachment A

Draft Resolution

WHEREAS, A Pre-Project Development Study has been completed to analyze transit alternatives in the 30-mile study area between St. Paul and Forest Lake; and

WHEREAS, After a thorough technical analysis and extensive public engagement through the Pre-Project Development Study, bus rapid transit within a dedicated guideway from Union Depot in Saint Paul to White Bear Lake has been selected as the Locally Preferred Alternative; and

WHEREAS, The next phase of the Rush Line Bus Rapid Transit Project, the Environmental Analysis Phase, will include environmental review, preliminary engineering, station area planning and communication and public engagement; and

WHEREAS, Strategic communication services will be needed throughout the Environmental Analysis Phase to increase public awareness of and maintain consistent messaging for the Rush Line Bus Rapid Transit Project; and

WHEREAS, The Ramsey County Regional Railroad Authority intends to seek qualified proposals to perform these services; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the issuance of a Request for Proposals for strategic communication services for the Rush Line Bus Rapid Transit Project, in accordance with County's procurement policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority with a recommendation for selection of a consultant.



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

RFP #: RRA0000001238

Request For Proposals Title: Rush Line BRT Strategic Communications

First Time Solicitation: Yes

Send response to:
Ramsey County Procurement
4000 Metro Square
121 7th Place East
Saint Paul, MN 55101

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 February 22, 2018.

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: January 24, 2018
Pre Solicitation Response Conference: February 7, 2018, 9:00 a.m. to 10:00 a.m.
Pre Solicitation Response Conference Location: Gateway Room, Union Depot, 214 4th Street East, Saint Paul, MN 55101
Contractor Questions Due: February 9, 2018
Addendum with Answers to Questions Issued: February 13, 2018
Solicitation Responses Due: February 22, 2018
Solicitation Public Opening: February 22, 2018
Notice of Interviews: Week of February 26, 2018
Interviews: Week of March 5, 2018
Notice of Intent to Award: Week of March 12, 2018
Anticipated Contract Start Date: March 27, 2018

Solicitation Description

Strategic Communication services for the Rush Line BRT Project

Pre Solicitation Response Conference

A non-mandatory pre solicitation response conference will be held at 9:00 AM Central time, on February 07, 2018 at Ramsey County Regional Railroad Authority, 214 4th Street East, Union Depot Gateway Room, 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 a Strategic Communication Consultant (SCC) to support the Environmental Analysis Phase ("EAP") of the Rush Line Bus Rapid Transit Project (the "Project"). The intent of the EAP is to receive all necessary federal and state environmental clearances and prepare the Project to enter the Project Development phase of the Federal Transit Administration's Capital Improvement Grants Program as a New Starts project.

1.2. Background Information

RCRRA has hired a consultant to complete the Environmental Analysis Phase (EAP Consultant), whose key tasks include preliminary engineering, environmental review, station area planning and communication and public engagement. An SCC is needed to guide strategic communication and advocacy work during the EAP. Additional information about the Project is provided in Attachment A to this RFP.

1.3. Scope of Services

The contractor shall complete all of the tasks identified in Attachment A to this RFP.

1.4. Contractor Qualifications

The SCC should demonstrate experience on at least two transportation related projects similar in scope to the one described herein. Furthermore, the SCC should possess a record of carrying out strategic communications for projects with racially, ethnically and linguistically diverse stakeholders.

1.5. Contract Term

1.5.1.

The term of the resulting Agreement is estimated to begin on March 27, 2018 and shall not exceed 5 years, including any renewal options.

1.5.1.1.

Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

1.6. Costs

1.6.1.

The resulting contract fee shall be a maximum not to exceed, threshold and rates to be determined.

1.6.2.

The solicitation response shall include all costs for supplies, materials, equipment, labor, and expenses necessary to perform the 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.

2. General Solicitation Standard Terms and Conditions

2.1. Solicitation Process

2.1.1.

RCRRA will not provide compensation to the Contractor for any expenses incurred for solicitation response preparation.

2.1.2.

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.

2.1.3.

Any exceptions to the General Contract/Agreement Terms and Conditions must appear in the Contractor's proposal under a separate section titled "Exceptions", with proposed alternate language or deletions. RCRRA has no obligation to accept or agree to any such exceptions requested by a Contractor.

2.1.4.

All questions related to this solicitation must be submitted in writing during the question and answer period indicated on the first page of the solicitation document.

2.1.5.

RCRRA expressly reserves the right to amend or withdraw this solicitation at any time and to reject any or all responses, and to waive any informalities or irregularities in the responses as may be deemed in the best interest of RCRRA.

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 40 pages, including attachments.

2.6.1.

Completed Solicitation Response Form, attached.

2.6.2.

Completed Contractor Information and Reference Form, attached.

2.6.3.

Description of the Contractor's cost.

2.6.4.

Description of the Contractor's overall approach or solution.

2.6.5.

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.

2.6.6.

Breakdown of Project services by phases or tasks. For each phase or task listed, identify:

- Key Project staff to be involved and their roles and responsibilities
- Time commitment for each person, estimate of staff hours per person/job category, per task and estimated expenses
- Timeline
- Deliverables
- RCRRA responsibilities, if different from the description contained in the solicitation

Include a base work plan and fee for services in the proposal in response to the scope of services in Attachment A to this RFP. The base work plan should demonstrate an understanding of study needs and propose an efficient and effective study process, accounting for the inter-relationships among task elements.

Suggested Modifications to Base Work Plan

The response to the RFP should include suggested modifications to the base work plan. The contractor is encouraged to propose the addition, refinement, and/or elimination of tasks in response to the scope of services in Attachment A to this RFP. The contractor is encouraged to provide optional approaches and share opinions for improving the process. Suggestions or recommendations for schedule compression and streamlining of efforts are strongly encouraged. The addition, refinement and/or elimination of work tasks should be presented in a separate section from the base work plan. This section shall identify any implications to the assumed timeframe for the Project or fee implications.

The proposal should include a contingency of no less than 20 percent (20%) of the total Project budget.

2.6.7.

A summary of claims brought against the proposer, 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, on company letterhead. Even if there have been no claims, a statement must be provided.

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 15 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 February 22, 2018. Faxed, emailed, and oral solicitation responses will not be considered. The Contractor's name will be read at public opening.

In addition, contractors shall include a complete copy of the solicitation response in the following electronic format(s):

One pdf document of the entire proposal on a jump or thumb drive.

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 RCRRRA 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 initiated by the Contractor's agent. If the intent of the Contractor is not clearly identifiable, the interpretation most advantageous to RCRRRA 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

RCRRRA shall create an Evaluation Team consisting of RCRRRA and Ramsey County employees, consultants, 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, RCRRRA or Ramsey County employees, RCRRRA or Ramsey County elected officials, and RCRRRA or Ramsey County consultants only in response to a request from RCRRRA 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

- 30 Contractor Qualifications (experience, training, technical and professional ability)
- 30 Key Personnel Qualifications (experience, training, technical and professional ability)
- 30 Project Understanding and Approach
- 10 Cost

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)

2.14. Public Notice

RCRRA and Ramsey County uses 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 the County's official newspaper for three weeks. All other advertising or publishing requirements applicable to the purchase shall be published in the 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 responder 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. Payment

3.2.1.

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

3.2.2.

Payment shall be based on a negotiated payment schedule.

3.3. Application for Payments

3.3.1.

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

3.3.2.

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

3.3.3.

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.

3.3.4.

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 Contractor exceed the percentage of project completion, as determined by RCRRA.

3.3.5.

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

3.3.6.

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.

3.3.7.

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.

3.4. 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 RCRRA.

3.5. Successors, Subcontracting and Assignment

3.5.1.

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

3.5.2.

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 RCRRA and subject to such conditions and provisions as RCRRA may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

3.6. Compliance With Legal Requirements

3.6.1.

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.

3.6.2.

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.

3.7. Data Practices

3.7.1.

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.

3.7.2.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which RCRRA or Ramsey County data is contained or which are used to access RCRRA or Ramsey County data in the course of providing services under this Agreement. Access to RCRRA 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 RCRRA and Ramsey County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give RCRRA and Ramsey County written verification that the data has been purged.

3.8. Security

3.8.1.

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.

3.8.2.

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.

3.8.3.

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.

3.8.4.

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.

3.8.5.

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.

3.9. 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.

3.10. Contractor's Insurance

3.10.1.

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.

3.10.2.

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 RCRRRA contracting department evidencing such coverage to RCRRRA throughout the term of this Agreement.

3.10.3.

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.

3.10.3.1.

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.

3.10.3.2.

The Contractor is required to add RCRRRA and Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution 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.

3.10.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

3.10.4.1.

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.

3.10.4.2.

RCRRRA, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of RCRRRA.

3.10.5.

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

3.10.6.

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. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

3.10.7.

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

3.10.8.

The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability and umbrella liability insurance required of the Contractor under this Agreement.

3.10.9.

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.

3.10.10.

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-.

3.10.11.

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.

3.10.12.

All Certificates of Insurance shall provide that the insurer give RCRRA prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to RCRRA for cancellation due to non-payment of premium.

3.10.13.

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

3.10.14.

A Crime and Fidelity Bond is required if the Contractor is handling money for RCRRA or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

3.11. 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.

3.12. 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.

3.13. 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.

3.14. 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.

3.15. 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.

3.16. 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.

3.17. 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.

3.18. 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.

3.19. Termination

3.19.1.

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.

3.19.2.

If the Contractor violates any material terms or conditions of this Agreement RCRRA may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

3.19.3.

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 compliance with the provisions of this Agreement, up to and including the effective date of termination.

3.20. Interpretation of Agreement; Venue

3.20.1.

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.

3.20.2.

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.

3.21. 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.

3.22. Infringement

3.22.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to RCRRA, defend, indemnify, and hold RCRRA, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the RCRRA's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or

information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. RCRRA will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

3.22.2.

If, as a result of any claim of infringement of rights, the Contractor or RCRRA is enjoined from using, marketing, or supporting any product or service provided under the agreement with RCRRA (or if the Contractor comes to believe such enjoinder is imminent), the Contractor shall either arrange for RCRRA to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to RCRRA, or propose an equivalent, subject to RCRRA approval. The acceptance of a proposed equivalent will be at the RCRRA's sole discretion. If no alternative is found acceptable to RCRRA acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any license fees and any other costs paid by the RCRRA in conjunction with the use thereof.

3.23. 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 the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

3.24. 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.

3.25. 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.

3.26. 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.



RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

SOLICITATION RESPONSE FORM

Solicitation Number: RRA0000001238

Solicitation Title: RFP for Rush Line BRT Strategic Communications

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.

Max NTE Information:

Maximum Not-to-Exceed Price: \$ _____

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 and the General Contract/Agreement Terms and Conditions 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, RCRRA employees, Ramsey County employees or RCRRA 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: RRA0000001238

Solicitation Title: RFP for Rush Line BRT Strategic Communications



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:



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:



RUSH LINE BUS RAPID TRANSIT PROJECT

STRATEGIC COMMUNICATION CONSULTANT (SCC)

SCOPE OF SERVICES

ATTACHMENT A

Issued by the



RAMSEY COUNTY
Regional Railroad Authority

Rush Line BRT Project Information

Purpose

Ramsey County, through the Ramsey County Regional Railroad Authority ("RCRRA"), seeks a Strategic Communication Consultant ("Consultant") for the Rush Line BRT Project ("Project"). RCRRA expects the SCC to guide 2018-2019 strategic communication and advocacy work during the Project's Environmental Analysis Phase (EAP). The work will include the following key tasks:

- Task 1: Project Management and Strategy.
- Task 2: Supplemental Communications Plan.
- Task 3: Communications and Capacity-Building with Diverse Communities.
- Task 4: Media and Community Relations.
- Task 5: Business and Institutional Outreach.
- Task 6: Cultivate Grassroots Support.

Background Information

A Pre-Project Development (PPD) Study, completed in 2017, led to the selection of bus rapid transit ("BRT") in a dedicated guideway from downtown White Bear Lake to Union Depot in downtown St. Paul as the Locally Preferred Alternative ("LPA"). The alignment of the LPA serves parts of Saint Paul, Maplewood, Vadnais Heights, Gem Lake, White Bear Township and White Bear Lake. More information on the LPA, its alignment and the Project's expected service attributes is online at www.rushline.org.

In January of 2018, RCRRA hired a consultant team for the EAP ("EAP Consultant"). The EAP, which is expected to last from early 2018 through 2019, will include four key components completed by the EAP Consultant and overseen by RCRRA:

- Environmental analysis consistent with federal and Minnesota environmental review requirements.
- Preliminary engineering sufficient to complete the environmental analysis.
- Station area planning for each station area along the alignment.
- Communication and public engagement along the alignment.

The scope of services for the EAP Consultant is included as an informational item in this attachment as Appendix A.

Through this Request for Proposals (RFP), RCRRA is soliciting proposals for strategic communications consulting services to strengthen and support the communication efforts associated with the EAP.

Governance and Management Structure

RCRRA will administer the Strategic Communication Consultant ("SCC") contract. The SCC will report to the RCRRA Project Manager ("Project Manager") and Ramsey County Economic Growth and Community Investment Service Team Communications Manager ("Communications Manager") and collaborate with the EAP Consultant on communication and public engagement activities.

Scope of Services

General

Attachment A

Proposers are encouraged to review the Project's website and social media pages and newspaper articles about the Project. A successful proposer will build from existing efforts and respond creatively to the key work tasks listed below.

Communication content must be prepared in a form and format easily understood by the community, including those typically underserved through traditional and web-based tools.

The SCC should be prepared to describe how all communication activities associated with this scope of services will be documented.

Key Work Tasks

Task 1: Project Management and Strategy

The SCC will consult with the Project Manager and Communications Manager prior to performing work tasks. The Project Manager is responsible for identifying additional Project staff for inclusion in these consultations. In addition, the SCC and the Project Manager will meet with members of the Policy Advisory Committee ("PAC") and other pertinent committees as determined by the Project Manager.

The SCC will outline a management strategy to effectively coordinate with the Project Manager, Communications Manager, and EAP Consultant. This should include both regularly scheduled conference calls and in-person strategic meetings. The SCC should assume the following:

- Participation in two to three meetings per month with the Project Manager, one of which should be an in-person meeting at Union Depot.
- Participation in conference calls with RCRRRA and EAP Consultant approximately once per month.
- Attendance at Business and Community Advisory Committee (BCAC) and PAC meetings; approximately 12 per year.
- Preparation of written strategic communication activity updates.

Task 2: Supplemental Communication Plan

The SCC will develop a supplemental communications plan to the EAP Consultant's Communication and Public Engagement Plan. The supplemental communication plan shall build upon gaps, opportunities and strengths of the Communication and Public Engagement Plan and may include:

- Development and refinement of communication goals and objectives to increase awareness and build support for the Project.
- Recommendations for additional media relations and in-person and electronic communications.
- Talking points and key messages tailored to specific communities, project champions and stakeholder groups along the route.

- Unique digital media opportunities.
- Radio and television placement, including in culturally-specific and ethnic media outlets.
- Identification of roles and responsibilities of the SCC, the Project Manager, and the Communications Manager within the supplemental communications plan to support the EAP engagement work.

Task 3: Communication and Capacity-Building with Diverse Communities

The Project will serve the ethnically and racially diverse communities along the route, including Latinos, Southeast Asians, East Africans and African Americans. A high priority for RCRRA is for communities affected by the Project to experience meaningful engagement and to influence and become invested in the Project. In collaboration with the EAP Consultant, the SCC will recommend and implement strategies to engage diverse communities along the route.

The SCC will provide communication materials in multiple languages including Hmong, Spanish, Karen and Somali.

Additionally, RCRRA wants the Project to serve as an opportunity for ethnic/cultural organizations associated with communities residing along the alignment to build capacity in terms of transportation/transit advocacy. The SCC should propose and implement tactics to support this opportunity to build capacity within ethnic/cultural organizations.

Task 4: Media and Community Relations

The SCC will develop and refine RCRRA's message(s) to articulate the Project to the media and community. The work will require consultation and cooperation with the EAP Consultant and Communications Manager. Communicating the message(s) will include utilizing the following:

- Opinion/Editorial Placement: Create, pitch and place op-ed pieces consistent with key milestones of the EAP in relevant print and digital media.
- Media/Influencer/Stakeholder Lists: Enhance and maintain current lists by recommending local, state and federal elected officials, business leaders and local individuals who will champion the Project within their social, e-news and print media networks.
- Social Media: Create and implement a social media strategy.
- E-Newsletters: Develop an e-newsletter editorial calendar and content for up to 12 bi-monthly e-newsletters based on input from the EAP Consultant and Project partners.
- Corridor Conversations: Conduct conversations with representatives of organizations along the Project route to gather varied perspectives and compile thoughts into concise, shareable and visually appealing materials to convey Project benefits.

- **Media Tracking:** Utilize no- or low-cost media tracking services to proactively identify and anticipate issues of concern, leverage existing media hooks and generate ideas for social media and op-ed content.
- **Crisis Communications:** Develop a Crisis Communications Plan (CCP) that anticipates needs for crisis communications and outlines crisis communications procedures, roles and responsibilities. Provide assistance to RCRRA with crisis communications, as needed.
- **Advertising:** Recommend, create and arrange advertising in print, radio and social media platforms, including media geared toward the diverse communities residing along the route.
- **Elected Official Outreach:** In close consultation with the Project Manager, ensure sustained Project awareness, understanding and support by elected officials at the municipal, county, state and federal levels.

Task 5: Business and Institutional Outreach

The SCC will identify businesses and institutions along the alignment that stand to benefit from the Project and/or have concerns about the Project. The SCC will recommend and implement strategies for engaging these businesses and institutions to strengthen business and institutional support for the Project. The SCC will also assist the EAP Consultant in the assembly of a Business and Community Advisory Committee.

Task 6: Cultivate Grassroots Support

The SCC will identify potential Project champions. Examples of potential champions include people who plan to ride the Rush Line BRT service to access jobs, healthcare, recreation or education; business owners who expect to gain access to new customers or employees; healthcare leaders associated with any of the providers located near the alignment; environmental advocates who support the Project because of its anticipated benefits; and cultural/ethnic nonprofit organizations associated with any of the communities residing along the alignment.

The SCC will empower Project champions to advocate for the Project through social media, testimony at public meetings, letters to the editor of print and online publications, other methods. The SCC will look to incorporate the stories of Project champions into communications materials such as the Corridor Conversations, where appropriate.

Budget

The budget for the SCC during the Rush Line BRT Project EAP is \$200,000 for the first two years, with the option for three one-year renewal periods of \$100,000 each. RCRRA requires that Proposers include a contingency within the fee proposal of no less than 20% of the total budget.

RUSH LINE BUS RAPID TRANSIT PROJECT

APPENDIX A
ENVIRONMENTAL ANALYSIS PHASE
SCOPE OF SERVICES

Issued by the



1. Project Information

1(a) Solicitation Description

The Ramsey County Regional Railroad Authority (RCRRA) is soliciting proposals from qualified firms to perform environmental review, preliminary engineering, station area planning, communications and public engagement for the Environmental Analysis Phase (EAP) of the Rush Line Bus Rapid Transit Project (Project). The intent of the work is to receive all necessary federal and state environmental documentation to prepare the project to enter the Project Development (PD) phase of the Federal Transit Administration (FTA) Capital Improvement Grants Program as a New Starts (New Starts) project.

1(b) Rush Line Corridor Overview

The Rush Line Corridor is a transportation corridor extending 80 miles from Hinckley to Union Depot in downtown Saint Paul, roughly following Interstates 35 and 35E and Trunk Highway (TH) 61. Previous studies of the corridor concluded that the 30-mile portion of the Rush Line Corridor extending between downtown Saint Paul and Forest Lake has the greatest potential for significant transit improvements in the near term.

A Pre-Project Development (PPD) Study, completed in 2017, led to the selection of bus rapid transit in a dedicated guideway from downtown White Bear Lake to Union Depot in downtown St. Paul as the Locally Preferred Alternative (LPA).

The primary focus of this solicitation is the LPA, which serves parts of the communities of Saint Paul, Maplewood, Vadnais Heights, Gem Lake, White Bear Township and White Bear Lake, an area entirely within Ramsey County. A conceptual plan for future bus connections north to Forest Lake and other bus system improvements was also identified in the PPD. The feasibility and conceptual design of these routes will need to be further explored by the consultant working RCRRA and Metro Transit.

1(c) Project Background

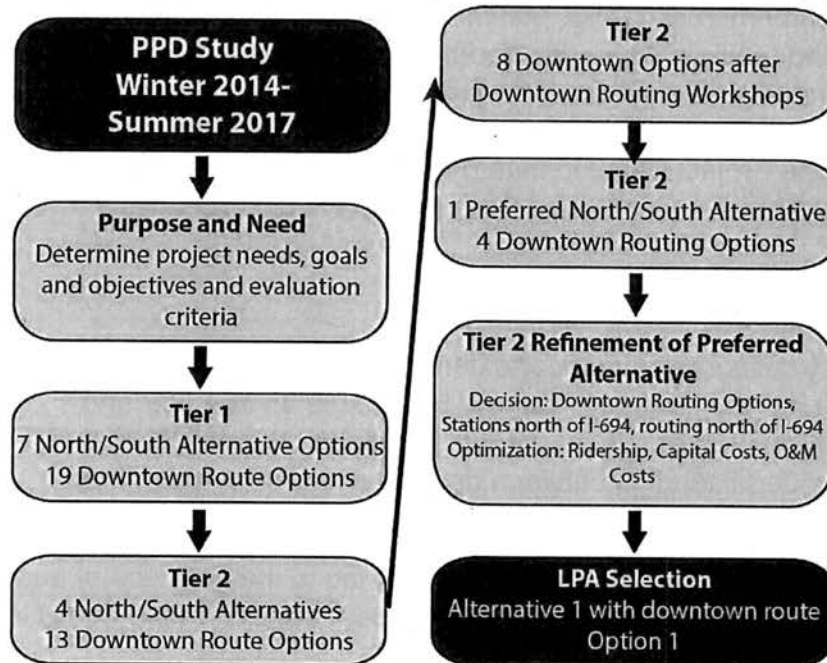
The PPD Study was a joint local and regional planning effort performed by the Rush Line Corridor Task Force and led by RCRRA.

The Project's Purpose and Need identifies six goals:

- Increase transit use.
- Develop an implementable project.
- Improve quality of life.
- Improve sustainable transportation options.
- Enhance regional connectivity.
- Support the local vision for sustainable development.

Figure 1-1 shows the steps in the Rush Line PPD process. Overall, the study started with a large universe of alternatives that was refined and reduced using the Project's evaluation criteria and by continuously measuring how well each of the alternatives met the Project's purpose and need.

Figure 1-1: Rush Line PPD Study Process



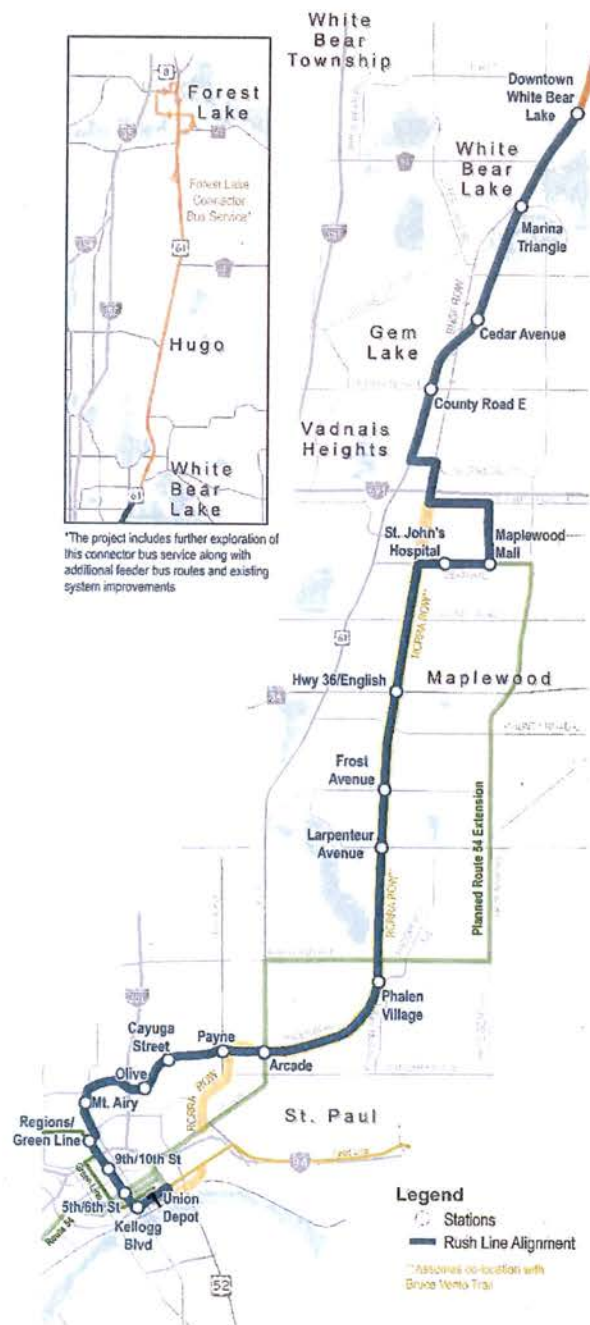
This process resulted in the identification of an LPA that meets the locally identified project purpose and need and is likely eligible for FTA New Starts funding.

Several different technical and policy committees, and, most importantly, extensive public engagement, informed the decisions for the PPD Study.

1(d) Locally Preferred Alternative Description

The LPA is defined as Bus Rapid Transit (BRT) within a primarily dedicated guideway generally along Phalen Boulevard, Ramsey County Regional Railroad Authority right-of-way alongside the Bruce Vento Regional Trail and Highway 61 connecting Union Depot in downtown Saint Paul to neighborhoods on the East Side of Saint Paul and the cities of Maplewood, Vadnais Heights, Gem Lake, White Bear Lake and White Bear Township. A map of the approved LPA map is shown in Figure 1-2.

Figure 1-2: Rush Line Locally Preferred Alternative



The LPA's alignment is approximately 14 miles long, 85%-90% of which will operate in a dedicated guideway. There are a total of 20 proposed stations, 15 of which are new, three of which are enhanced downtown stations (Kellogg Boulevard, 5th/6th Street, and 9th/10th Street) and two of which are existing stations (Union Depot and Maplewood Mall Transit Center).

Rush Line BRT service is expected to run at 10-15 minute headways from 5 a.m. – 12 a.m. Monday through Saturday and 6 a.m. – 12 a.m. on Sunday. The Project has a 2040 forecast ridership of 5,700, estimated operation and maintenance cost of \$7.8-\$8 million (2015\$) and estimated capital costs of at \$420 million (2021\$). The one-way travel time from White Bear Lake to Maplewood Mall is estimated at 14 minutes, from Maplewood Mall to Saint Paul's central business district (CBD) is estimated at 30 minutes, and from Saint Paul's CBD to Union Depot is estimated at 6 minutes. In 2040, projections suggest that 105,700 jobs and 60,200 residents will be located in Rush Line station areas. There are currently 11,700 people living below the poverty line in the station areas.

If additional Metro Transit routes are able to utilize the guideway, the 2040 forecast ridership increases to 9,700 and capital costs increase by \$55 million to \$475 million (2021\$).

Destinations along the LPA's alignment include downtown Saint Paul and its east side neighborhoods, Maplewood Mall, approximately 17 healthcare institutions, downtown White Bear Lake, and several areas expected to host significant redevelopment activity in the coming years.

RCRRA anticipates that the Metropolitan Council will adopt the LPA into the region's long-range transportation plan, the 2040 Transportation Policy Plan (TPP). The LPA adoption process started with the Rush Line PPD Technical Advisory Committee (TAC) recommending the LPA to the Policy Advisory Committee (PAC). The PAC held a public hearing on the LPA to gain additional public input before making an LPA recommendation to the Task Force, who then adopted and recommended it to the cities, township and county regional railroad authority through which the LPA passed for their adoption. Following their own public comment processes, including public hearings, the cities and RCRRA approved resolutions of support, and the RCRRA, as the lead agency for the Rush Line PPD study, compiled the public comments and resolutions of support, and submitted them to the Metropolitan Council. The PPD Study was completed in summer 2017 and is available here:
<http://www.rushline.org/documents>

1(e) Technical Issues

RCRRA staff and local and agency partners have identified a number of technical issues to be studied in greater detail during the environmental review phase of the Project. These issues are:

1. **Use of Highway 61 for dedicated transit** – Coordination with the Minnesota Department of Transportation (MnDOT) will be required for dedicated transit use of trunk highway right-of-way on Highway 61 between Buerkle Road and downtown White Bear Lake. The consultant will be required to conduct all necessary warrant, traffic and safety analyses to obtain concurrence from MnDOT.

2. **Guideway and station placement and design** – The LPA includes the conceptual alignment and general station locations, but limited engineering work has been completed to date. The Consultant will work with Project partners to determine guideway design and specific station placement.
3. **Impacts of mixed-traffic operations** – Approximately 10-15% of Project alignment is assumed to operate in mixed traffic. These segments will require special consideration to minimize impacts to travel time and performance of the Project service.
4. **Bridges and structures** - Below is a summary of the new bridges and existing bridges that the Project will utilize:

Bridge/Roadway	New or Existing
RCRRA ROW/I-694 Bridge	New
RCRRA ROW/Highway 36 Bridge	New
Robert Street over I35E/I94	Existing
Jackson Street over Pennsylvania Avenue	Existing
Phalen Boulevard over Railroad	Existing
Phalen Boulevard over RCRRA ROW/Bruce Vento Trail	Existing
Highway 61 over Railroad	Existing

5. **Coordination with other street improvement projects** – The Consultant will identify planned street, pedestrian and bicycle improvement projects along the Project alignment and assess the need to coordinate with these projects. An example of such a project is the planned mill and overlay of Robert Street in downtown Saint Paul.
6. **Co-location of guideway and Bruce Vento Trail** – The Project guideway will be co-located with the Bruce Vento Trail through the portion of the route utilizing the RCRRA right-of-way. There is a strong desire to minimize impacts to existing native foliage where possible, and minimize impacts to adjacent residential properties.
7. **Examination of requests for alignment and station placement modifications and pedestrian enhancements.** RCRRA has received feedback from stakeholders requesting modifications to the Project alignment and station location at certain points along the alignment. These locations include, but are not limited to, Phalen & Cayuga, Phalen & Arcade, and Phalen Village. The Consultant will examine these requests and others that may arise during the environmental review process to determine their feasibility.
8. **Station area planning** – Minimal station area planning has been performed to date. There is a strong desire from RCRRA and local and agency partners to accelerate station area planning as a part of this contract to better sync up with ongoing comprehensive plan update work being done by the cities and to inform the scope of the environmental analysis and associated preliminary engineering.

9. **Use of guideway by other bus routes** – The PPD Study identified Metro Transit routes that may benefit from using the Project guideway. Additional analysis and coordination with Metro Transit will be required to determine which routes may ultimately use the guideway, how shared use will affect overall design and operations, and how it may affect FTA New Starts Program competitiveness.
10. **Park-and-ride sizing and locations** – New park-and-ride locations for the Project have been identified at Highway 36 and in the vicinity of downtown White Bear Lake. Additional capacity may be needed at the existing Maplewood Mall Transit Center to accommodate demand and Vadnais Heights has expressed interest in pursuing a park-and-ride facility at the County Road E station.
11. **Connecting bus service** – The PPD Study identified a conceptual plan for connecting bus service from White Bear Lake to Forest Lake and other bus service improvements. The feasibility and design of these conceptual routes will need to be further explored by the Consultant working with RCRRA and Metro Transit.
12. **Use of railroad right-of-way** – a short segment of the route from I-694 to Buerkle Road is located within railroad right-of-way owned by BNSF Railway and operated by Minnesota Commercial. Coordination with the railroad owner and operator will be necessary to determine a preferred design, cost estimate and determine the process and agreements need to facilitate use of the right-of-way for the Project.

In addition to the technical issues identified above, the Consultant shall be prepared to address other technical issues that may arise during the environmental review phase of the Project.

1(f) Budget and Schedule

Local funding is available to support the work tasks described in this document. The RCRRA intends for the work to be complete within twenty-four (24) months from the issuance of a notice to proceed.

2. Scope of Services

2(a) General

The following section outlines key work tasks, responsibilities and deliverables to be included in the Project.

The Project contract will be administered by RCRRA. The consultant will report to the RCRRA Project Manager and coordinate with Project committees and groups as needed.

2(b) Key Work Task Elements

To complete the environmental review process and prepare the Project to enter the Project Development phase of New Starts and be competitive for federal funding, the Project includes the following tasks:

1. Review of Previous and Work in Progress Initiatives
2. Project Management and Coordination
3. Communication and Public Engagement
4. Project Visualization
5. Environmental Review
6. Preliminary Engineering
7. Topographical Mapping and Survey
8. Station Area Planning
9. RCRRA Right of Way Master Plan
10. Bus Network Service Planning
11. Capital and Operating Cost Estimate
12. FTA New Starts Evaluation and Project Development (PD) Application

2(b) 1: Review of Previous and Work in Progress Initiatives

Within 60 days of issuance of a notice to proceed, a compilation, summary, and analysis of relevant previous and work in-progress initiatives shall be completed. RCRRA staff may assist in the collection of these studies for distribution to the selected consultant as needed. Previous and work in-progress transportation planning initiatives related to the corridor include, but are not limited to, the following

- Rush Line Transit Study (2001)
- Rush Line Corridor Alternatives Analysis (2009)
- Rush Line Corridor Pre-Project Development Study (2017)
- Relevant City and County Small Area Plans, Comprehensive Plans and Capital Improvement Plans
- Relevant State and Regional Plans

The Consultant should also review and understand the Ramsey County All Abilities Transportation Network Policy.

The Consultant is responsible for understanding and incorporating the previously completed studies to avoid duplication and effectively utilize Project resources. Past plans and studies should not only be viewed as a source of technical information, but also as a record of community input.

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

CONSULTANT DELIVERABLES:

Technical memorandum summarizing relevant materials provided, highlighting key information relevant to the development of the Project and identifying key challenges and synergistic opportunities.

2(b) 2: Project Management and Coordination

RCRRA is the lead agency for the environmental review phase of the Project and will provide overall management and oversight of the work of the Consultant. The RCRRA expects to hire a Program Management Consultant (PMC) through a separate contract to assist RCRRA in the management and oversight of the Project.

The RCRRA Project Manager will be consulted with and will give approval prior to the Consultant performing study tasks. The Consultant will be responsible for close coordination with the RCRRA Project Manager and any other designated RCRRA staff and/or the PMC.

The Consultant will be expected to facilitate meetings with the groups described below.

Project Management Team (PMT)

The PMT, which is expected to meet twice a month, will be the first group of staff engaged to guide the study and facilitate small working group coordination. The Consultant will utilize the PMT to identify potentially contentious study issues prior to forming working groups or bringing the issues to the Technical Advisory Committee. The PMT will include the RCRRA Project Manager and other staff from Ramsey County, the Metropolitan Council/Metro Transit, and MnDOT.

Policy Advisory Committee (PAC)

The Policy Advisory Committee (PAC) consists of elected officials from Ramsey County, the municipalities of Saint Paul, Maplewood, Gem Lake, Vadnais Heights and White Bear Lake and White Bear Township, and key partner agency representatives and organizations including the Metropolitan Council/Metro Transit and the Minnesota Department of Transportation. Others may be invited to be a part of the PAC at the discretion of RCRRA. The PAC provides policy input, direction and approval of study work efforts and makes final recommendations to the RCRRA Board. It is anticipated that the PAC will meet every other month for the duration of the Project.

Technical Advisory Committee (TAC)

The TAC consists of technical staff (engineers and planners) from multiple agencies and corridor communities within the Project area. Key responsibilities of the TAC include providing technical input, reviewing study findings, and providing recommendations to the PAC. It is anticipated that the TAC will meet monthly for the duration of the Project.

Business and Community Advisory Committee (BCAC)

The Consultant will work with RCRRA Project Manager and the PMT to assemble the necessary structure to regularly engage with businesses and community groups with an interest in the Rush Line BRT Project as part of the overall communication and public engagement plan (described in 2(b) 3). This could take the form of one combined committee or separate business and community advisory committees. It is anticipated that the advisory committee(s) will meet every other month for the duration of the Project. Supplemental working groups or sub-committees may also be formed to address specific issues. Possible group members include commuters, cultural organizations, district council representatives, small and large businesses and institutions, and Project area residents representing diverse backgrounds reflective of the broader Project area.

Rush Line Corridor Task Force

The Rush Line Corridor Task Force (Task Force) is a joint powers board of city, county and township elected officials who plan transit improvements that enhance mobility, promote economic development and preserve community and environmental assets within the broader 80-mile Rush Line Corridor between Saint Paul and Hinckley. It is expected that the Task Force will receive Project updates from the Consultant team on a quarterly basis and will be solicited for input at key milestones.

FTA Coordination

The FTA will be engaged early in the Project and will ultimately be involved in the review and approval process of the environmental review document for the Project, and the request to enter Project Development.

Railroad Coordination

A short segment of the route from I-694 to Buerkle Road is located within railroad right-of-way owned by BNSF Railway and operated by Minnesota Commercial. Coordination with the railroad owner and operator will be necessary to determine a preferred design, cost estimate and the process and agreements needed to facilitate use of the right-of-way for the Project.

Other Agency Coordination and Additional Work Groups

Agency coordination is needed with MnDOT, the State Historic Preservation Office (SHPO) and the Metropolitan Council/Metro Transit. Other federal, state and local agencies may need to be coordinated with as well.

While the RCRRA retains responsibility for overall coordination and contact with its partner agencies, including but not limited to jurisdictions, local interest groups, transit providers, etc., we recognize that the Consultant will require information from these agencies to properly complete tasks in this scope of services. All coordination with the partnering agencies, requests for information from the agencies and contact with the agencies will be done with the full knowledge and active participation of the RCRRA.

Additionally, the Consultant and RCRRA may form additional working groups and/or design charrettes to address specific issues along the Project alignment. These groups will be developed and meet as needed until the issue is resolved. The Consultant will facilitate these groups as well as assist with their formation.

Quality Management Plan

To ensure that the Project is properly managed, the Consultant will prepare a quality management plan that accommodates activities of this proposal including engineering, modeling, financial planning and environmental documentation. Documentation will be provided in original software format (i.e. Microsoft Word, Excel, etc.) for future use by responsible agencies as well as in web compatible formats for access by the public as needed.

The quality plan should provide a process by which key stakeholder group review, consensus and/or approval activities are tracked and documented. Elements accounted for in this plan should include the Consultant internal review process of key deliverables as well as the review process for key stakeholder groups. Key stakeholder group include RCRRA, MnDOT, Metropolitan Council/Metro Transit, BNSF Railway and Minnesota Commercial and local municipalities.

The quality plan will include a formal framework by which technical documentation and engineering plans are properly reviewed to ensure that appropriate methodologies and standards are applied and the results of technical work are of the type and quality needed for their intended use.

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

CONSULTANT DELIVERABLES:

- Preparation of agendas, meeting packets, meeting summaries and other administrative documents related to meetings of the PMT, PAC, TAC, business and communities advisory committee(s), Task Force and other groups involved in project management.
- Quality Management Plan in original software (Microsoft Word, Excel, etc.) that addresses quality assurance/control of deliverables including modeling results, engineering plans and technical documents, document control/archiving, progress reports, tracking of milestones and deliverables, and the input cycle of stakeholders as well as how the study schedule will be maintained.

2(b) 3: Communication and Public Engagement

Engagement Approach

The approach to public engagement for the Project is embedded in Ramsey County's goal to "cultivate economic prosperity and invest in neighborhoods with concentrated financial poverty through proactive leadership and inclusive initiatives that engage all communities in decisions about our future."

Successful public engagement requires building trust, understanding and a foundation for consent. This requires a process that is characterized by technical competence, honesty, integrity and good listening. These principles will create the framework within which public engagement will continue to occur for the Rush Line BRT Project. For successful outcomes, this approach requires:

- Early and continuous participation of stakeholders.
- Reasonable availability of technical and other project information.
- Collaborative input on the preliminary engineering, station area planning and environmental review processes.
- Open access to the decision-making process.
- Proactive efforts to inform the public and engage them in the process, including those groups that are often underrepresented in design processes, namely people of color, immigrants, young people, renters, people with any disability, low-income residents, and people with limited English proficiency.

Development of Communication and Public Engagement Plan

The Consultant will collaborate with the RCRRA Project Manager, the RCRRA Communications Manager and the strategic communications consultant for the Project to prepare a Communication and Public Engagement Plan (CPEP) to ensure that engagement goals and principles identified above are met. RCRRA encourages creative and innovative approaches to communication and public engagement that employ both in-person and online engagement techniques. The Consultant shall identify and engage with key stakeholder groups to prepare the CPEP.

The CPEP developed by the Consultant with input from RCRRA should:

- Define the communication and public engagement goals for the Project.
- Identify communication and engagement techniques and frequency of communication and engagement. These techniques may include: open houses, popup meetings, listening sessions, attendance at community events, print materials, e-newsletters, social media, neighborhood meetings, business roundtables, and web-based engagement, such as surveys and interactive maps.
- Generate graphic, photo and video content to visually support written messages, including existing photographs; new, professional-quality images; and potentially drone imagery.
- Identify methods for Project partners to assist with building awareness of project and engagement opportunities, such as through the BCAC and other stakeholder group meetings.
- Establish methods to ensure documentation of community input and project team response throughout the process.
- Identify languages spoken within the project area and define how people with limited English proficiency will be actively engaged.

- Include a media strategy targeting radio, television, online and print media outlets, developed in consultation with RCRRA's strategic communications consultant.
- Follow brand standards for the project and Ramsey County.

The CPEP shall include a plan for meaningful engagement with multi-cultural communities and other groups that are traditionally underrepresented in design processes.

Consultant teams demonstrating cultural competency with Latino, Hmong, Karen and Somali culture and language are preferred. To obtain this cultural competency, the Consultant may consider partnering with local organizations connected to the Project area's multi-cultural communities.

Social Media, Web Page Support and Web-Based Engagement

The Consultant team will work with RCRRA's Project Manager, Communications Manager and strategic communications Consultant to use and build upon County online newsletter delivery tools and Rush Line social media accounts (Facebook and Twitter), and the forthcoming Rush Line page within Ramsey County's website, to communicate with the public and generate public input and support for the project. The Consultant will provide a social media plan and calendar. The plan will identify partners for promotion of social media content. The Consultant will provide content and digital images and RCRRA will post.

The Consultant will prepare content that will be web-ready, ADA compliant and written in AP style with plain language. Digital images including maps and photos shall be provided in either original format or in size and resolution requested by RCRRA.

The Consultant will develop a plan and calendar for other web-based engagement. This type of engagement may include online newsletters, interactive maps, online surveys and other online feedback loops. The Consultant will develop content and provide digital images as described above for use in web-based engagement.

The Consultant should look for and take advantage of opportunities to use digital media to proactively share the stories and input of those that will be affected by the Project obtained through Project engagement activities.

Fulfillment of NEPA/MEPA Public Engagement Requirements

The Consultant should anticipate needs for meetings and public hearings required as part of the National Environmental Policy Act (NEPA) and the Minnesota Environmental Policy Act (MEPA) associated with the selected environmental class of action. The Consultant will provide comment/response documentation in the final environmental review document. A summary of the public involvement process will also be provided in the final environmental review document.

CONSULTANT DELIVERABLES:

- Communication and Public Engagement Plan.
- Securing meeting facilities for all community meetings and other in-person engagement activities that require space to be reserved.
- Stakeholder distribution list(s).
- Digital imagery.
- Social media calendar.
- Content for all electronic and print materials.
- Graphic design for electronic and print materials.
- Adherence to brand.
- Meeting preparation including agendas, information packets, presentation exhibits, electronic presentations (e.g. PowerPoint) and meeting summaries for all public meetings.
- Support materials for open house and community meetings including but not limited to presentation and display materials, take home materials and way-finding signage.
- Promoting attendance at community meeting and open houses by securing advertisements through radio, television, print and online media outlets in consultant with RCRRA's strategic communication consultant.
- Attendance at open houses and select community meetings.
- Website content development (AP style, plain language, no formatting)
- On-going website content review and updating.
- Spreadsheet tracking public comments, project team responses, and how the comment influenced study decision-making.
- Arrange for translation services and provide translation of materials from English to Spanish, Somali, Karen and Hmong languages, as appropriate.
- Arrange for interpreters to be present at community meetings if there is a specific request made or need for these services identified.
- Hold public meetings in compliance with the requirements of the National Environmental Policy Act (NEPA) and the Minnesota Environmental Policy Act (MEPA) in consultation with the Minnesota Department of Transportation (MnDOT) Cultural Resources Unit (CRU)
- Materials ADA compliant and accessible to persons of all abilities.

2(b) 4: Project Visualization

Visual representations of the Project are an important tool to support communication and engagement activities and to help stakeholders evaluate design options. The Consultant should prepare visualizations of the alignment that can be understood by a range of community members, technical staff and policy makers in order to aid in the decision making process. Visualizations should include 3D renderings of multiple points along the alignment.

3D Rendering

The Consultant will prepare 3D before and after renderings of the guideway and stations at key locations along the alignment to help the public and project stakeholders see what the project could look like and assist in the selection of a preferred design.

Animation

The Consultant will use visualization to show the overall alignment and the guideway and stations at key locations along the alignment.

Video Preparation

The Consultant will prepare a video or series of short videos to help the public and key stakeholders better understand the project and the environmental review process. 3D renderings and animation should be incorporated into the videos where applicable.

Other

The Consultant should propose other innovative ways in which visualization and video to aid in communications, public engagement, station area planning, environmental reviews and the decision making process. Any video content should be easily accessible, available on the Rush Line webpage and social media platforms, and viewable on mobile devices.

CONSULTANT DELIVERABLES:

- 3D Before and After Renderings
- Corridor Animation
- Video Production

2(b) 5: Environmental Review

The Consultant, in consultation with RCRRA, the PMC and project stakeholders, will undertake the preparation of the appropriate level of environmental documentation in order to comply with the National Environmental Policy Act (NEPA), the Minnesota Environmental Policy Act (MEPA) and Federal Transit Administration (FTA) environmental requirements. It is expected that the appropriate level of environmental assessment for the Project is an Environmental Assessment (EA), but the Consultant should be prepared to complete a Documented Categorical Exclusion (DCE) or a Draft Environmental Impact Statement (DEIS). RCRRA has submitted a NEPA Class of Action Question to the FTA and expects a determination before the contract is awarded.

Preparation of the Preliminary Draft Environmental Assessment

Assuming the Class of Action is an EA, the Consultant will complete the following work to satisfy requirements of an EA to achieve a Finding of No Significant Impact (FONSI):

1. NEPA Baseline Conditions – The Consultant shall establish the base year conditions and identify data requirements for NEPA baseline analysis. Such data may include, but is not limited to:

- Transit information.
- Non-motorized transportation facilities.
- Appropriate local and regional plans consisting of transportation plans and programs and land use master plans involving the Project area.
- Base year travel demand.
- Census data on demographics.
- Relevant GIS data from local and state agencies.
- Other required data on natural, cultural, historical and environmental resources.

2. Analysis of Social and Economic Impacts – The Consultant shall assess potential community impacts and property acquisition needs described as follows:

a. Community Impacts - The Consultant shall conduct an in-depth analysis of the socio-economic characteristics of employees and residents in the Project area and identify low income households and minority populations who would be most vulnerable to potential adverse changes (Environmental Justice). In addition to the socio-economic data reviewed, analysis will occur to determine potential impacts and benefits to community facilities, such as libraries, hospitals, schools, etc. that may exist along the alignment. A qualitative assessment of "community fit" of the proposed action on adjacent communities will also be undertaken. The potential for the proposed action to disrupt the community will also be evaluated.

b. Property Acquisition – The Consultant shall analyze any potential displacements associated with property acquisition in connection with the transit alignment, stops, or facilities.

3. Analysis of Environmental Effects – The Consultant shall conduct an analysis of environmental effects, which will highlight issues of concern in the Project area, including but not limited to those listed below. The Consultant shall incorporate and evaluate additional issues identified during NEPA scoping.

a. Cultural and Historic Resources (Section 106) – MnDOT's Cultural Resources Unit (CRU) is the anticipated delegated agent for FTA for the completion of the Section 106 review. It is anticipated that a project-level Section 106 programmatic agreement between FTA and MnSHPO will be created, and shall be included in the NEPA document. The Consultant shall incorporate any of MnDOT CRU's findings of effects to any identified historic properties (i.e., properties listed in or eligible for the National Register) into the NEPA document.

b. Parks and Wildlife Refuges - The Consultant shall coordinate with local jurisdictions and state departments managing natural resources to assess potential impacts and develop mitigation plans, should such impacts exist. The

Consultant shall conduct a Section 4(f) evaluation and prepare documentation, if appropriate.

c. Threatened and Endangered Species - The Consultant shall consult with the U.S. Fish and Wildlife Service (USFWS) about the presence of threatened or endangered species or habitats in the Project area.

d. Water Resources (surface waters, wetlands, floodplains, and water quality) - The Consultant shall identify wetlands, floodplains, and waters that will be impacted by the project. The Consultant shall assess impacts on water quality. Coordination with the U.S. Army Corps of Engineers will be undertaken to identify and assess potential effects on these resources.

e. Hazardous Materials - The Consultant shall analyze the potential effects on hazardous materials sites within one quarter ($\frac{1}{4}$) mile of the studied alignment.

f. Air Quality - The Consultant shall obtain air quality data and identify whether the Project area is in attainment/non-attainment with the National Ambient Air Quality Standards. The Consultant shall compare air quality conditions in the base year with conditions in the full-build year. A determination of conformity will be made.

g. Noise and Vibration - The Consultant shall conduct an FTA General Assessment for both noise and vibration in the Project area.

h. Visual and Aesthetics - The Consultant shall conduct an assessment of potential visual and aesthetic effects of the alternatives.

i. Cumulative Impacts - In coordination with other Project area plans and projects, the Consultant shall evaluate cumulative impacts.

4. Analysis of Transportation Effects - The Consultant will document the Project's effects on roadways and operating conditions that addresses:

- Traffic conditions for existing, base year and 2040,
- Impacts to existing and planned pedestrian and bicycle movements and facilities,
- Impacts to freight rail,
- Impacts to transit operations, ridership and facilities, and
- Potential modifications to traffic operations and roadway geometry to improve future traffic conditions and pedestrian access.

The draft environment assessment shall include the following chapters and appendices:

- Chapter 1 Purpose and Need
- Chapter 2 Alternatives
- Chapter 3 Transportation Analysis
- Chapter 4 Community and Social Analysis
- Chapter 5 Physical and Environmental Analysis
- Chapter 6 Cultural and Historical Resources Analysis (described in greater detail

below)

- Chapter 7 Indirect Effects and Cumulative Effects
- Chapter 8 Environmental Justice
- Chapter 9 Section 4(f) and Section 6(f) Resources
- Chapter 10 Consultation and Coordination
- Chapter 11 Financial Considerations
- Appendix A List of Advisory Committee Members and Recipients
- Appendix B List of Preparers
- Appendix C List of Technical Reports
- Appendix D Coordination and Correspondence
- Appendix E Supplemental Materials
- Appendix F Preliminary Engineering Drawings
- Appendix G Environmental Assessment Worksheet

Historic Property Identification and Evaluation (Cultural and Historic Resources Section 106)

The objective of this task is to complete the required Phase I and II survey and evaluation work to provide recommendation on if historic properties are present in the projects' area of potential effect (APE) as defined by MnDOT CRU on behalf of FTA. A historic property is any property (building, structure, object, site or district) that is eligible for or formally listed on the National Register of Historic Places.

All proposed and completed work shall be consistent with the Secretary of the Interior's Standards and Guidelines for Identification and Evaluation, MnDOT CRU Project Requirements, and the survey guidelines of the Minnesota State Historic Preservation Office (MnSHPO). It is anticipated that a project-level Section 106 programmatic agreement will be created. The consultant shall follow any of the requirements as outlined in that document. Should private property access be required, RCRRA, with the Consultant's assistance, will be responsible for securing the necessary agreements.

1. Literature Search and Background research: Conduct a review of known historic properties at MnSHPO; and all identified potential resources in the MnSHPO files, the Office of the State Archaeologist (OSA) and the Minnesota Indian Affairs Council (MIAC). Also, conduct a literature search to identify any potential locations for historic archaeological sites, potential standing structure property types, linear corridor resources, and historic context for the area. MnDOT CRU shall prepare MnModel maps for the consultant to show areas of high, medium and low potential for pre-contact era sites. The consultant shall summarize the results of the literature search in a report within 30 days of notice to proceed and submit to MnDOT CRU. MnDOT CRU and the consultant shall meet to discuss the results. MnDOT CRU will then direct the consultant on the level of effort for the Phase I Identification surveys for both archaeology and standing structures.

2. Archaeological Survey: An intensive Phase I Archaeological Survey will be completed by the consultant within the Project APE as defined by MnDOT CRU. The consultant team must include an archaeological Principal Investigator who meets the Secretary of the Interior's (SOI) Standards and can obtain a license from the Minnesota State Archaeologist.

All standard archaeological testing methods will be employed, as detailed in MnDOT CRU's consultant guidelines and MnSHPO's survey guidelines. The methodology and identification of the areas requiring testing will be developed by the Consultant and approved by MnDOT CRU.

A preliminary Phase I results report will be submitted to MnDOT CRU no later than June 30, 2018, and the Consultant and MnDOT CRU shall meet to discuss the results of the Phase I survey. MnDOT CRU will determine which properties shall go to a Phase II evaluation, and the consultant and MnDOT CRU shall meet to develop appropriate methodology.

A draft report meeting all the standards, requirements, and guidelines listed at the beginning of this section will be submitted to MnDOT CRU, and will include all Phase I and Phase II archaeological properties, with recommendations on if they are eligible for the National Register or not.

MnDOT CRU shall submit the report to MnSHPO for review and comments. The Consultant will incorporate any of MnDOT CRU's and MnSHPO's comments into the final report, based on the direction from MnDOT CRU. MnDOT CRU shall make all final determinations of eligibility and shall conduct all direct consultation and communication with MnSHPO on behalf of FTA.

3. Standing Structures Survey: A Phase I Architectural History Survey will be completed within the Project APE as defined by MnDOT CRU. The consultant team must include an architectural history Principal Investigator who meets the SOI's Standards for history and/or architectural history. All standard survey methods will be employed, as detailed in MnDOT CRU's consultant guidelines and MnSHPO's survey guidelines. The methodology will be developed by the Consultant and approved by MnDOT CRU. All properties 40 years old and older will be surveyed.

A preliminary results report will be submitted to MnDOT CRU, and the Consultant and MnDOT CRU shall meet to discuss the results of the Phase I survey. MnDOT CRU will determine which properties shall go to a Phase II evaluation.

A draft report meeting all the standards, requirements, and guidelines listed at the beginning of this section will be submitted to MnDOT CRU and will include all Phase I and Phase II properties with recommendations on if they are eligible for the National Register or not. MnDOT CRU shall submit the report to MnSHPO for their review and comments. The Consultant will incorporate any of MnDOT CRU

and MnSHPO comments into the final report, based on the direction from MnDOT CRU. MnDOT CRU shall make all final determinations of eligibility, and shall conduct all direct consultation and communication with MnSHPO on behalf of FTA.

4. Ongoing Project Management and Consultation: As FTA's delegated agent, MnDOT CRU shall conduct all communications with FTA and MnSHPO for the Section 106 review. The Consultant should assume a total of six project team meetings/field visits over the course of the project. The project team is presumed to include a representative from RCRRA and the MnDOT Cultural Resources Unit. The Consultant should assume a total of six additional meetings, which may include various other stakeholders, including FTA, MnSHPO, Metropolitan Council, consulting parties, and others.

CONSULTANT DELIVERABLES:

- Preliminary Literature Search Report
- Archaeological Survey and Evaluation Report and Standing Structures Survey and Evaluation Report.
- Office of the State Archaeologist (OSA) site forms for all identified archaeological properties, and MnSHPO inventory forms for all standing structures.
- GIS data meeting MnDOT CRU requirements
- Deliverables in this section shall be submitted within nine months of the Notice-to-Proceed.

Environmental Site Assessment (ESA) Phases I and II

The objective of this task is to complete the Phase I Environmental Site Assessment work and coordinate relevant activities.

The Consultant will be responsible for the following:

1. Review existing environmental documentation on the Project.
2. The Consultant's paper search will include, but not be limited to, regulatory agency files including, but not limited to: Minnesota Pollution Control Agency (MPCA) spill sites, Underground Storage Tank (UST) sites, above ground storage tank (AST) sites, UST and AST Leak sites, Voluntary Investigation and Cleanup Program (VIC) sites, Minnesota Department of Agriculture (MDA) Voluntary Investigation and Cleanup (AgVIC) sites, Resource Conservation and Recovery Act (RCRA) sites, Minnesota Environmental Response and Liability Act (MERLA) sites and Superfund sites), Sanborn fire insurance maps, city and

county files, Minnesota Geological Survey (MGS) files, County Well Index (CWI) files, and historic maps and air photos.

3. Consultant's interviews will include, but not be limited to: city and county staff, neighbors/tenants (past and present)/owners (past and present) of properties within the Project area.
4. The Consultant will complete a reconnaissance of the Project area which will include, at minimum, a drive-by review, with a walk-by review completed where needed for detailed site inspection, and an on-site review completed where feasible (i.e. at public-access properties such as retail businesses).
5. If the Phase I identifies any reported contamination sites (Leaking Underground Storage Tank (LUST) sites within a 500-foot buffer of the LPA, VIC sites, RCRA or MERLA sites) for which there exists an MPCA/MDA project file, Consultant will inform RCRRA's Project Manager. Consultant and RCRRA's Project Manager will determine which MPCA/MDA files should be reviewed to obtain more detailed information about the magnitude and extent of contamination at each site, and the status of the site, for inclusion in the Phase I report. To complete this task, the Consultant may find the MPCA's online "What's in my Neighborhood?" mapping tool useful.
6. The Consultant will rank/classify all identified sites within the project area described above as having high, medium or low potential for contamination, and will document how and why the types of sites identified in the project area are given these rankings/classifications. Each site will be ranked based solely on the site's potential for contamination, and not on the site's location with respect to the proposed BRT construction limits. High potential for contamination sites include all active and inactive VIC and MERLA sites, all active and inactive dump sites, and all active LUST sites. Medium potential for contamination sites include all closed LUST sites, all sites with underground storage tanks (USTs) or above-ground storage tanks (ASTs), and all sites with vehicle repair activities. All low potential for contamination sites will include hazardous waste generators and possibly some farmsteads and residences. Consultant will obtain approval from RCRRA Project Manager for ranking of any types of sites not included in this summary.

CONSULTANT DELIVERABLES:

- Prepare and submit monthly project status reports. Reports shall be included with the monthly payment request for the duration of the contract. Reports shall cover, as a minimum:
 - Significant problems/constraints affecting progress.
 - General outlook for progress of project.

- Need for special instructions or assistance from RCRRA, Metropolitan Council or other organizations.
- Submit a draft and final report which lists all known or potential contaminated properties on or adjacent to the Project LPA. The final report shall be submitted within two weeks of receiving comments on the draft report. The final report shall be signed by an Environmental Professional (EP) and at a minimum include:
 - Executive summary of the results of the Phase I.
 - A declaration that the assessment was conducted in accordance with the most current industry standards.
 - A declaration that the preparer of the report meets the definition of an EP.
 - A declaration that the Phase I ESA is being completed on behalf of RCRRA and the Minnesota Department of Transportation (MnDOT).
 - Summary of all project preparation and data collection activities undertaken by Consultant to complete the Phase I.
 - The rank/classification of the properties (high, medium, low potential for contamination).
 - The reason each property is known or suspected to be contaminated.
 - A summary of all project preparation and data collection activities undertaken by the Consultant to complete the Phase I work.
 - A detailed one-page summary for each property that provides location information, reasons for the ranking, potential for additional appropriate investigation, current use, historic information and regulatory information available for the property and a summary of regulatory file information available for the property.
 - Cross reference of site descriptions to the site locations identified on figures.
 - Pertinent information from the regulatory file review (figures showing boring and well locations and magnitude and extent of contamination, boring and well logs, headspace data, analytical data tables, regulatory correspondence/closure letters), shall be cross referenced to the site numbers. Due to the potential number of pages of MPCA file review information this information may be saved to a CD.
 - Figures showing the exact location of each known or potentially contaminated property identified in the project area. The figures will

be no larger than 11x17. Each figure will contain an inset summary table describing the sites on the figure. Each figure will contain an inset index map showing where the area of the figure is located within the project limits. The figures will be cross-referenced to the site descriptions.

- Comments on data gaps that affect ability to identify recognized environmental conditions (REC). Including identification of sources used to address data gaps.
- Supporting documentation and qualifications of EP and qualifications of the personnel conducting the site reconnaissance and interviews if not conducted by EP.
- A references section.
- EP statement as required by Federal Rules and Regulations 40 CFR 312.21(d).

The final Phase I Environmental Site Assessment report should be submitted within nine months of the Notice-to-Proceed. If the Phase I ESA work concludes that any Phase II ESA work needs to be performed, the Consultant will complete this work and provide it to RCRRA and the PMC as it becomes available.

Circulation/Coordination of Preliminary Draft Environmental Assessment

The Consultant will circulate the preliminary draft EA to pertinent agencies and incorporate submitted comments into the preliminary draft. Once the local agencies have reviewed the document, the Consultant will coordinate FTA's review and incorporate comments. It should be assumed that FTA will perform a chapter by chapter review and have two rounds of technical review and two rounds of legal reviews. The Consultant will be responsible for tracking and incorporating all comments.

Coordination of Public Comment for Environmental Assessment

The Consultant will distribute the draft EA to the public for a minimum of 30 days (45 days for 4[f] issues), in compliance with federal law. Following the public comment period, the consultant will prepare a memorandum identifying the comments that must be addressed and the level of detail of the required analysis. A tracking document with responses to all comments is required. This work will provide the procedural support necessary to complete the federal and state environmental process necessary to obtain a Finding of No Significant Impact (FONSI).

As identified in the Community and Public Engagement Task, the Consultant team will be responsible for planning and participating in any public meetings required to obtain public comments as a part of the federal or state process to obtain public comments.

Secure FONSI and MEPA Finding of Facts and Conclusions

The expected outcome of the EA is a FONSI. If this is the outcome, the Consultant will be responsible for preparing the FONSI document. The Consultant will prepare a FONSI that:

- Recommends an alternative for implementation.
- Summarizes all environmental impacts with the project including a statement of findings on all relevant impact categories.
- Summarizes the results of agency and public coordination and documents the results of the public meeting and public hearings.
- Summarizes the comments to mitigation measures intended to reduce impacts to acceptable levels (if any).

The completed FONSI will be attached to the final EA and submitted with a cover letter to FTA for approval and signature. After the FONSI submission, the Consultant will work with RCRRA, the Metropolitan Council and FTA to finalize all work and documentation.

To comply with MEPA, the Consultant will prepare a Findings of Facts and Conclusions document.

2(b) 6 Preliminary Engineering

Preliminary engineering reaching an approximately 15% level of design will be undertaken to support the environmental review process. Certain points along the Rush Line BRT alignment may require a level of design greater than 15% due to particularly challenging technical issues or a desire for an advanced design in order to address the concerns of local project partners.

These activities are to be consistent with acceptable engineering and design practices and will be completed using the required levels of quality, knowledge, and diligence in providing the professional services required to produce the deliverables.

The Consultant shall bring the necessary design expertise to the project team to support RCRRA in identifying public input opportunities and in engaging stakeholders to solicit design ideas for Project stations, streetscape, co-location with the Bruce Vento Trail and other design elements. These ideas will be incorporated into Preliminary Engineering (PE) design development (for example, for station design and architectural features).

The process of design is a progressive refinement and detailing of the evolving designs and their representation in a format that can be used in contract documents. The fundamental objectives of the PE program are to:

- Seek stakeholder local approval on PE plans of the project;
- Develop the design sufficiently to support environmental documentation for the EA; and
- Complete and provide at least 15% PE plans and specifications.

CONSULTANT DELIVERABLES:

Specifically, the PE effort will:

1. Establish procedures and criteria for the production of technical analysis reports, designs, drawings, specifications, and other planning and design goals established by RCRRA and the PMC.
2. Develop baseline mapping for existing right-of-way of the Project corridor indicating all elements such as cross streets, intersections, setbacks, easements, fire hydrants, utilities, bus shelters and other amenities, light poles (and guy wires), sign poles, signal poles, inlet boxes, sidewalks, crosswalks, curb cuts, develop relocation plans as necessary for the above and for utility relocation and protection (as necessary) (including required property rights) to clear the bus lanes and stations for construction, and identify new utility services necessary to provide electrical and communication services to the Project stations, transitway and traffic signals.
3. Establish the basis of design that governs the development of specific designs of facilities and systems by defining, adopting or developing current conditions of the proposed site of the Project facilities
4. Provide preliminary designs and documentation requirements that form the basis for the environmental documentation.
5. Coordinate periodic and special reviews of planning and preliminary design tasks and documentation.
6. Refine the conceptual design by defining the initial design assumptions and identifying unknown parameters.
7. Provide design quality assurance procedures that ensure coordination, interface, and consistency between the design components.
8. Ensure effective interface between design development and affected neighborhoods, agencies, organizations, and interest groups.
9. In addition to assisting soliciting stakeholder and community input for design ideas for the Project stations (such as architectural and streetscape features) and implementing those ideas in the PE design, the Consultant will develop and facilitate a design meeting with each City along the corridor. This approach can be tailored to have more than one city meet at the same time to facilitate the design near city boundaries. The Consultant will be responsible for preparing materials and a staffing plan, and documenting the proceedings and outcomes.
10. Support preliminary design decisions with surveys and investigations, identification of above and below ground utilities and other analyses, evaluations, and studies as required.
11. Ensure that designs conform to Minnesota Pollution Control Agency (MPCA) and the United States Army Corp of Engineers (USACE) requirements for addressing storm water and surface water management, including necessary wetland mitigation.
12. Provide support for seeking approval of the preliminary design plans including

support for public hearings and approvals by the local agencies (Cities of St. Paul, Maplewood, Gem Lake, Vadnais Heights, White Bear Lake, White Bear Township, and Ramsey County). Local approval is not required of BRT projects but the Consultant will help the project team design a process that is similar to that of the statutorily defined local approval process for Light Rail Transit projects and to help the project partners determine the optimal timing for local approvals. For example, whether it should occur during the environmental phase at 15% engineering or during the subsequent PD phase once the design has progressed closer to 30% engineering.

13. Analyze existing and future pedestrian and trail systems along the corridor, incorporate pedestrian and bicycle connections into the design, and consider safety aspects (i.e., fencing) that may need to be added in various sections of the corridor for pedestrians and bicycles. Also consider impacts to adjacent commercial, institutional and residential properties in design.
14. Apply current Interstate, Trunk Highway, County State Aid Highway, Municipal State Aid Street and local street standards where the project impacts roadways along the alignment Apply AREMA and other railroad standards where the project impacts railways and coordinate design reviews with host railroads. The Consultant, in cooperation with the RCRRA and the PMC, will coordinate design reviews for all planned bridges and reviews of any studies on existing bridges with MnDOT's Bridge Office and with FHWA if applicable. The Consultant will also coordinate design review for impacts to local jurisdiction (city, county, or MnDOT) roadways.
15. Conduct and update as required, cost estimates and Basis of Estimate reports on all elements of the project. Each cost estimate shall include a Basis of Estimate report which outlines the drawings and/or specifications used in developing the quantities, other assumptions made, particularly those related to third party input, any other sources of input received, the major uncertainties identified, the schedule and timing assumptions made, and how all allowances contained in the guidelines have been incorporated.
16. The Consultant will be required to assist the RCRRA and the PMC in the MnDOT layout approval process in areas impacting the Trunk Highway system.
17. Where determined appropriate for buildings or facilities, those buildings or facilities shall be in conformance with the State of Minnesota B3 Guidelines for meeting sustainability goals.

Oversight Responsibility

RCRRA, using the technical expertise of the Consultant and PMC, is responsible for the management and oversight of all PE activities carried out by any Investigators/Designers. Unless a specific area of professional services/design expertise is identified in the Plan of Work that the RCRRA determines would be advantageous for a separate professional services/design contract, the Consultant shall perform all PE professional services/design activities listed above. This will include surveys and investigations, studies, preliminary engineering for facilities and systems, and the preparation of Preliminary Design plans and 15% PE plans and specifications.

In the event that the RCRRA determines that it would be advantageous for a separate professional services/design contract to be awarded, the Consultant shall assist RCRRA in developing the contract requirements.

Design Criteria

The Consultant shall prepare a manual, Rush Line Bus Rapid Transit Design Criteria, to establish design criteria to be used for the various design elements. The Consultant shall work with RCRRA staff to review the proposed Design Criteria draft, and incorporate RCRRA comments into final design criteria. This work will be completed, submitted to RCRRA, and approved, as soon as possible after the initial limited Notice-To-Proceed to allow for its use during subsequent design activity.

Visual Quality

Visual quality for the Project will be established in collaboration with the Cities, the State Bridge Office Architectural Specialist, the State Landscape Architectural Unit, RCRRA and select stakeholders. The Consultant shall assist RCRRA in coordinating aesthetic planning to provide consistency and compatibility with the Project. The visual quality should be coordinated between the bridges and other structures.

The Consultant shall provide the necessary graphics, figures, etc., to present the various aspects of the Project.

2(b) 7 Topographical Mapping and Survey

The Consultant will review mapping available from Ramsey County and corridor cities to determine additional coverage needed for the Project. The Consultant will perform aerial mapping and associated survey control to support engineering and environmental work for the Project. This task shall be performed before trees fully "leaf out" in the Spring of 2018.

CONSULTANT DELIVERABLES:

- Ground control survey and computations
- Digital aerial imagery
- LiDAR data

2(b) 8 Station Area Planning

Station area planning is an important component of the next phase of the Project. The Consultant should prepare a plan to determine how to complete station area planning in such a way that design and engineering reflect station area plans, and how to maintain station area planning as a priority throughout the contract period.

In the first six months of the contract period, station area planning work will focus on identifying the best locations for station platforms and guideway, and other specifications related to station placement and the immediate station areas. These

details are needed to inform design, engineering and environmental work that will be performed later in the contract period. After the initial six month, station area planning can focus on elements further from the station platforms.

To engage stakeholders in station area planning, the Consultant should use existing project committee structures when feasible. Public engagement related to station area planning should be included as part of the Consultant's overall engagement approach, and the Consultant should budget for meetings tailored to specific stations or municipalities with stakeholders such as city staff, resident groups and key business owners.

The purpose of station area planning for the Project is to coordinate planning and policy development along the BRT alignment to enhance opportunities for land use integration that stimulates economic development, improves ridership and improves the project's economic development rating for the FTA's New Starts Program. Work completed for this task by the Consultant will need to be performed in collaboration with RCRRA, the Metropolitan Council, MnDOT and six local municipalities and shall include the following:

Station Area Visioning and Development of Station-Specific Strategies

- Define station-specific strategies that:
 - Create housing for a diverse range of household types and incomes
 - Create new opportunities for employment and commercial use that support new and existing neighborhoods and provide an opportunity to create destination stations along this segment of the alignment.
 - Enhance and link surrounding neighborhoods to the station area and transit friendly development
 - Create desirable urban places that promote private investment and enhance transit ridership
 - Incorporate existing neighborhood plans to the greatest extent possible without compromising transit friendly design
 - Identify opportunities for public-private partnerships to complete transit oriented development
 - Identify opportunities for joint use projects
 - Aim to break ground on certain development projects before the start of Rush Line revenue service
 - Consider both short-term and long-term redevelopment opportunities
 - Estimate the tax benefit of different development scenarios in relation to infrastructure costs needed to support new development

Market Assessment

- Complete the appropriate level of market analysis to determine the ability of a station area to support the development envisioned as part of the station vision. The Consultant should propose the appropriate level of analysis and options for

how to proceed with station areas should the envisioned development not be supported by the market analysis. This may include, but not be limited to, changes in the envisioned development, public-private partnerships, financial incentives, and etc.

Housing, Employment, and Education Gap Assessment

- An assessment of existing housing types, employment, and education institutions should be performed to identify gaps along the entire Project alignment. The intent of this task is to identify where there is a mismatch, defined as a discrepancy between supply and demand, between housing, employment, and education for the existing and future demographics of the Project area. Methods on ways cities can proactively plan to close these gaps, with transit as an aid to access, should be developed. Special attention should be paid to the accessibility gaps identified in the regional plan, Thrive MSP 2040, between racially concentrated areas of poverty and employment and education.

Circulation and Infrastructure Plans

- Analysis of connections between modes at each station, including bus transfers, bicycling, walking, accessibility needs, and driving. The analysis will consider how users will navigate between the transitway and other bus service. The analysis will use pedestrian and bicycle audits to evaluate the environment, inventory of wayfinding signs, sidewalk conditions, and intersection crossings. Some areas will require a deeper look into the quality and maintenance needs for existing sidewalks, and identify difficult or unsafe pedestrian crossing points; in addition to identifying potential new bike and pedestrian connections.
- Identification of an infrastructure strategy that supports both existing development and future development. (For example, could the sewer system handle a 10 story office building if it is a potential short-term development?) Infrastructure could include, but is not limited to: utilities, storm water facilities, sewer, water, sidewalks, trails, roads, wayfinding, and lighting.

Conceptual Station Area Plans

- Determine the appropriate type and intensity of transit oriented development (infill, redevelopment, or greenfield development) in conjunction with, adjacent to, and within a ½ mile radius of each station. This work will include the design of conceptual street and block plans for development around the station areas, identification of safe and efficient station access for all modes, and identification of ways to transition between the existing neighborhoods and the new transit oriented development located in and around the station.
- Determine the availability of property for development and/or redevelopment.
- Estimate station specific transit oriented development parking demand, and evaluation of parking management strategies, including, but not limited to: priced parking, residential/employee permit programs, use of shared parking, parking

benefit districts, in-lieu parking fees, bicycle and pedestrian amenities, reduced parking requirements and/or maximum parking requirements, and the use of new technologies.

- Develop parking policy, land use and zoning change recommendations based on the conceptual station area plans for each community.

Station Area Health Impacts Evaluation

- Conduct a health impacts evaluation around the proposed Rush Line BRT stations that includes an identification of health indicators potentially affected by the project, an analysis of the potential impact of the project on health indicators based on scientific literature, an assessment of community concerns, and suggested measures to be adopted to offset identified negative health impacts.

The Consultant will be expected to involve the municipalities directly in the station planning efforts, this may include one-on-one interviews with key municipality staff, committee members or elected officials. Cities must be given the opportunity to review and comment on study findings related to stations under their jurisdiction.

The Consultant should look at ways to use existing project advisory committees and communication and public engagement efforts to seek input on the various station area planning work products. It is expected that the station area planning work will begin early in the process to inform the area of potential effect for environmental work and to ensure that station sites and other project elements are properly placed before detailed engineering and environmental analysis work begins to avoid costly changes later on.

CONSULTANT DELIVERABLES:

- Within six months of the notice-to-proceed, a technical memorandum providing a framework for platform locations at all new and enhanced Rush Line BRT stations.
- A technical memorandum detailing the methodology used to complete the market analysis, the results, and any interventions needed to achieve the envisioned development at stations.
- A technical memorandum for each station area that identifies a station vision, strategies, transit oriented development impacts, the process for how the vision can be achieved and an overview of the specific tools and strategies available to implement TOD at the station areas.
- A Housing, Employment, and Education Gap Assessment for the entire Project area.
- Conceptual station area plans and circulation and infrastructure plans with community support of each station's vision so that the necessary comprehensive plan and zoning changes to implement the station area plans can proceed in a timely manner by the local municipalities following the completion of the analysis.
- Health Impact Evaluations corresponding to each proposed station.

2(b) 9 RCRRA Right of Way Master Plan

A large portion of the Project alignment runs within right of way owned by the RCRRA. The former railroad right of way is between 70-100 feet wide. The 12-foot wide Bruce Vento Trail runs down the center of the RCRRA right of way and will need to be relocated within the RCRRA ROW to accommodate the dedicated guideway and station facilities. There is a strong desire to minimize impacts to existing native foliage, mitigate impacts to surrounding residential, institutional and business properties and preserve the trail as a recreational amenity.

The Consultant will develop preliminary plans for the future of the Bruce Vento Trail segment of the Project area.

CONSULTANT DELIBERABLES:

- A tree inventory plan and preservation plan that incorporates each tree's location and characteristics.
- A landscaping plan, accompanied by sketches and renderings that proposes possible landscaping options for the segment.
- A lighting plan that proposes possible strategies for ensuring adequate lighting within the segment.
- A trail plan that proposes options for trail design and where to locate the trail in relation to the bus guideway including locations and design of safe crossings at stations and other locations along the BRT Alignment.
- The Master Plan should address maintenance and ownership of the trail, and strategies to minimize construction impacts.

2(b) 10 Bus Network Service Planning

The Consultant will refine several dimensions of the Project related to transit service development. The Consultant is expected to collaborate with Metro Transit on the following three issues:

1. Use of guideway by other bus routes – The PPD Study identified Metro Transit routes that may benefit from using the Rush Line BRT guideway. Additional analysis and coordination with Metro Transit will be required to determine which routes may ultimately use the guideway, how shared use will affect overall design and operations, and how it may affect FTA New Starts Program competitiveness.
2. Park-and-ride sizing and locations – New park-and-ride locations have been identified at Highway 36 and in the vicinity of downtown White Bear Lake. Additional capacity may be needed at the Maplewood Mall Transit Center to accommodate demand. There is additional interest in pursuing a park-and-ride facility at the County Road E station to better serve the surrounding communities. In recommending park-and-ride sizing and locations, the Consultant will utilize Metro Transit's current regional park-and-ride demand model in conjunction with the regional travel demand model. The Urban Planning & Design group within

Metro Transit's Engineering & Facilities Department is expected to have technical oversight and approval of the Consultant's methodology and results along with the Planning Support group within the Metropolitan Council's Metropolitan Transportation Services division.

3. Connecting bus service – The PPD Study identified a conceptual plan for connecting bus service from White Bear Lake to Forest Lake and other bus service improvements. The primary intent of these services is to support the LPA and increase overall ridership. The feasibility and conceptual design of these routes will need to be further explored by the Consultant working with RCRRA and Metro Transit.

CONSULTANT DELIVERABLES:

Deliverables and supporting documentation for these tasks will be determined by RCRRA in consultation with Metro Transit, the Consultant, and the PMC.

2(b) 11 Capital and Operating Cost Estimate

The Consultant will update the current year and prepare a year of expenditure inflated capital cost estimate for the LPA based on any refinements that are made during the environmental review phase. At a minimum, the capital costs should include: guideway, stations and park and rides, vehicles, utilities, structures, Operations and Maintenance Facility, right-of-way, signals/communications, and contingencies. The capital cost estimates should utilize FTA New Starts Program guidance and templates.

The Consultant shall refine the operating cost estimates to reflect any changes in operating assumptions. The operating cost estimates should utilize FTA New Starts Program guidance and templates.

CONSULTANT DELIVERABLE:

Technical memorandum containing the methodology, capital cost and operating cost in the FTA Capital Investment Grant Program template format.

2(b) 12 FTA New Starts Evaluation and Project Development (PD) Draft Application

As the Project intends to qualify and compete for federal funding as a New Starts project under the FTA's New Starts Program, the Consultant will evaluate the Project based on FTA New Starts Project Justification Criteria such as mobility improvements, environmental benefits, congestion relief, economic development effects, land use, and cost-effectiveness and continuously update potential performance in these categories throughout the duration of the project. The Consultant should update ridership forecasts to reflect changes in travel demand modeling assumptions, operating and engineering refinements

Attachment A

The consultant will also prepare the draft application to enter the Project Development phase of the FTA New Starts Program upon completion of the anticipated EA and receipt of the FONSI. The Metropolitan Council in consultation with RCRRA will refine and ultimately submit the application to FTA.

CONSULTANT DELIVERABLES:

- Technical memorandum detailing methodology and results of evaluation of Rush Line project for FTA Capital Investment Grant Program funding.
- Memo detailed demand modeling for Project service, Park-and-Ride sizing and changes to the background bus network.
- Draft Application to enter Project Development.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2018-4

Committee: Regional Railroad Authority

Meeting Date: 1/23/2018

SUBJECT: Master Partnership Contract 1029758 with the State of Minnesota

REQUESTED ACTION

1. Approve a Master Partnership Contract with the State of Minnesota, acting through its Commissioner of Transportation, for the purchase of professional and technical supportive services.
2. Authorize the Chair to execute the Contract.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) leads, funds and participates in passenger rail and regional transitway projects in cooperation with many public and private partners including the Minnesota Department of Transportation (MnDOT).

As passenger rail and regional transitway projects advance further into their respective environmental and engineering phases, specialized professional and technical supportive services are needed from MnDOT that are beyond what would typically be provided as in-kind contributions during earlier phases.

These professional and technical services include by way of example, but are not limited to, completing Section 106 environmental review, as required by the National Environmental Policy Act, and engineering services for the portions of the corridors that impact the MnDOT Trunk Highway, Structures and Bridges.

A Master Partnership Contract with the State of Minnesota provides a framework for RCRRA to purchase professional and technical services from MnDOT. The Master Partnership Contract will establish terms that will govern all of the Work Orders subsequently issued under the authority of the contract. Work Orders will specify the work to be done, timeliness of completion and compensation.

FISCAL IMPACT

None.

COUNTY MANAGER COMMENTS

Ramsey County Regional Railroad Authority approval is required to enter into contracts or agreements over \$100,000.

PREVIOUS ACTION

None.

ATTACHMENTS

1. Draft Resolution
2. MnDOT Master Partnership Contract Number 1029758

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority leads, funds and participates in passenger rail and regional transitway projects in cooperation with many public and private partners including the Minnesota Department of Transportation; and

WHEREAS, As passenger rail and regional transitway projects advance further into their respective environmental and engineering phases a higher and more specialized level of professional and technical supportive services are needed from the Minnesota Department of Transportation beyond what is typically provided as in-kind contributions and

WHEREAS, These professional and technical supportive services include by way of example, but are not limited to, completing Section 106 environmental review, as required by the National Environmental Policy Act, and engineering services for the portions of the corridors that impact Minnesota Department of Transportation Trunk Highway, Structures and Bridges; and

WHEREAS, A Master Partnership Contract with the State of Minnesota provides a framework for the Ramsey County Regional Railroad Authority to purchase professional and technical supportive services from the Minnesota Department of Transportation; and

WHEREAS, Professional and technical supportive services are needed from the Minnesota Department of Transportation to advance passenger rail and regional transitway projects including, but not limited to, the Rush Line Bus Rapid Transit Project and the Riverview Corridor through the environmental and preliminary engineering phases; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to approve a Master Partnership Contract with the State of Minnesota, acting through its Commissioner of Transportation, for the purchase of professional and technical supportive services.

**STATE OF MINNESOTA
AND
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation, in this contract referred to as the "State" and the Ramsey County Regional Railroad Authority (a political subdivision of the State of Minnesota), located at: Union Depot, 214 4th Street, St. Paul, MN 55101, in this contract referred to as the "Local Government."

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
3. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a "Work Order" contracts.
4. After the execution of this MPC, the parties may (but are not required to) enter into "Work Order" contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
5. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Master Partnership Contract

1. Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms

- 1.1. **Effective Date:** This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.
- 1.2. A party must not accept work under this Contract until it is fully executed.
- 1.3. **Expiration Date.** This Contract will expire on June 30, 2022.
- 1.4. **Exhibits.** Exhibit A is attached and incorporated into this agreement.
- 1.5. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement, except for Technical Services provided by the State to the Local Government as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully executed. The terms of this MPC will apply to all work orders contracts issued, unless

specifically varied in the work order. The Local Government understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

- 1.6. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.7. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.8. **Definition of "Providing Party" and "Requesting Party".** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. "Requesting Party" is defined as the party requesting the other party to perform work under a work order contract. "Providing Party" is defined as the party performing the scope of work under a work order contract.

2. Technical Services

- 2.1. **Technical Services** include repetitive low-cost services routinely performed by the State for the Local Government. These services may be performed by the State for the Local Government without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
 - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract.
- 2.2. The Local Government may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Local Government if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State's normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Local Government the State's then-current rate for performing the Technical Services. The then-current rate may include the State's normal and customary additives. The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring A Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services "means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task." Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example

and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
- 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
- 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.
- 4.1.3. If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Local Government to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention

of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.

- 5.4. The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.

- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this MPC will not exceed \$1,000,000.00.

- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

7.4. Payment.

- 7.4.1. **Generally.** The **Requesting Party** will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.

- 7.4.2. **Payment by the Local Government.**

- 7.4.2.1. The Local Government will make payment to the order of the Commissioner of Transportation.

- 7.4.2.2. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.**

- 7.4.2.3. Remit payment to the address below:

MnDOT
Attn: Cash Accounting

RE: MnDOT Contract Number ##### and Invoice Number #####
(See note in 7.4.2.2. above.)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

7.4.3. Payment by the State.

- 7.4.3.1. *Generally.* The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
- 7.4.3.2. *Retainage for Professional and Technical Services.* For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

8. Conditions of Payment

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and regulations. The Providing Party will not receive payment for work found by the Requesting Party to be unsatisfactory or performed in violation of federal or state law.

9. Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts

- 9.1. The Local Government's Authorized Representative for administering this master contract is the Local Government's Engineer, and the Engineer has the responsibility to monitor the Local Government's performance. The Local Government's Authorized Representative is also authorized to execute work order contracts on behalf of the Local Government without approval of each proposed work order contract by its governing body.
- 9.2. The Local Government's Project Manager will be identified in each work order contract.

10. State's Authorized Representative and Project Manager

- 10.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 10.2. The State's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. *Assignment.* Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. *Amendments.* Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Local Government. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability.

Each party will be responsible for its own acts and omissions to the extent provided by law. The Local Government's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

13. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

14. Government Data Practices and Intellectual Property

- 14.1. **Government Data Practices.** The Local Government and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.

14.2. Intellectual Property Rights

- 14.2.1. **Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. 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, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any 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 Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. 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." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute

all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. *Obligations with Respect to Intellectual Property.*

14.2.2.1. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

14.2.2.2. *Representation.* The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. **Affirmative Action**

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

15.1. ***Covered Contracts and Contractors.*** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

15.2. ***Minn. Stat. § 363A.36.*** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

15.3. ***Minn. R. Parts 5000.3400-5000.3600.***

15.3.1. ***General.*** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

15.3.2. *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers:

- 15.3.2.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 15.3.2.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 15.3.2.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- 15.3.2.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

15.3.3. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. **Workers' Compensation**

Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. **Publicity**

17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Local Government individually or jointly with others, or any

subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

- 17.2. **Data Practices Act.** Section 17.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

18. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. Prompt Payment; Payment to Subcontractors

The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Local Government lets a contract for work pursuant to any work order, the Local Government must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Local Government for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. **Minn. Stat. § 181.59.** The Local Government will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. Termination; Suspension

- 21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. **Termination by the Local Government for Convenience.** The Local Government may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will

not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

If any lawsuit or claim is filed by a third party (including but not limited to the Local Government's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Local Government will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Local Government will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Local Government will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Local Government, and will not be bound by the terms of any settlement entered into by the Local Government except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

[The balance of this page has intentionally been left blank – signature page follows]

MnDOT Contract Number: 1029758

LOCAL GOVERNMENT

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable ordinance, resolution, or charter provision.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____
(with delegated authority)
Title: Assistant Commissioner or
Assistant Division Director
Date: _____

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____
Date: _____

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2018-7

Committee: Regional Railroad Authority

Meeting Date: 1/23/2018

SUBJECT: Rush Line Bus Rapid Transit Project Professional and Technical Supportive Services from Minnesota Department of Transportation

REQUESTED ACTION

1. Accept and approve the use of a project budget for the Rush Line Bus Rapid Transit Project Professional and Technical Supportive Services in an amount not-to-exceed \$750,000.
2. Authorize the use of Ramsey County Regional Railroad Authority fund balance in an amount not-to-exceed \$750,000 for the Rush Line Bus Rapid Transit Project Professional and Technical Supportive Services.
3. Approve the purchase of up to \$750,000 in professional and technical supportive services for the Rush Line Bus Rapid Transit Project from the Minnesota Department of Transportation through Master Partnership Contract 1029758.
4. Authorize the County Manager to issue solicitations in accordance with the County's procurement policies and procedures, enter into agreements and contracts, and execute change orders and amendments to agreements and contracts provided the amounts are within the limits of the grant funding.
5. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) leads, funds and participates in passenger rail and regional transitway projects in cooperation with many public and private partners including the Minnesota Department of Transportation (MnDOT).

As passenger rail and regional transitway projects advance further into their respective environmental and engineering phases, specialized professional and technical supportive services are needed from MnDOT that are beyond what would typically be provided as in-kind contributions during earlier phases. The approval of the Master Partnership Contract 1029758 with the State of Minnesota on January 23, 2018 provides a framework for RCRRA to purchase these services.

During 2018 and 2019, the Rush Line Bus Rapid Transit (BRT) Project will be in the Environmental Analysis Phase and will require professional and technical supportive services from MnDOT. Below is the proposed project budget:

**Rush Line BRT Project
Professional/Technical Supportive Services Project Budget (2018-2019)**

Source of Funds:

RCRRA Fund Balance	\$750,000
Total	\$750,000

Use of Funds:

Engineering	\$500,000
Environmental	\$250,000
Total	\$750,000

Rush Line Bus Rapid Transit Project Professional and Technical Supportive Services from Minnesot

FISCAL IMPACT

Sufficient funds exist in the Ramsey County Regional Railroad Authority Fund Balance to finance the Rush Line Bus Rapid Transit Project Professional and Technical Supportive Services.

COUNTY MANAGER COMMENTS

Ramsey County Regional Railroad Authority approval is required to enter into contracts or agreements over \$100,000.

PREVIOUS ACTION

None.

ATTACHMENTS

1. Draft Resolution

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority leads, funds and participates in passenger rail and regional transitway projects in cooperation with many public and private partners including the Minnesota Department of Transportation; and

WHEREAS, As passenger rail and regional transitway projects advance further into their respective environmental and engineering phases a higher and more specialized level of professional and technical supportive services are needed from the Minnesota Department of Transportation beyond what is typically provided as in-kind contributions; and

WHEREAS, Approval by the Ramsey County Regional Railroad Authority of the Master Partnership Contract 1029758 with the State of Minnesota on January 23, 2018 provides a framework for the Ramsey County Regional Railroad Authority to purchase professional and technical supportive services from the Minnesota Department of Transportation; and

WHEREAS, During 2018 and 2019, the Rush Line Bus Rapid Transit Project will be in the Environmental Analysis Phase and will require professional and technical supportive services from the Minnesota Department of Transportation; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority accepts and approves the use of a project budget for the Rush Line Bus Rapid Transit Project Professional and Technical Supportive Services in an amount not-to-exceed \$750,000; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the use of the Ramsey County Regional Railroad Authority fund balance in an amount not-to-exceed \$750,000 for the Rush Line Bus Rapid Transit Project Professional and Technical Supportive Services; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority approves the purchase of up to \$750,000 in professional and technical supportive services for the Rush Line Bus Rapid Transit Project from the Minnesota Department of Transportation through Master Partnership Contract 1029758; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to issue solicitations in accordance with the County's procurement policies and procedures, enter into agreements and contracts, and execute change orders and amendments to agreements and contracts provided the amounts are within the limits of the grant funding; 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.