



Ramsey County Regional Railroad Authority.
Records.

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Tuesday, February 27, 2018

The Ramsey County Regional Railroad Authority met in regular session at 9:44 a.m. with the following members present: Carter, Huffman, McGuire, Reinhardt, Rettman, and Chair-Ortega. Absent: McDonough. Also present were Julie Kleinschmidt, County Manager, and Jeff Stephenson, Civil Division Director, County Attorney's Office.

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 February 27, 2018 is 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			

3. Minutes from January 23, 2018 are Presented for Approval

VOTING

Motion by: Janice Rettman

Second by: Blake Huffman

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

4. Presentation on the 2018 Transitway Impact Research Program – presented by both Professor Jason Chao and Research Fellow Andrew Guthrie from the Humphrey School of Public Affairs.
(Discussion can be found on archived video)

5. Transitway Impact Research Program 2018 Funding Request (R2018-11)

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			

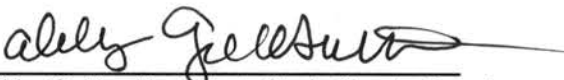
WHEREAS, The Ramsey County Regional Railroad Authority and other railroad authorities and the University of Minnesota have supported research initiatives to study the economic and community impacts of transitway projects through the Transitway Impacts Research Program; and

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

RESOLVED, The Ramsey County Regional Railroad Authority approves the expenditure of \$25,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impacts Research Program for 2018.

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

7. ADJOURNMENT – Chair Ortega declared the meeting adjourned at 10:16 a.m.


Abby Goldsmith, Deputy Clerk, County Board

Regional Railroad Authority Meeting
February 27, 2018 – ROLL CALL

Call to Order: 9:44 AM

1. ATTENDANCE ROLL CALL

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

2. Agenda of February 27, 2018 is presented for approval

Moved: Carter Seconded: Reinhardt

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

3. Minutes from January 23, 2018 are presented for approval

Moved: Rettman Seconded: Huffman

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

PRESENTATION

4. Presentation on the 2018 Transitway Impact Research Program

Moved:

Seconded:

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

[Presented by Jason Cao.
and Andrew Guthrie.]

ADMINISTRATIVE ITEM

5. Transitway Impact Research Program 2018 Funding Request

Moved: *Reinhardt*

Seconded: *Carter*

	YEA	NAY	ABSENT
Blake Huffman	☒	☐	☐
Jim McDonough	☐	☐	☐
Mary Jo McGuire	☒	☐	☐
Victoria Reinhardt 1	☒	☐	☐
Janice Rettman	☒	☐	☐
Toni Carter 2	☒	☐	☐
Rafael Ortega	☒	☐	☐

6. CORRIDOR UPDATES

7. ADJOURNMENT

Meeting adjourned at 10:06 am.

RAMSEY COUNTY
Regional Railroad Authority

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

AGENDA

Tuesday, February 27, 2018

Immediately following the County Board Meeting

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

-
1. **ROLL CALL**
 2. **R2018-11 Agenda of February 27, 2018 for Approval**
Approve the agenda of February 27, 2018.
'original' for RRA files
 3. **R2018-12 Minutes from January 23, 2018 are Presented for Approval**
Approve the Minutes from January 23, 2018.

PRESENTATION

4. **R2018-8 Presentation on the 2018 Transitway Impact Research Program**
None. For information and discussion only.

ADMINISTRATIVE ITEM

5. **R2018-9 Transitway Impact Research Program 2018 Funding Request**
Approve the expenditure of \$25,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impact Research Program for 2018.
6. **CORRIDOR UPDATES**
7. **ADJOURNMENT**



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

AGENDA

Tuesday, February 27, 2018
Immediately following the County Board Meeting

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

1. **ROLL CALL**

2. **R2018-11 Agenda of February 27, 2018 is Presented for Approval**
Approve the agenda of February 27, 2018.

3. **R2018-12 Minutes from January 23, 2018 are Presented for Approval**
Approve the Minutes from January 23, 2018.

PRESENTATION

4. **R2018-8 Presentation on the 2018 Transitway Impact Research Program**
None. For information and discussion only.

ADMINISTRATIVE ITEM

5. **R2018-9 Transitway Impact Research Program 2018 Funding Request**
Approve the expenditure of \$25,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impact Research Program for 2018.

6. **CORRIDOR UPDATES**

7. **ADJOURNMENT**

**REQUEST FOR ACTION
RAMSEY COUNTY BOARD OF COMMISSIONERS**

Requesting Department: Regional Railroad Authority

R2018-11

Committee: Regional Railroad Authority

Meeting Date: 2/27/2018

SUBJECT: Agenda of February 27, 2018 is Presented for Approval

REQUESTED ACTION

Approve the agenda of February 27, 2018.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2018-12

Committee: Regional Railroad Authority

Meeting Date: 2/27/2018

SUBJECT: Minutes from January 23, 2018 are Presented for Approval

REQUESTED ACTION

Approve the Minutes from January 23, 2018.

ATTACHMENTS

1. January 23, 2018 Minutes

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2018-8

Committee: Regional Railroad Authority

Meeting Date: 2/27/2018

SUBJECT: Presentation on the 2018 Transitway Impact Research Program

REQUESTED ACTION

None. For information and discussion only.

EXECUTIVE SUMMARY

Jason Cao, Professor at the Humphrey School of Public Affairs, and Andrew Guthrie, Research Fellow at the Humphrey School of Public Affairs, will present to Ramsey County Regional Railroad Authority a brief update on the following Transitway Impact Research Program research projects:

- Those Who Need It Most: Maximizing Transit Accessibility and Removing Barriers to Employment in Racially Concentrated Areas of Poverty
- Walking Tolerance to Park-and-Ride Stations

FISCAL IMPACT

None.

COUNTY MANAGER COMMENTS

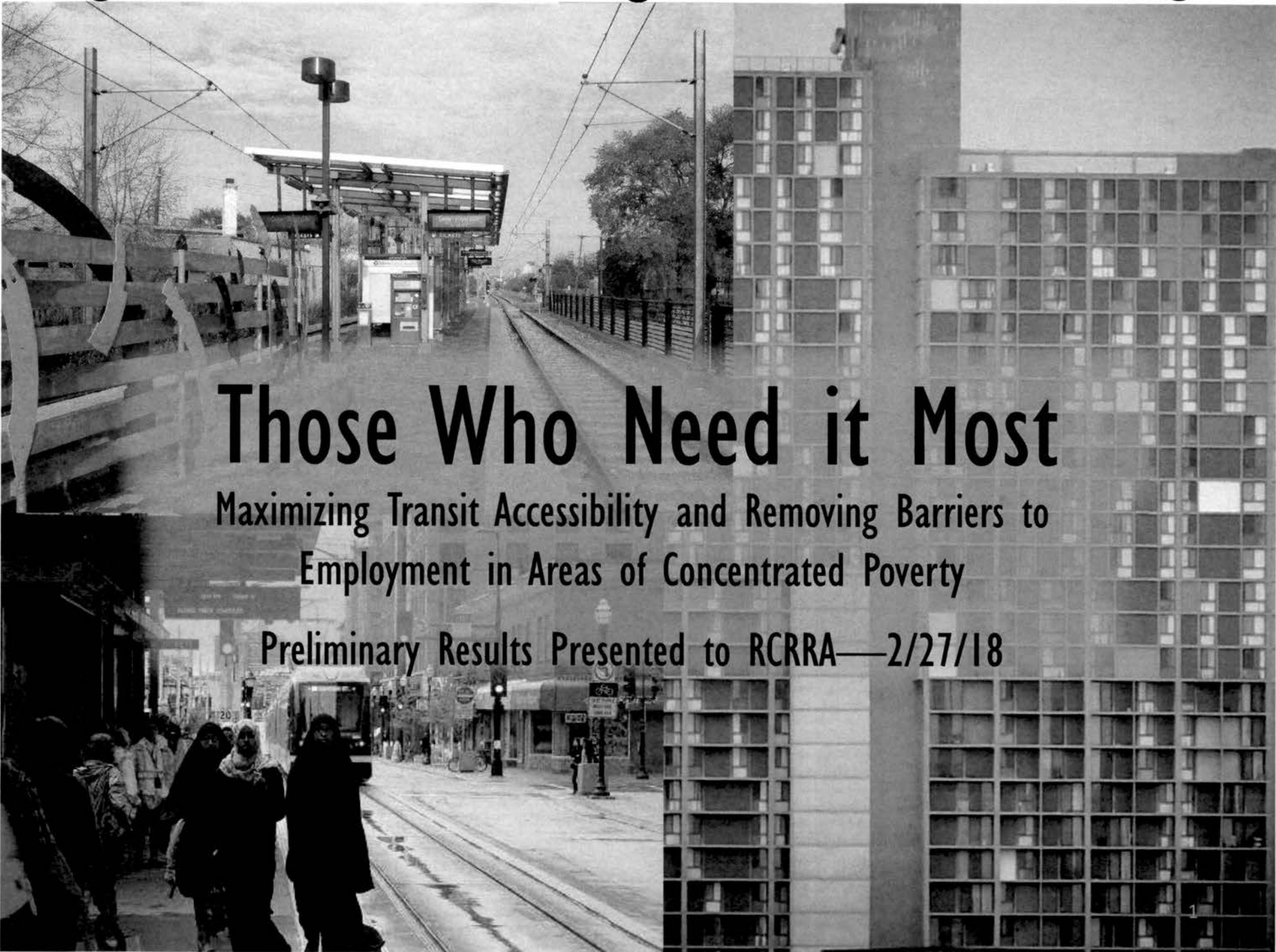
None.

PREVIOUS ACTION

None.

ATTACHMENTS

1. Presentation: Those Who Need It Most

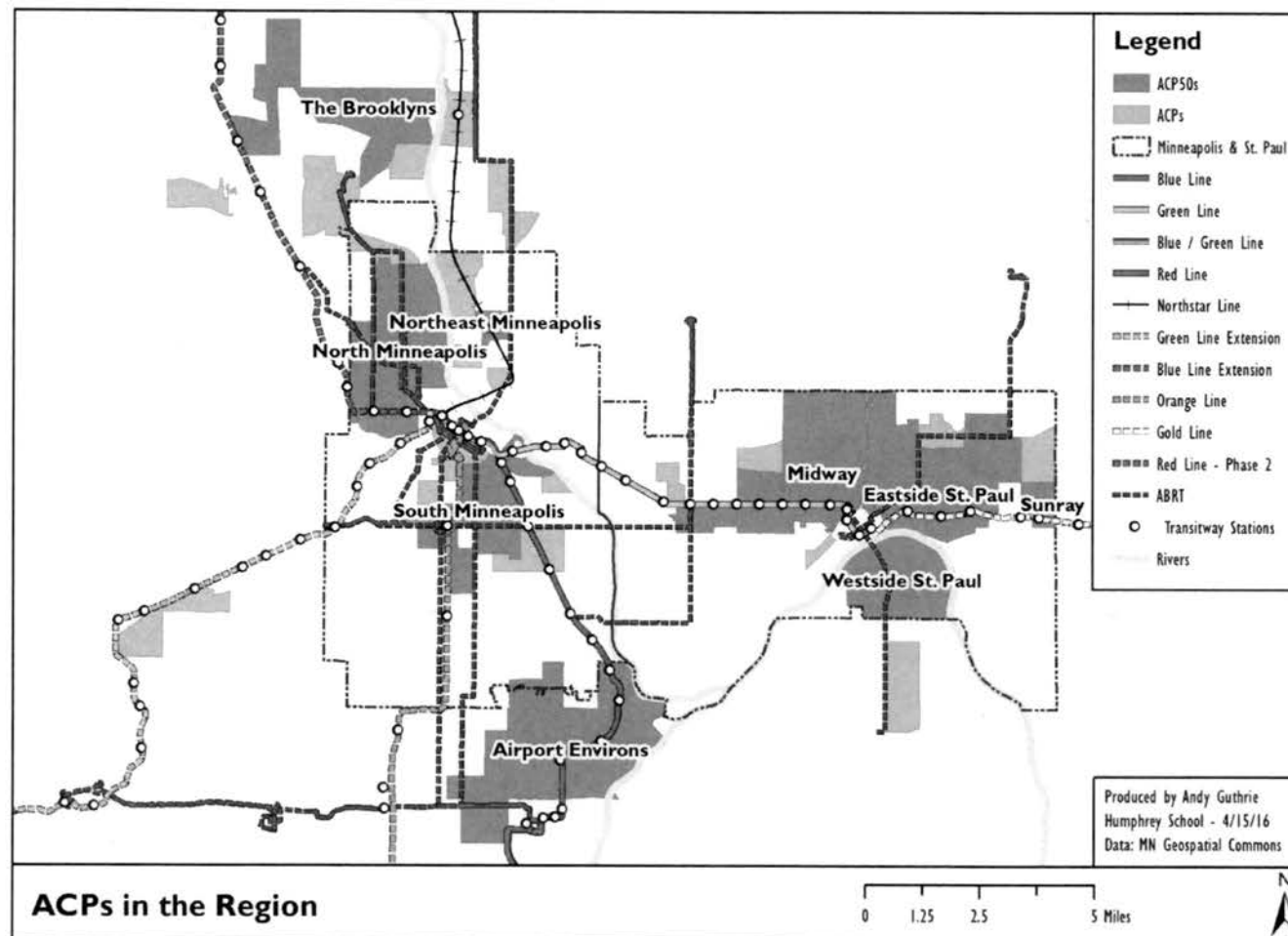


Those Who Need it Most

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

Preliminary Results Presented to RCRRA—2/27/18

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



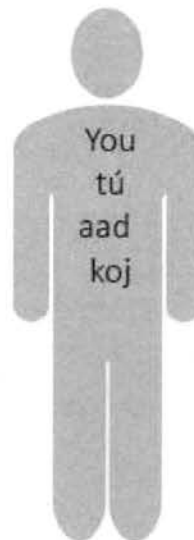
Graphically Facilitated Survey

Getting There.....

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

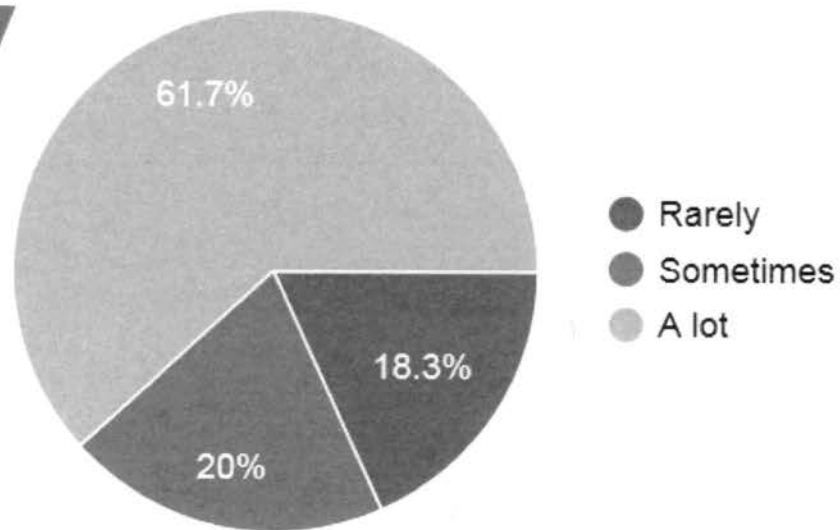
Please write where you go.

	Auto	Rarely Sometimes A lot	Where you go: _____		Go-To Card	Rarely Sometimes A lot	Where you go: _____
	Public Transit	Rarely Sometimes A lot	_____		Cash	Rarely Sometimes A lot	_____
	Personal Bicycle	Rarely Sometimes A lot	_____		Cellphone	Rarely Sometimes A lot	_____
	Bike Sharing	Rarely Sometimes A lot	_____		Apps	Rarely Sometimes A lot	_____
	Walking	Rarely Sometimes A lot	_____		Taxi	Rarely Sometimes A lot	_____
	Other	Rarely Sometimes A lot	_____		Other	Rarely Sometimes A lot	_____

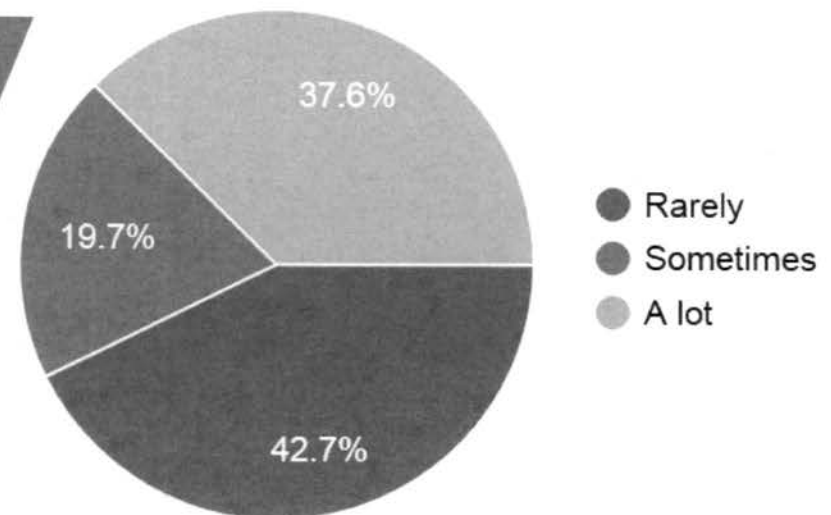


Auto & Transit Use

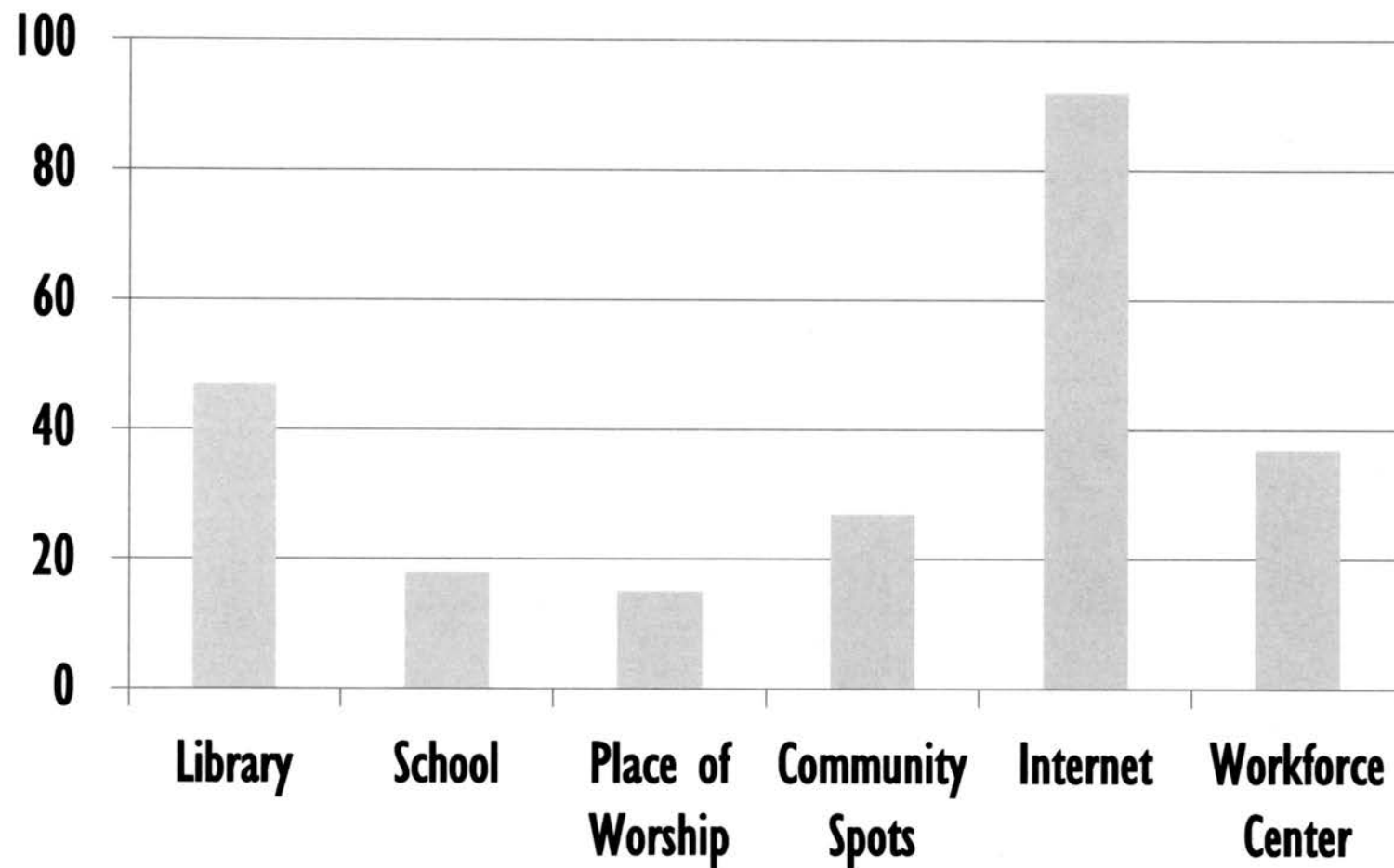
Auto

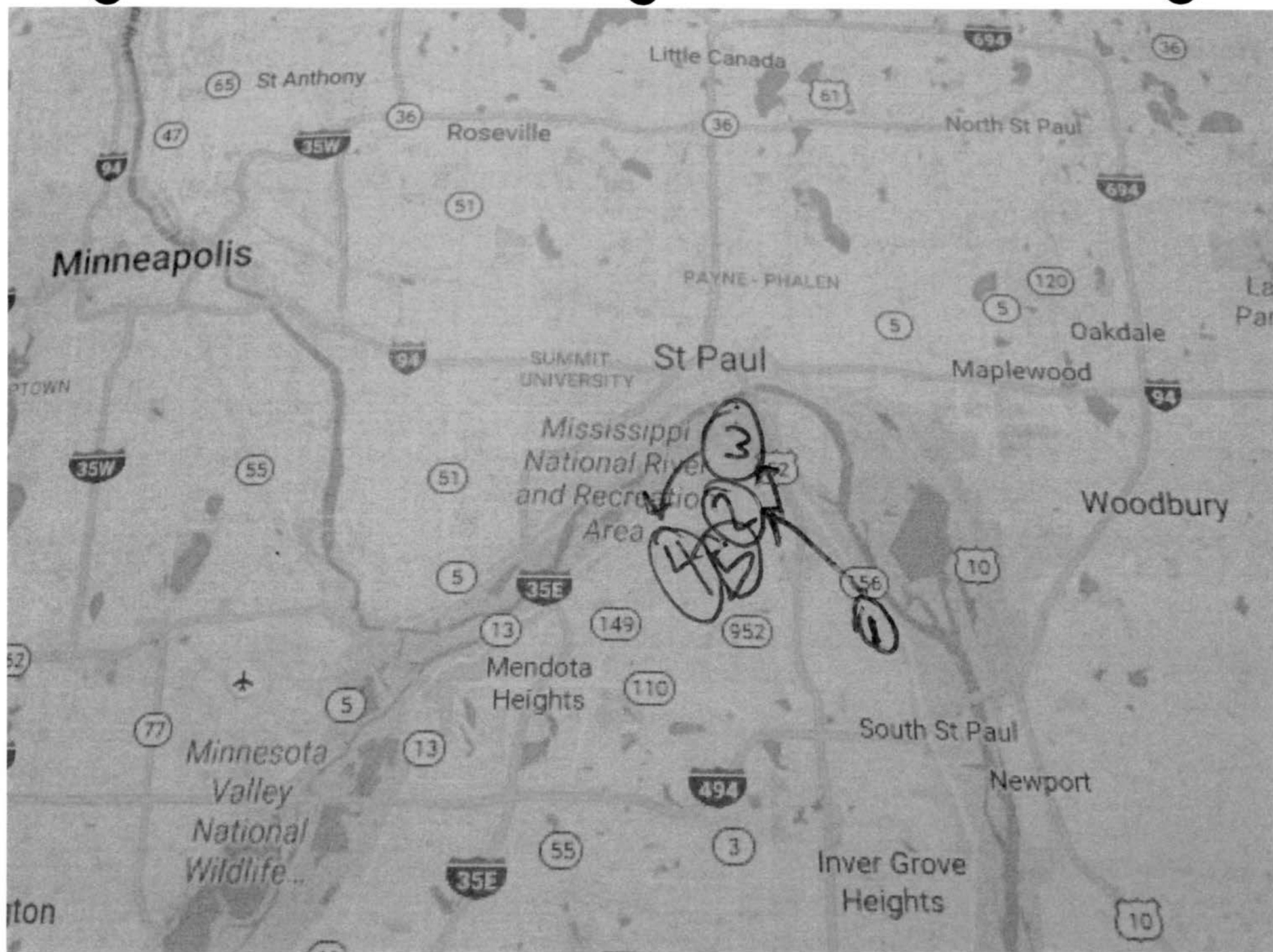


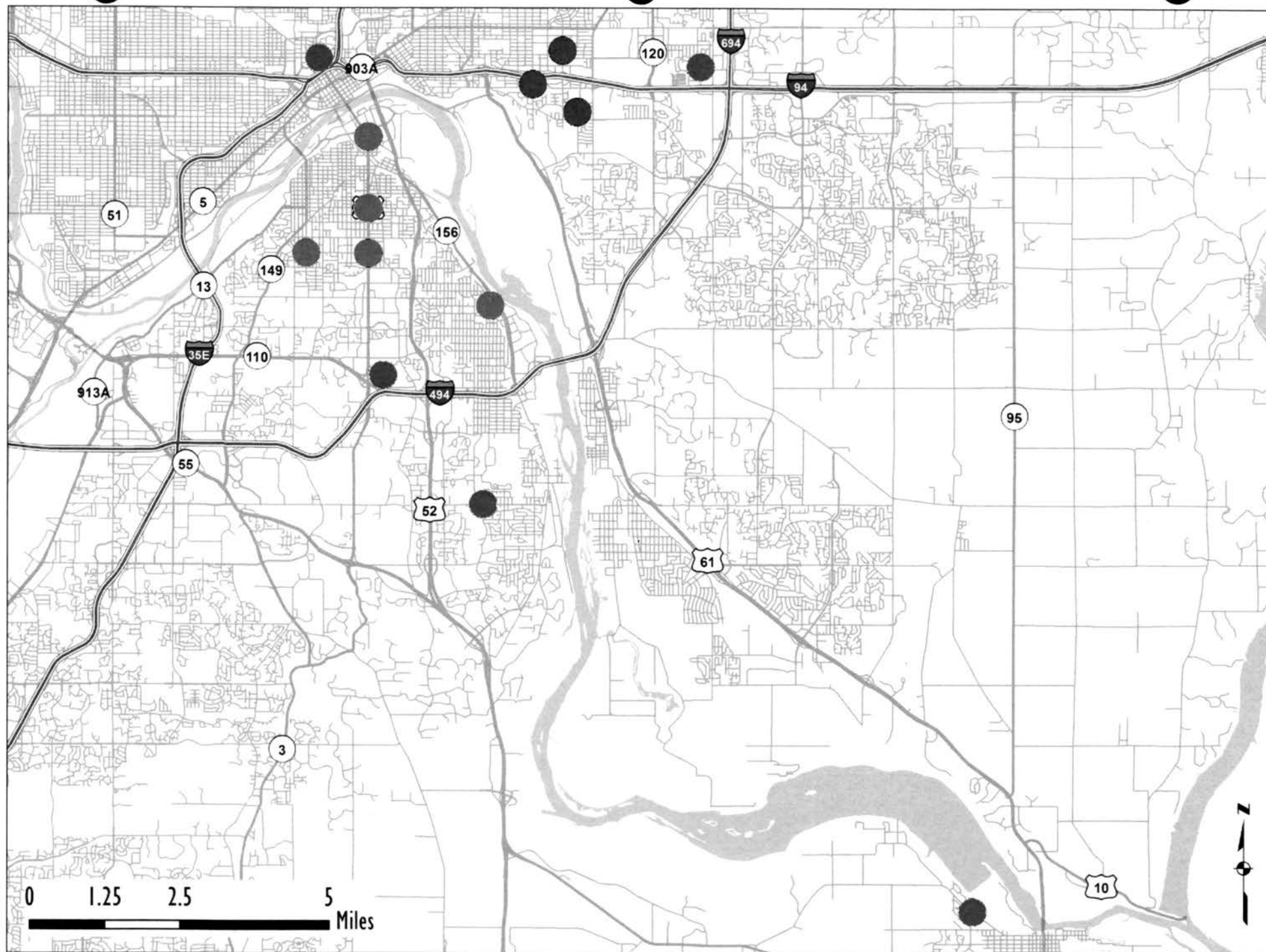
Public Transit

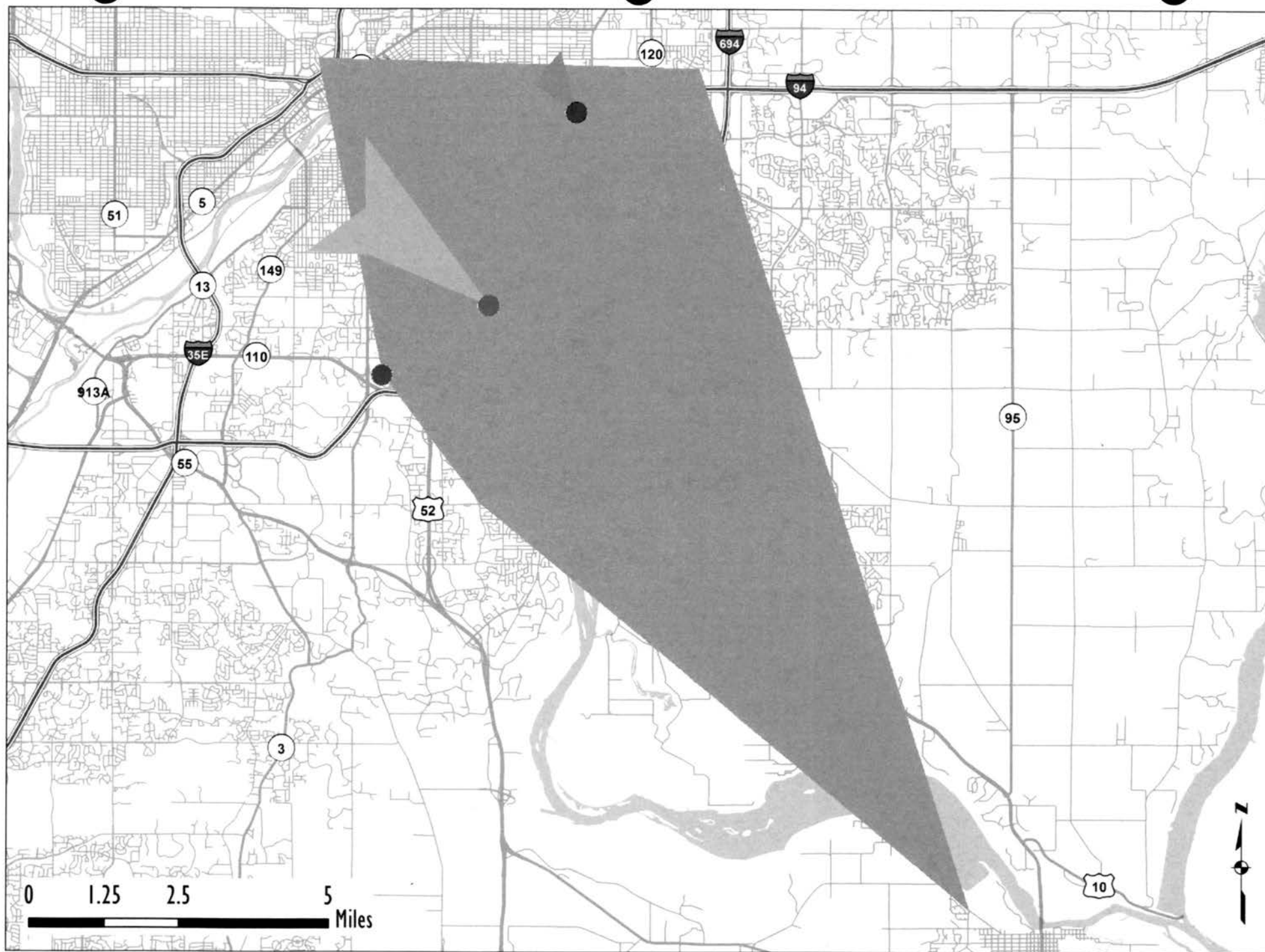


Places Important for Job Searches

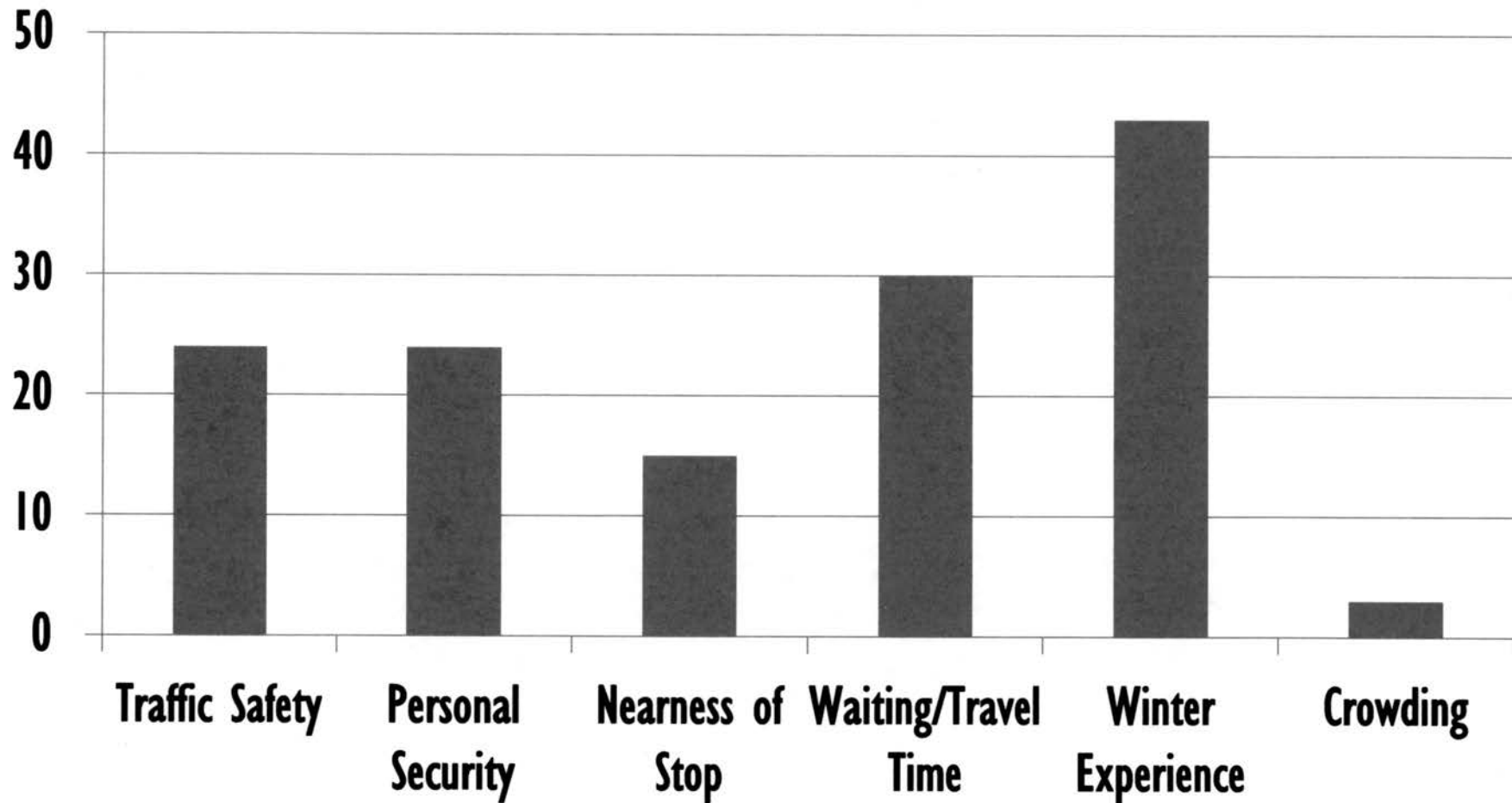








Issues Accessing Transit



Conclusions

Accessibility crucial to marginalized areas

Regional by transit and

Local to transit

Walk to bus stops defines experience

More issues than stops themselves

Non-commute travel important too

All magnified as poverty & transitways move into suburbs

Walking Tolerance to Park and Ride Stations

Jason Cao

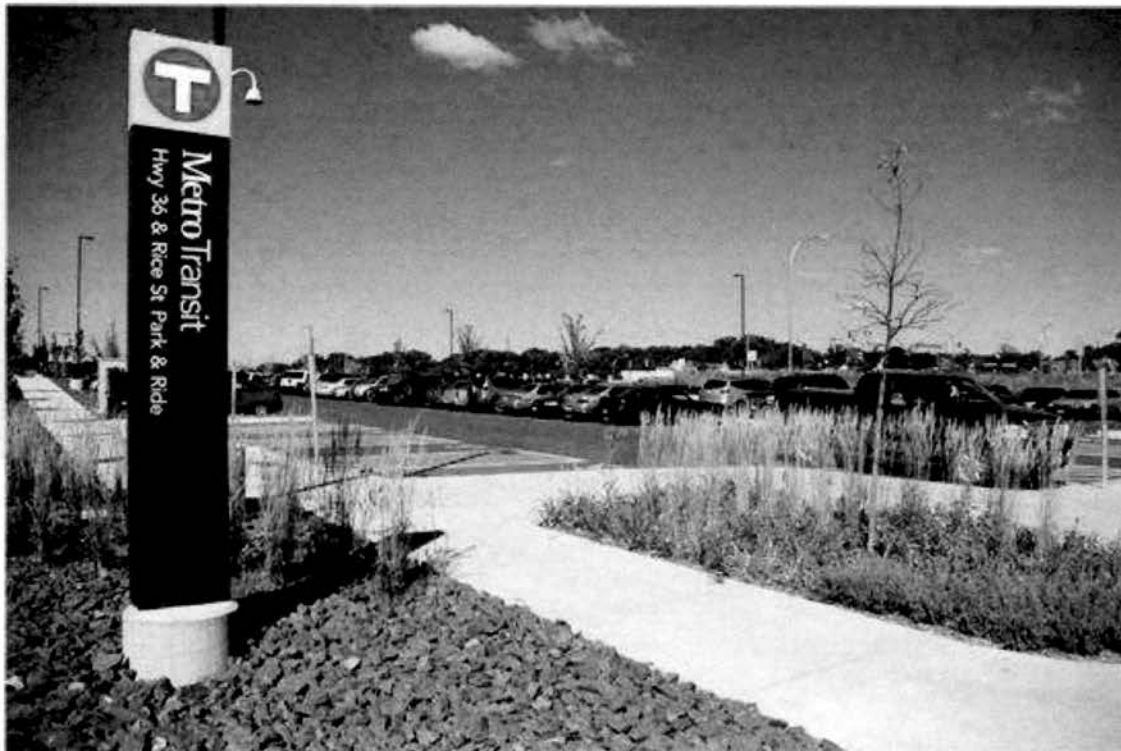
cao@umn.edu



HUMPHREY SCHOOL
OF PUBLIC AFFAIRS
UNIVERSITY OF MINNESOTA

Introduction

- To park or to develop?
- Park and ride facilities (P&R): node but not place
 - Riders living beyond transit service areas
 - Auto-oriented and low walkability



HUMPHREY SCHOOL
OF PUBLIC AFFAIRS
UNIVERSITY OF MINNESOTA



- Transit-oriented development (TOD): place and node
 - Economic development
 - Pedestrian-friendly environment
 - Identity of suburban cities
 - Internalize trips and reduce driving
 - Ridership growth



Introduction

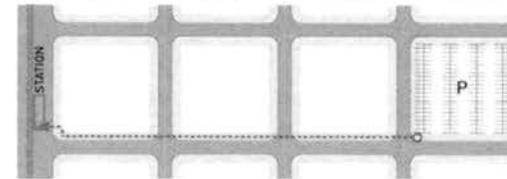
- TOD, P&R, or a hybrid model?
- P&R users: walk longer
- Using the 2016 data of P&R users in the Twin Cities, this study answers the following research questions:
 - How far are P&R users willing to walk to transit stops?
 - Which design elements of the pedestrian environment along the walking path affect P&R users' willingness to walk?



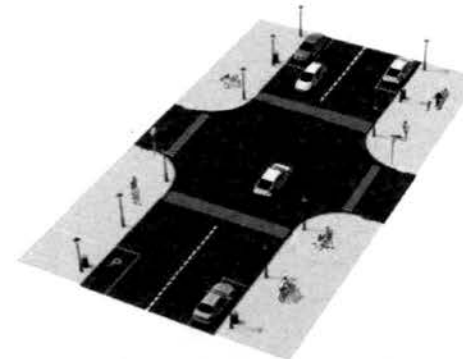
Experiment Design

- Literature
 - Walking distance: # blocks
 - Walking safety
 - Pedestrian infrastructure
 - Building appearance
- Choose one among three images

Walking Distance



Intersection Safety



Street and Building Appearance



Choice A

Data Collection

- 6-9 am, 10/21-11/21, 2016
- Web-based surveys
- Commuter rail
 - Anoka, Riverdale, Fridley, Ramsey
- LRT
 - 28th Ave, Fort Snelling
- Bus
 - Guardian Angels Church, Woodbury theater, Apply Valley, Burnsville



Model Results

- The benefit of a safe intersection is equivalent to 0.622 blocks ($=0.538/0.865$).

Variables	Coefficients	Utility
The number of blocks (walking distance)	-0.865	
Intersection safety	0.538	0.622
Pedestrian infrastructure	0.583	0.674
Building appearance	0.408	0.472



Attribute Importance

- Top 6
 - Sidewalk & street crossing
 - Security
- Aesthetic quality
 - Consistent with models
 - Direct walking
- Similar ranking across modes

Characteristics	All
Sidewalks and crosswalks cleared of snow in winter	3.80
Adequate street lighting	3.60
Presence of crosswalks and pedestrian signals	3.38
Sidewalks in good condition	3.19
Area is free of trash	3.14
Area is free of vacant or rundown buildings	3.10
Temperature	3.06
Other people out walking	2.89
Slow traffic speeds	2.76
Presence of public space	2.62
Presence of trees and landscaping	2.52
Presence of attractive buildings	2.48
Shops/businesses to stop in	2.01
Shops/businesses with windows to look in	1.94
Benches/places to sit	1.57



Respondent comments

- About 40% of the respondents offered comments.
- Supportive evidence to these findings.
 - Short walking distance, lighting, safety, and weather-friendly conditions
 - Coffee places and restrooms



Conclusions

- A good pedestrian environment could mitigate the disutility of walking distance.
 - If a city block is 0.1 miles or 528 feet,
 - Intersection safety: 330 feet
 - Pedestrian infrastructure: 355 feet
 - Building appearance: 250 feet
- With a pedestrian-friendly environment, how far to walk?
 - All users: 1.8 blocks
 - LRT users: 2.2 blocks
 - Commuter rail users: 1.3 blocks
 - Express users: 1.7 blocks



Conclusions

- How far?
 - **At most two city blocks** away from transit stops, even if a good pedestrian environment is provided.
 - **Several acres for TOD** immediately around the station.
- Safety and Security
 - Snow clearance, street lighting, crosswalks conditions, security concerns.
- Policies
 - Handle potential complaints of P&R users
 - Create an identity in suburban cities and promote development



**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2018-9

Committee: Regional Railroad Authority

Meeting Date: 2/27/2018

SUBJECT: Transitway Impact Research Program 2018 Funding Request

REQUESTED ACTION

Approve the expenditure of \$25,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impact Research Program for 2018.

EXECUTIVE SUMMARY

The Transitway Impacts Research Program (TIRP) is a cooperative effort between the University of Minnesota and local governments to identify the impacts of transitway developments. Various local governments have participated in the program. Ramsey County Regional Railroad Authority (RCRRA) has been an active participant in the program since 2008. The 2018 request for funding by RCRRA is for \$25,000.

Funding by RCRRA will ensure a stable base level of funding for TIRP activities, and support valuable and timely research.

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

FISCAL IMPACT

Funding is available in the 2018 operating budget.

COUNTY MANAGER COMMENTS

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

PREVIOUS ACTION

On February 7, 2017, Ramsey County Regional Railroad Authority authorized \$25,000 for the program in 2017 (Resolution R2017-7).

On March 8, 2016, Ramsey County Regional Railroad Authority authorized \$25,000 for the program in 2016 (Resolution R2016-10).

ATTACHMENTS

1. Draft Resolution

Draft Resolution

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

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

RESOLVED, The Ramsey County Regional Railroad Authority approves the expenditure of \$25,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impacts Research Program for 2018.

The Ramsey County Regional Railroad Authority met in regular session at 9:45 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 March 13, 2018 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 February 27, 2018 are Presented for Approval

VOTING

Motion by: Toni Carter

Second by: Janice Rettman

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

ADMINISTRATIVE ITEM

4. Amended and Restated Red Rock Corridor Commission Joint Powers Agreement (R2018-12)

VOTING

Motion by: Janice Rettman

Second by: Jim McDonough

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

WHEREAS, The Red Rock Corridor Commission is a joint powers board first established in 1998 pursuant to the provisions of Minn. Stat. Chapters 398A and 471.59 to address multimodal transportation needs along the Red Rock Corridor, a proposed 30-mile transitway connecting the Twin Cities' southeastern suburbs along the Trunk Highway 61 corridor to St. Paul and Minneapolis; and

WHEREAS, The Ramsey County Regional Railroad Authority has been a Financial Party to the Red Rock Corridor Commission since 1999; and

WHEREAS, The Red Rock Corridor Alternatives Analysis completed in 2007 identified commuter rail as the appropriate long-term alternative transit alternative and commuter bus as the appropriate short-term alternative; and

WHEREAS, The Red Rock Corridor Alternatives Analysis Update, completed in 2014, recommended bus rapid transit as the alternative best aligned with the project's goals and objectives; and

WHEREAS, The Red Rock Corridor Bus Rapid Transit Implementation Plan completed in 2016 found that the preferred alternative would likely not be competitive with other national transit projects for federal funding and recommended interim strategies to grow transit ridership in the Trunk Highway 61 corridor between Saint Paul and Cottage Grove and eventually to Hastings; and

WHEREAS, Due to the lack of viable near-term transit options in their jurisdictions, the Dakota County Regional Railroad Authority, Hennepin County Regional Railroad Authority, City of Minneapolis and Denmark Township have passed resolutions to withdraw from the Commission; and

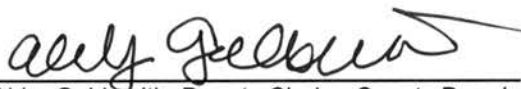
WHEREAS, The Joint Powers Agreement for the Red Rock Corridor Commission no longer accurately reflects the membership of those jurisdictions expected to benefit from the project, leading the Commission to re-evaluate the Joint Powers Agreement, and

WHEREAS, The Red Rock Corridor Commission has approved an Amended and Restated Joint Powers Agreement and requests that the remaining Parties approve the Agreement, Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Amended and Restated Joint Powers Agreement for the Red Rock Corridor Commission; and Be It Further

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

5. CORRIDOR UPDATES – Discussion can be found on archived video.
6. ADJOURNMENT – Chair Ortega declared the meeting adjourned at 9:48 a.m.


 Abby Goldsmith, Deputy Clerk – County Board



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

AGENDA (REVISED)

Tuesday, March 13, 2018

Immediately following the County Board Meeting

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

1. ROLL CALL

2. R2018-14 Agenda of March 13, 2018 is Presented for Approval

Approve the agenda of March 13, 2018.

3. R2018-15 Minutes from February 27, 2018 are Presented for Approval

Approve the Minutes from February 27, 2018.

ADMINISTRATIVE ITEM

4. R2018-10 Amended and Restated Red Rock Corridor Commission Joint Powers Agreement

1. Approve the Amended and Restated Joint Powers Agreement for the Red Rock Corridor Commission.
2. Authorize the Chair to execute the Agreement.

5. CORRIDOR UPDATES

6. ADJOURNMENT

**REQUEST FOR ACTION
RAMSEY COUNTY BOARD OF COMMISSIONERS**

Requesting Department: Regional Railroad Authority

R2018-14

Committee: Regional Railroad Authority

Meeting Date: 3/13/2018

SUBJECT: Agenda of March 13, 2018 is Presented for Approval

REQUESTED ACTION

Approve the agenda of March 13, 2018.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2018-15

Committee: Regional Railroad Authority

Meeting Date: 3/13/2018

SUBJECT: Minutes from February 27, 2018 are Presented for Approval

REQUESTED ACTION

Approve the Minutes from February 27, 2018.

ATTACHMENTS

1. February 27, 2018 Minutes

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2018-10

Committee: Regional Railroad Authority

Meeting Date: 3/13/2018

SUBJECT: Amended and Restated Red Rock Corridor Commission Joint Powers Agreement

REQUESTED ACTION

1. Approve the Amended and Restated Joint Powers Agreement for the Red Rock Corridor Commission.
2. Authorize the Chair to execute the Agreement.

EXECUTIVE SUMMARY

The Red Rock Corridor Commission (Commission) is a joint powers board first established in 1998 to address multimodal transportation needs along the Red Rock Corridor, a proposed 30-mile transitway linking the Twin Cities' southeastern suburbs along the Trunk Highway 61 corridor to Saint Paul and Minneapolis. The Ramsey County Regional Railroad Authority has been a Financial Party to the Commission since the Commission's formation.

In 2007, the Commission undertook the Red Rock Corridor Alternatives Analysis (AA). The AA was completed as an initial phase toward attaining federal funding for future commuter rail service connecting the corridor. The AA concluded that commuter rail was appropriate for the long-term; however, commuter bus service in the short-term could serve existing needs while growing corridor ridership. Additionally, the AA identified the potential benefits that high-speed passenger rail improvements could have on the implementation of commuter rail.

Due to changing conditions in the corridor and region, an Alternatives Analysis Update (AAU) was completed in 2014. The AAU re-analyzed socio-economic, cost and ridership data and concluded that commuter rail was not cost-effective and that bus rapid transit (BRT) was the best alternative for the corridor. Implementing BRT would allow the corridor to better position itself to serve the near-term and long-term needs of the corridor consistent with its goals and objectives.

Shortly after completion of the AAU, the Commission began work on the Implementation Plan for BRT. In January 2016, the Commission selected a route between Hastings and Union Depot in Saint Paul as the preferred alternative, but further evaluation found that the ridership and cost estimates would likely not make the route competitive for federal funding. The Commission has now focused on an interim strategy to implement all-day regular route bus service between Cottage Grove and Union Depot in Saint Paul to grow ridership for future BRT implementation.

Citing the lack of viable near-term Red Rock Corridor related transit options in their areas, the Dakota County Regional Railroad Authority, Hennepin County Regional Railroad Authority, City of Minneapolis and Denmark Township passed resolutions to withdraw from the Commission in the fall of 2017. To adjust to the changes in membership, the Commission decided to amend and restate its joint powers agreement. Key changes include removing the Financial Parties and Non-Financial Parties who withdrew from the Commission, defining "Member" as the individual representing the eligible party, adjusting the weighted voting of the parties based on the new membership, adjusting Financial Party financial contributions and adding Article 9, Financial Services to eliminate the need for a separate agreement.

Amended and Restated Red Rock Corridor Commission Joint Powers Agreement

The Red Rock Corridor Amended and Restated Joint Powers Agreement was approved by the Commission on January 25, 2018. For the amendment and restatement of the agreement to be effective each remaining party must approve it.

FISCAL IMPACT

The Red Rock Corridor Commission has sufficient funds to complete the 2018 Work Program and Budget, approved at \$21,000 by the Commission in January 2018.

COUNTY MANAGER COMMENTS

The Red Rock Corridor Commission's membership and scope of the transit investment have changed, making it necessary to amend the Joint Powers Agreement.

PREVIOUS ACTION

On June 22, 2004 the Ramsey County Regional Railroad Authority approved the Amended and Restated Joint Powers Agreement for the Red Rock Corridor Commission and authorized the Chair to execute the Agreement (Resolution R04-25).

On January 26, 1999 the Ramsey County Regional Railroad Authority approved the Joint Powers Agreement for the Red Rock Corridor Commission and authorized the Chair to execute the Agreement (Resolution R99-02).

ATTACHMENTS

1. Draft Resolution
2. Amended and Restated Joint Powers Agreement

Draft Resolution

WHEREAS, The Red Rock Corridor Commission is a joint powers board first established in 1998 pursuant to the provisions of Minn. Stat. Chapters 398A and 471.59 to address multimodal transportation needs along the Red Rock Corridor, a proposed 30-mile transitway connecting the Twin Cities' southeastern suburbs along the Trunk Highway 61 corridor to St. Paul and Minneapolis; and

WHEREAS, The Ramsey County Regional Railroad Authority has been a Financial Party to the Red Rock Corridor Commission since 1999; and

WHEREAS, The Red Rock Corridor Alternatives Analysis completed in 2007 identified commuter rail as the appropriate long-term alternative transit alternative and commuter bus as the appropriate short-term alternative; and

WHEREAS, The Red Rock Corridor Alternatives Analysis Update, completed in 2014, recommended bus rapid transit as the alternative best aligned with the project's goals and objectives; and

WHEREAS, The Red Rock Corridor Bus Rapid Transit Implementation Plan completed in 2016 found that the preferred alternative would likely not be competitive with other national transit projects for federal funding and recommended interim strategies to grow transit ridership in the Trunk Highway 61 corridor between Saint Paul and Cottage Grove and eventually to Hastings; and

WHEREAS, Due to the lack of viable near-term transit options in their jurisdictions, the Dakota County Regional Railroad Authority, Hennepin County Regional Railroad Authority, City of Minneapolis and Denmark Township have passed resolutions to withdraw from the Commission; and

WHEREAS, The Joint Powers Agreement for the Red Rock Corridor Commission no longer accurately reflects the membership of those jurisdictions expected to benefit from the project, leading the Commission to re-evaluate the Joint Powers Agreement, and

WHEREAS, The Red Rock Corridor Commission has approved an Amended and Restated Joint Powers Agreement and requests that the remaining Parties approve the Agreement, Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Amended and Restated Joint Powers Agreement for the Red Rock Corridor Commission; and Be It Further

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

JANUARY 2018

**AMENDED AND RESTATED
JOINT POWERS AGREEMENT
FOR THE RED ROCK CORRIDOR COMMISSION**

This Amended and Restated Joint Powers Agreement, hereinafter together with any supplements, amendments, or exhibits (Agreement) is made and entered into on this _____ day of _____, 201_, by and between the **RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY (RCRRA)**, **WASHINGTON COUNTY REGIONAL RAILROAD AUTHORITY (WCRRA)**, the city of **COTTAGE GROVE** (Cottage Grove), the city of **HASTINGS** (Hastings), the city of **NEWPORT** (Newport), the city of **SAINT PAUL** (Saint Paul), and the city of **ST. PAUL PARK** (St. Paul Park) (each a "Party" and collectively the "Parties") under the authority of and pursuant to the provisions of Minn. Stat. Chapters 398A and 471.59.

WITNESSETH:

WHEREAS, Dakota Regional Railroad Authority (DCRRA), Hennepin County Regional Railroad Authority (HCRRA) , RCRRA , WCRRA, Cottage Grove, Hastings, St. Paul Park, Newport, and Denmark Township entered into a Joint Powers Agreement (Original JPA) dated March 1999 establishing a joint powers board titled the Red Rock Corridor Commission (Commission) pursuant to Minn. Stat. §§ 471.59 and 398A.04, subd. 9; and

WHEREAS, DCRRA, HCRRA, RCRRA, WCRRA, Cottage Grove, Hastings, St. Paul Park, Newport, Denmark Township, Saint Paul, and the city of Minneapolis (Minneapolis) amended and restated the Original JPA on July 27, 2004 (the Amended JPA); and

WHEREAS, DCRRA, HCRRA, Denmark Township, and Minneapolis have withdrawn from the Amended JPA and the Commission;

WHEREAS, the Red Rock Corridor is defined as the transitway corridor originating in Hastings in Dakota County, continuing through Washington County and Ramsey County, and terminating in downtown Saint Paul in Ramsey County with connections to other multi-modal transportation options; and

WHEREAS, the Red Rock Corridor has significant transportation, safety, and land use issues; and

WHEREAS, there are opportunities for a variety of multi-modal transportation improvements in the Red Rock Corridor; and

WHEREAS, the Parties wish to collaboratively plan for multi-modal transportation improvements to the Red Rock Corridor and for the related land use and development impacts; and

WHEREAS, the Commission has completed a bus rapid transit feasibility study on the Red Rock Corridor and determined that planning for bus rapid transit in the Red Rock Corridor should continue; and

WHEREAS, pursuant to Minn. Stat. 398A, a regional railroad authority located in Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, or Washington Counties may exercise powers to plan, establish, acquire, develop, purchase, enlarge, extend, improve, maintain, equip, regulate, and protect; and pay costs of construction and operation of a bus rapid transit systems located within its county on transitways included in and approved by the Metropolitan Council's 2030 Transportation Policy Plan; and

WHEREAS, the Red Rock Corridor is included in and approved by the Metropolitan Council's 2030 Transportation Policy Plan as a corridor recommended for a future transitway; and

WHEREAS, the Commission intends to work collaboratively with Minnesota Department of Transportation (MnDOT) and the Metropolitan Council for the planning and development of bus rapid transit in the Red Rock Corridor; and

WHEREAS, RCRRA, WCRRA, Cottage Grove, Hastings, Newport, Saint Paul, and St. Paul Park, as the remaining Parties of the Commission desire to amend and restate the Amended JPA; and

WHEREAS, this Amended and Restated JPA is also referred to as the "JPA" or "Agreement", further amends the Original JPA as amended by the Amended JPA, and restates and replaces the Original JPA and the Amended JPA in their entirety; and

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants herein, the Parties hereto hereby agree to as follows:

ARTICLE 1. DEFINITIONS

Unless context otherwise requires, the terms defined in this Article shall have the following meanings:

1. "Agreement" means this Amended and Restated Joint Powers Agreement (or, the "JPA").
2. "Commission" shall mean the joint powers body established in this JPA.
3. "Effective Date" shall mean the date upon which the last of the Parties approves this Amended and Restated JPA as provided in Article 3 below.
4. "Financial Party" means individually RCRRA and WCRRA.
5. "Non-Financial Party" means individually Cottage Grove, Hastings, Newport, Saint Paul, and St. Paul Park.
6. "Member" shall mean the elected official appointed to the Commission to represent a Financial Party or Non-Financial Party.

ARTICLE 2. PURPOSE

The Parties have entered into this Agreement for the purpose of jointly exercising the powers granted to Regional Railroad Authorities organized under the provisions of Minn. Stat. Ch. 398A,

including but not limited to the acquisition and management of federal, state, and local funding in conjunction with Minnesota Department of Transportation (MnDOT) and the Metropolitan Council, and may perform any responsibilities delegated by the Commissioner of Transportation subject to the conditions that sufficient funds are received.

ARTICLE 3. TERM

This Amended and Restated JPA shall be effective to amend, replace, and supersede the Amended JPA only when adopted by all the Parties identified in the caption to this Agreement (the "Effective Date"). The date upon which this Amended and Restated JPA shall amend and restate the Amended JPA and be the JPA shall be the date on which the last Party approves this Amended and Restated JPA by action of its governing board or council. The Amended and Restated JPA shall remain in full force and effect until terminated by the then Parties pursuant to Article 10 below.

ARTICLE 4. JOINT POWERS BOARD

The Original JPA creates a joint powers board as a public entity, known as the Red Rock Corridor Commission, or the "Commission". The Commission is an entity separate from the Parties to this Agreement and shall not be deemed an agent or partner of the Parties to this Agreement, and the Parties to this Agreement shall not be liable for the actions of the Commission. The Commission shall have full authority to exercise all powers stated herein.

ARTICLE 5. MEMBERSHIP

- A. Each Financial Party shall appoint one (1) Member and one (1) alternate to the Commission. Each Non-Financial Party shall appoint one (1) Member and one (1) alternate to the Commission.

Additional parties may become members of the Commission by amendment to this Agreement as provided in Article 11 below.

Members of the Commission appointed by a Financial Party will have three (3) votes.
Members of the Commission appointed by Non-Financial Parties will have one (1) vote.

- B. Commission Members' terms shall commence on January 15 of a calendar year and end on January 14 of the next succeeding year, or until a successor is appointed.

ARTICLE 6. POWERS OF COMMISSION

The Commission has such authority as is necessary and proper to make all decisions to carry out its purpose as described in Article 2. Such powers shall be subject to the provisions of Minn. Stat. § 471.59 and will include, but not be limited to, any or all of the following powers to the extent provided by law or not otherwise limited by this Agreement.

- A. Adopt an annual budget, together with a statement of the sources of funding and an estimate of the amounts required of each Financial Party.

- B. Enter into transactions, including contracts or leases, required in furtherance of this Agreement and statutory mandate, and enforce such transactions to the extent available in equity or at law. The contracting and purchasing requirements of one Party designated by the Commission shall apply hereto. The Commission may approve any contract relating to this Agreement up to the amount approved in the annual budget, and may authorize the Chair of the Commission to execute those contracts.
- C. Adopt by-laws and any amendments consistent with this Agreement required for the exercise of the powers and purposes stated in this Agreement. The by-laws shall be effective only if approved by unanimous vote of the Financial Parties of the Commission.
- D. Apply for and accept gifts, grants, loans of money, other property, or assistance on behalf of the contracting parties from the United States government, the State of Minnesota, or any person, association, or agency for any of its purposes, including any grant which may be available, enter into any agreement in connection therewith, and hold, use and dispose of such money, other property, and assistance in accordance with the terms of the gifts, grants, or loans relating thereto.
- E. Acquire and hold such real and personal property as may be required to accomplish the purposes of this Agreement and, upon termination of this Agreement, make distribution of such property as is provided for in this Agreement.
- F. Employ agents and employees, and to fix the compensation and all other terms and conditions of employment thereof.
- G. Incur debts, liabilities, or obligations which do not constitute a debt of any of the Parties. The Commission does not have authority to incur debts, liabilities, or obligations which constitute a debt of any of the Parties.
- H. Sue and be sued in its own name.

All powers granted herein shall be exercised by the Commission in accordance with the legal requirements applicable to regional railroad authorities.

ARTICLE 7. OFFICERS, EMPLOYEES, AND SERVICES

- A. The Commission shall elect a Chair and Vice-Chair from its membership at its first regular meeting each year. The Chair and Vice-Chair shall be elected by the Commission from its membership for a term of one (1) year. The Chair shall preside at all meetings of the Commission, may establish such subcommittees as may be needed from time to time and shall perform other duties and functions as may be determined by the Commission. The Vice-Chair shall preside over and act for the Commission during the absence of the Chair. If both the Chair and Vice-Chair are absent, the Commission may elect a temporary Chair to conduct its business, provided a quorum is present.
- B. **Staff.** Each Party may provide staff support to the Commission, subject to the approval of the Commission.

- C. **Vacancies.** If an appointment of any Commission Member or alternate is vacated before the end of his or her term, the vacancy shall be filled by appointment by the appropriate appointing governing body. Vacancies shall be filled within thirty (30) days of their occurrence. A vacancy shall be deemed to have occurred when any of the conditions specified in Minn. Stat. § 351.02 exist.
- D. **Meetings.** The Commission shall meet at regular intervals at such times and places for the upcoming year as set by the Commission at its last regular meeting each year. Special meetings may be held on reasonable notice by the Chair or any two Members upon terms and conditions as the Commission may determine and that conform to the Minnesota Open Meeting Law, Minn. Stat. § 13D.
- E. **Committees.** The Commission may establish standing committees of the Commission by providing for such committees by resolution. The Chair may establish ad hoc committees of the Commission.

ARTICLE 8. FUNDING

- A. **Financial Parties' Contribution.** Within sixty (60) days of the Effective Date, the Commission shall review the budget for the calendar year in which the Effective Date occurs and determine the balance of unencumbered funds. The Commission shall credit all unencumbered funds (Balanced Credit) to RCRRA and WCRRA in proportion to their respective contributions. The Commission shall thereafter modify or affirm the budget for the remainder of the calendar year, and shall assess the Financial Parties their proportionate share of the budget as follows:

50%	Ramsey County Regional Railroad Authority (RCRRA)
50%	Washington County Regional Railroad Authority (WCRRA)
- B. **Annual Budget.** For the calendar year next following the calendar year of the Effective Date and all subsequent years, the Commission shall establish and approve a budget. Each Financial Party shall be assessed for its proportionate share of the budget according to the schedule above. The RCRRA and WCRRA assessment shall be first deducted from any remaining Balance Credit, with any remainder due as in Article 8D below.
- C. **Financial Parties' Budget Approval.** Adoption of the budget shall require unanimous approval of the Financial Party Members.
- D. **Contribution Date.** Except for any initial contribution required by this Agreement, assessments made under the provisions of this article shall be paid by each Financial Party by January 3 of each year. The initial contribution shall be made within sixty (60) days of the adoption of the budget pursuant to Article 8A above.
- E. **Budgeting, Accounting, Fiscal Agent, and Other Services.** The Commission may contract with any Party to provide contract management, legal review, and budgeting and accounting services necessary or convenient for the Commission and otherwise act as the Commission's

fiscal agent. Such services shall include, but not be limited to, management of all funds, including contributions and grant monies, payment for contracted services, and relevant bookkeeping and record keeping. The contracting and purchasing requirements of the Party so selected shall apply to transactions of the Commission. Such Party shall identify the staff person to work as liaison with the Commission.

- F. **Accountability for Funds.** All funds shall be accounted for according to generally acceptable accounting principles. A report on all receipts and disbursements shall be forwarded to the Commission on an annual basis. The Parties have the authority to request reports pertaining to any and all budgeting and accounting services. All interest earned from established Commission funds shall be credited back to that same fund.
- G. **Cost Sharing Agreement.** The Financial Parties may enter into, but are not bound to enter into, cost sharing agreements with each other for the purpose of providing additional local funding to carry out the purposes of the Commission.

ARTICLE 9. FINANCIAL SERVICES

The Commission designates WCRRA to receive and manage Commission funds, to provide any and all budgetary and accounting services necessary and convenient for the Commission, including county contributions and grant monies awarded to the Commission, administer contracts for Commission activities, and to provide legal services for the review and drafting of Commission contracts and grant documents.

- A. **Budgeting and Accounting Services.** WCRRA shall provide budgeting and accounting services necessary to manage Commission funds, including Financial Party contributions and grant monies. Such services shall include, but not be limited to management of all funds, including Financial Party contributions and grant monies, payment for contracted services, and relevant bookkeeping and record keeping. WCRRA shall establish one or more separate funds for said monies and all interest earned from established funds shall be credited back to those same funds.
- B. **Accountability for Funds.** All funds shall be accounted for according to generally accepted accounting principles. The Commission may request a report pertaining to budgeting and accounting services provided pursuant to this Agreement.
- C. **Contracting and Purchasing.** Contracting and purchasing requirements of WCRRA shall apply to contracts let, grant application submitted, and purchases made by the Commission during the term of the Agreement.
- D. **Records.** All pertinent books, records, documents, and account procedures and practices shall be maintained by WCRRA and made available to the Commission and the State Auditor upon reasonable notice and shall be retained for a period of three years.
- E. **Indemnification.** Nothing in this Article is intended by the Parties as a waiver of any liability limits or immunities that the Parties are otherwise entitled to under law. The requirement of this section shall survive the termination or expiration of this Agreement.

- F. **Insurance.** The Commission shall purchase insurance to cover open meetings, municipal liability, auto, and crime.

ARTICLE 10. WITHDRAWAL AND TERMINATION

- A. **Withdrawal.** Any Party may withdraw from this Agreement upon 90-days prior written notice evidenced by resolution of the Party's governing body to the Commission. In the event of withdrawal by any Party, this Agreement shall remain in full force and effect as to all remaining Parties.
- B. **Effect of Withdrawal, Disposition of Property, Funds, and Obligations.** A Party withdrawing from this Agreement shall, prior to such withdrawal, pay the full amount of any unpaid assessments to the Commission as defined in Article 8. A Party withdrawing from this Agreement shall not receive a distribution of property or funds until such time as this Agreement is terminated by all Parties pursuant to this Article 10. Such disposition of property shall be in accordance with the provisions of Article 10D below.

Any Party withdrawing shall be liable for any assessment in the year in which the withdrawal becomes final only for the period in such year that the party remains a Party. The Party's assessment shall not exceed the sum of one-twelfth (1/12th) the full assessment multiplied by the number of months or fractions thereof in the year during which the Party remains a Party.

- C. **Termination.** This Agreement shall terminate upon the occurrence of any one of the following events:
- (a) When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or
 - (b) When a majority of the Parties agrees to terminate this Agreement.
- D. **Disposition of Property and Funds.** At such time as this Agreement is terminated, any property interest remaining in the Commission, following discharge of all obligations owed by the Commission, shall be disposed of and the proceeds of the property shall be returned to the parties in proportion to their contribution.
- E. **Effect of Withdrawal of Financial Party on Budget.** In the event a Financial Party withdraws, the unpaid assessment allocable to such Party in the year of withdrawal and subsequent years shall be reallocated to the remaining Financial Parties in proportion that the assessment allocations under Article 8A of this Agreement.

ARTICLE 11. MISCELLANEOUS

- A. **Amendments.** This Agreement may be amended by unanimous agreement of the Parties as evidenced by resolutions adopted by the respective governing bodies.

- B. **Records, Accounts, and Reports.** The Commission shall establish and maintain such funds and accounts as may be required by good accounting practices. The books and records of the Commission shall be subject to the provisions of Minn. Stat. Ch. 13, the Minnesota Government Data Practices Act, and Minn. Stat. § 16C.05, subd. 5. The Commission, within one hundred twenty (120) days after the close of each fiscal year, which shall be January 1 to December 31, shall give a complete written report of all financial activities for such fiscal year to the Parties.
- C. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- D. **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.
- E. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral agreements, including the Amended JPA, relating to the Commission.
- F. **Alternative Dispute Resolution.** In the event of a dispute arising under this Agreement, the parties and the Commission agree to attempt to resolve their dispute by following the process described below:
- (1) A Party shall provide written notice to the Commission describing perceived conflict, positions, and underlying reasons.
 - (2) The Commission or Party shall provide written response to notice within seven (7) days of receipt of notice.
 - (3) The Parties shall meet within 14 days of receipt of response with a neutral facilitator. The neutral facilitator will be a representative from the Minnesota Office of Dispute Resolution. Costs of such facilitator shall be shared equally by all Parties to the dispute.
 - (4) At the first meeting, the neutral facilitator will assist the Parties in identifying the appropriate Parties and participants in the dispute resolution process, their concerns, a meeting agenda and design for any subsequent meetings. The Parties shall agree on a process for resolving the problem that would involve additional negotiations, mediation, or arbitration.
 - (5) In developing the process, the Parties will be guided by the following principles:
 - (i) the Parties will attempt in good faith to reach a negotiated settlement;

- (ii) the Parties agree that there must be fair representation of the parties directly involved in the dispute;
 - (iii) the Parties will use legal proceedings as a last resort; and
 - (iv) in the event the Parties are unable to resolve the dispute, each Party retains all rights, remedies, or defenses it had prior to entering the process.
- (6) The Parties will report to the Commission within 60-days of their first meeting on the resolution of the dispute or a recommendation to commence legal proceedings.

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Commissioner Rafael E. Ortega, Chair
Ramsey County Regional Railroad Authority

Date

Approval Recommended:

Johanna Berg, Interim Director
Ramsey County Regional Railroad Authority

Date

Approved as to form:

Paul Zisla, Asst. County Attorney
Office of the Ramsey County Attorney

Date

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

1. ROLL CALL

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

2. Agenda of April 17, 2018 is Presented for Approval

VOTING

Motion by: Toni Carter

Second by: Mary Jo McGuire

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

3. Minutes from March 13, 2018 are Presented for Approval

VOTING

Motion by: Janice Rettman

Second by: Blake Huffman

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

ADMINISTRATIVE ITEMS

4. Agreement with HNTB Corporation for Project Management Consulting Services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project (R2018-13)

VOTING

Motion by: Victoria Reinhardt

Second by: Jim McDonough

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

WHEREAS, A Pre-Project Development Study has been completed for the Rush Line Corridor 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, On January 23, 2018, the Ramsey County Regional Railroad Authority selected a consultant to complete Environmental Analysis Phase through a separate procurement process in accordance with County policies and procedures; and

WHEREAS, The completion of the Environmental Analysis Phase of the Rush Line Bus Rapid Transit 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, Project management consultant services will be needed to assist the Ramsey County Regional Railroad Authority throughout the Environmental Analysis Phase in managing the advancement of the project through the federal and state environmental review processes and to a level of design sufficient to apply to the Federal Transit Administration to enter the Capital Investment Grants Program as a New Starts project, and for the project to transition to the Metropolitan Council as the lead agency for final design and implementation; and

WHEREAS, On January 23, 2018, the Ramsey County Regional Railroad Authority released a request for proposals for project management consultant services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project; and

WHEREAS, The evaluation team, made up of staff from Ramsey County agency and city partners reviewed the proposals that were submitted based on the criteria identified in the competitive solicitation; and

WHEREAS, The evaluation team recommends HNTB Corporation for project management consultant services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of and agreement with HNTB Corporation, 5500 Wayzata Boulevard, Golden Valley, MN 55416, for project management consultant services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project for the period of April 18, 2018 through April 17, 2020, in the not-to-exceed amount of \$999,758; 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. 2018 Funding Commitment to the Minnesota High Speed Rail Commission (R2018-14)

VOTING

Motion by: Janice Rettman

Second by: Toni Carter

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

WHEREAS, The Minnesota High Speed Rail Commission (Commission) is a Joint Powers Board established in 2009 to cooperatively advocate for and analyze the feasibility of enhanced passenger rail options and freight rail improvements in the Minnesota High-Speed Rail Corridor; and

WHEREAS, Membership includes the regional railroad authorities from Winona, Wabasha, Goodhue, Dakota and Ramsey Counties, eleven cities along the route from Saint Paul to Winona and the La Crosse Area Planning Committee; and.

WHEREAS, The Ramsey County Regional Railroad Authority adopted the Minnesota High Speed Rail Joint Powers Agreement on April 28, 2009; and

WHEREAS, The Ramsey County Regional Railroad Authority is a financial party to the Joint Powers Agreement and is responsible for payment of a portion of the Commission's yearly activities; and

WHEREAS, The annual dues are based on a formula established in the Joint Powers Agreement that includes population, existing passenger rail route mileage and station stops within the jurisdiction of each financial party member and a base amount shared equally among all financial party members; and

WHEREAS, The Commission is focused on advocating for a second round-trip passenger train between the Twin Cities and Chicago, IL; and

WHEREAS, The Commission adopted its 2018 Work Plan and Budget on September 7, 2017; and

WHEREAS, The Ramsey County Regional Railroad Authority's 2018 funding commitment is \$14,508 and the Commission's Bylaws require that each financial party's funding commitment be approved by its respective board; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority accepts the Minnesota High Speed Rail Commission's 2018 Work Plan and Budget; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority approves the payment of \$14,508 to the Minnesota High Speed Rail Commission as the Ramsey County Regional Railroad Authority funding commitment to the 2018 budget; 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. Appointments to the Gold Line Corridor Management Committee (R2018-15)

VOTING

Motion by: Jim McDonough

Second by: Victoria Reinhardt

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

WHEREAS, The Gold Line is a nine-mile dedicated bus rapid transit project connecting Saint Paul, Maplewood, Landfall, Oakdale and Woodbury in Ramsey and Washington counties generally along Interstate 94; and

WHEREAS, On January 19, 2018, the Federal Transit Administration approved Gold Line's entry into Project Development; and

WHEREAS, The completion of the Project Development phase necessitates that decisions are made on project scope, environmental review and design; and

WHEREAS, To assist the Metropolitan Council in making these decisions a corridor management committee has been formed; and

WHEREAS, The Metropolitan Council has requested that Ramsey County Regional Railroad Authority identify two commissioners to serve on the corridor management committee; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority appoints Commissioner Ortega and Commissioner McDonough to the Gold Line Corridor Management Committee.


 Abby Goldsmith, Deputy Clerk, County Board



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

AGENDA

Tuesday, April 17, 2018
Immediately following the County Board Meeting

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

1. **ROLL CALL**

2. **R2018-19 Agenda of April 17, 2018 is Presented for Approval**

Approve the agenda of April 17, 2018.

3. **R2018-20 Minutes from March 13, 2018 are Presented for Approval**

Approve the Minutes from March 13, 2018.

ADMINISTRATIVE ITEMS

4. **R2018-16 Agreement with HNTB Corporation for Project Management Consulting Services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project**

1. Approve the selection of, and agreement with, HNTB Corporation, 5500 Wayzata Boulevard, Golden Valley, MN 55416, for project management consultant services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project for the period of April 18, 2018 through April 17, 2020, in the not-to-exceed amount of \$999,758.
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. **R2018-18 2018 Funding Commitment to the Minnesota High Speed Rail Commission**

1. Accept the Minnesota High Speed Rail Commission's 2018 work plan and budget.
2. Approve the payment of \$14,508 to the Minnesota High Speed Rail Commission as the Ramsey County Regional Railroad Authority funding commitment to the 2018 budget.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations

6. **R2018-17 Appointments to the Gold Line Corridor Management Committee**

Appoint Commissioner Ortega and Commissioner McDonough to the Gold Line Corridor Management Committee

7. **CORRIDOR UPDATES**

8. **ADJOURNMENT**

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2018-19

Committee: Regional Railroad Authority

Meeting Date: 4/17/2018

SUBJECT: Agenda of April 17, 2018 is Presented for Approval

REQUESTED ACTION

Approve the agenda of April 17, 2018.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2018-20

Committee: Regional Railroad Authority

Meeting Date: 4/17/2018

SUBJECT: Minutes from March 13, 2018 are Presented for Approval

REQUESTED ACTION

Approve the Minutes from March 13, 2018.

ATTACHMENTS

1. Minutes from March 13, 2018

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2018-16

Committee: Regional Railroad Authority

Meeting Date: 4/17/2018

SUBJECT: Agreement with HNTB Corporation for Project Management 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, HNTB Corporation, 5500 Wayzata Boulevard, Golden Valley, MN 55416, for project management consultant services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project for the period of April 18, 2018 through April 17, 2020, in the not-to-exceed amount of \$999,758.
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 uses 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 HNTB Corporation for Project Management Consulting Services for the Environmental Ana

On January 23, 2018, per Resolution R2018-6, RCRRA selected a consultant to complete the Environmental Analysis Phase 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 support 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 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

On January 23, 2018, the RCRRA released a Request for Proposals for a qualified vendor to provide project management consultant services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project.

Below is the competitive solicitation summary:

Request for Proposals (RFP) Title	Project Management Consultant Services for the Rush Line Bus Rapid Transit Project
RFP Release Date	January 23, 2018
RFP Responses Due Date	February 22, 2018
Number of Contractors Notified	294
Number of RFP Responses	4
Proposal Evaluation Committee	RCRRA staff, MnDOT, Metro Transit/Metropolitan Council, City of Maplewood
RFP Evaluation Criteria	Contractor qualifications, key personnel qualifications, project understanding & approach, cost
Contractor Recommended	HNTB Corporation

The evaluation team evaluated the proposals based on the criteria identified in the solicitation and is recommending HNTB Corporation to provide project management consultant services for the Rush Line Bus Rapid Transit Project Environmental Analysis Phase.

FISCAL IMPACT

Funds are available in the RCRRA Rush Line capital project budget.

Agreement with HNTB Corporation for Project Management Consulting Services for the Environmental Ana

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 January 23, 2018 the Ramsey County Regional Railroad Authority authorized the issuance of a Request for Proposals for Project Management Consultant services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project (Resolution R2018-7).

On January 23, 2018, the Ramsey County Regional Railroad Authority approved an agreement with Kimley-Horn and Associates, Inc. for environment consulting services for the Rush Line Bus Rapid Transit Project (Resolution R2018-6).

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. Appendix A

Draft Resolution

WHEREAS, A Pre-Project Development Study has been completed for the Rush Line Corridor 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, On January 23, 2018, the Ramsey County Regional Railroad Authority selected a consultant to complete Environmental Analysis Phase through a separate procurement process in accordance with County policies and procedures; and

WHEREAS, The completion of the Environmental Analysis Phase of the Rush Line Bus Rapid Transit 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, Project management consultant services will be needed to assist the Ramsey County Regional Railroad Authority throughout the Environmental Analysis Phase in managing the advancement of the project through the federal and state environmental review processes and to a level of design sufficient to apply to the Federal Transit Administration to enter the Capital Investment Grants Program as a New Starts project, and for the project to transition to the Metropolitan Council as the lead agency for final design and implementation; and

WHEREAS, On January 23, 2018, the Ramsey County Regional Railroad Authority released a request for proposals for project management consultant services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project; and

WHEREAS, The evaluation team, made up of staff from Ramsey County agency and city partners reviewed the proposals that were submitted based on the criteria identified in the competitive solicitation; and

WHEREAS, The evaluation team recommends HNTB Corporation for project management consultant services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of and agreement with HNTB Corporation, 5500 Wayzata Boulevard, Golden Valley, MN 55416, for project management consultant services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project for the period of April 18, 2018 through April 17, 2020, in the not-to-exceed amount of \$999,758; and Be It Further

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

1
2 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County
3 Manager to approve and execute amendments to extend the term of the agreement in
4 accordance with the provisions of the agreement and with all other terms and conditions
5 remaining the same, in a form approved by the County Attorney's Office; and Be It Further
6

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

Professional Services Agreement

This is an Agreement between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota, 214 4th Street East, Saint Paul, MN 55101 ("RCRRA") and HNTB Corporation, 5500 Wayzata Blvd., Suite 450, Golden Valley, MN 55416, registered as a S Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.1.

The term of this Agreement shall be from April 18, 2018 through April 17, 2020 and may be renewed for up to one (1) additional one year period(s).

The full term of this agreement (including renewals) is 3 year(s), 0 month(s) and 0 day(s).

1.1.1.1.

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

2. Scope of Service

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

2.1.

The Contractor shall complete the services and tasks identified in Attachment A, Project Management Consultant (PMC) Scope of Services. Attachment A is hereby attached and incorporated into this Agreement.

2.2.

Services shall be provided at Golden Valley, MN. 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 as and if requested by RCRRA, it being understood that RCRRA might not purchase any services under this Agreement.

4. Cost

4.1.

RCRRA shall pay the Contractor a not to exceed fee of \$ 999,758.00 over the life of the contract according to the agreed to rates.

4.2.

RCRRA shall pay the Contractor the following unit rates:
Unit rates shall be in accordance with the Staff Billing Rates included in 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 Patrick Watz 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 RCRRRA 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 RCRRRA 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 RCRRRA 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 RCRRRA 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.

RCRRRA retains the right to inspect and review the Contractor's operations for potential risks to RCRRRA 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 RCRRRA and all Ramsey County data and intellectual property stored in the Contractor's system is the exclusive property of RCRRRA and Ramsey County respectively.

5.8. Indemnification

The Contractor shall indemnify and hold harmless and defend RCRRRA 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 RCRRRA or Ramsey County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of to the extent caused by any negligent, grossly negligent, or intentional acts, errors 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. To the fullest extent permitted by law, the total liability to RCRRRA and Ramsey County by Contractor for all judgments, losses, damages, and expenses resulting from any claims by RCRRRA or Ramsey County, arising out of the performance of the services,

shall not exceed USD \$2,500,000. To the extent permitted by law, neither party shall be liable to the other for any indirect or consequential damages resulting in any way from the performance of Contractor's services or otherwise arising from 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 negligent, grossly negligent or intentional acts, errors 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 \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit aggregate, \$1,000,000 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.

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:

Andrew Gitzlaff, RCRRA, Union Depot, 214 4th Street East, Saint Paul, MN 55101

Contractor:

Patrick Watz, HNTB Corp., 5500 Wayzata Blvd., Suite 450, Golden Valley, MN 55416

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. RCRRRA may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of RCRRRA Commissioners. Upon receipt of the RCRRRA'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 RCRRRA.

5.18. Termination

5.18.1.

RCRRRA 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 RCRRRA upon the commencement of such proceedings or other action. Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

5.18.2.

If the Contractor violates any material terms or conditions of this Agreement RCRRRA 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.

RCRRRA 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 accordance with the same degree of care, skill, and diligence shall be exercised in the performance of services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

5.21. Infringement

5.21.1.

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.

5.21.2.

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 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.

5.22. 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.

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 jobconnectmn@ramseycounty.us or call 651-266-6042.

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.

HNTB Corporation
THE HNTB COMPANIES
Infrastructure Solutions

5500 Wayzata Boulevard
Suite 450
Golden Valley, MN 55416

Telephone (763) 852-2100
www.hntb.com

HNTB

March 23, 2018

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

RE: Rush Line BRT Project Management Consultant Services (RFP# RRA0000001239)

Dear Andy:

This letter and referenced attachments provide the information requested by Ramsey County in support of the contract for the Rush Line BRT Project Management Consulting Services. This submittal includes:

1. Follow up information requested of HNTB Corporation at the March 16, 2018 meeting with Ramsey County (contained in this letter)
2. HNTB Corporation's original February 22, 2018 proposal excluding cost and hours estimates due to changes during negotiations
3. Supplemental information as referenced from this letter
4. Fee Estimate (cost and hours) reflecting changes during negotiations and billing rate tables

Follow Up Information

Project Management and Meeting Attendance Clarifications

HNTB's scope includes the attendance at Project meetings including at least one HNTB staff member attending RCRRA Project Manager / Environmental Analysis Phase (EAP) Consultant weekly call, PMT Meetings (twice per month), TAC Meetings (monthly) and other Agency Coordination meeting. A total of 145 meetings are anticipated with an average of 3 hours each, including preparation time, travel and attendance. HNTB will work with the RCRRA Project Manager throughout the Project to determine the appropriate meetings to attend. These meetings are in addition to technical Issues Resolution Meetings (IRTs) which will be supported under HNTB's Design Oversight scope.

Document Management Scope Clarifications

HNTB's Document Management responsibilities will include collection of past project studies, documentation of key scoping decisions during the EAP, collection of final EAP Consultant deliverables, documentation of correspondence and meeting minutes and assembling of all information for transmittal to the Metropolitan Council at the end of the EAP. All documents will be housed on the HNTB Project servers in our Minneapolis office. A Sharepoint site will be setup by HNTB to support file sharing and archiving during the EAP phase of the Project.

Quality Management Scope Clarifications

HNTB will be responsible for the development of the PMC Quality Plan and the overall Rush Line BRT Quality Management Plan. The Rush Line BRT Quality Management Plan represents the overarching Quality Management System that Ramsey County will implement during the EAP. HNTB will also oversee the EAP Consultants QA/QC Program including review of the EAP Quality Plan and audit of quality processes to make sure the EAP Consultant is following the approved plan.

Change Management

HNTB acknowledges the need to be nimble and flexible in the delivery of PMC services. We will communicate with the RCRRA Project Manager keeping him informed of the PMC services budget status and any potential changes to the scope. Although not anticipated at this time, if changes should occur and out-of-scope work is identified it might be possible to shift remaining budget from a completed task to fund the out-of-scope work. Additionally, the RCRRA Project Manager may choose to expend contingency for out-of-scope work. We will work with the RCRRA Project Manager to make sure that funding has been identified prior to the performance of Additional Services.

HNTB Assigned Staffing

In addition to this Project Management Consultant (PMC) role on the Rush Line BRT, HNTB is engaged by the Metropolitan Council as the PMC for the Gold Line BRT. While some individuals will work across both Projects, HNTB acknowledges the need to bring fresh perspective to the Rush Line BRT Project. With nearly 4000 employees in our North American consultancy practice, HNTB has the depth of resources to support Ramsey County throughout the EAP. We will work with Ramsey County to identify staff leading specific tasks in advance of the assignment and make sure that the HNTB staff assigned bring fresh ideas and innovation to the Rush Line Project. In accordance with Section 2, Sub-section 2.2, of the contract HNTB will provide services from our Golden Valley, MN offices as well as other HNTB offices as needed to perform the scope of services.

Fee Proposal Revisions

Attached to this letter is the final fee proposal reflecting negotiations and agreement from our meeting on March 16, 2018. The summary of agreed changes includes the following items:

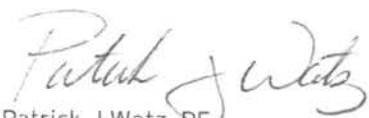
- 1) Added hours for Contract Administration not reflected in the original proposal
- 2) Modified hours for Project Management and PMP Development to provide additional staff oversight for Project meetings and FTA Coordination
- 3) Environmental Review - Section 106
 - a. Shifted hours for HNTB staff support for Architectural History (Charlotte Webber) and Archaeology (Tina Rust) to be used on an as needed basis during the Environmental Analysis Phase. Resumes are included from Ms. Webber and Ms. Rust
- 4) Reduce Document Management hours from 900 to 480 shifting hours to Quality Management to provide an overall Quality Management Plan and oversight of the EAP Consultants QA/QC Program to align with the revised scope of work outlined in this letter
- 5) Modified Contingency to reflect a portion of the costs set aside if Ramsey County elects to have HNTB implement PIMA
- 6) Modified rates to reflect recent promotions as reflected in the attached Rate Table for 2018, 2019 and 2020

We look forward to working with Ramsey County Regional Railroad Authority to advance the Rush Line BRT Project in partnership with you and the EAP Consultant. Please let me know if you require any further information. I can be reached at my direct number at 763-852-2160 or my mobile number 952-200-0622.

Sincerely,
HNTB Corporation



David P. Crosson, PE
Senior Vice President



Patrick J. Watz, PE
Project Manager / Vice President

Staff Roles and Time Commitments By Task

The following is a breakdown by task of the roles HNTB's proposed key staff will fulfill in support of the Rush Line BRT. The table also includes their estimated hours committed to their assigned tasks and their average billing rate over the two year project duration.

Task	Task Name	Key Personnel	Estimated Hours
1	Project Management and Project Management Plan Development	Patrick Watz	380
		Kevin Campbell	30
		Craig Lamothe	110
		Andy Roe	220
		Paul Glaser	50
		Pamela Fincher	100
		Mary Douglas Marshall	457
		Engineer II	60
		Marthand Nookala	50
		John Przybylski	96
2	FTA Coordination and Reporting	Patrick Watz	18
		Craig Lamothe	66
		Paul Glaser	0
3	Risk Management	Patrick Watz	50
		David Norfleet	60
		Mark Carpenter	100
4	Design Oversight	Paul Glaser	250
		Patrick Watz	138
		Karen Allen	50
		Angela Kingsley	70
		Mark Salzman	100
		Maria Donnelly	60
		Chris Handzel	90
		Pamela Fincher	62
		Doug Woodbury	16



Task	Task Name	Key Personnel	Estimated Hours
5	Environmental Review	Caron Kloser	128
		Mike Hammond	30
		Carolyn Seboe	30
		Connie White	30
		Adin McCann	30
		Julie Hampden	30
		Nani Jacobson	30
		Chris Meador	30
		Scott Tiller	50
		Mark Salzman	30
		Mike Zabel	30
		Charlotte Weber - Architectural Historian	30
		Tina Rust - Archaeologist II	30
6	Peer Review	HNTB Peer Reviewers	100
		Agency Peer Reviewers	TBD
7	Cost Estimating Review	Steve Schantzen	140
8	Ridership Forecasting Review	Steve Brown	74
		Bill McFarlane	114
9	Scheduling	Mark Carpenter	200
10	Document Control	Document Management Lead	180
		Document Management Administrator	300
11	Change Control/Configuration Management	Mark Carpenter	160
12	Project Delivery and Financing Advice	Steve Howe	110
		Chris Kopp	64
13	Support for Transition to Metropolitan Council	Craig Lamothe	120



Fee Proposal

HNTB's proposed fee is detailed below and on the next page, showing a summary by firm, summary by task, and HNTB's expenses.

Summary By Firm

Firm	Total Hours	Total Labor Cost	Direct Expenses	Total Cost	% Contract
HNTB Corporation	4,753	\$860,260	\$19,498	\$879,758	100.00%
Totals (Tasks 1-13)	4,753	\$860,260	\$19,498	\$879,758	
Contingency and Potential PIMA Implementation				\$120,000	
				\$999,758	

Summary By Task

Task	Task Name	Total Hours	Total Cost
1	Project Management Plan Development	1,493	\$283,311
2	FTA Coordination and Reporting	84	\$18,406
3	Risk Management	210	\$44,165
4	Design Oversight	836	\$163,600
5	Environmental Review	508	\$84,939
6	Peer Review	100	\$16,795
7	Cost Estimating Review	140	\$27,494
8	Ridership Forecasting Review	188	\$27,441
9	Scheduling	200	\$21,926
10	Document Control	480	\$82,826
11	Change Control/Configuration Management	160	\$17,541
12	Project Delivery and Financing Advice	234	\$49,997
13	Support for Project Transition to Metropolitan Council	120	\$21,820
	Total Labor (Tasks 1-13)	4,753	\$860,260
	+ Direct Expenses	-	\$19,498
	+ Contingency (10%)		\$120,000
	Totals (Tasks 1-13) + Direct Expenses	4,753	\$999,758

HNTB

Ramsey County Regional Railroad Authority Rush Line BRT Project Management Consultant



HNTB Expenses

Estimated Direct Costs - Base Work Plan

HNTB Corporation									
Base Year	2018								
Airfare - Escalation	3%		1.000		1.030		1.061		
Other - Escalation	3%		1.000		1.030		1.061		

Travel Expenses	Rate	2018		2019		2020		Total	
		Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
Airfare (per trip)									
Milwaukee to Minneapolis, MN	\$500	2	\$1,000	3	\$1,545	0	\$ -	5	\$2,545
Chicago to Minneapolis, MN	\$500	1	\$500	2	\$1,030	0	\$ -	3	\$1,530
Hotels (per day)									
(Assumes 3 nights per trip)									
Minneapolis, MN	\$145	9	\$1,305	15	\$2,240	0	\$ -	24	\$3,545
Subsistence (Per Diem)									
(Assumes 4 days per trip)									
Minneapolis, MN	\$64	12	\$768	20	\$1,318	0	\$ -	32	\$2,086
Car Rental (per day)									
(Assumes 4 days per trip)									
Minneapolis, MN	\$65	6	\$390	20	\$1,339	0	\$ -	26	\$1,729
Miscellaneous (per trip)	\$10	12	\$120	20	\$206	0	\$ -	32	\$326
(Assumes 4 days per trip)									
Subtotals			\$4,083		\$7,679		\$ -		\$11,762

Miscellaneous Expenses and Vendors	Rate	2018		2019		2020		Total	
		Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
Consumable Supplies (printing, reproduction, etc)	\$50	10	\$500	12	\$618	0	\$ -	22	\$1,118
Postage (USPS, UPS, Federal Express)	\$25	10	\$250	12	\$309	0	\$ -	22	\$559
Local Travel Expenses	\$0.54	500	\$270	500	\$270	0	\$ -	1000	\$540
Parking	\$20	10	\$200	12	\$247	0	\$ -	22	\$447
SharePoint Licensing (20 users)	\$120	20	\$2,400	20	\$2,472	0	\$ -	40	\$4,872
SharePoint Domain Name	\$100	1	\$100	1	\$100	0	\$ -	2	\$200
Subtotals			\$3,720		\$4,016		\$ -		\$7,736
Total Reimbursable Expenses			\$7,803		\$11,695		\$ -		\$19,498

Assumptions:

- 1) Outside reproduction of reports, engineering plans and specifications will be paid by Ramsey County Regional Railroad Authority
- 2) Consumable supplies and postage monthly expenses are based on historical usage on similar projects

Estimated Direct Costs - Suggested Modifications to Base Work Plan

Miscellaneous Expenses and Vendors	Rate	2018		2019		2020		Total	
		Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
PIMA Development	\$30,000	1	\$30,000	0	\$ -	0	\$ -	1	\$30,000
PIMA Hosting	\$250	12	\$3,000	12	\$3,000	4	\$1,000	28	\$7,000
Subtotals			\$33,000		\$3,000		\$ -		\$37,000
Total Reimbursable Expenses			\$33,000		\$3,000		\$1,000		\$37,000

HNTB

Ramsey County Regional Railroad Authority Rush Line BRT Project Management Consultant



Staff Billing Rates



Staff Names	2018 Rate	2019 Rate	2020 Rates
Karen Allen	\$169.44	\$175.37	\$181.51
Steve Brown	\$135.24	\$139.97	\$144.87
Kevin Campbell	\$298.94	\$309.41	\$320.24
Mark Carpenter	\$116.71	\$120.79	\$125.02
Maria Donnelly	\$137.45	\$142.26	\$147.24
Pamela Finscher	\$96.85	\$100.24	\$103.75
Paul Glaser	\$157.74	\$163.27	\$168.98
Mike Hammond	\$73.91	\$76.50	\$79.17
Julie Hampden	\$212.54	\$219.98	\$227.68
Chris Handzel	\$171.64	\$177.65	\$183.87
Steve Howe	\$261.66	\$270.82	\$280.29
Nani Jacobson	\$157.97	\$163.49	\$169.22
Angela Kingsley	\$126.42	\$130.84	\$135.42
Caron Kloser	\$205.40	\$212.59	\$220.03
Chris Kopp	\$229.45	\$237.48	\$245.79
Craig Lamothe	\$179.15	\$185.42	\$191.90
Bill MacFarlane	\$149.36	\$154.59	\$160.00
Mary Douglas Marshall	\$70.49	\$72.96	\$75.51
Adin McCann	\$225.48	\$233.37	\$241.54
Chris Meador	\$139.43	\$144.31	\$149.36
Marthand Nookala	\$297.40	\$307.81	\$318.58
David Norfleet	\$253.05	\$261.91	\$271.08
John Przybylski	\$96.19	\$99.56	\$103.04
Andy Roe	\$197.02	\$203.91	\$211.05
Tina Rust	\$91.34	\$94.53	\$97.84
Mark Salzman	\$202.75	\$209.85	\$217.19
Steve Schantzen	\$193.49	\$200.26	\$207.27
Carolyn Seboe	\$143.40	\$148.42	\$153.62
Scott Tiller	\$154.88	\$160.30	\$165.91
Patrick Watz	\$350.57	\$362.84	\$375.54
Charlotte Weber	\$175.17	\$181.31	\$187.65
Connie White	\$141.20	\$146.14	\$151.25
Doug Woodbury	\$379.47	\$392.75	\$406.50
Mike Zabel	\$91.78	\$94.99	\$98.32

Classifications	2018 Rate	2019 Rate	2020 Rates
Document Management Lead	\$200.55	\$207.56	\$214.83
Document Management Administrator	\$151.68	\$156.99	\$162.48
Engineer II	\$96.52	\$99.90	\$103.40
Peer Review Team	\$165.47	\$171.26	\$177.25

Note: Project billing rates for 2018 - 2020 are presented for the staff anticipated to work on the project. For staff that are added to the project at a later date, billing rates will be developed based on the individuals direct rate, HNTB's project overhead and a profit/fee.

HNTB

Ramsey County Regional Railroad Authority Rush Line BRT Project Management Consultant



HNTB

RUSH LINE BRT PROJECT MANAGEMENT CONSULTANT



Submitted to:
**Ramsey County Regional
Railroad Authority**
February 22, 2018
RFP#: RRA0000001239

Submitted by:
HNTB Corporation
5500 Wayzata Boulevard
Suite 450
Golden Valley, MN 55416


**RAMSEY
COUNTY**
Regional Railroad
Authority

HNTB Corporation
THE HNTB COMPANIES
Infrastructure Solutions

5500 Wayzata Boulevard
Suite 450
Golden Valley, MN 55416

Telephone (763) 852-2100
www.hntb.com

HNTB

February 22, 2018

Ms. Kyle Rahne
Ramsey County Procurement
4000 Metro Square
121 7th Place East
Saint Paul, MN 55101

RE: Rush Line BRT Project Management Consultant (RFP# RRA0000001239)

Dear Ms. Rahne:

The Rush Line BRT has reached a critical point where every detail and decision matters to successfully advance the project to enter FTA's Project Development phase and transition to the Metropolitan Council. Having the right resources at the right time will help Ramsey County Regional Railroad Authority navigate major decisions and detailed requirements. With HNTB as your project management consultant (PMC), the Regional Railroad Authority will benefit from:

A LEADERSHIP TEAM WITH TECHNICAL EXPERTISE AND AGENCY RELATIONSHIPS

Completing the Rush Line BRT Environmental Analysis Phase (EAP) in an efficient and compliant manner will require technical excellence and strong agency relationships to manage the expectations of FTA, Metropolitan Council, MnDOT, and other stakeholders. HNTB's core leadership team will assist the Regional Railroad Authority with minimizing risks and making sure the Rush Line BRT remains on schedule and within budget.



PATRICK WATZ, PE
Project Manager

- Detailed understanding of FTA process from work on eight FTA-funded projects
- Managed the engineering consultant services team for the Central Corridor LRT
- Brings best practices in design plan review and risk management from IndyGo Red Line BRT
- Led assigned spot reviews for the METRO Green Line Extension LRT Peer Review



CARON KLOSER, AICP
Environmental Oversight

- In-depth understanding of the environmental process from delivering NEPA documents for 25 projects
- Led the NEPA/MEPA team for the NLX Preliminary Engineering and Tier 2 EA
- Delivered the FTA award-winning TramLinkBR EA/FONSI
- Experience with NEPA reviews on transportation projects across the country



PAUL GLASER, PE
Design Oversight

- Delivered preliminary and final design for METRO Orange Line, including 12th Street final design on an accelerated 10-month schedule
- Experience coordinating with Metro Transit and MnDOT to deliver transit design plans
- Developed BRT concept alternatives for the TH 169 Managed Lane/BRT study
- Expertise analyzing design alternatives for impacts and cost



CRAIG LAMOTHE, AICP
Project Support Services

- Former Metro Transit employee with strong agency relationships
- Assisted with the METRO Green Line Extension LRT and METRO Gold Line BRT transitions to Metropolitan Council
- Strong working relationships with FTA staff (Region V and headquarters) and understanding of their expectations for coordination
- Provided technical guidance to east metro counties for the Riverview, Rush Line, and Gold Line projects

FLEXIBLE ON-CALL RESOURCES WITH PROVEN PROJECT MANAGEMENT EXPERIENCE

HNTB's on-call resources are committed to supporting the Rush Line BRT, bringing Ramsey County Regional Railroad Authority the right resources at the right time. Our team has a wealth of knowledge in delivering projects under the FTA's Capital Investment Grant (CIG) program and providing collaborative and timely project management services that bring value to clients, mitigate risks, and identify opportunities to enhance the project. A few of the projects where the HNTB team has delivered project management services for transit projects include:

- Owner's representative services for M-1 RAIL's Q Line Streetcar in Detroit
- Construction management services for IndyGo's Red Line BRT in Indianapolis
- Peer review services for the METRO Green Line Extension in Minneapolis

Our team will leverage lessons learned and best practices from these projects to assist the Regional Railroad Authority with advancing the Rush Line BRT through the EAP and into Project Development.

EFFICIENCIES GAINED FROM METRO GOLD LINE BRT

As the PMC for the METRO Gold Line BRT, the region's first dedicated guideway BRT and the first local BRT under the FTA "New Starts" program, HNTB can offer unparalleled efficiencies and insight for the Rush Line BRT team. At the same time that Rush Line BRT is advancing design and an EA/FONSI, METRO Gold Line BRT has entered Project Development and will complete an EA/FONSI. The environmental analysis will advance in parallel, providing for streamlined FTA coordination and review of Rush Line BRT environmental documents. There is also the opportunity to leverage lessons learned and work products from the METRO Gold Line BRT team. These work products include design criteria, project management plans, alternative delivery evaluation, change controls procedures, and risk registers. We have identified several staff members who will perform similar tasks for the Rush Line BRT and the METRO Gold Line BRT, including:

- Steve Howe, PE, and Chris Kopp, AICP, CTP, for alternative delivery and financing support services
- Mark Carpenter, PSP, AC, for change control/configuration management and scheduling
- Steve Schantzen, PSP, for cost estimate reviews
- Caron Kloser, AICP, Carolyn Seboe, AICP, Connie White, AICP, and Adin McCann, PE, for environmental support
- Patrick Watz, PE, project manager for the Rush Line BRT, is providing oversight of the quality assurance program for METRO Gold Line BRT

These team members are providing similar services on-call for the METRO Gold Line BRT and have sufficient availability to support the Regional Railroad Authority during the Rush Line BRT EAP.

The HNTB team brings the right expertise in delivering BRT projects with committed resources to provide timely support, and strong FTA and Metropolitan Council relationships for efficient coordination with the EAP consultant. If you have any questions, please contact Patrick at (763) 852-2160. We look forward to working with Ramsey County Regional Railroad Authority to make the Rush Line BRT a reality!

Sincerely,
HNTB Corporation



Mark Becherer, PE
Vice President/Authorized Member



Patrick Watz, PE
Project Manager

PROJECT UNDERSTANDING

With the selection of the Locally Preferred Alternative (LPA), Ramsey County Regional Railroad Authority has progressed the Rush Line BRT into the Environmental Analysis Phase (EAP). The Regional Railroad Authority's goals at the completion of the EAP are to complete the Environmental Assessment (EA)/Finding of No Significant Impact (FONSI) in compliance with National Environmental Policy Act (NEPA)/Minnesota Environmental Policy Act (MEPA), maintain the competitive position of Rush Line BRT for federal funding under FTA's Capital Investment Grant (CIG) program, prepare the project for entry into the Project Development (PD) phase, and transition the Rush Line BRT to the Metropolitan Council for implementation.

Ramsey County Regional Railroad Authority has selected an EAP Consultant team to advance the design, station area planning, support community engagement and complete the EA/FONSI over the next two years. In support of the EAP, Ramsey County Regional Railroad Authority has identified the need for a PMC to support Regional Railroad Authority staff in project management and several technical areas. In addition, the Regional Railroad Authority has developed an interagency agreement under which MnDOT will provide additional technical support for the Rush Line BRT. In the role of PMC, HNTB has assembled a team that will act as an extension of Regional Railroad Authority staff, providing a **seasoned, adaptable, and collaborative team** to work directly with the EAP Consultant and make sure Regional Railroad Authority's goals are achieved. We have evaluated the scope of work and developed a staffing plan and approach that supports the Regional Railroad Authority's needs for on-call technical expertise. Additionally, our strong professional relationships with the EAP Consultant team members from the METRO Gold Line BRT and other regional projects will allow us to work collaboratively to advance the Rush Line BRT into PD.

PROJECT APPROACH

From the scope of work, we have identified four primary areas the PMC will support Ramsey County Regional Railroad Authority during the EAP: Project Management Services, Technical Reviews and Advisory Services, Design Oversight, and Environmental Oversight. The tasks and deliverables under the PMC scope of work have been grouped into these four areas to better define our approach to deliver the PMC services.

Project Management Service

Patrick Watz, PE, will be your primary point of contact and will lead the PMC team in supporting the Regional Railroad Authority throughout the EAP. Our project management approach is centered around establishing a culture of collaboration and teamwork between Ramsey County Regional Railroad Authority staff, PMC team, EAP Consultant, Metropolitan Council, FTA, MnDOT, and the cities along the corridor. This culture is established through open communication and the development of trust among project stakeholders. As your PMC, HNTB will support the Regional Railroad Authority project manager throughout the project, communicate expectations with the EAP Consultant and objectively

review in-progress technical work and deliverables. We are an extension of your staff and an advocate for the Rush Line BRT. To better coordinate activities for the Rush Line BRT EAP, weekly meetings will be scheduled for coordination between Regional Railroad Authority, EAP Consultant and the PMC. We will attend Project Management Team (PMT) meetings every other week, monthly Technical Advisory Committee (TAC) meetings and other coordination meetings as deemed necessary by Regional Railroad Authority. Issues Resolution Team meetings will be held to discuss critical technical issues and document the decision-making process and project scoping decisions. As your PMC, HNTB will support these project meetings with meeting materials, documentation and administrative support.

Project Management Plan (PMP) Development

A key characteristic of successful FTA-funded transit projects is demonstration of the organization's management capacity and capabilities. The FTA will typically review the agency's PMP at key milestones during PD, prior to entry into Engineering and prior to issuance of the Full Funding Grant Agreement (FFGA). The PMP outlines the organizational structure, process and procedures to deliver the Rush Line BRT and sets the direction for the project team. During the EAP, and prior to entering PD, we recommend the PMP contain key elements of the FTA required PMP, including: NEPA Coordination, Design Control, Project Controls and Project Delivery and Procurement.

Kevin Campbell, RA, AIA, ASQ, NCARB, will lead HNTB's preparation of the Rush Line BRT PMP in coordination with Regional Railroad Authority staff and the EAP Consultant. The HNTB team will assist with updates to the PMP document as the project progresses to address any potential changes to the project.



Transit PMP Experience

Kevin Campbell, RA, AIA, ASQ, NCARB, has developed PMP documents for FTA funded projects for the Chicago Transit Authority and IndyGo's Red Line BRT in Indianapolis.

FTA Coordination and Reporting

HNTB will assist Ramsey County Regional Railroad Authority in the coordination of communications and documentation submittals to the FTA. We will also coordinate with the project team, including the Metropolitan Council and the EAP Consultant, to prepare presentation materials for FTA meetings and facilitate these meetings as necessary. HNTB will be your reviewer for documents provided by the EAP Consultant that will be submitted to the FTA. We understand FTA's expectations for documentation, such as the PD application and the EA/FONSI. We are familiar with the environmental reviewer's role as **Caron Kloser, AICP**, has performed NEPA document review on other projects, including Milwaukee Streetcar EA, Chicago-Omaha HSR Tier 1 EIS and Florida HSR EIS.

HNTB

Ramsey County Regional Railroad Authority Rush Line BRT Project Management Consultant



Scheduling

As the roadmap to completion of the EAP, a well-planned and consistently updated schedule will be a vital management tool to allow Regional Railroad Authority to make effective decisions. It is essential that the logic, sequencing and interdependencies of the activities specific to the Rush Line BRT be fully understood to create a meaningful Integrated Master Program Schedule (IMPS). **Mark Carpenter, PSP, AC**, will lead the development of an IMPS that provides comprehensive activity status and tracking of potential schedule issues. This will be backed by detailed project schedules, such as the EAP Consultant's schedule, that accurately inform the assumptions in the IMPS and identifies key interfaces, milestones and dependencies.

The HNTB team will prepare an initial IMPS using Primavera P6. We will work with Regional Railroad Authority and the EAP Consultant to build and refine the IMPS based on inputs to activity descriptions, durations, predecessor and successor relationships, and interdependency of activities. We anticipate that as the project progresses additional details will need to be added to the schedule. A Basis of Schedule report will be developed that outlines the planning basis for the schedule and any uncertainties and assumptions made in the development of the IMPS. We will develop reporting procedures on milestones and near critical and critical activities to track schedule progress and variances against the baseline IMPS.

The IMPS will be updated monthly using a strict schedule change control procedure and we will provide activity status and identify any potential schedule slippage and recovery plans. The IMPS and a schedule status report will be distributed monthly to the project team for review and discussions at the PMT.



FTA Relationships

The HNTB team has extensive experience on transit projects requiring coordination with the FTA Region V and Washington D.C. staff. We understand the FTA, their procedures and how to communicate effectively and advocate for your project. As members of the project PMTs, both **Patrick Watz, PE**, and **Craig Lamotte, AICP**, attended monthly and quarterly FTA meetings for the METRO Green Line LRT and METRO Green Line Extension, respectively. They have coordinated submittals to FTA and met frequently with the FTA Project Management Oversight Consultant (PMOC) in their oversight of the FTA funded projects.

Document Control

With the transition of the Rush Line BRT to the Metropolitan Council after the EAP, it will be necessary to turn over documentation of the design decisions (technical issue resolution) made during the EAP and other project documents. A complete and accurate project record is only obtained with the proper document management and controls procedures. One of the key aspects

to the document control is the implementation of a document management system that is right-sized for the project. HNTB has experience in the selection and implementation of cloud-based document management solutions, such as ProjectWise or SharePoint. A robust document management system will provide the necessary security and controls, ability to track and store final documents and provide controlled access to individuals with appropriate security. In addition to the maintenance of project record file, PMC working files for meeting notes, correspondence and other records will be maintained on the HNTB project server. **Strict document controls procedures and a robust document management system will make sure the transition of documentation to the Metropolitan Council is complete, timely, and accurate.**

We will establish appropriate procedures and provide administrative support to make sure documents are properly classified and filed. We will provide appropriate training to Regional Railroad Authority, EAP Consultant and other project staff on the classification, filing and retrieval procedures for project documents. During training, requirements for record maintenance will be covered so project participants are aware of the need to maintain files as part of the project record.

Change Control/Configuration Management

Transit projects are inherently complex with changes that must be managed throughout the project. Critical to the success of these projects is effective management of the Baseline Description of the system. Without agreement and definition of key elements, project budget and schedule changes cannot be identified nor their impacts measured. Working with Ramsey County Regional Railroad Authority and the EAP Consultant, **Mark Carpenter, PSP, AC**, will develop the Baseline Description document. Previous studies will help to inform the Baseline Description document that will identify key features of the project that are subject to change control. These features may include:

- Guideway vertical and horizontal alignment
- Shared versus dedicated guideway
- BAT lane configurations
- Transit Signal Priority (TSP) locations
- Station sizing and features
- Urban design treatments
- Park-and-ride locations
- Fleet size
- Fare collection equipment
- Other BRT features

Once the Baseline Description of the system is established, administrative procedures will be developed to define how changes to the Baseline Description are measured. HNTB has established configuration management and change control procedures for transit projects, such as the IndyGo Red Line BRT, that can inform the development of the Regional Railroad Authority's procedures.

HNTB



These procedures are based on proactive communications among the project team to identify when a change has occurred and analyzing the change for potential impacts to scope, schedule and budget. Led by Mark, HNTB will administer the change control program by monitoring the advancement of the project design for potential changes to the baseline configuration. We will work collaboratively with the Regional Railroad Authority and the EAP Consultant during design development to identify potential impacts of configuration changes. Procedures will be established with appropriate thresholds to trigger when stakeholders and outside agencies should be informed. Triggers are typically driven by cost or schedule; however, changes to a particular element or configuration may require the engagement and approval of stakeholders. We will work with Regional Railroad Authority to notify and gain concurrence from project stakeholders regarding proposed changes as necessary.

Risk Identification, Assessment, and Management

Risk Identification

The FTA requires grantees to employ "risk informed" project management processes with the aim of managing risks and delivering projects with greater certainty around cost and schedule. **In our experience, agencies that institute their own risk management program early gain credibility and confidence with FTA and PMOC staff.** In addition to the FTA and PMOC, the Metropolitan Council will want to make sure the project risks have been addressed with appropriate mitigation measures. We will work with Ramsey County Regional Railroad Authority to develop a risk management program that is tailored for the Rush Line BRT. See Figure 1 for an example process we've used on other projects, such as the IndyGo Red Line BRT.

Patrick Watz, PE, will lead the risk management program for the PMC team. The program will begin with one-on-one and small group meetings to identify project risks. Risk identification will then be validated through a formal workshop, facilitated by **David Norfleet, CCP, CFCC, DRMP**, with the Regional Railroad Authority, stakeholders and the EAP Consultant to identify, assess and prioritize risks and opportunities. The meetings and workshops will develop the baseline risk register for requirements, design and future construction risks.

Risk Assessment

It is not enough to simply identify risks – sound project management practices include identification of the likelihood of occurrence and the potential impact of each risk event through a qualitative risk assessment. Only with full knowledge of the project risks and their potential impacts can the project team decide the best approach to manage the risk events. The risk assessment workshop will focus on identification and description of risks, timing, potential cost and schedule impacts, and likelihood of occurrence. This information will be used to update the risk register, which will be reviewed in draft form with Regional Railroad Authority staff. The HNTB team will integrate capital costs, schedule, and change and risk management processes, and apply them consistently throughout the project to provide greater confidence to Regional Railroad Authority, Metropolitan Council, and other stakeholders.

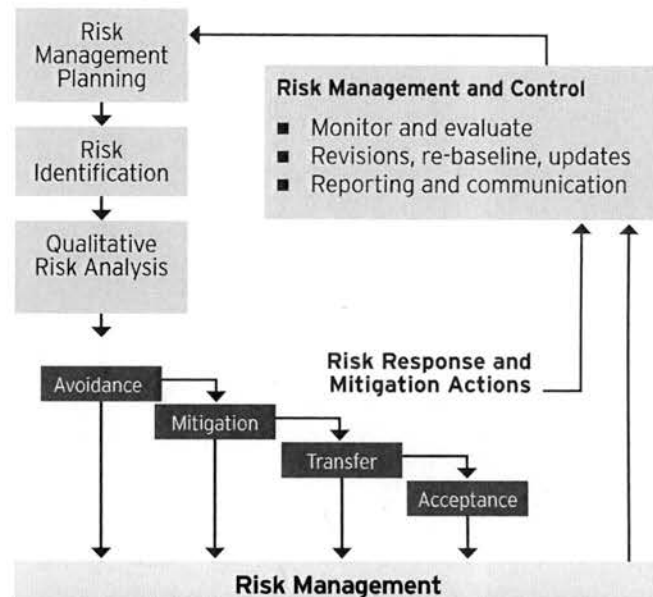


Figure 1: Identifying Risks Early to Minimize Impacts. HNTB will work with Ramsey County Regional Railroad Authority to develop a risk management program that is tailored for Rush Line BRT to identify risk events, their likelihood of occurrence, and potential impacts.

Risk Management

When the risk assessment is complete, HNTB will meet with Ramsey County Regional Railroad Authority staff to identify mitigation measures for reducing impact of project risks or capitalizing on identified opportunities. The resulting risk management process will allow the project team to identify risks early and establish a plan on whether to avoid, accept, transfer or mitigate a particular risk. If an opportunity is identified, the team will be able to prepare a plan to capitalize on it.

The risk register will not represent a static point in time, but will be updated to reflect changing conditions as the project progresses. The project team will review the risk register at PMT meetings and update it through scheduled PMT Risk Review Workshops to identify potential new risks or changes in the impact or likelihood of occurrences of risk events. As the project progresses, the project team will review the risk register with an eye toward minimizing the impacts of identified risks.

Support for Project Transition to Metropolitan Council

As with prior regional transitway projects, it is anticipated that the Rush Line BRT will transition to the Metropolitan Council and enter the FTA Capital Investment Grant (CIG) program. The transition is expected to occur after the NEPA/MEPA process is completed and prior to entering PD under the FTA CIG program. The Metropolitan Council will require critical decisions to be made and key issues to be resolved during the EAP. HNTB is uniquely positioned to understand the Metropolitan Council's needs with **Craig Lamothe, AICP**, leading HNTB's efforts to support Rush Line BRT's transition to Metropolitan Council.



Transitioning METRO Gold Line BRT

Craig Lamothe, AICP, recently assisted with transitioning METRO Gold Line BRT to the Metropolitan Council while working at the agency. He understands exactly what the Metropolitan Council will be looking for and will make sure the Rush Line BRT is prepared every step of the way.

Through Craig's established relationships, he will support the Regional Railroad Authority throughout the EAP and during this critical transition point. Based on our experience on previous projects, we have identified several critical areas the PMC team will focus on to make sure the Rush Line BRT transitions smoothly to the Metropolitan Council:

- Secure local approvals and concurrence from stakeholders for the preliminary design and guideway alignment
- Complete railroad agreements for the alignment north of I-694
- Coordinate with Metro Transit for changes to the bus network and BRT operating assumptions
- Verify completion of the EA and receipt of the FONSI
- Develop a sound financial plan
- Remain qualified for FTA's CIG program

The Metropolitan Council will require a complete and accurate record of the decisions that were made during earlier phases of the project to avoid revisiting technical issues. HNTB will maintain the records through our sound document management procedures so the transfer of documentation and records is orderly and seamless to the Metropolitan Council.

As the project transitions to the Metropolitan Council and enters PD, it will be necessary to develop a detailed plan for resource needs. HNTB local staff, including **Patrick Watz, PE**, and **Craig Lamothe, AICP**, have worked directly in project office environments and have extensive experience working on the PD, Engineering and FFGA phases of New Starts projects in the region, such as METRO Green Line LRT and METRO Green Line LRT Extension. They understand the resource requirements of these projects and will assist the Regional Railroad Authority and Metropolitan Council in development of a project organizational chart and identification of potential staffing and office needs for the future phases of the project.

Technical Review and Advisory Services

Cost Estimating

HNTB understands the need for accurate estimating to gain the confidence of policymakers during the EAP, the Metropolitan

Council as the project transitions to PD, and the FTA, which will ultimately provide the federal matching grant to fund the Rush Line BRT. Implementation of one of the region's first BRTs with dedicated guideway requires specific attention to make sure the capital and operating cost estimates are developed accurately to reflect the project elements and areas of risk. We will work collaboratively with the EAP Consultant to review key assumptions, cost estimating methodology and the Basis of Estimate report as the cost estimate is being developed. **This collaborative review will focus on the building blocks of the estimate and reduce the potential for differences in methodology and opinions on the probable costs for the project.**

The EAP Consultant will develop cost estimates for the Rush Line BRT for all categories of the SCC Workbook. This includes estimating the construction costs (SCC 10-50), right-of-way (SCC 60), BRT vehicles (SCC 70), professional services (SCC 80), unallocated contingency (SCC 90) and financing charges (SCC 100). In the development of the cost estimate it will be important to establish an accurate budget for professional services and specifically the budget required to complete PD. We understand the specific needs during each phase of the project, including agency staffing and consultant support. **This knowledge will allow us to expeditiously review and comment on the professional services budget and the entire cost estimate developed by the EAP Consultant.**

During the development of cost estimates, **Steve Schantzen, PSP**, will review and provide input to the EAP Consultant's cost estimates. Steve is also leading our cost estimate review services for the METRO Gold Line BRT PMC, providing seamless coordination with the Rush Line EAP Consultant team. The METRO Gold Line BRT and Rush Line BRT are similar in size and timeframe for implementation. Steve's role is to review the cost estimate in an as-needed capacity at distinct milestones, allowing him to work effectively across both projects. Steve will also have an established working relationship with the EAP Consultant team through his collaborative engagement on the METRO Gold Line BRT.



Transit Cost Estimate Experience

Steve Schantzen, PSP, has led a similar effort for the IndyGo Red Line BRT, developing estimates in parallel with the Designer-of-Record and reviewing the design consultant's estimates. His work led to award of all construction projects at \$4 million below the engineer's estimate. Steve and his local project controls team members have also worked on local transit projects, such as the METRO Green Line, METRO Orange Line BRT, and Heywood II Bus Garage projects. Their experience providing estimates for regional transitway projects will help reconcile differences and coordinate accurate cost estimates with the EAP Consultant.

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Ridership Forecasting

Steve Brown, AICP, will lead the review of the FTA's Simplified Trips on Project Software (STOPS) model ridership forecasting and **Bill MacFarlane** will review the ridership modeling forecasting developed using the Regional Travel Demand Forecast Models (RTDFM). Critical to the accuracy of the ridership forecasts is the inputs to the model. As the EAP Consultant updates the ridership forecasts for the Rush Line BRT, Steve and Bill will review the proposed RTDFM and STOPS models for changes due to design modifications, changes proposed for shared-use from the EAP Consultant's bus network planning task, and the underlying proposed modeling methodology. HNTB will review outputs from the modeling efforts leveraging our professional experience to test the resulting ridership forecasts.



STOPS and RTDFM Modeling Experience

Steve Brown, AICP, has 11 years of experience with transit ridership forecasting, using FTA STOPS model on regional projects, such as Pace's Pulse Milwaukee and Dempster lines in Chicago and proposed Red Line and Blue Line in Madison, WI. **Bill MacFarlane** has led travel demand modeling efforts in multiple regions across the country, including Des Moines, Indianapolis, Houston, and San Diego. Their combined experience will make sure the Rush Line BRT ridership forecasts are accurate.

Project Delivery and Financing Advice

Project delivery and financing decisions go hand-in-hand. As the team begins assessing alternative delivery methods, the financing and funding stream will often shape decisions around preferred delivery method.

Alternative Delivery

Alternative delivery methods that have been used on transit projects across the country include Construction Manager General Contractor (CMGC), Design-Build (DB), Design-Build-Finance (DBF), Design-Build-Finance-Operate-Maintain (DMFOM) and Public-Private Partnerships (P3). **Steve Howe, PE**, is an expert in alternative delivery methods and will lead the advisory services for the Rush Line BRT. For METRO Gold Line BRT, Steve recently led a workshop to evaluate alternative delivery methods and provided context on how other transit agencies across the country delivered their BRT projects (see Figure 2). Steve has assisted 16 agencies in 12 states with their contract delivery mechanisms and procurement and will assist Regional Railroad Authority and Metropolitan Council with determining the right course of action for Rush Line BRT.

Example Delivery Timelines

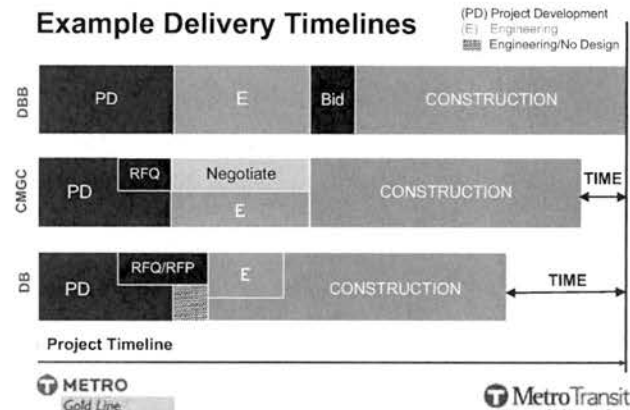


Figure 2: Evaluating Alternative Delivery Methods to Make Rush Line BRT a Reality. Pictured above is a slide from Steve Howe's, PE, presentation to the METRO Gold Line BRT team. He will bring the same level of expertise to the Rush Line BRT to make sure the right decision is made for successful implementation.

Financing Advisory

Chris Kopp, AICP, CTP, will lead the financing advisory services for HNTB's team. Chris is well-versed in alternative financing and led the development of the comprehensive business plan for the M-1 RAIL Q Line in Detroit. The Q Line included a unique blend of public and private financing with the participation of the M-1 RAIL Corporation - a 501(c)3 non-profit corporation consisting of multiple private donors and foundations. He is leading the development of the Financial Plan for the METRO Gold Line BRT PMC team, including the development of financial control procedures. This experience will provide greater efficiencies and economies of scale for Rush Line BRT as Chris is knowledgeable in the funding sources used on local transitway projects. Chris also brings a unique external perspective from the many transit projects he has worked on across the country, allowing him to bring innovation to the Rush Line BRT financing and funding approach.

Workshop Approach

Our comprehensive evaluation of project delivery and financing options begins with a goal setting workshop that HNTB has branded as a "Success Management" workshop. During the workshop, goals for quality, cost, schedule and other factors will be established and prioritized with project stakeholders. Future workshops include discussion topics, such as funding, financing, delivery alternatives, market analysis and trends. HNTB will bring forward examples of similar BRT projects that used alternative delivery methods and identify how the funding and financing was structured. Additionally, the FTA's "program of projects" will be evaluated for use in the region. HNTB will use the outputs from these workshops to define and summarize the potential delivery methods and work with Regional Railroad Authority and Metropolitan Council to identify the preferred delivery method. A comprehensive implementation plan can then be developed should an alternate delivery approach be identified.

Design Oversight

The PMC design oversight role will consist of attending technical Issues Resolution Team (IRT) meetings, spot reviews of in-progress work and formal structured review of the EAP Consultants reports and design plans. Spot reviews will consist of in-progress review of key elements and areas of risk, such as stations, guideway, bridge structures, trail alignment and the Ramsey County Regional Railroad Authority Right-of-Way Master Plan, which are the output of issues resolution meetings. We anticipate reviewing EAP Consultant deliverables, such as BRT Design Criteria, proposed station locations and guideway alignment, visual quality analysis and proposed construction limits and right-of-way impacts with an eye toward enhancing the design.

HNTB's design review efforts will emphasize regular and timely design coordination that collaboratively involves Ramsey County Regional Railroad Authority, Metropolitan Council, MnDOT, cities and the EAP Consultant. This coordination will identify and resolve issues early in the design process, minimizing schedule and cost risks.

Our comprehensive approach is drawn from our experience as the construction manager for IndyGo's Red Line BRT, peer review consultant for the METRO Green Line LRT Extension and other similar transit projects across the country. **Paul Glaser, PE**, will lead the coordinated design reviews for the HNTB team.



Design Review Experience

Paul Glaser, PE, was responsible for HNTB's reviews of the Red Line BRT project in Indianapolis, where he provided reviews at 60% and 90% plans. Paul understands how to coordinate across disciplines for input as the EAP Consultant progresses the design, leading to fewer conflicts and delivery of a biddable and buildable project.

Our team will perform formal review of draft and final deliverables for conceptual station area plans, trail design, the Regional Railroad Authority Right of Way Master Plan and the 15% design to accomplish the following:

- Make sure design criteria and other applicable industry design standards are met, full project scope is included, and plans provide a comprehensive project definition
- Leverage Bluebeam Revu to facilitate effective interdisciplinary design reviews (see Figure 3 on the next page)
- Identify, document and track participating agencies and the future owner/operator reviewer comments to resolution

The following are highlights of the tools and strategies we will use to accomplish these objectives:

Design Coordination Meetings

The HNTB team will proactively engage the EAP Consultant design team to avoid major pitfalls that can occur due to a lack of coordination. We will participate in weekly coordination meetings with the Regional Railroad Authority and the EAP Consultant.

At the start of the project, these meetings will be used to identify, confirm and document the Baseline Description of the system and design criteria to make sure requirements from the FTA, Metropolitan Council, MnDOT, and other applicable agencies with jurisdiction are being met. As design efforts progress, these strategic meetings will focus on confirming major design decisions, providing over-the-shoulder design feedback, and resolving issues requiring agency coordination and buy-in. In addition, we anticipate that separate coordination meetings will be required with the EAP Consultant and the affected cities along the corridor.

HNTB will track the decisions and action items from these meetings in a Design Issues Log. This log will serve as a critical project reference and be included as an agenda item at PMT meetings. When appropriate, **HNTB will conduct over-the-shoulder reviews with the EAP Consultant to make sure the project design is progressing on schedule, and significant issues are being resolved in accordance with agreements reached at these coordination meetings.**

Cloud-Based Design Review

Through the innovative use of cloud-based technology, Bluebeam Revu, the HNTB team will organize and manage seamless, coordinated reviews for the project design. Each review will have a set of consolidated review comments that will be shared with the Regional Railroad Authority, EAP Consultant, Metropolitan Council, MnDOT, and other partner agencies. We will provide Bluebeam Revu training to familiarize reviewers with the markup tool, navigation of Bluebeam, and the procedures for documenting review comments.

Because Bluebeam Revu is cloud-based, our discipline leads, the Regional Railroad Authority, EAP Consultant, Metropolitan Council, MnDOT, and other partner agencies will be able to conduct simultaneous reviews at each submittal of both draft and final deliverables, yielding a set of comprehensive interdisciplinary review comments that draw upon the insight and expertise of each reviewer. With a simultaneous and coordinated review, issues identified by one discipline are immediately known to another and coordinated early for resolution. In addition, less time will be needed to review and synchronize comments prior to transmitting to the EAP Consultant.

Ramsey County Regional Railroad Authority will be included in the design review sessions and have real-time access to review comments and progress. This will allow project staff to monitor and resolve issues when identified. When necessary, review comments from other external partners and agencies, including Metropolitan Council, can be integrated into the PMC review to be addressed and considered alongside discipline review comments.



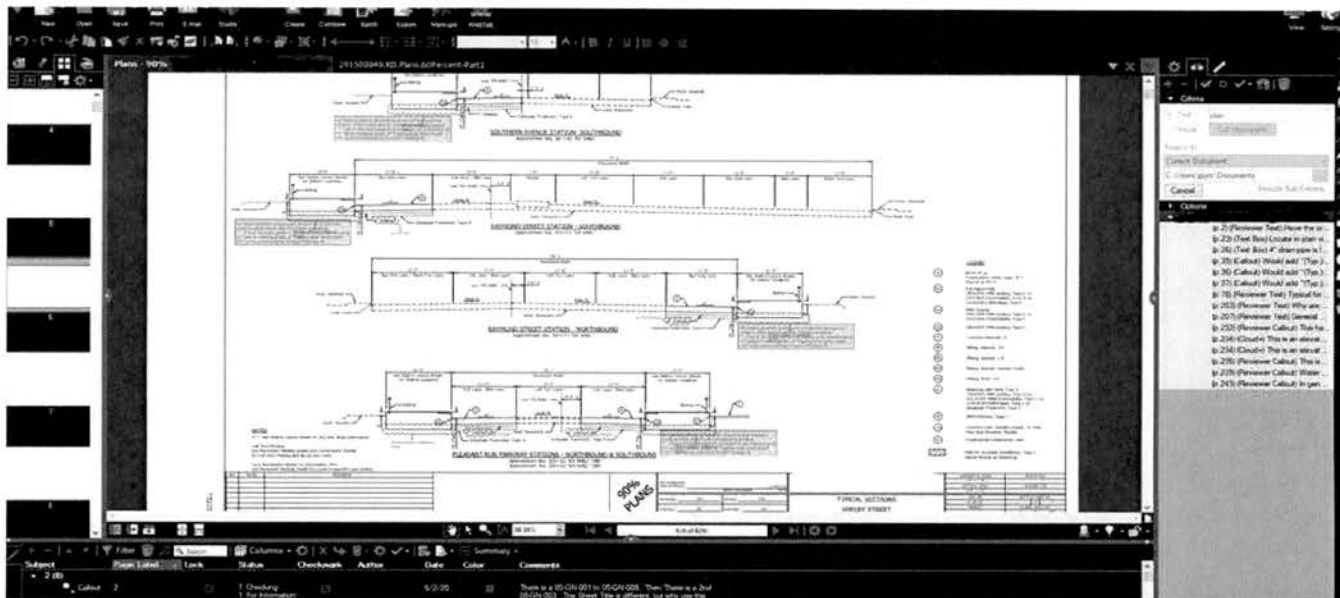


Figure 3: Bluebeam Revu To Save Time. An added benefit of the Bluebeam Revu product is the reduction in duplicative or conflicting comments and an overall expedited review time. The photo above shows a capture of a Bluebeam Revu session used on IndyGo Red Line BRT. HNTB completed each round of design reviews within 14 days – half the time allowed by our contract.

Tracking Participating Agency Issues and Review Comments

Critical to the local agency approvals (Cities of St. Paul, Maplewood, Gem Lake, Vadnais Heights, White Bear Lake, White Bear Township and Ramsey County) and the transition to the Metropolitan Council is tracking issues identified by these agencies during the design development process. It will be important to collaboratively resolve these issues to make sure the reviewing agencies accept the proposed design. We will identify and track issues and confirm these issues are being addressed throughout the design process. A comprehensive log of comments and issues will be tracked for each agency and any disagreements between the EAP Consultant and project partners will be elevated for resolution.

HNTB will review in-progress design documents for progress on, and resolution of, identified issues in the tracking log. We will update the tracking log with status and review with the project team at the weekly coordination meeting. **This comprehensive process will allow issues to be identified much earlier in the design process to mitigate schedule and cost risks for the Regional Railroad Authority and project partners. This approach will also help the Regional Railroad Authority and the EAP Consultant build trust with project partners to achieve buy-in for the Rush Line BRT design as it moves through local agency approvals and transitions to the Metropolitan Council.**

Peer Review

The purpose of the peer review at 15% design is to take advantage of the lessons learned by other agencies that have delivered similar projects. Early in the project, HNTB will identify potential participants in the peer review process. Attendees may include

internal staff from HNTB, such as **Kevin Campbell, RA, AIA, ASQ, NCARB, Chris Weyer, PE, Dan Enser, PE, and Mark Huffer**. BRT in a dedicated guideway is a new service to the region; however, many agencies across the country have operational systems. We recommend including transit agencies from across the country, in particular operations and maintenance staff, to participate in the peer review. HNTB has relationships with many transit agencies that have implemented BRT, including LA Metro, MBTA and CTA. We will work with the Regional Railroad Authority and Metro Transit to identify the right mix of participants to review key aspects of the project, including guideway, structures, stations, TSP and BRT operations.

The peer review team will participate in a workshop setting where the EAP Consultant will present the current design. The peer reviewers will then work collaboratively, and in small groups, to identify areas of concern. The peer review comments will be documented and presented in a formal peer review report. The peer review report will be reviewed by the participants prior to submitting a draft to the Regional Railroad Authority for review. HNTB will work with Regional Railroad Authority and the EAP Consultant to review the peer review comments and determine areas for improvement for the overall project.



Local Peer Review Experience

As the peer reviewer for the METRO Green Line Extension, HNTB understands how to conduct effective peer reviews locally. We will use our proven processes and tools to structure an effective peer review that integrates with the design development process to give Regional Railroad Authority confidence in the proposed design.

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Environmental Oversight

The primary role of the PMC for environmental oversight is to make certain technical reports and documentation prepared by the EAP Consultant comply with state and federal requirements for NEPA and MEPA. **Caron Kloser, AICP**, will lead the environmental oversight team, reviewing the EAP Consultant's environmental deliverables. Caron has a working relationship with the EAP Consultant team from her role leading the Northern Lights Express (NLX) Station Preliminary Engineering and Tier 2 EA, where Jeanne Witzig of Kimley-Horn provided oversight of the environmental documents as the project management oversight (PMO) consultant for MnDOT. Caron and the environmental oversight team will review draft and final technical reports, providing comments to the EAP Consultant for discussion and incorporation into the final EA.

The EAP Consultant will coordinate cultural resources activities with MnDOT CRU to complete Section 106 tasks. Caron and the environmental oversight team have strong professional relationships with the MnDOT CRU from our experience completing the environmental documents for the NLX project. Our team includes as-needed resources with a history of working with the MnDOT CRU and the technical expertise to review the Area of Potential Effect (APE), Architecture History Phase I and II reports and Archeology Phase I and II reports. We are prepared to support the Regional Railroad Authority, MnDOT CRU and the EAP Consultant with our teaming partners Two Pines Resources Group and Hess Roise and Company for any as-needed review of EAP cultural resources materials.

When it comes to completion of the EA/FONSI, HNTB will review the EAP Consultant's documents prior to transmittal to the FTA. This will include the Draft EA, Notice of Availability, anticipated FONSI, Findings of Fact and Conclusions (FOFC), and Negative Declaration. Caron and the environmental oversight team have worked closely with FTA Region V and Washington D.C. staff in the development of environmental documents. They have in-depth knowledge of FTA's NEPA regulations and related guidance's, and understand what is required for FTA's technical and legal sufficiency reviews. As PMC, we will make sure the documents submitted to the FTA are ready for publication to minimize FTA review comments.



Award-Winning EA Documentation

Caron Kloser, AICP, and several members of the on-call environmental oversight team completed the environment documents on recent transit projects, including the TramLinkBR EA Streetcar in Baton Rouge, which received an FTA Outstanding Achievement Award for Environmental Documentation.

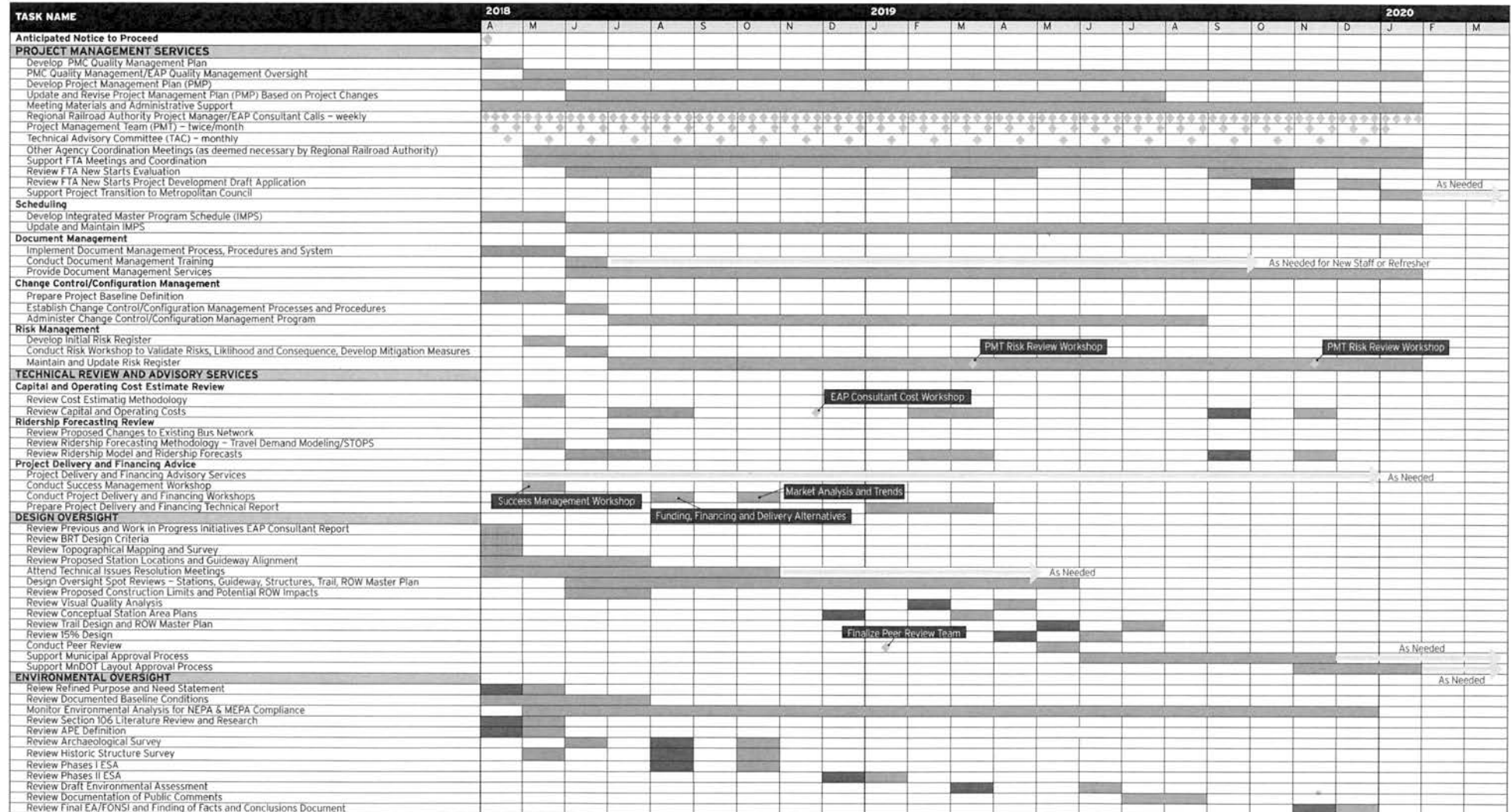
Other transit projects our environmental oversight team have worked on include, the Green Line Transit DEIS in Indianapolis, NLX Station Preliminary Engineering and Tier 2 EA, Milwaukee Streetcar, and Pace Bus Arterial Rapid Transit Program Management and Oversight.



Timeline

The following is HNTB's timeline of services broken down by task. HNTB is committed to providing resources and reviews in a timely manner to keep the Rush Line BRT moving forward and in compliance with FTA's evaluation criteria and Metropolitan Council's expectations for project transition.

- Meeting/Milestone
- Activity
- As Needed
- Preliminary Deliverable Reviews
- Draft Deliverable Reviews
- Final Deliverable Reviews



Note: Timing of PMC deliverable reviews contingent upon EAP Consultant final deliverable schedule

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Deliverables

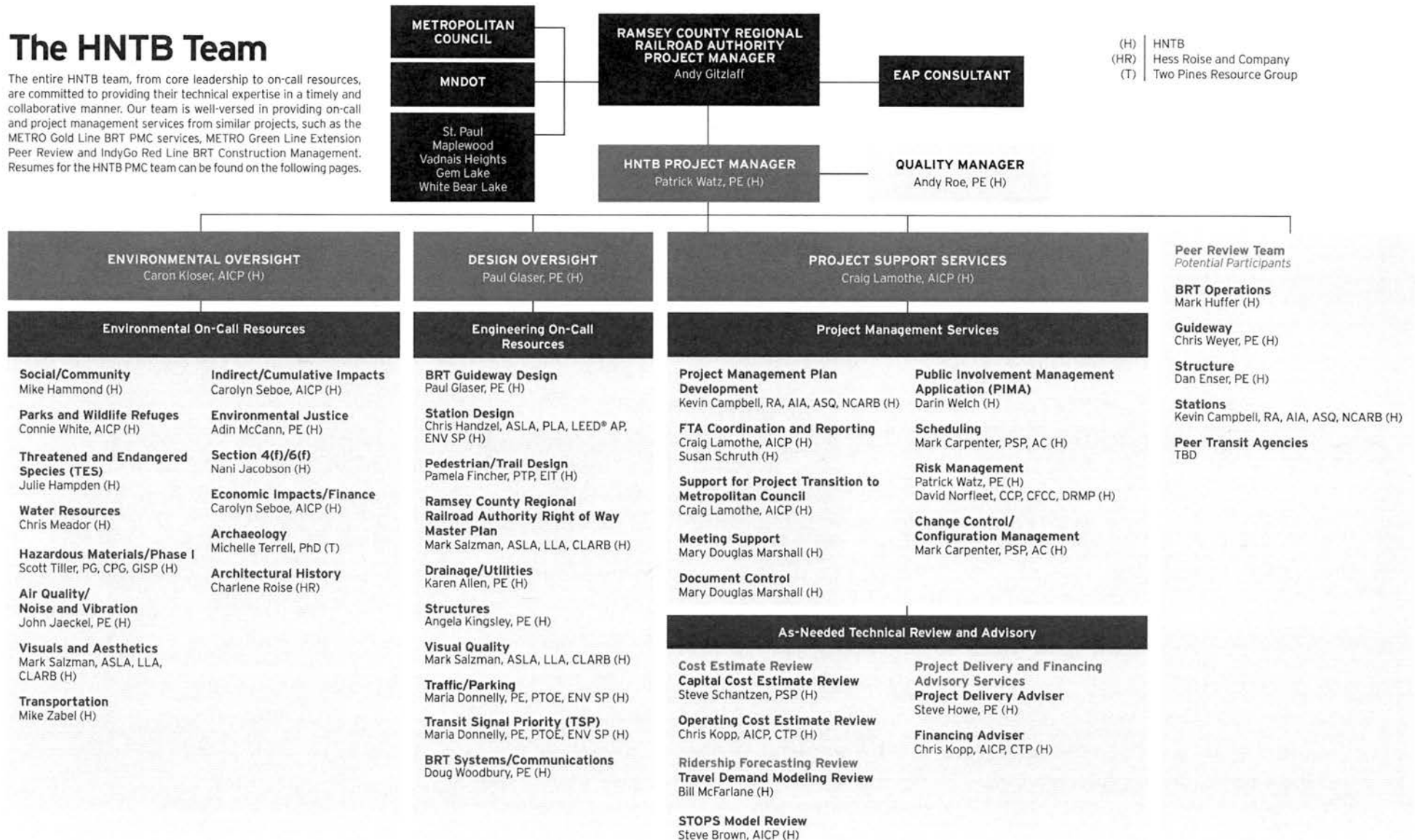
As part of our technical approach, HNTB has grouped the activities and deliverables into four categories: Project Management Services, Technical Review and Advisory Services, Design Oversight and Environmental Oversight. Our deliverables include support of meetings with meeting materials, administration and minutes, formal reports/deliverables and documented reviews. The table below identifies the specific deliverables for the PMC team.

	April - Sept 2018	Oct 2018 - March 2019	Apr - Sept 2019	Oct 2019 - Feb 2020
Project Management Services	Attend Regional Railroad Authority PM/EAP Coordination, PMT, TAC, Agency Coordination Meetings (as needed) Provide Meeting Materials and Administrative Support (as needed) ○ FTA Coordination, Meetings and Communications (as needed) ○			Support Transition from Ramsey County Regional Railroad Authority to Metropolitan Council
	■ Develop PMC Quality Plan ○ ■ Develop PMP ○ ■ Review FTA News Starts Evaluation ○ ■ Develop IMPS ○ ■ Implement Document Management System and Conduct User Training ○ ■ Prepare Project Baseline Definition ○ ■ Establish Change Control and Configuration Management Procedures ○ ■ Develop and Validate Initial Risk Register ○ ■ Risk Workshop ●○	■ Review and Update PMP (as needed) ○ ■ Review FTA News Starts Evaluation ○ ■ Update and Maintain IMPS ○ ■ Document Management ■ Change Control and Configuration Management ■ Maintain and Update Risk Register ● ■ PMT Risk Workshop ●○	■ Review and Update PMP (as needed) ○ ■ Review FTA News Starts Evaluation ○ ■ Update and Maintain IMPS ○ ■ Document Management ■ Change Control and Configuration Management ■ Maintain and Update Risk Register ○ ■ PMT Risk Workshop ●○	■ Review FTA News Starts Evaluation ○ ■ Review Project Development Draft Application ○ ■ Update and Maintain IMPS ○ ■ Document Management ■ Maintain and Update Risk Register ○
Technical Review and Advisory	Project Delivery and Financing Advisory Services (as needed)			
	■ Conduct Success Management Workshops ●○ ■ Review Capital Cost Estimating Methodology ○ ■ Review Preliminary Cost Estimates ○ ■ Review Proposed Changes to Existing Bus Network ○ ■ Review Ridership Forecasting Methodology and Model ○ ■ Review Preliminary Ridership Forecasts ○	■ Attend EAP Consultant Cost Workshop ■ Review Refined Cost Estimates ○ ■ Review Refined Ridership Forecasts ○ ■ Conduct Project Delivery and Financing Workshops ●○ ■ Prepare Project Delivery and Financing Technical Report ○	■ Review Draft Cost Estimates ○ ■ Review Draft Ridership Forecasts ○	■ Review Final Cost Estimates ○ ■ Review Final Ridership Forecasts ○
Design Oversight	Attend Technical Issues Resolution Meetings (as needed) Design Oversight Spot Reviews ●			
	■ Review EAP Consultant Report on Previous and Work in Progress Initiatives ○ ■ Review BRT Design Criteria ○ ■ Review Topographical Mapping and Survey ○ ■ Review Proposed Station Locations and Proposed Alignment ○ ■ Review Proposed Construction Limits/ROW Impacts ○	■ Review Draft and Final Visual Quality Analysis ○ ■ Review Draft and Final Station Area Plan Concepts ○ ■ Identify Peer Review Team ○	■ Conduct Peer Review ●○ ■ Review Draft and Final Trail Design and Ramsey County Regional Railroad Authority ROW Master Plan ○ ■ Review Draft and Final 15% Design Plans ○ ■ Support Local Approval Process (as needed) ○	■ Support Local Approval Process (as needed) ○ ■ Support MnDOT Layout Approval Process (as needed)
Environmental Oversight	Monitor Environmental Analysis for NEPA/MEPA Compliance			
	■ Review Refined Purpose and Need Statement ○ ■ Review Documented Baseline Conditions ○ ■ Review Section 106 Literature and Research ○ ■ Review APE Definition ○	■ Review Refined Purpose and Need Statement ○ ■ Review Documented Baseline Conditions ○ ■ Review Preliminary, Draft and Final Archaeology and Historic Structure Surveys ○ ■ Review Draft and Final Phase I ESA ○	■ Review Draft Environmental Assessment ○ ■ Support EAP Consultant Documenting and Monitoring of Public Comments ○ ■ Review Phase II ESA ○	■ Review Final EA/FONSI and FOFC Document ○
	Key ● Meeting Materials and Minutes ○ Formal Report/Deliverable ○ Documented Review Comments			

Key
 ● Meeting Materials and Minutes
 ○ Formal Report/Deliverable
 ○ Documented Review Comments

The HNTB Team

The entire HNTB team, from core leadership to on-call resources, are committed to providing their technical expertise in a timely and collaborative manner. Our team is well-versed in providing on-call and project management services from similar projects, such as the METRO Gold Line BRT PMC services, METRO Green Line Extension Peer Review and IndyGo Red Line BRT Construction Management. Resumes for the HNTB PMC team can be found on the following pages.



PROJECT MANAGER

PATRICK WATZ, PE (H)

Education

MBA, 2001, University of Chicago

BS, Civil Engineering, 1991,
University of California-Berkeley

Registrations

Professional Engineer: MN

With experience on eight New Starts, Small Starts, and Core Capacity projects, Patrick understands the FTA's expectations to make sure the Rush Line BRT is on track every step of the way.

Patrick brings 25 years of experience managing every phase of capital programs – from early planning through revenue service. Ultimately, he knows what it takes to make transit projects a reality. With experience on eight FTA-funded projects, Patrick brings extensive knowledge of FTA's guidelines and evaluation criteria to make sure Rush Line successfully enters Project Development. He also brings a background in project controls, which offers critical expertise in maintaining Rush Line's cost and schedule. In addition to his project management role, Patrick will lead the **risk management** services, bringing best practices from the METRO Green Line LRT and IndyGo Red Line BRT projects. Some of his relevant projects include:

INDYGO RED LINE EBRT CONSTRUCTION MANAGEMENT, INDIANAPOLIS, IN

Pre-construction services lead who led the design plan reviews, risk management, MOT/staging, contract packaging and bidding support for this FTA Small Starts project. He coordinated with IndyGo and their design consultant to resolve design issues, including modifications to the alignment. The project is the first all-electric BRT in the country and the first rapid transit service in Indianapolis.

METRO GREEN LINE LRT, ST. PAUL/ MINNEAPOLIS, MN

Senior project manager for the design team's delivery, including final design and design support during construction for this FTA New Starts project. He also oversaw project controls and supported FTA meetings with Region V. Patrick worked with the designers to make cost-effective bridge and structure decisions and served as a liaison between the design and environmental team. Patrick made sure changes were communicated and reviewed by the environmental services consultant. Every major design decision was also back-checked against the FTA criteria to make sure the project scoping decisions met the CEI.

METRO ORANGE LINE BRT, MINNEAPOLIS, RICHFIELD, BLOOMINGTON AND BURNSVILLE, MN

Principal-in-charge and quality manager who developed and managed the project-specific quality management plan for this FTA Small Starts project. He provided senior leadership to the design team and made sure deliverables met high quality standards before delivery to Metro Transit. The project included extensive coordination with MnDOT in their right-of-way, station design, and improved bus routes with dedicated guideways and bridges.

METRO GREEN LINE EXTENSION LRT PEER REVIEW, MINNEAPOLIS TO EDEN PRAIRIE, MN

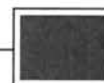
Constructability lead who provided cost estimate and constructability reviews for this FTA New Starts project. In addition, Patrick led several special assignments for spot reviews of critical design elements, such as the Kenilworth tunnel capital cost estimate and the proposed corridor protection barrier along the BNSF alignment.

CTA BROWN LINE CAPACITY EXPANSION AND CLARK JUNCTION, CHICAGO, IL

Project controls manager for a \$587.5 million FTA New Starts transit rehabilitation project. Patrick coordinated eight contractor construction schedules, identified impacts to operations and developed schedule alternatives for recovery of lost time from delay events. Patrick developed an integrated cost and schedule controls system for monitoring the progress of eight interdependent contracts. He developed a program master schedule to monitor the program's progress and forecast future program capital outlays. He performed baseline schedule reviews and monitored monthly contractor update schedules to verify compliance with specifications and timely delivery of program elements. Patrick also prepared independent cost estimates for proposed change orders and managed subconsultant contracts.

HNTB

Ramsey County Regional Railroad Authority Rush Line BRT Project Management Consultant





CARON KLOSER, AICP (H)

Education

MS, Horticulture, 1984,
Kansas State University

BS, Agronomy, 1997,
Texas A&M University

Registrations

American Institute of Certified Plan-
ners

Caron's expertise in the environmental process and knowledge of the FTA's expectations from her work on the FTA award-winning TramLinkBR EA/FONSI will make sure Rush Line BRT is fully compliant and thoroughly documented.

Caron has more than 30 years of experience conducting environmental reviews for a range of transportation projects. She has delivered more than 25 transportation NEPA documents across the country. She also brings experience with MEPA from her work on the NLX Station Preliminary Engineering and Tier 2 EA. Caron has a proven understanding of FTA requirements from her FTA award-winning work on the TramLinkBR EA/FONSI. Her in-depth understanding of the environmental process will help to verify Rush Line's compliance with NEPA and MEPA requirements. Caron's project experience includes:

TRAMLINKBR STREETCAR EA AND CONCEPTUAL ENGINEERING, BATON ROUGE, LA

Task lead for an EA/FONSI for a three-mile fixed rail streetcar transit service between downtown Baton Rouge and the Louisiana State University campus. The team delivered on an expedited five-month schedule and earned an FTA Outstanding Achievement Award for environmental documentation. Environmental efforts required close coordination with the State Historic Preservation Officer and tribes to facilitate an expedited historic survey and programmatic agreement to complete Section 106 Consultation.

MILWAUKEE STREETCAR, MILWAUKEE, WI

Senior NEPA lead in the development of a modern 2.1-mile streetcar system in downtown Milwaukee. Caron's responsibilities included providing NEPA review. HNTB provided project management and oversight, capital cost estimating, preliminary engineering, EA, vehicle procurement process, project controls and reporting, FTA coordination, public involvement, finance strategies and value engineering.

FLORIDA HIGH SPEED RAIL, TAMPA TO ORLANDO, FL

Senior NEPA reviewer of the Draft and Final EIS for a proposed high-speed rail connection between Tampa and Orlando. The EIS

addressed high speed rail technology and alignments, primarily along the I-4 corridor in central Florida.

ZOO INTERCHANGE EIS/PRELIMINARY ENGINEERING, MILWAUKEE, WI

EIS reviewer for the \$1 billion reconstruction of the Zoo Interchange in Milwaukee. The EIS evaluated a number of alternatives to accommodate increasing traffic, fix design and safety deficiencies, while minimizing impacts. It included extensive agency coordination to address comments on the range of alternatives, avoiding and minimizing impacts to the state-threatened Butler garter snake, and impacts to surrounding neighborhoods and historic resources.

CHICAGO TO COUNCIL BLUFFS-OMAHA REGIONAL PASSENGER RAIL SYSTEM PLANNING STUDY, IA

EIS reviewer responsible for quality control reviews of the Tier 1 EIS developed for a planned intercity passenger rail service between Chicago and Council Bluffs-Omaha.

NLX STATION PRELIMINARY ENGINEERING AND TIER 2 EA, MINNEAPOLIS TO DULUTH, MN

Project manager responsible for the station/facility site analysis and NEPA/MEPA document for a 152-mile higher-speed passenger rail corridor between Minneapolis and Duluth. Caron led the site analysis and environmental evaluation, including Sections 4(f) and 6(f). The evaluation included coordination with more than 15 oversight agencies to facilitate concurrence on temporary occupancies and *de minimis* findings. The project included preparing conceptual designs and cost estimates to select locations for six passenger rail stations, two layover facilities and a maintenance facility. Public meetings were held to obtain input on site concepts and to finalize site plans.

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DESIGN OVERSIGHT

PAUL GLASER, PE (H)

Education

BS, Civil Engineering, 2006,
University of Wisconsin

Registrations

Professional Engineer: MN

Paul's recent experience developing preliminary and final design plans and coordinating with MnDOT, Metro Transit, and other stakeholders for METRO Orange Line will be valuable for resolving design issues and maintaining compliance for the Rush Line BRT.

Paul has 13 years of experience leading design and preparation of plans, specifications, and estimates for complex transit and highway projects. In addition to his design oversight role, Paul will be an on-call resource for **BRT guideway design**. Paul's work on the METRO Orange Line BRT design offers recent experience with guideway and station placement design, transit designs for mixed traffic operations, and coordination with MnDOT and project stakeholders. His understanding of expectations from FTA, Metropolitan Council and MnDOT will verify design compliance and help to resolve design issues. His project experience includes:

METRO ORANGE LINE BRT, MINNEAPOLIS, RICHFIELD, BLOOMINGTON AND BURNSVILLE, MN

Roadway and BRT guideway design lead for a 17-mile planned highway BRT line along the I-35 West corridor. Paul prepared the preliminary and final designs for the reconstruction of TH 65 from TH 94 to 10th Street in downtown Minneapolis. The scope included a new transit ramp, BRT stations at 66th and 98th streets, and the reconstruction of TH 494 at Knox Avenue. He coordinated with MnDOT on bridge and structure design. He also held bi-weekly coordination meetings with Metro Transit and MnDOT to deliver the 12th Street final design on an accelerated 10-month schedule. HNTB is responsible for design of stations, roadway, utilities and bridges along the corridor, as well as overall design project management and design services support during construction.

INDYGO RED LINE EBRT CONSTRUCTION MANAGEMENT, INDIANAPOLIS, IN

Design reviewer for this FTA Small Starts project. Design plan reviews were provided at 60% and 90% plans. HNTB is providing construction management services for the Red Line, the first all-electric BRT in the nation and the first rapid transit service in Indianapolis. HNTB's scope of work includes budgeting, scheduling, plan review, cost estimating, document preparation,

document control, quality control oversight, and other management and administrative services.

8TH STREET RECONSTRUCTION, MINNEAPOLIS, MN

Project manager who led the preliminary design and utility coordination to help create a transit and pedestrian-friendly corridor. His designs improved 8th Street to incorporate mixed traffic and operations for the proposed C Line.

TH 169 MANAGED LANE/BRT STUDY, HENNEPIN AND SCOTT COUNTIES, MN

BRT guideway design lead who led the development of the MnPass and BRT concept alternatives. He supported the extensive stakeholder coordination required to properly place the guideway and stations along the corridor. The project included analysis of BRT potential for TH 169 along with managed lanes planning. Led by MnDOT, this project also involved several other agencies, including Metropolitan Council, Scott County, and numerous municipalities along the corridor.

I-69 TIER 2 EIS FOR SECTION 6, MARTINSVILLE TO INDIANAPOLIS, IN

Project engineer who designed roundabout interchange alternatives, including geometrics, horizontal and vertical alignments, 3D models, and cost estimates for the proposed interchanges for a Tier 2 EIS study of a 26-mile portion of I-69 from Martinsville to Indianapolis. Paul **reviewed impacts and costs** for these alternatives and compared them to the original interchange alternatives from the DEIS. Paul also served as discipline **quality control checker** for other project segments, including interchange and side road horizontal and vertical alignments.

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CRAIG LAMOTHE, AICP (H)

Education

Master of Planning, 2001,
University of Minnesota

Bachelor of Arts, 1996,
St. Lawrence University

Registrations

American Institute of Certified Planners

Craig's strong working relationships with FTA's Region V and Metropolitan Council will help Ramsey County Regional Railroad Authority efficiently navigate FTA's evaluation criteria and transition Rush Line BRT to the Metropolitan Council.

Craig has 18 years of planning and transit experience, including 14 years at Metro Transit. In addition to overseeing project support services for Rush Line BRT, Craig will lead the **FTA coordination and reporting and support for project transition to Metropolitan Council**. As a former Metro Transit senior management member, Craig brings strong working relationships with key personnel from Metro Transit and FTA Region V to help move the Rush Line BRT forward. He understands the importance of keeping tabs on other transit projects in the region for efficient and effective coordination with the FTA. His recent work assisting with the Gold Line BRT transition to Metropolitan Council will be critical for making sure the Rush Line project is on track on for the transition. Craig's project experience includes:

REGIONAL TRANSITWAY PROJECTS, MINNEAPOLIS, MN

Metro Transit transitway planning manager who provided policy and technical guidance to Ramsey, Washington, and Hennepin counties, and the cities of St. Paul, Bloomington, and Minneapolis. Projects included the pre-project development phase of the Riverview Modern Streetcar, Rush Line BRT, and METRO Gold Line BRT projects. Craig also led the METRO Gold Line BRT project team during the project sponsor/lead local agency transition from Washington County to the Metropolitan Council. Craig's responsibilities included reviewing ridership forecasts and cost estimates, assembling the entry into Project Development request to FTA, serving as chair for bi-monthly PMT meetings and lead staff for monthly SMT meetings, and developing a detailed schedule.

Craig played a similar role in 2009-2010 transitioning the Southwest LRT project from Hennepin County to the Metropolitan Council.

METRO Green Line Extension LRT, Minneapolis to Eden Prairie, MN

Metro Transit project director (2014-2016) who provided senior managerial and programmatic technical and strategic direction to manage the budget, human resources, procurement, contract management and oversight for the design and construction of the \$1.8 billion METRO Green Line Extension. Craig managed the overall development and implementation during the preliminary engineering, environmental review and advanced design phases.

As the **deputy project director** (2011-2014), Craig managed departments responsible for project controls, budget, right-of-way, permits, environmental, agreements, transit oriented development and land use. He also coordinated program-wide aspects related to design, pre-construction, administration, procurement, public involvement and communications.

As the **senior project manager** (2009-2011), Craig mobilized and coordinated the internal and external staff resources necessary to prepare and transmit the advance and full submittals to FTA requesting entry into preliminary engineering. Craig also provided subrecipient oversight for the federally funded, HCRRA-led Minneapolis Station Area Planning and The Interchange projects. He was responsible for monitoring project revenues and expenses, including developing monthly cash flows.

URBAN PARTNERSHIP AGREEMENT (UPA) TRANSIT PROJECTS, MINNEAPOLIS, MN

Metro Transit senior project manager responsible for administering the \$107 million federal grant and local match for the UPA transit projects. Craig provided management oversight for the successful delivery of the 11 UPA transit projects by five implementing agencies.

Architectural Historian and Archaeology Support Staff



TINA RUST, RPA, GISP

Archaeologist

Tina specializes in environmental and cultural resource planning and geospatial information systems. Prior to working with HNTB, she worked as an archaeologist throughout the south-eastern US.

ARCHAEOLOGY/CULTURAL RESOURCE EXPERIENCE

COMPLIANCE REVIEW OF ARCHAEOLOGICAL REPORTS

USACE Detroit District Red Sites Archaeological Surveys Project, Duluth, MN - Worked as part of HNTB Environmental Review Team to review and manage consultants preparing environmental reports for NEPA projects. Reviewed archaeological compliance documents prepared for the US Corps of Engineers (USACE) in Duluth. (May 2017 to present)

GDOT Major Mobility Investment Program (MMIP) Projects, Atlanta, GA - Worked as part of HNTB Environmental Review Team to review and manage consultants preparing environmental reports for NEPA projects. Reviewed archaeological compliance documents prepared for the Georgia Department of Transportation (GDOT) in DeKalb, Forsyth, and Fulton counties. (May 2017 to present)

Mobility35 Three-County Improvement Project, Austin, TX - Worked as part of HNTB Environmental Review Team that reviewed and managed consultants preparing environmental reports for NEPA projects. Reviewed archaeological compliance documents (Background Study, Antiquities Permit, and Survey Report) for TxDOT for 12 projects along I-35 in Hays, Travis, and Williamson counties. (June 2016-March 2017)

Compliance Review for Various Archaeological Projects near Austin, Corpus Christi, Houston, and San Antonio, TX - Conducted compliance review for a variety of HNTB projects in south and central Texas. These documents were written for mostly TxDOT projects, but also county projects. Reviewed findings from search of the Texas Historical Commission (THC) Texas Archaeological Sites (ATLAS) search and TxDOT Potential Archaeological Liability Map (PALM) by consultants. Reviewed

for compliance with Section 106 and Texas Antiquity Code requirements. Provided review comments to project manager at the local HNTB office in charge of project. (June 2015 to present)

ARCHAEOLOGICAL REPORT WRITING AND FIELD EXPERIENCE

Paris Bridges, Delta and Lamar Counties, TX - Conducted an archaeological resources background study for four proposed bridge replacements in Delta and Lamar Counties. (February 2017-February 2018)

US 54 Dalhart, TX - Conducted an archaeological resources background study on proposed 30-mile conversion of existing US 54 facility to a Super 2 highway in Hartley County. (May 2017 to present)

Northaven Trail Phase IB, TxDOT, Dallas, TX - Conducted an archaeological resources background study for an off-road bicycle and pedestrian facility approximately 0.5 miles long in Dallas. (January-February 2018)

FM 471 from SH 221 to Old Culebra Road, San Antonio, TX - Performed Section 106 archaeological compliance for a transportation CE project for reconstruction and widening. (2017 to present)

East Loop (SH 32) Port Connector Road, Cameron County, TX - Performed Section 106 archaeological compliance for a transportation CE project on the Port of Brownsville property in Cameron County, as part of Metro Mobility Funding Surface Transportation Program. (May 2017 to present)

SL335 Phase III, TxDOT, Amarillo, TX - Primary investigator for archaeological investigations in Potter County as part of an Environmental Assessment for a transportation project along portions of the SL335 Loop. (2016)

Firm HNTB

Education

MA, Anthropology Florida State University, 1992

Professional Registrations

RPA #990184, Renewed Jan 2017

GISP #52901, July 2013, Expires July 2018

Professional Affiliations

Member, Texas Archaeological Society (TAS)

Member, Council of Texas Archeology (CTA)

Member, South Central Arc User Group (SCAUG)

Member, Urban and Regional Information Systems (URISA)

Board Member of URISA Texas chapter 2016 to Present

TxDOT Precertification 2.10.1 (Archaeological Surveys) Feb. 2015

Hire Date with HNTB

August 2013

Years of Experience with other Firms

28 years

Training

NPI NEPA Compliance and Cultural Resources, Austin, Texas, 12 hours; March 24-25, 2015

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Intensive Archaeological Survey for Proposed Improvements Along State Loop 335: Farm-to-Market Road 2590 to SW 9th Avenue, Amarillo, Potter and Randall Counties, TX - Assisted with archaeological investigations for this HNTB project. Conducted shovel testing and backhoe trenching, photography, and documentation. Also reviewed and edited the archaeological survey report. (June 2015-August 2015)

Archaeological Survey and Testing of the Cram Tract, Beaufort, SC - Project manager and lead archaeologist for survey and testing of an 18th-20th century plantation settlement along the Colleton River, in Beaufort. (Brockington and Associates, June 1996-July 1997)

Archaeological Data Recovery at Site 38BU1294, Cane Island, SC - Project manager and lead archaeologist for data recovery at a 2.2 acre late 18th/early 19th century site on Cane Island along the Beaufort River in Beaufort. (Brockington and Associates, August 1995-July 1996)

Archaeological Survey, Testing, and Data Recovery for Various Projects Across the Southeastern US with the Southeast Archaeological Center (SEAC), National Park Service, Various Locations - Archaeological technician for survey and excavation of approximately 30 sites across the southeast, including the Big South Fork National Forest, KY and TN, and the Charles Pinckney National Historic Site, Charleston. (Southeast Archaeological Center, NPS, September 1990-June 1993)

Rust (Continued)

CHARLOTTE WEBER

Architectural Historian

Charlotte is a project manager, public involvement specialist, environmental planner, and qualified architectural historian (meeting the NPS qualifications and 36 CFR Part 61) with more than 19 years of experience. Charlotte has worked with numerous communities throughout the southeast on projects ranging from small area studies to major road corridors, city and county comprehensive planning, and master planning. She specializes in environmental compliance and public involvement for transportation and transit planning projects. She is familiar with multiple state cultural resource guidelines. Charlotte also has experience working with multiple federal agencies including FHWA, FTA, FRA, and USACOE. Her public involvement experience includes facilitating over 200 public workshops, design charrettes, visioning exercises, and focus groups and has developed innovative outreach materials and other tasks associated with public outreach programs. Additionally, Charlotte has worked on and managed projects, including environmental compliance, architectural design guidelines and preservation planning, National Register Nominations and large-area studies.

NEPA On-Call/GDOT, Districts 6 and 7, GA

- Project manager for the five-year/\$5 million IDIQ contract for 22 counties in NW GA, including Metro Atlanta. She managed staff allocation of resources, subconsultants, budget, schedule and client relationships. She ensures the on time and quality delivery of environmental deliverables, including CE revaluations, EAs and environmental specialty reports, public involvement and assessment of effects. The on-call service includes multiple task orders ranging from simple bridge projects to complex roadway widenings. As part of the contract, currently leading the SR 92 from SR 120 to Cedarcrest Road Widening and Improvement, Cobb and Paulding, GA - a complex project that includes a Civil War Battlefield Historic Site, multiple historic resources, ecological resources, bats, aquatics, Section 4(f), Section 6(f), public involvement and coordination with multiple consultants and GDOT staff.

State funded On-Call/GDOT, Statewide, GA

- Deputy project manager for the seven-year/\$10 million IDIQ contract for the review of and production of environmental documents for state funded projects across the state. She managed staff allocation of resources, subconsultants, budget, schedule and client relationships. She ensures the on time and quality delivery of environmental deliverables for USACE permits and environmental specialty reports, public involvement and assessment of effects. The on-call service includes multiple task orders ranging from simple bridge projects to complex roadway widenings.

Design-Build Bridge Replacement at Five Locations in District 1, Jackson and Franklin Counties, GA - Primary author of the FHWA approved CE and lead historian for five bridge

locations over I-85. The process from GDOT Planning to completion of the environmental document took nine months and because of the coordination effort, won a 2018 honor award through the ACEC - Georgia Chapter.

I-85 General Purpose Lanes, Gwinnett, Jackson, Barrow, GA

- Lead historian responsible for the completion of Section 106 history compliance for the 21-mile corridor, including the initiation of Section 106, Historic Resources Survey Report and Assessment of Effects documentation.

SR 515/US 76, GDOT, Union and Towns Counties, GA

- Lead historian responsible for the completion of a 10.3-mile corridor with more than 50 properties, including several districts. Responsibilities include field survey, extensive research and interviews with local historians and residents, written documentation, photography and geographic information system (GIS) mapping. Documents include a detailed historic resources survey. Section 4(f) coordination was also required as the project would result in the acquisition of several acres of the Chattahoochee National Forest. Two roundabouts on either side of a bypass are proposed for the project and are a result of public participation and eventual buy in from the local leadership of the town of Young Harris. Historic resources are located on opposing sides of the western roundabout resulting in coordination with design to avoid the properties. An alternative to avoid historic properties resulted in the finding of a significant archaeological site that resulted in a Phase II survey. Also, due to the significance of the site, coordination with Native American Tribes is ongoing for mitigation.

Firm

HNTB

Education

MHP, Heritage Preservation
Georgia State University,
2001

BA, American Cultural
Studies Bates College, 1995

Professional Affiliations

Women in Transportation

Georgia Association of
Environmental Professionals

National Trust For Historic
Preservation

Training and Certifications

WTS Leadership Training
(2017)

NEPA (2015)

TRIMMS 3.0 (2015)

GDOT Plan Development
Process (PDP) (2014)

Public Involvement for
Transportation Projects
(2014)

Environmental Justice in
Transportation Projects
(2014)

NHI: NEPA and
Transportation Decision-
making (2011)

NPI: NEPA Compliance and
Cultural Resources (2011)

NPI: Section 4(f) Compliance
for Historic Properties (2011)

GDOT: Environmental
Procedures (2011)

NPI: Section 106: A
Review for Experienced
Practitioners (2009)

ACHP: The Section 106
Advanced Seminar (2009)

NPI: Identification and
Evaluation of Mid-20th
Century Buildings (2009)

Hire Date with HNTB

April 2011

Years of Experience with other Firms

12

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Ramsey County Regional Railroad Authority Rush Line BRT Project Management Consultant

Atlanta to Charlotte Passenger Rail Corridor Investment Program, GA, SC, NC - Environmental task leader, and lead historian overseeing the Tier I EIS document. Responsibilities include the history technical report, development of Environmental Assessment Methodology, Public Involvement Plan and coordination of the Tier I EIS. She is also leading the public involvement and outreach effort.

Pedestrian Bridge over SR 21/Augusta Road, Chatham County, GA - Design-build project, serving as cultural resource manager. Completed Section 106 historic resources survey report for USACE permits and provided QA/QC on archaeology reports.

Georgia MultiModal Passenger Terminal (MMPT)/GDOT, Fulton County, GA - Cultural resources task leader overseeing both history and archaeology for Section 106 compliance, field analysis, assessment of effects and Section 4(f) documentation. She led the public involvement and outreach effort for the Environmental Impact Statement document.

State Route 101, Floyd County, GA - Project manager for history tasks for the eight-mile corridor widening. Over 110 historic resources including one of Georgia's first multi-layered interchanges were identified and the Historic Resources Survey Report was concurred by the SHPO. She was also responsible for an alternatives evaluation to determine potential routes.

NEPA On-Call/GDOT, Multiple Counties, GA - Cultural resources task manager overseeing all history and archaeology projects for the five-year/\$5 million IDIQ contract, including multiple task orders. She was also the lead task manager for the following task orders.

- **SR 25/US 17, Glynn County** - NEPA task manager overseeing EA for 6.3 mile widening. This includes leading public involvement and serving as the lead author of the FHWA approved DEA. As task manager, Charlotte led a team consisting internal staff, sub-consultants and in-house GDOT staff. The team stayed connected regularly holding team meetings and worked systematically through a data needs memorandum. Once field studies were completed, the team held an environmental constraints meeting with the GDOT design team working through the design limitations vs. the environmental resources; as a result, the project designers were able to understand fully the environmental constraints and were able to design

a project that was accepted by agencies and by the local community. Public and agency outreach was continuous throughout the process including a Public Information Open House and additional follow up stakeholder meetings were held as the environmental document progressed and concerns were able to be addressed by the environmental and design team. In addition, three meetings were held with agencies to identify the preferred alternative due to the opposing environmental resources.

- **Gorday House Mitigation** - History task manager providing oversight and quality control reviews for the Historic Structures Report completed based stipulations for mitigation in a Memorandum of Agreement prior to the moving of the historic house due to a road widening.
- **SR 83 Bridge over the Towaliga River, Monroe** - NEPA task manager, lead author of the approved CE and oversight historian for the bridge replacement over the Towaliga River. The river had endangered aquatic species that required coordination with USFWS on the staging of rock jetties to complete the permanent offsite bridge replacement.
- **SR 219 Bridge over Mountain Oak Creek, Harris** - NEPA task manager for the bridge replacement over Mountain Oak Creek. Lead author for the approved CE, who also conducted a detour public information open house meeting.
- **SR 61 Bridge over CSX, Murray** - NEPA task manager for the bridge replacement over the CSX railroad. She managed a sub-consultant team on the completion of the special studies and approved CE. This also included targeted outreach for a community being affected by a road closure.

Decatur County SR 38BU/US 84BU at SR 38/US 84 Intersection Improvement, Decatur County, GA - Project manager and lead historian for intersection improvement project. Responsible for the completion of Section 106 documentation.

Plantation Key Weigh Station, Monroe County, FL - Senior historian responsible for the completion of Section 106 compliance for the Plantation Key Weigh Station.

SR 836 Express Bus Study, Miami-Dade County, FL - Senior historian responsible for the completion of the Cultural Resource Assessment Survey (CRAS) for the Miami-Dade

Weber (Continued)

Expressway Authority including fieldwork, research, fieldwork and documentation.

US 1 Express Lanes PD&E Study, Miami-Dade County, FL - Senior historian completing QA/QC on a Draft Cultural Resource Assessment Survey (CRAS) completed by a subconsultant.

SR 924 East Extension PD&E Study, Miami-Dade County, FL - Senior historian completing QA/QC on a Draft Cultural Resource Assessment Survey (CRAS) completed by a subconsultant.

Statewide Signal Design Improvements, Georgia Department of Transportation (GDOT), Multiple Counties, GA - Deputy project manager and senior historian responsible for the completion of Section 106 compliance documentation, including notification, historic resource surveys and assessment of effects reports. Projects in the following locations:

- Fulton County
- Ware County
- Wilkes/Warren Counties
- Lowndes County
- Berrien County
- Hall County
- Whitfield County
- Dougherty County

SR 11, GDOT, Union County, GA - Lead historian responsible for the completion of a historic resources survey addendum for a previously documented corridor. Responsibilities include additional fieldwork, documentation and mapping.

SR 32 Bridge Replacement, GDOT, Lee and Worth Counties, GA - Senior historian who finalized Section 106 compliance for the replacement of two bridges in Lee and Worth Counties.

Ft. Motte Bridge Replacement, Norfolk Southern Corporation, Richland County, SC - Senior historian who developed Memorandum of Agreement for mitigation of a historic railroad bridge for Norfolk Southern project. Coordination of agencies to comply with Section 106 included the Army Corp of Engineers, National Park Service, South Carolina Department of Archives, Norfolk Southern Corporation. Responsibilities include the development of a scope and oversight of a graduate student project to create a historic context study of a ferry and greater transportation development in Richland County to comply with mitigation stipulations. Final deliverable includes a publishable historic context study for South Carolina Department of Archives and History and the placement of a historic marker.

Newport River Bridge EC-84.3 Replacement, Norfolk Southern Corporation, Newport, Carteret County NC - Lead historian on Norfolk Southern Railroad trestle bridge replacement over the Newport River, just south of downtown Newport, Carteret County, NC. She managed the completion of the Section 106 compliance for the USACOE Nationwide Permit #3.

Weber (Continued)

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2018-18

Committee: Regional Railroad Authority

Meeting Date: 4/17/2018

SUBJECT: 2018 Funding Commitment to the Minnesota High Speed Rail Commission

REQUESTED ACTION

1. Accept the Minnesota High Speed Rail Commission's 2018 work plan and budget.
2. Approve the payment of \$14,508 to the Minnesota High Speed Rail Commission as the Ramsey County Regional Railroad Authority funding commitment to the 2018 budget.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

EXECUTIVE SUMMARY

The Minnesota High Speed Rail Commission (Commission) is a Joint Powers Board established in 2009 to cooperatively advocate for and analyze the feasibility of enhanced passenger rail options and freight rail improvements in the Minnesota High-Speed Rail Corridor, the federally-designated route from Saint Paul to La Crosse to Milwaukee and Chicago. Membership includes the regional railroad authorities from Winona, Wabasha, Goodhue, Dakota and Ramsey Counties, eleven cities along the corridor from Saint Paul to Winona and the La Crosse Area Planning Committee.

The Ramsey County Regional Railroad Authority (RCRRA) adopted the Minnesota High Speed Rail Joint Powers Agreement (Agreement) on April 28, 2009, creating the Commission. The RCRRA is a financial party to the Agreement and is responsible for payment of a portion of the Commission's yearly activities. The annual dues are based on a formula established in the Agreement that includes population, existing passenger rail route mileage and station stops within the jurisdiction of each financial party member and a base amount shared equally among all financial party members.

The Commission is focused on advocating for a second round-trip passenger train between the Twin Cities and Chicago, IL. The Twin Cities-Milwaukee-Chicago Second Train Phase 1 Study was begun in 2016 with funding from the RCRRA, the State of Wisconsin, the La Crosse Area Planning Committee and contingency funding from the Commission. The Phase 1 study will evaluate service alternatives and develop conceptual engineering plans for needed track improvements for a second round-trip between Chicago and Union Depot in Saint Paul, running at speeds up to 79 miles per hour on the same route as the Amtrak® *Empire Builder*. Phase 1 is expected to be completed in the summer of 2018. The Commission is strongly advocating for state funding for Phase 2; the environmental analysis and final design of the needed track improvements.

The Commission adopted its 2018 Work Plan and Budget of \$65,000 on September 7, 2017. Within the Commission's budget, \$24,180 was identified as RCRRA's 2018 funding commitment. Using \$26,000 in unexpended previous year's appropriations to offset 2018 funding commitments for all the financial party members, the RCRRA's 2018 funding commitment is reduced by \$9,672, resulting in a total funding commitment of \$14,508.

FISCAL IMPACT

Funding is available in RCRRA's 2018 operating budget.

2018 Funding Commitment to the Minnesota High Speed Rail Commission

COUNTY MANAGER COMMENTS

The Commission's Bylaws require that each financial party's funding commitment be approved by its respective board.

PREVIOUS ACTION

On June 20, 2017, Ramsey County Regional Railroad Authority approved a payment of \$14,332 to the Minnesota High Speed Rail Commission for its financial commitment to the 2017 Commission budget (Resolution R2017-19).

ATTACHMENTS

1. Draft Resolution
2. 2018 Final Work Plan and Budget

Draft Resolution

WHEREAS, The Minnesota High Speed Rail Commission (Commission) is a Joint Powers Board established in 2009 to cooperatively advocate for and analyze the feasibility of enhanced passenger rail options and freight rail improvements in the Minnesota High-Speed Rail Corridor; and

WHEREAS, Membership includes the regional railroad authorities from Winona, Wabasha, Goodhue, Dakota and Ramsey Counties, eleven cities along the route from Saint Paul to Winona and the La Crosse Area Planning Committee; and.

WHEREAS, The Ramsey County Regional Railroad Authority adopted the Minnesota High Speed Rail Joint Powers Agreement on April 28, 2009; and

WHEREAS, The Ramsey County Regional Railroad Authority is a financial party to the Joint Powers Agreement and is responsible for payment of a portion of the Commission's yearly activities; and

WHEREAS, The annual dues are based on a formula established in the Joint Powers Agreement that includes population, existing passenger rail route mileage and station stops within the jurisdiction of each financial party member and a base amount shared equally among all financial party members; and

WHEREAS, The Commission is focused on advocating for a second round-trip passenger train between the Twin Cities and Chicago, IL; and

WHEREAS, The Commission adopted its 2018 Work Plan and Budget on September 7, 2017; and

WHEREAS, The Ramsey County Regional Railroad Authority's 2018 funding commitment is \$14,508 and the Commission's Bylaws require that each financial party's funding commitment be approved by its respective board; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority accepts the Minnesota High Speed Rail Commission's 2018 Work Plan and Budget; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority approves the payment of \$14,508 to the Minnesota High Speed Rail Commission as the Ramsey County Regional Railroad Authority funding commitment to the 2018 budget; 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.

Minnesota High-Speed Rail Commission

Final 2018 Work Plan and Budget

1. Passenger and Freight Rail Advocacy Activities

The Minnesota High-Speed Rail Commission (Commission) will work with counties and municipalities, the Prairie Island Indian Community, the Minnesota Department of Transportation (MnDOT), the Metropolitan Council, Amtrak, Canadian Pacific Railway, Burlington Northern Santa Fe Railway, Union Pacific Railway, corridor chambers of commerce and others to continue the advancement and development of more frequent and faster passenger train service between Chicago and Saint Paul along the "River Route", the federally designated high speed passenger train route. To accomplish this the Commission will do the following:

- Monitor progress and offer guidance through the on the Twin Cities – Milwaukee – Chicago Intercity Passenger Rail Service Phase 1 Study.
- Provide a means for public engagement and an outlet for public information about the Twin Cities – Milwaukee – Chicago Intercity Passenger Rail Service Phase 1 Study.
- Monitor progress and offer guidance on the Chicago to Twin Cities Tier I EIS.
- Work for the seamless integration of high-speed rail into the River Route's municipalities' comprehensive plans.
- Offer guidance and assistance to municipalities, MnDOT, Metropolitan Council, freight railroads, and others for the advancement of high-speed rail along the River Route.
- Monitor progress and offer guidance on freight rail studies involving the River Route.
- Coordinate with MnDOT on high-speed, passenger, and freight rail studies that impact the River Route.
- Monitor the progress of high-speed rail activities in the United States and the Midwest.
- Coordinate with other interested parties on high-speed, passenger and freight rail improvements throughout the United States.
- Offer formal comments on high-speed rail studies and state and federal policy as needed.

General Activities will be led by commission staff working with agency staff to advise the commission on when its involvement is needed.

2. Advocacy and Legislative Coordination

The Commission will continue to develop policy positions and work cooperatively with its partners for more frequent and faster passenger train service in the River Route and throughout the Midwest Regional Rail System. To accomplish this, the Commission will do the following:

- Inform legislators about the benefits of the Twin Cities-Milwaukee-Chicago Intercity Passenger Rail Service Phase 1 Study.
- Advocate for state funding of the MnDOT Passenger Rail Office and capital improvement projects that benefit passenger service and freight rail movement along the River Route.

- Inform legislators about the benefits of high speed rail projects implemented in the United States.
- Inform legislators about the benefit of and need for high-speed rail service along the River Route.
- Inform legislators about the benefit of and need for increased freight rail capacity along the River Route.
- Advocate for increased funding to improve and expand the existing passenger rail service along the River Route.
- Advocate for increased funding to improve freight rail infrastructure along the River Route.
- Coordinate legislative initiatives with impacted freight railroads, the Prairie Island Indian Community, the Counties Transit Improvement Board, MnDOT the Metropolitan Council, the La Crosse Area Planning Committee, Amtrak, other high-speed passenger rail corridors, and other impacted parties.
- Coordinate legislative initiatives with partner agencies for those initiatives that impact the River Route.
- Establish positions on state and federal legislative initiatives that affect the River Route.
- Encourage Minnesota and Wisconsin to continue advancing the Milwaukee to Twin Cities' portion of the Twin Cities to Chicago high-speed rail corridor through design and into construction.
- Host joint meetings and forums with high-speed rail advocates to encourage the implementation of high-speed rail along the River Route.
- Advocate for the continued analysis of high-speed rail along the River Route and work to strengthen the conclusions of the Minnesota State Rail Plan which identified the River Route as a priority high speed rail corridor.
- Advocate for a multimodal transportation system that improves mobility through connecting corridor communities without stations to each other and to communities with stations.
- Advocate for rail safety improvements including at-grade crossings and track upgrades.
- Consider membership in similar advocacy organizations such as the Midwest High Speed Rail Association and Go Rail.

Advocacy and legislative coordination activities will be led by Commission staff working with the Chair to identify which items merit Commission involvement. If Commission involvement is merited, and time allows, the items will be brought to the Commission for discussion. If time does not allow, the Chair will determine whether or not the Commission shall be involved. In all instances, the Chair shall be the spokesperson for the Commission.

3. Public Engagement

The Commission's public involvement activities will be developed to increase public awareness of the Twin Cities-Milwaukee-Chicago Intercity Passenger Rail Service Phase 1 Study, the Chicago to Twin Cities Tier I EIS, the Commission, the larger Midwest Regional Rail Initiative, and the importance of investing in high-speed rail and existing passenger rail service. These activities will be separate from, but coordinated with the MnDOT's public involvement activities related to the implementation of the completed Minnesota State Rail Plan, the Twin Cities-Milwaukee-Chicago Intercity Passenger Rail Service Phase 1 Study, and the Chicago to Twin Cities Tier I EIS. Specific Commission activities will include:

- Implement a Public Communications strategy that builds upon the Commission's Strategic Communications Plan. This strategy will guide the Commission's public involvement activities including:
 - Public Information
 - Community Relations
 - Media Relations
 - Corridor Positioning
 - Website Presence
 - Social Media (Facebook)
 - Supporter Distribution List
 - Materials Development and Production
- Revise the Strategic Communications Plan as needed
- Coordination with partner agencies on high-speed rail and River Route advocacy
- Presentations to civic and community groups throughout the River Route
- Support for similar organizations (e.g. Midwest High Speed Rail Association and All Aboard Minnesota)
- Media recognition of Commission meetings and events through print, radio, and public access television
- Coordination and recruitment of supporters, including those in the business community, to advanced high-speed rail and passenger rail along the River Route.

Public Involvement Activities will be led by commission staff working with the Commission's public communications consultant. Public involvement strategies will continue to be discussed with the Chair before being brought to the Commission.

4. Management, Policy, and Administrative Activities

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

- Prepare and adopt the 2019 Work Plan and Budget.
- Review insurance needs and procure appropriate insurance.
- Provide Commission and staff administration.
- Manage Commission expenses.

Management, Policy, and Administrative Activities will be led by Commission staff. The deliverables will continue to be brought before the Commission for their approval.

2018 Expenditures

Expenditure Category	Amount
Advocacy and Legislative Coordination	
- Publications	\$2,000
- Materials	\$3,000
- Special Events/Mileage ¹	\$1,000
Subtotal	\$6,000
Public Communications Assistance	
- Implement HSRC Strategic Communications Plan	\$37,000
Management/Administration	
- Materials	\$3,000
- Insurance	\$2,000
Subtotal	\$5,000
Contingency	\$17,000
Total	\$65,000

¹ Travel to out of state events/conferences would be the responsibility of each individual member.

Note: Multiple Financial Members currently have contracts with federal and state lobbyists. These lobbyists may provide federal and state lobbying services as an in kind contribution of the Financial Party members to the Commission.

2018 Revenue

Revenue Source		Amount
Federal Appropriations		\$0
Subtotal		\$0
State Appropriations		\$0
Subtotal		\$0
Regional Railroad Authority:		2018 Contribution
- Ramsey County	37.20%	\$24,180
- Dakota County	19.70%	\$12,805
- La Crosse Area Planning Committee	14.10%	\$9,165
- Winona County	12.90%	\$8,385
- Goodhue County	11.40%	\$7,410
- Wabasha County	4.70%	\$3,055
TOTAL	100.00%	\$65,000

¹ Per the Amended and restated Joint Powers Agreement (adopted 2017), the Financial Parties' contribution is based on the following formula: 50% based on the proportionate share of population among all Financial Parties; 10% based on the proportionate share of corridor mileage among all Financial Parties; 31% based on the location of existing or planned high speed passenger rail stations within the Financial Parties' jurisdiction; and 9% allocated equally among the Financial Parties.

2018 Revenue

Revenue Source				Amount
Federal Appropriations				\$0
Subtotal				\$0
State Appropriations				\$0
Subtotal				\$0
Regional Railroad Authority	Percentage	2018 Contribution	Proposed Offset ¹	Adjusted 2018 Contribution
- Ramsey County	37.20%	\$24,180	\$9,672	\$14,508
- Dakota County	19.70%	\$12,805	\$5,122	\$7,683
- La Crosse Area Planning Committee	14.10%	\$9,165	\$3,666	\$5,499
- Winona County	12.90%	\$8,385	\$3,354	\$5,031
- Goodhue County	11.40%	\$7,410	\$2,964	\$4,446
- Wabasha County	4.70%	\$3,055	\$1,222	\$1,833
TOTAL	100.00%	\$65,000	\$26,000	\$39,000

¹ Proposed offset to reduce Financial Party contributions.

Fiscal Note: By the end of CY 2017, the Commission is expected to have approximately \$104,000 in unexpended previous year's appropriations. This amount includes anticipated receipt of 2017 Commission dues (not yet invoiced) and assumes payments to the Public Communications consultant through the end of the year.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2018-17

Committee: Regional Railroad Authority

Meeting Date: 4/17/2018

SUBJECT: Appointments to the Gold Line Corridor Management Committee

REQUESTED ACTION

Appoint Commissioner Ortega and Commissioner McDonough to the Gold Line Corridor Management Committee

EXECUTIVE SUMMARY

On January 19, 2018, the Federal Transit Administration granted the Metropolitan Council approval to start Project Development for the Gold Line Bus Rapid Transit Project. This is a significant milestone for the project that will provide the region with additional transportation choices and improve access for residents to employment, education, and services in the East Metro. The Gold Line will connect Saint Paul, Maplewood, Landfall, Oakdale and Woodbury, and will provide connections to the Metro Green Line and local bus routes.

The Project Development phase necessitates making key decisions on project scope, environmental review and design. To assist the Metropolitan Council in making these decisions, a corridor management committee has been formed. The corridor management committee will advise the Metropolitan Council on the design and construction of the Gold Line. In addition to the Metropolitan Council, membership includes elected officials from local jurisdictions, including the counties and cities along the Gold Line. The Metropolitan Council requested that the Ramsey County Regional Railroad Authority appoint two of its commissioners to serve on the committee.

FISCAL IMPACT

None.

COUNTY MANAGER COMMENTS

Appointments to outside committees are made by the Regional Railroad Authority.

PREVIOUS ACTION

None.

ATTACHMENTS

1. Draft Resolution

Draft Resolution

WHEREAS, The Gold Line is a nine-mile dedicated bus rapid transit project connecting Saint Paul, Maplewood, Landfall, Oakdale and Woodbury in Ramsey and Washington counties generally along Interstate 94; and

WHEREAS, On January 19, 2018, the Federal Transit Administration approved Gold Line's entry into Project Development; and

WHEREAS, The completion of the Project Development phase necessitates that decisions are made on project scope, environmental review and design; and

WHEREAS, To assist the Metropolitan Council in making these decisions a corridor management committee has been formed; and

WHEREAS, The Metropolitan Council has requested that Ramsey County Regional Railroad Authority identify two commissioners to serve on the corridor management committee; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority appoints Commissioner Ortega and Commissioner McDonough to the Gold Line Corridor Management Committee.

The Ramsey County Regional Railroad Authority met in regular session at 9:42 AM with the following members present: Carter, Huffman, McGuire, Reinhardt, Rettman, and Chair Ortega. Absent: McDonough. 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 May 15, 2018 is Presented for Approval

VOTING

Motion by: Toni Carter

Second by: Mary Jo McGuire

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

3. Minutes from April 17, 2018 are Presented for Approval

VOTING

Motion by: Janice Rettman

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			

ADMINISTRATIVE ITEMS

4. Agreement with MOD & Company, LLC for Strategic Communication Services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project (r2018-16)

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 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, On January 23, 2018, the Ramsey County Regional Railroad Authority released a request for proposals for strategic communication services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project; and

WHEREAS, The evaluation team, made up of staff from the Ramsey County Regional Railroad Authority, Ramsey County Environmental Health, the Ramsey County Manager's Office and the Saint Paul Area Chamber of Commerce reviewed the proposals that were submitted based on the criteria identified in the competitive solicitation; and

WHEREAS, The evaluation team recommends MOD & Company, LLC for strategic communication services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of and Agreement with MOD & Company, LLC, 159 Dousman Street, Saint Paul, MN 55102, for strategic communication services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project for the period of May 16, 2018 through May 15, 2020, in the not-to-exceed amount of \$199,720.00; 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. CORRIDOR UPDATES – Discussion can be found on archived video.

6. ADJOURNMENT – Chair Ortega declared the meeting adjourned at 9:48 a.m.


 Abby Goldsmith, Deputy Clerk – County Board

**Regional Railroad Authority Meeting
May 15, 2018 – ROLL CALL**

Call to Order: 9:42 AM

1. ATTENDANCE ROLL CALL

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

2. Agenda of May 15, 2018 is presented for approval

Moved: Carter

Seconded: McGuire

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

3. Minutes from April 17, 2018 are presented for approval

Moved: Rettman

Seconded: McGuire

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

ADMINISTRATIVE ITEM

4. R2018-16 – Agreement with MOD & Company, LLC for Strategic Communication Services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project

Moved: Reinhardt

Seconded: Carter

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

5. CORRIDOR UPDATES

6. ADJOURNMENT

Meeting adjourned at 9:49 am.



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

AGENDA

Tuesday, May 15, 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. R2018-22 Agenda of May 15, 2018 is Presented for Approval

Approve the agenda of May 15, 2018.

3. R2018-23 Minutes from April 17, 2018 are Presented for Approval

Approve the Minutes from April 17, 2018.

ADMINISTRATIVE ITEMS

4. R2018-21 Agreement with MOD & Company, LLC for Strategic Communication Services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project

1. Approve the selection of and Agreement with, MOD & Company, LLC, 159 Dousman Street, Saint Paul, MN 55102, for strategic communication services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project for the period of May 16, 2018 through May 15, 2020, in the not-to-exceed amount of \$199,720.00.
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. Corridor Updates

6. Adjournment

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2018-22

Committee: Regional Railroad Authority

Meeting Date: 5/15/2018

SUBJECT: Agenda of May 15, 2018 is Presented for Approval

REQUESTED ACTION

Approve the agenda of May 15, 2018.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2018-23

Committee: Regional Railroad Authority

Meeting Date: 5/15/2018

SUBJECT: Minutes from April 17, 2018 are Presented for Approval

REQUESTED ACTION

Approve the Minutes from April 17, 2018.

ATTACHMENTS

1. Minutes from April 17, 2018

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2018-21

Committee: Regional Railroad Authority

Meeting Date: 5/15/2018

SUBJECT: Agreement with MOD & Company, LLC for Strategic Communication Services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project

REQUESTED ACTION

1. Approve the selection of and Agreement with, MOD & Company, LLC, 159 Dousman Street, Saint Paul, MN 55102, for strategic communication services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project for the period of May 16, 2018 through May 15, 2020, in the not-to-exceed amount of \$199,720.00.
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

The next phase of the Rush Line Bus Rapid Transit (BRT) project – the Environmental Analysis Phase – began in January of 2018 and will take approximately two years to complete. This phase will include the following key tasks:

- Environmental review.
- Preliminary engineering.
- Station area planning.
- Communication and public engagement.

Ramsey County Regional Railroad Authority (RCRRA) has selected a consultant to complete this work through a procurement process in accordance with County policies and procedures.

As these tasks are completed, supplemental 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:

- Creating and implementing a supplemental communications plan.
- Communication and capacity-building with diverse communities.
- Media and community relations.
- Conducting business and institutional outreach.
- Cultivating grassroots support.
- Overall project management and strategy.

On January 23, 2018, RCRRA released a Request for Proposals for a qualified vendor to provide strategic communication consultant services for the environmental analysis phase of the Rush Line Bus Rapid Transit Project.

Agreement with MOD & Company, LLC for Strategic Communication Services for the Environmental Analysis

Below is the competitive solicitation summary:

Requests for Proposals (RFP) Title	Strategic Communication Services for the Rush Line Bus Rapid Transit Project
RFP Release Date	January 23, 2018
RFP Response Due Date	February 22, 2018
Number of Contractors Notified	285
Number of RFP Responses	5
Proposal Evaluation Committee	Staff from RCRRA, Ramsey County Environmental Health, Ramsey County Policy and Planning Division, Saint Paul Area Chamber of Commerce
RFP Evaluation Criteria	Contractor qualifications, key personnel qualifications, project understanding and approach, cost
Contractor Recommended	MOD & Company, LLC

The evaluation team evaluated the proposals based on the criteria identified in the solicitation and is recommending MOD & Company, LLC to provide strategic communication services for the Rush Line Bus Rapid Transit Project Environmental Analysis Phase.

FISCAL IMPACT

Funding is available in the Ramsey County Regional Railroad Authority 2018-2019 operating 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 January 23, 2018, the Ramsey County Regional Railroad Authority authorized the issuance of a Request for Proposals for Strategic Communication Services for the Rush Line Bus Rapid Transit Project (Resolution R2018-8).

ATTACHMENTS

1. Draft Resolution
2. Professional Services Agreement
3. Attachment A - Work Scope and Budget

Draft Resolution

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, On January 23, 2018, the Ramsey County Regional Railroad Authority released a request for proposals for strategic communication services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project; and

WHEREAS, The evaluation team, made up of staff from the Ramsey County Regional Railroad Authority, Ramsey County Environmental Health, the Ramsey County Manager's Office and the Saint Paul Area Chamber of Commerce reviewed the proposals that were submitted based on the criteria identified in the competitive solicitation; and

WHEREAS, The evaluation team recommends MOD & Company, LLC for strategic communication services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of and Agreement with MOD & Company, LLC, 159 Dousman Street, Saint Paul, MN 55102, for strategic communication services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project for the period of May 16, 2018 through May 15, 2020, in the not-to-exceed amount of \$199,720.00; 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, 214 4th Street East, Suite 200, Saint Paul, MN 55101 ("RCRRA") and MOD & Company, LLC, 159 Dousman Street, Saint Paul, MN 55102, registered as a Limited Liability Company in the State of Minnesota ("Contractor").

1. Term

1.1.

The term of this Agreement shall be from May 16, 2018 through May 15, 2020 and may be renewed for up to three (3) additional one year period(s).

The full term of this agreement (including renewals) is 5 year(s), 0 month(s) and 0 day(s).

1.1.1.

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

2. Scope of Service

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

2.1.

The Contractor shall complete Tasks 1 through 6 and furnish the deliverables as provided in Section 2.6.6 of the Work Scope and Budget (Attachment A) in accordance with the budget and schedule set forth in Section 2.6.3 of Attachment A.

2.2.

Services shall be provided at the locations identified in Attachment A. 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 as and if requested by RCRRRA, it being understood that RCRRRA might not purchase any services under this Agreement.

4. Cost

4.1.

RCRRRA shall pay the Contractor a not to exceed fee of \$ 199,720.00 over the life of the contract according to the agreed to rates.

4.2.

RCRRRA shall pay the Contractor the following unit rates:
Unit rates shall be in accordance with the billing rates included in section 2.6.3 of 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 RCRRRA.

5.1.2.

Payments shall be made when the materials/services have been received in accordance with the provisions of this Agreement.

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 RCRRRA.

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 RCRRRA for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the

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

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 Jana Soiseth 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, their 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, their 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.

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 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, their 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.

5.9.5.

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 RCRRA and Ramsey County, their 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 or Ramsey County 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:

Andrew Gitzlaff, 214 4th Street East, Suite 200, Saint Paul, MN 55101

Contractor:

Jana Soiseth, 159 Dousman Street, Saint Paul, MN 55102

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 RCRRRA Commissioners. RCRRRA may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of RCRRRA Commissioners. Upon receipt of the RCRRRA'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 RCRRRA.

5.18. Termination

5.18.1.

RCRRRA 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 RCRRRA upon the commencement of such proceedings or other action.

5.18.2.

If the Contractor violates any material terms or conditions of this Agreement RCRRRA 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.

RCRRRA 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 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.

5.21.2.

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.

5.22. 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.

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 jobconnectmn@ramseycounty.us or call 651-266-6042.

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.

April 16, 2018

Frank Alarcon

Planning Specialist

Ramsey County

Transit and Transit Oriented Development | Regional Railroad Authority

Union Depot

214 4th St. E, Suite 200

Saint Paul, MN 55101

Dear Frank,

Thank you for our meeting of the 30th of March. We are extremely excited for the Rush Line project and appreciate your input on the proposal to date. We accept the revisions to the plan and proposal that we discussed.

Thank you also for the clear guidance regarding the County's expectation for community activation and advocacy as an integral part of this project's deliverables.

Though we may not have stated this as clearly as we could in our original proposal I want to reassure you that we see the building of community understanding and support (and excitement) for Rush Line BRT as a core component of our service to you and the County.

I have discussed this focus with our team, and we feel that our current scope of work, with a few slight revisions, will lead to exemplary outcomes in this regard. We have made those slight modifications in the updated scope of work that accompanies this letter, and have included special notations where those modifications occur so you can easily find what has changed and what has not.

We have also included a budget summation for each of the tasks as well as an overall proposed budget. Please note that our overall proposed fee has not changed from the original proposal we submitted.

We are excited to work with you and our many partners (including in diverse communities and in the business community along the corridor) to weave a broad base of community champions and build the excitement that this project is primed to generate.

We are excited to get started on this work. Thank you again for the opportunity to be of service to you and the residents of Ramsey County.

2.6.4 Our Understanding and Approach

Understanding

Development of the Rush Line Bus Rapid Transit is a once-in-a-lifetime opportunity to build a city-shaping, multi-modal spine for the communities along its length. Ensuring that the corridor's diversity of residents, partners, and communities — including under-represented, transit-dependent, and health-disparity communities — have the opportunity to learn about and contribute their ideas and aspirations toward the development of the Rush Line will result in a line that grows ridership, meets the needs of communities along its extent, brings real improvement to the lives of its users, and provides ladders of opportunity for all area residents.

We are excited to offer our team's methods, skills, and experience to facilitate strategic communications for broad support and activation of community excitement and advocacy for the proposed BRT Line. We are uniquely qualified to provide outreach and advocacy services for this project as we bring specific experience providing similar services for similar projects - including leading strategic communications for design and construction of the Green Line LRT along University Avenue - and closely working with businesses and organizations that were impacted by this construction. This included deep engagement and marketing communications with numerous ethnic and cultural communities, and with the corridor's business community, which was itself made up members of a great diversity of ethnic and cultural communities. We also collaboratively led strategic communications and grassroots initiatives in support of walking and biking improvements in North Minneapolis as part of the \$30 million Federal Non-motorized Transportation Pilot (NTP) project.

Our mission, skills, and experience, honed over 20 years of proactive communications and engagement practice, align with Ramsey County Regional Rail's objectives for a robust and inclusive communications and community activation process.

Our team's people-centered approach is rooted in a proactive and inclusive program of stakeholder outreach that relies on collaboration with residents, business and property owners, community leaders, and other project consultants. We employ a range of creative, recipient-oriented communications strategies to encourage broad participation and ensure that the outcomes from the Environmental Analysis Phase enjoy community understanding, buy-in and support, and excitement and commitment to implementation. What matters most is ensuring that the recipients of this information properly understand it and feel supported in their understanding, so they can become knowledgeable advocates and champions for the project.

In addition to the examples listed above, we offer numerous other experiences leading planning and engagement for Multimodal Transportation Plans for cities across the region, including many of the communities along this proposed corridor. As the engagement lead for the Saint Paul Grand Round Master Plan and the Ramsey Communities Countywide

Pedestrian and Bicycle Plan, we have enjoyed productive relationships with County and local staff, and we will build on the success of these past planning and engagement efforts, as well as knowledge of the Corridor and surrounding communities, to develop innovative and responsive outreach plans and strategies to inform this planning effort.

Approach

Strategic communications play a critical role in developing broad understanding and support of this project. We propose a process that responds to and builds on the ongoing work of the design team.

Building on Established Knowledge, Successes, and Relationships

Our approach builds on and advances the ongoing engagement efforts of the Environmental Analysis Phase, and seeks to leverage and expand the relationships established through past station area planning and other planning and outreach. In addition to conducting a review of the community engagement strategies employed in past planning efforts, we will coordinate our efforts with existing project management groups to inform our scope of work and strategic communications strategy, including:

- Project Team (RCRRA project manager and consultant leads on Preliminary Engineering, Environmental Analysis, Communication and Public Engagement)
- Ramsey County Economic Growth and Community Investment Service Team Communications Manager

We also recognize the myriad of existing stakeholder groups and engagement partners currently doing outreach in the Rush Line Corridor. We will work with these other groups, local partners and organizations to inform our communication approach, to solicit valuable input for advocacy, and to partner on targeted outreach activities. Key stakeholder groups include but are not limited to:

- East St. Paul Karen, Hmong and Spanish-speaking populations
- Health Institutions
- Railroad Representation
- Business Organizations
- Manufactured home communities along the corridor

In addition, we will leverage relationships we have built over time and work with numerous partners working in diverse communities throughout the corridor to engage, build excitement, and activate participation and project champions from communities throughout the corridor. We have, for example, a multi-year relationship with Nexus Community Partners facilitating community conversations and learning about transit and transportation in our region. We intend to work with Nexus and many other community partners to extend the reach of the project and its messages, and build engaged advocates in multiple corridor communities.

In addition to leveraging the cadre of well-established management and engagement partners around this project, we will bring to the project our extensive experience in working directly with diverse communities in cities and counties across the region, including in Ramsey County and the Cities of Saint Paul, Maplewood, Vadnais Heights, Gem Lake, White Bear Township and White Bear Lake to hone our communication efforts and to ensure outreach to and participation from traditionally underrepresented groups.

2.6.6. Project Services by Task

Task 1: Project Management and Strategy

Key to a communications project such as this is effective and ongoing communication between our team and yours. We have extensive experience working with multiple stakeholders on the client side, sometimes with very different levels of interest regarding outcomes. We would recommend a single point of contact on each side to funnel all information back and forth, but are also perfectly amenable to your reaching out to specific MOD team members and will have our own internal check-in schedule and system to capture that information for the entire team.

In the past, we have also incorporated Basecamp on similar projects. Basecamp is an online scheduling and file sharing app that creates a central repository and acts as the messaging system for the project. While some communication always happens outside Basecamp, it is an excellent method for sharing, responding and also capturing major files and communications.

We understand that there will be two to three meetings per month with the Project Manager and would be happy to do them all in person if you prefer. We are located very close by and also prefer in person meetings when possible. We will plan for conference calls with RCRRA and EAP consultant once per month and for attending Business and Community Advisory Committee and PAC meetings throughout the year. In addition, we will prepare and provide written strategic communication activity updates.

In any case, we will tailor our approach to match your team's wants and needs while making sure that we are effectively communicating with one another consistently and throughout the contract.

KEY PROJECT STAFF

Amber Dorneman, Assistant Project Manager

Attend all meetings, take notes at each meeting, schedule meetings with team and within Basecamp, day to day communications

Projected Hours: 154
Projected Rate: \$80/Hour
Projected Cost: \$12,320

Luke Soiseth, Project Manager/Media Strategist

Attend meetings, prepare strategic communication activity updates

Projected Hours: 88

Projected Rate: \$125/Hour
Projected Cost: \$11,000

Jana Soiseth, Creative Director/Social Media Strategist

Attend meetings more heavily at launch of project and additional meetings as needed throughout contract

Projected Hours: 30
Projected Rate: \$125/Hour
Projected Cost: \$3,750

Antonio Rosell, Community Outreach and Engagement Strategist

Attend meetings as needed throughout contract

Projected Hours: 30
Projected Rate: \$135
Projected Cost: \$4,050

Sean McDonnell, Communications Strategist/Public Relations

Attend meetings, assist with strategic communications activity updates

Projected Hours: 30
Projected Rate: \$125
Projected Cost: \$3,750

Hard Costs

Printing and materials: \$250

Total Task 1: Project Management and Strategy: \$35,120

DELIVERABLES

- Propose Basecamp or other project management software solution to track documents and calendars.
- Outline Project Management Strategy including all meetings, phone calls, and written strategic communication activity updates.
- Participate in 2-3 meetings per month with Project Manager of RCRRRA
- Participate in conference calls with RCRRRA and EAP Consultant (1 per month)

Task 2: Supplemental Communications Plan

We draw on our experience and leadership in communications and community engagement in transportation planning, our knowledge and working relationships with the County and Corridor Cities, and review of past engagement strategies, tactics, and outcomes, to prepare a Supplemental Communications Plan (SCP) that is tailored to the needs of the project, responsive to local challenges and opportunities, and leverages existing community relationships and engagement structures to maximize the communications reach.

The SCP will provide a roadmap for all public outreach, education, engagement, and agency coordination tasks that will be completed during the life of the project. The SCP will detail specific methods, target audiences, schedule, and tasks for implementing communications with a broad array of stakeholder groups. The SCP will detail all communication activities needed for successful community and partner outreach, education and engagement for the subject station areas within the Rush Line Corridor.

Stakeholder analysis is a key first step in the development of the SCP, and includes identification of ethnic, cultural, health-disparity, and other traditionally underrepresented communities along the corridor. The SCP will include targeted communication strategies to reach traditionally underrepresented communities along the corridor, as well as strategies to engage the larger, general population of corridor stakeholders. These communication strategies will build on the success of previous station area planning and engagement efforts by incorporating best practices and leveraging established partnerships with and understanding of stakeholder groups. We will draw on our relationships with business organizations, civic engagement conveners, and community advocates to identify other potential partners, opportunities and venues to expand the reach of the project and connect with underrepresented communities along the corridor – both with the general population of their members and with community leaders and allied organizations working with them.

We will develop and refine the SCP with guidance from the Project Team and other project stakeholders discussed above. We will also incorporate learnings from ongoing engagement to refine our approach and methods throughout the project's duration. The SCP is designed to be dynamic and iterative, and will be updated and refined to accommodate the needs of the project.

KEY PROJECT STAFF

Luke Soiseth, Project Manager/Media Strategist

Work with Sean and Antonio to develop goals, recommendations, talking points and key messages. Identify roles and responsibilities of the group within the supplemental plan to support the EAP engagement. Suggest digital media opportunities, radio and television placement including ethnic media outlets.

Projected Hours: 20

Projected Rate: \$125

Projected Cost: \$2,500

Sean McDonnell, Communications Strategy/Public Relations

Work with Luke and Antonio to develop goals, recommendations, talking points and key messages. Identify roles and responsibilities of the group within the supplemental plan to support the EAP engagement.

Projected Hours: 40

Projected Rate: \$125

Projected Cost: \$5,000

Antonio Rosell, Community Outreach and Engagement Strategist

Work with Luke and Sean to develop goals, recommendations, talking points and key messages. Identify roles and responsibilities of the group within the supplemental plan to support the EAP engagement.

Projected Hours: 10

Projected Rate: \$135

Projected cost: \$1,350

Hard Costs

Printing: \$150

Total Task 2: Supplemental Communications Plan: \$9,000

DELIVERABLES

- Build upon gaps (if any) and strengths of EAP's plan.
- Define goals and objectives to increase awareness and build support
- Recommend additional media relations and other communications
- Develop key messages and talking points tailored to the needs and understanding of specific communities and stakeholder groups
- Suggest unique digital media opportunities
- Provide radio and TV placement
- Suggest culturally specific, ethnic media outlets
- Identify and assign team roles and responsibilities within the supplemental communications plan

Task 3: Communication and Capacity-Building with Diverse Communities

Our approach to stakeholder communication and community engagement is designed to offer a range of opportunities for community participation in the planning process and to ensure broad and representative stakeholder participation. At the same time, we strive to make communications fun and accessible, and to ensure that the input received is useful and supports the planning process. We will develop a SCP that offers regular and timely opportunities for public involvement, uses fun and innovative communication techniques, and supports targeted outreach to key stakeholder groups and underrepresented communities.

One key component of our approach will be to help build capacity within the diverse communities with whom we interact. We will approach this task through two components:

- By developing communications materials that increase knowledge about transit and transportation – and specially BRT - for all individuals who interact with our materials, and
- By leveraging our existing relationships with trusted organizations working within diverse communities (like Nexus Community Partners, Latino Economic Development Center, and others) to host informational sessions about the project that provide overall context and knowledge about transportation and about BRT in particular.

In the end, we anticipate that these strategies will help build a cohort of informed, excited and activated community members who will be eager to work for the project's implementation.

To maximize participation and opportunities for engagement, we will include several types of activities - including in-person and online opportunities. We will make it easier for more people to participate by taking the meeting to them - hosting "pop-up" workshops at popular community destinations, and by hosting open houses where participants can find engaging activities, illustrated materials, and helpful project staff to address questions and concerns. A suite of online activities will make it easy and convenient for stakeholders to contribute their ideas and recommendations.

We will explore a range of in-person and online formats to engage stakeholders, including but not limited to:

Pop-Up Workshops are mobile workshops that bring the project (and the engagement questions it needs answered) to the places where people are already gathering - for example, trails, parks, community center, grocery store/shopping center, schools, sporting events, festivals, etc. Pop-ups are friendly and casual activities that include richly-illustrated materials, provide timely information about the project and design alternatives, and offer multiple tools for direct participation and comment by participants and passersby. Pop-Up workshops may include a variety of activities, each of which can be completed quickly, in five minutes or less - for example, dot map activities, paper/tablet surveys, and sharing of brief educational materials. Pop-Up workshops offer the opportunity to gather the opinions of people who might not otherwise attend a public meeting.

Listening Sessions allow the project team to host deeper conversations with a smaller group of participants, and receive detailed information from stakeholders or members of the public with a common interest or affiliation (for example, members of a cultural or community group, members of a local chamber of commerce or a civic group with an interest in the project). Participants may include business owners and tenants, artists, economic development leaders, biking and walking advocates, residents, employees, as well as members of health disparity, ethnic minority, and underrepresented communities representing different civic, cultural, and community interests. Listening Sessions offer a wonderful opportunity to "dive deeper" with members of a specific community, and provide information that excites and activates community leaders.

Small Group Workshops allow for more intimate discussion and interaction, and are a useful format for facilitating engagement with targeted populations. Workshop activities may include an orientation/introduction to the project, explanation of key concepts (through presentation, boards, and/or handouts), surveys, and workshop activities to prompt conversation and gather participant input and idea.

Online Engagement — including interactive maps, project websites, surveys, and social media — offers an opportunity to expand the reach of project communications and engagement and receive guidance from stakeholders throughout the corridor toward development and implementation of this significant regional amenity.

We will deploy an array of useful and cost-effective web-based tools that maximize opportunities for public engagement beyond in-person meetings. Online tools will provide information and receive resident comments and guidance throughout the life of the project.

Other Strategies In addition to the engagement strategies described above, we will incorporate appropriate accommodations in our engagement plans to encourage widespread participation and address common barriers to participation. Such accommodations may include provision of food and beverages at engagement events, provision of childcare, targeted outreach to underrepresented groups, translation services (both for events and promotional materials), and identification of culturally and physically accessible meeting locations.

Visually rich, understandable, and usable materials

We produce meeting materials, engagement tools, and reports that are clear, accessible, and usable for broad audiences. Plain language and clear graphics and illustrations support our efforts to educate, inform, and solicit input and feedback from stakeholders.

In collaboration with the lead environmental analysis phase consultant, we will develop any materials needed to support outreach and engagement throughout the project.

In addition to providing a final report documenting the engagement process and key findings, we will provide detailed summaries and analysis of community input and engagement methods throughout the planning process to allow for timely input into the development of infrastructure plans and ongoing iteration and refinement of the engagement process.

KEY PROJECT STAFF

Antonio Rosell, Community Outreach and Engagement Strategist

Develop and implement strategies to engage diverse communities along the route. Propose tactics and develop community outreach opportunities to build capacity within ethnic/cultural organizations.

Projected Hours: 20

Projected Rate: \$135

Projected Cost: \$2,700

Jono Cowgill, Community Outreach and Engagement Facilitator

Assist in implementing community outreach. Process engagement results, develop summaries for the project.

Projected Hours: 80

Projected Rate: \$100

Projected Cost: \$8,000

Jana Soiseth, Creative Director / Social Media Strategist

Design communication materials in multiple languages including Hmong, Spanish, Karen and Somali.

Projected Hours: 40

Projected Rate: \$125

Projected Cost: \$5,000

Amber Dorneman, Assistant Project Manager

Schedule team check-in meetings and track progress within Basecamp.

Projected Hours: 30
Projected Rate: \$80
Projected Cost: \$2,400

Luke Soiseth, Project Manager/Media Strategist

Develop and implement strategies to engage diverse communities.

Projected Hours: 10
Projected Rate: \$125
Projected Cost: \$1,250

Sean McDonnell, Communications Strategy/Public Relations

Develop and implement strategies to engage diverse communities.

Projected Hours: 30
Projected Rate: \$125
Projected Cost: \$3,750

Total Task 3: Communication and Capacity-Building with Diverse Communities: \$23,100

DELIVERABLES

Recommend and implement strategies to engage diverse communities along the route.
Provide communication materials in multiple languages including Hmong, Spanish, Karen and Somali.
Propose and implement tactics to support the opportunity to build capacity within ethnic/cultural organizations.

Task 4: Media and Community Relations

Media and community relations will be a critical component of the Rush Line BRT project, as public understanding and support for this initiative -- including among key project decision-makers and influencers -- will be derived from the articles and information disseminated by multiple media sources. Our fundamental points of focus for our media and community relations strategy will be threefold: 1) Communications which are clear, concise and consistent for the benefit of our targeted audiences; 2) Communications which cover the gamut of potential information resources consumed by our targeted audiences; 3) Communications which necessarily adjust during the course of this engagement to the needs and input of our media partners and target audiences.

We would begin by compiling a comprehensive list of all the audience groups we intend to include within our Media and Community Relations Strategy, subdivided by primary and secondary audiences. Based on our assessment and analysis of our target audiences, we would next develop a core set of key messages and talking points tailored to the needs and understanding of specific communities and stakeholder groups (also noted in our Supplemental Communication Plan response). These key messages and talking points -- clear, concise and consistent -- will be applied to all external-facing communications related to this project to aid recipient understanding and avoid/eliminate potential message confusion.

Based on our prior experience working with communities within the Rush Line BRT project area, as well as our long general experience working with a variety of traditional and social media sources in the Twin Cities, we will work to ensure that our communications “meets people” where they work, live and play. In today’s media-rich environment, in which anyone with a smartphone can suddenly be part of “the media,” it is important that our Media and Community Relations Strategy, including both traditional and social media, be proactively attuned to media and information resources that can positively and/or negatively impact public understanding of this project.

Thus, as our media and community relations outreach begins, and information is consumed, we will proactively monitor this consumption and -- most importantly -- make any critical adjustments necessary to ensure our communications remain clear, concise and consistent. For example, if we receive feedback that key members of the local business community do not yet adequately understand the impact of this project on their businesses and/or employees, we would identify ways and means to ensure a greater level of understanding among this audience group. Ultimately, target audience understanding and support will be the most important deliverable of our media and community relations outreach.

On Design

In our efforts to create champions for the Rush Line, we need to sell the Rush Line, which means we need quality materials that inspire devotion. And if you look back at the introduction of other transportation modes – from our own Green Line train to Royal Caribbean’s new cruise ship – the story is often the mode itself. How does it work? How big is it? How fast is it? How many people fit? These things pique the imagination.

The Rush Line buses are no different. In fact, they (and the stations) are replete with great new amenities and technologies, not to mention impressive overall design and much more. We would like to put the bus at the center – “Bus is the Star” – of the campaign materials, and by telling those stories, work our way into the benefits of all those amenities, the quicker ride times, even the environmental impact and more.

The materials will support all of the outreach efforts and give the sense of permanence or durability – be that 3D or even just laminated – to create the impression that this is even a bit momentous and the materials worth keeping. They would embrace the branding in place to be bold and colorful, engaging and even fun. We want the viewers to get excited – even if that is just because the bus will have wider doors and aisles to get on and off easier, or the free WI-FI.

The buses are *that cool*, but they are still buses, and so if we don’t properly tell just how special they are, possible champions might think we are trying to inspire them to advocate for just another bus line.

KEY PROJECT STAFF

Sean McDonnell, Communications Strategist/Public Relations

Conceive and implement Media and Community Relations Strategy. Create and place op-ed consistent with EAP milestones. Create e-newsletter content. Develop Crisis communications plan and track media. Identify and anticipate issues of concern. Leverage existing media hooks. Provide ideas for social media content. Assist in development of e-news editorial calendar.

Projected Hours: 192

Work Scope and Budget – Attachment A

Projected Rate: \$125
Projected Cost: \$24,000

Jana Soiseth, Creative Director/Social Media Strategist

Create and implement social media strategy and shareable content. Develop e-news editorial calendar. Develop creative for ad placements.

Projected Hours: 192
Projected Rate: \$125
Projected Cost: \$24,000

Luke Soiseth, Project Manager/Media Strategist

Assist with e-newsletter editorial calendar and content. Recommend and arrange advertising in print, radio and social.

Projected Hours: 30
Projected Rate: \$125
Projected Cost: \$3,750

Amber Dorneman, Assistant Project Manager

Assist Project Manager in placement of advertising, proofreading and Basecamp updates. Track corridor communications activity.

Projected Hours: 30
Projected Rate: \$80
Projected Cost: \$2,400

Antonio Rosell, Community Outreach and Engagement Strategist

Conduct Corridor conversations and compile thoughts to convey benefits. Assist in Elected official awareness and understanding of the project.

Projected Hours: 10
Projected Rate: \$135
Projected Cost: \$1,350

Jono Cowgill, Community Outreach and Engagement Facilitator

Assist in coordinating and implementing corridor conversations and outreach. Process results and develop summaries of corridor conversations.

Projected Hours: 20
Projected Rate: \$100
Projected Cost: \$2,000

Hard Costs

Printing and other materials: \$1,350

Total Task 4: Media and Community Relations: \$58,850

DELIVERABLES

- Develop a comprehensive Media and Community Relations Strategy which accounts for and incorporates all deliverables listed below.
- Develop a comprehensive list of target audiences for media and community relations outreach, based on our understanding of specific communities and stakeholder groups
- Develop key messages and talking points tailored to the needs and understanding of specific communities and stakeholder groups
- Create, pitch and place op-ed pieces consistent with key milestones of the EAP consultant.
- Maintain and enhance a current list of media, influencers and stakeholders.
- Recommend local, state and federal elected officials, business leaders and local individuals who will champion the project within their social, new, and print media networks.
- Create and implement a social media strategy
- Develop an e-newsletter editorial calendar and content for 12 bi-monthly newsletters based on input from the EAP consultant.
- Conduct corridor conversations with representatives of organizations along the project route.
- Gather perspectives and compile thoughts into shareable and visually appealing materials to convey benefits.
- Utilize media tracking services to identify issues of concern, leverage existing media hooks and generate ideas for social media and op-ed content.
- Develop a Crisis Communications Plan.
- Provide assistance with crisis communications to the RCRRA as needed.
- Recommend, create and place advertising in radio, print and social media platforms to reach diverse communities along the route.
- Ensure sustained awareness, understanding and support by elected officials at all government levels, as well as among all target audiences.

Task 5: Business and Institutional Outreach

The corridor includes scores of businesses, numerous health care institutions, as well as colleges and other institutions of higher learning. The businesses along the proposed line can be some of our most visible — and respected — advocates. Previous phases of the work have garnered much interest and support from these groups. It will be critical to continue and expand on this success as the project moves forward. We will work with business and civic organizations to host “listening sessions” with their members, using these opportunities to connect the various interests, and we will work closely with those already activated to promote further advocacy for the project. We will work proactively to bring the concerns and issues of the business community into the design process, so any potential issues can be addressed before they become problems or controversies. We will develop and provide materials that specifically address the needs and concerns of business owners, and orient our outreach to address those concerns.

KEY PROJECT STAFF

Antonio Rosell, Community Outreach and Engagement Strategist

Identify businesses and institutions along the line who stand to benefit. Recommend and implement strategy for engaging businesses and institutions. Help assemble the Business and Community Advisory Committee.

Projected Hours: 20
Projected Rate: \$135
Projected Cost: \$2,700

Jono Cowgill, Community Outreach and Engagement Facilitator

Engage businesses through outreach and education funneling them into various advocacy roles for the project. Assist in implementing business engagement and outreach. Process engagement results, develop summaries for the project.

Projected Hours: 30
Projected Rate: \$100
Projected Cost: \$3,000

Sean McDonnell, Communications Strategist/Public Relations

Work with CDG to identify businesses and institutions and recommend and implement strategies for engaging businesses.

Projected Hours: 30
Projected Rate: \$125
Projected Cost: \$3,750

Luke Soiseth, Project Manager/Media Strategist

Work with CDG to identify businesses and institutions and recommend and implement strategies for engaging businesses.

Projected Hours: 30
Projected Rate: \$125
Projected Cost: \$3,750

Task 5: Business and Institutional Outreach: \$13,200

DELIVERABLES

- Identify businesses and institutions along the line that stand to benefit from the project.
- Identify businesses and institutions that have concerns about the project.
- Recommend and implement strategies for engaging businesses and institutions to gain support and create advocates for the project.
- Assist the EAP Consultant in the assembly of a Business and Community Advisory Committee.

Task 6: Cultivate Grass Roots Support

Keys for growing grass roots support include developing trusted connections with communities and community leaders, providing messages that people understand and that generate interest and excitement, and outlining paths that those who are activated can take to forward the goals or messages that excite them.

Work Scope and Budget – Attachment A

We will work with a broad range of key groups and allies along the corridor, including cultural and ethnic organizations, District Councils, and community centers. Some of the organizations and communities that we will engage include:

- East St. Paul Karen population
- East St Paul Hmong and Spanish-speaking populations
- Indigenous Roots Cultural Arts Center
- Maplewood Community Center (YMCA)
- Vadnais Heights
- Congregation newsletters of religious groups located in all suburban locales including: Maplewood, Vadnais Heights, Gem Lake, White Bear Lake, White Bear Township
- Manufactured home communities along the corridor (connect with All Parks Alliance for Change)

We will develop and provide briefings and outreach materials that generate excitement, provide information that activated community members can use to explain and advocate for the project, and that bring in others who may not be advocates yet into the project. In the end, our goal is to create a self-sustaining campaign that grows organically and prepares the way for project implementation and success.

KEY PROJECT STAFF

Antonio Rosell, Community Outreach and Engagement Strategist

Identify Project Champions and empower them to advocate.

Projected Hours: 20

Projected Rate: \$135

Projected Cost: \$2,700

Jono Cowgill, Community Outreach and Engagement Facilitator

Assist in identifying Project Champions. Coordinate meetings, assist in developing educational and other materials. Process conversations and develop summaries for the project.

Projected Hours: 40

Projected Rate: \$100

Projected Cost: \$4,000

Sean McDonnell, Communications Strategist/Public Relations

Write stories of Project Champions to be included in communications materials.

Projected Hours: 60

Projected Rate: \$125

Projected Cost: \$7,500

Jana Soiseth, Creative Director/Social Media Strategist

Incorporate Project Champion Stories within creative communications materials and social media.

Work Scope and Budget – Attachment A

Projected Hours: 50
Projected Rate: \$125
Projected Cost: \$6,250

Total Task 6: Cultivate Grass Roots Support: \$20,450

DELIVERABLES

Identify potential Project Champions

Empower Project Champions to advocate for the project through social media, testimony and public meetings and other methods.

Incorporate the stories of Project Champions into communications materials such as the Corridor Conversations.

2.6.3. Description of Cost

Task 1: Project Management and Strategy: \$35,120

Task 2: Supplemental Communications Plan: \$9,000

Task 3: Communication and Capacity-Building with Diverse Communities: \$23,100

Task 4: Media and Community Relations: \$58,850

Task 5: Business and Institutional Outreach: \$13,200

Task 6: Cultivate Grass Roots Support: \$20,450

Project Total: \$159,720

All of our estimates are based on time and materials and our experience with similar projects. The hourly rates reflect the position and experience of the employee.

Hourly Rates

Amber Dorneman: \$80

Jono Cowgill: \$100

Jana Soiseth: \$125

Luke Soiseth: \$125

Sean McDonnell: \$125

Antonio Rosell: \$135

Our total of \$159,720 comes in just below the amount we have to work with taking into account the 20% contingency. Printing and Materials: \$1,850

Projected Timeline

May 2018 - May 2020