



Ramsey County Regional Railroad Authority.
Records.

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The Ramsey County Regional Railroad Authority met in regular session at 10:24 AM with the following members present: Carter, Huffman, McDonough, McGuire, Rettman, and Chair Ortega. Also present were Ryan O'Connor, County Manager, and Jeff Stephenson, 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 August 7, 2018 is Presented for Approval**VOTING**

Motion by: Mary Jo McGuire

Second by: Jim McDonough

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

3. Minutes from May 15, 2018 are Presented for Approval**VOTING**

Motion by: Blake Huffman

Second by: Mary Jo McGuire

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

4. **Request for Proposals for On-Call Engineering Services at Union Depot (Resolution R2018-17)**

VOTING

Motion by: Jim McDonough

Second by: Blake Huffman

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

WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance Union Depot Multi-Modal Transit and Transportation Hub to the benefit of the citizens of Ramsey County; and

WHEREAS, The Ramsey County Regional Railroad Authority continues to seek out new uses and users for Union Depot including the development of the Gold Line, Rush Line and Riverview Corridor transitways as well as additional passenger rail service to Chicago; and

WHEREAS, The Ramsey County Regional Railroad Authority continues to be approached by parties seeking to utilize the property and building for uses beyond what was originally envisioned including more leasable space, reconfiguration of space, addition of a river balcony and additional access to the Upper Landing along the Mississippi River; and

WHEREAS, The Ramsey County Regional Railroad Authority needs to consistently and thoughtfully evaluate the multiple proposed uses for Union Depot to ensure they are compatible with its vision for the facility; and

WHEREAS, Consistent and thoughtful analysis requires the procurement of engineering services; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the issuance of a Request for Proposals for On-Call Engineering services for Union Depot, in accordance with County procurement policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority with a recommendation for selection of a contractor.

5. **Request for Proposals for Union Depot Railroad Track Operations and Maintenance (Resolution R2018-18)**

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			

WHEREAS, The Union Depot welcomed the return of daily Amtrak service on May 7, 2014; and

WHEREAS, In addition to Amtrak service, special trains from Canadian Pacific Railway, Union Pacific Railroad, BNSF Railway, Twin Cities and Western Railroad, Minnesota Transportation Museum, Friends of the 261 and others have served the Union Depot; and

WHEREAS, These passenger trains need a well maintained track system to ensure on-time performance and rider comfort; and

WHEREAS, Track maintenance is subject to Federal Railroad Administration regulations; and Depo

WHEREAS, The Ramsey County Regional Railroad Authority, through the Union Depot Railroad, is responsible for track system maintenance on the Union Depot property which consists of track systems located within the Ramsey County Railroad Authority property located approximately between Jackson Street (west end) and the Division Street Wye (east end); and

WHEREAS, The services of a contractor are required to complete the necessary track system inspections and maintenance in accordance with Federal Railroad Administration regulations; Now, Therefore Be It

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

6. Request for Proposals for Union Depot Railroad Signal Operation and Maintenance (Resolution R2018-19)

VOTING

Motion by: Mary Jo McGuire

Second by: Blake Huffman

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

WHEREAS, The Union Depot welcomed the return of daily Amtrak service on May 7, 2014; and

WHEREAS, In addition to Amtrak service, special trains from Canadian Pacific Railway, Union Pacific Railroad, BNSF Railway, Twin Cities and Western Railroad, Minnesota Transportation Museum, Friends of the 261 and others have served the Union Depot; and

WHEREAS, These passenger trains need a well maintained signal system to ensure on-time performance and rider comfort; and

WHEREAS, Signal maintenance is subject to Federal Railroad Administration regulations; and

WHEREAS, The Ramsey County Regional Railroad Authority, through the Union Depot Railroad, is responsible for signal system maintenance on the Union Depot property which consists of signal systems located within the Ramsey County Railroad Authority property located approximately between Jackson Street (west end) and the Division Street Wye (east end); and

WHEREAS, The services of a contractor are required to complete the necessary signal system inspections and maintenance in accordance with Federal Railroad Administration regulations; Now, Therefore Be It

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

7. Lease Agreement with RedTeam Security Corporation at Union Depot (Resolution R2018-20)

VOTING

Motion by: Jim McDonough

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 renovated Union Depot into a multi-modal transportation and transit hub with space for use by transit and transportation providers, a bike center, a limited amount of retail, event space, and office tenants; and

WHEREAS, RedTeam Security Corporation operates an information technology security company that develops security solutions for its clients and is under lease in the Union Depot facility through August 31, 2018; and

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

RESOLVED, The Ramsey County Regional Railroad Authority approves a three (3) year lease agreement for 3,503 square feet of space in Union Depot, 214 4th Street East, Saint Paul, MN 55101 with RedTeam Security Corporation, 214 4th Street East, Suite 170, Saint Paul, MN 55101, for the period of September 1, 2018 through August 31, 2021 in the total amount of \$136,617; and Be It Further

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

8. **Amended and Restated Easement with the City of Saint Paul for the Broadway Lift Station and Stormwater Pump Station on Ramsey County Regional Railroad Authority property at Union Depot (Resolution R2018-21)**

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			

WHEREAS, The City of Saint Paul (City) provides for the sanitary sewer and storm sewer collection systems; and

WHEREAS, The City is undertaking a public improvement project for the Broadway lift station and stormwater pump station which serves the Lowertown area of Saint Paul including Union Depot; and

WHEREAS, The project includes upgrades of the existing lift station on City property at the corner of Kellogg Boulevard and Broadway; expansion and enhancements to the lift station on Ramsey County Regional Railroad Authority property; and construction of a new stormwater pump station also on Ramsey County Regional Railroad Authority property; and

WHEREAS, The project will expand the capacity of the lift station and includes an emergency generator to provide reliable operation in event of an electric power outage; and

WHEREAS, The new stormwater pump station replaces the pump station presently located within the traffic lanes of the vehicle entrance to Union Depot; and

WHEREAS, Currently traffic lanes must be restricted when the pump station is activated during flood events resulting in detours of Metro Transit bus routes; and

WHEREAS, The City of Saint Paul is requesting a permanent easement from Ramsey County Regional Railroad Authority to locate a portion of the expanded and enhanced lift station and a new stormwater pump station on the property known as Union Depot; and

WHEREAS, The City of Saint Paul is also requesting a temporary construction easement immediately east of the proposed permanent easement for the period of August 7, 2018 through March 31, 2019; and

WHEREAS, The City of Saint Paul is responsible for establishing pedestrian and bike routes around the temporary easement area, monitoring throughout the term of the easement, and will address any issues that may arise; and

WHEREAS, At the end of the project the City of Saint Paul will remove all construction equipment, materials, and supplies and restore all damaged areas to their original condition or as otherwise agreed to in the approved project site plans; and

WHEREAS, The City of Saint Paul will pay all costs associated with the project, including restoration costs and traffic control costs; and

WHEREAS, Ramsey County Regional Railroad Authority and Property Management staff recommend approval of the easement to allow the City of Saint Paul to complete the Broadway lift station and stormwater pump project at Union Depot in the vicinity of Broadway Street and Kellogg Boulevard; Now, Therefore Be it

RESOLVED, The Ramsey County Regional Railroad Authority approves an easement with the City of Saint Paul for a permanent non-exclusive easement, and a temporary construction easement for the period of August 7, 2018 through March 31, 2019, for the Broadway Lift Station and Stormwater Pump Station at Union Depot; Be It Further

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

9. Restaurant Project at Union Depot (Resolution R2018-22)

VOTING

Motion by: Jim McDonough

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, On May 23, 2017 the Ramsey County Regional Railroad Authority approved the selection of Kalcon, LLC to provide the design-build services for the restaurant at Union Depot; and

WHEREAS, Kalcon, LLC provided a guaranteed maximum pricing for the project based on the design for the restaurant and the known conditions of the space; and

WHEREAS, On October 3, 2017, the Ramsey County Regional Railroad Authority approved the restaurant project budget and financing plan in the amount of \$1,994,969; and

WHEREAS, The project budget included the costs for the design-build services, kitchen equipment, and furniture; and

WHEREAS, The design-build services accounted for \$1,379,300 of the total project budget and included a 5% contingency; and

WHEREAS, During the project several major issues were discovered with the existing floors that required redesign to allow the project to proceed to completion; and

WHEREAS, These floor conditions impacted the design for the kitchen floor, the leveling of the two tier mezzanine floor and the new railing, the back bar overhead locking door, and the new staircase and accessible lift; and

WHEREAS, These unforeseen floor conditions caused the need for redesign and ultimately increased the labor and material costs; and

WHEREAS, The cost for the design-build services, including the additional work to address the unforeseen floor conditions, is \$1,472,952; and

WHEREAS, The revised Restaurant Project Budget is \$2,088,621; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority accepts and approves the revised Restaurant Project budget and financing plan in the amount of \$2,088,621; 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; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to enter into agreements and contracts, and execute change orders and amendments to agreements in accordance with the County's procurement policies and procedures, provided the amounts are within the budget of the approved project.

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

11. Adjournment

Chair Ortega declared the meeting adjourned at 10:30 am.


Sandra Jacobson, Administrative Secretary

**Regional Railroad Authority Annual Organizational Meeting
August 7, 2018 – ROLL CALL**

Call to Order: 10:24 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 August 7, 2018 is presented for approval

Moved: McGuire

Seconded: McDonough

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

3. Minutes from May 15, 2018 are presented for approval

Moved: Huffman

Seconded: McGuire

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

ADMINISTRATIVE ITEMS

4. Request for Proposals for On-Call Engineering Services at Union Depot

Moved: McDonough

Seconded: Huffman

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

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

Moved: Carter

Seconded: McGuire

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

6. Request for Proposals for Union Depot Railroad Signal Operation and Maintenance

Moved: McGuire

Seconded: Huffman

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

7.. Lease Agreement with RedTeam Security Corporation at Union Depot

Moved: McDonough

Seconded: Carter

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

8. Amended and Restated Easement with the City of Saint Paul for the Broadway Lift Station and Stormwater Pump Station on Ramsey County Regional Railroad Authority property at Union Depot

Moved: Carter

Seconded: McGuire

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

9. Restaurant Project at Union Depot

Moved: McDonough

Seconded: Carter

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

10. Corridor Updates

11. Adjournment

Meeting adjourned at 10:30 am.

Regional Railroad Authority Annual Organizational Meeting
August 7, 2018 – ROLL CALL

Call to Order: 10:24 AM

1. ATTENDANCE ROLL CALL

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

2. Agenda of August 7, 2018 is presented for approval

Moved: MJ McG Seconded: Jim

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

3. Minutes from May 15, 2018 are presented for approval

Moved: BH Seconded: MJ

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

ADMINISTRATIVE ITEMS

4. Request for Proposals for On-Call Engineering Services at Union Depot

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

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

Moved: TC	Seconded: MJ MG		
	YEA	NAY	ABSENT
Toni Carter	☒	☐	☐
Blake Huffman	☒	☐	☐
Jim McDonough	☒	☐	☐
Mary Jo McGuire	☒	☐	☐
Victoria Reinhardt	☐	☐	☒
Janice Rettman	☒	☐	☐
Rafael Ortega	☒	☐	☐

6. Request for Proposals for Union Depot Railroad Signal Operation and Maintenance

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

7. -Lease Agreement with RedTeam Security Corporation at Union Depot

Moved:

JM

Seconded:

TC

YEA

NAY

ABSENT

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

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8. Amended and Restated Easement with the City of Saint Paul for the Broadway Lift Station and Stormwater Pump Station on Ramsey County Regional Railroad Authority property at Union Depot

Moved:

TC

Seconded:

MS Mc

YEA

NAY

ABSENT

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

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9. Restaurant Project at Union Depot

Moved:

JM

Seconded:

TC

YEA

NAY

ABSENT

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

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10. Corridor Updates

11. Adjournment

Meeting adjourned at 10:30 am.



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

AGENDA

Tuesday, August 07, 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. R2018-28 Agenda of August 7, 2018 is Presented for Approval

Approve the agenda of August 7, 2018.

3. R2018-29 Minutes from May 15, 2018 are Presented for Approval

Approve the minutes from May 15, 2018.

ADMINISTRATIVE ITEMS

4. R2018-27 Request for Proposals for On-Call Engineering Services at Union Depot

Authorize the issuance of a Request for Proposals for On-Call Engineering Services for Union Depot, in accordance with County procurement policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority with a recommendation for selection of a contractor.

5. R2018-33 Request for Proposals for Union Depot Railroad Track Operations and Maintenance

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

6. R2018-34 Request for Proposals for Union Depot Railroad Signal Operation and Maintenance

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

7. R2018-31 Lease Agreement with RedTeam Security Corporation at Union Depot

1. Approve a three (3) year lease agreement for 3,503 square feet of space in Union Depot, 214 4th Street East, Saint Paul, MN 55101 with RedTeam Security Corporation, 214 4th Street East, Suite 170, Saint Paul,

(Continued)

MN 55101, for the period of September 1, 2018 through August 31, 2021 in the total amount of \$136,617.

2. Authorize the Chair to execute the lease agreement.

8. R2018-30 Amended and Restated Easement with the City of Saint Paul for the Broadway Lift Station and Stormwater Pump Station on Ramsey County Regional Railroad Authority property at Union Depot

1. Approve an Easement with the City of Saint Paul for a permanent non-exclusive easement, and a temporary construction easement for the period of August 7, 2018 through March 31, 2019, for the Broadway Lift Station and Stormwater Pump Station at Union Depot.
2. Authorize the Chair to execute the Easement.

9. R2018-32 Restaurant Project at Union Depot

1. Accept and approve the revised Restaurant Project budget and financing plan in the amount of \$2,088,621.
2. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.
3. Authorize the County Manager to enter into agreements and contracts, and execute change orders and amendments to agreements in accordance with the County's procurement policies and procedures, provided the amounts are within the budget of the approved project.

10. CORRIDOR UPDATES

11. ADJOURNMENT

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2018-28

Committee: Regional Railroad Authority

Meeting Date: 8/7/2018

SUBJECT: Agenda of August 7, 2018 is Presented for Approval

REQUESTED ACTION

Approve the agenda of August 7, 2018.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2018-29

Committee: Regional Railroad Authority

Meeting Date: 8/7/2018

SUBJECT: Minutes from May 15, 2018 are Presented for Approval

REQUESTED ACTION

Approve the minutes from May 15, 2018.

ATTACHMENTS

1. Minutes from May 15, 2018

The Ramsey County Regional Railroad Authority met in regular session at 9:420 AM with the following members present: Carter, Huffman, McGuire, Reinhardt, Rettman, and Chair Ortega. Also present were Julie Kleinschmidt, County Manager, and Paul Zisla, Assistant County Attorney.

1. ROLL CALL

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

2. Agenda of 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			

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

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			

Abby Goldsmith, Administrative Assistant

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Public Works

R2018-27

Committee: Regional Railroad Authority

Meeting Date: 8/7/2018

SUBJECT: Request for Proposals for On-Call Engineering Services at Union Depot

REQUESTED ACTION

Authorize the issuance of a Request for Proposals for On-Call Engineering Services for Union Depot, in accordance with County procurement policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority with a recommendation for selection of a contractor.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) renovated the Union Depot in downtown Saint Paul into a multi-modal transit and transportation hub. The renovation included the building and the associated railroad and signal system. Subsequently, multiple projects have sought to use the building, the tracks, or other elements of the property. Work that has been successfully completed under the current contract includes:

- Coordination with freight railroads on Positive Train Control.
- Extension of the Tail track.
- Signal and track maintenance requests.
- Bridge/deck inspections and reporting.
- Flood management plan and on-going plan maintenance.

Additionally, the building and the track and signal system need to be maintained and updated to accommodate changing conditions, including but not limited to:

- Installation of additional communications equipment, modifications to leasable space and reconfiguration of public spaces.
- Changes in railroad regulations from the Federal Railroad Administration or the freight railroads.
- Desires to use the Union Depot property in ways not originally envisioned.

On-Call Engineering services are needed for RCRRA to respond appropriately. RCRRA has a three-year contract with AECOM for On-Call Engineering services which include the building, property and railroad. These services are critical as the RCRRA seeks to add transitway corridors, including Gold Line, Rush Line and Riverview, and additional passenger train frequencies to Chicago. Additionally, the On-Call Engineering services will assist RCRRA as it evaluates proposals such as the River Balcony, as it negotiates with potential tenants on the use of the property, and as RCRRA identifies ways to make daily operations more efficient.

The current contract expires December 15, 2018. RCRRA needs to issue a Request for Proposals which will cover a three-year term with options for two one-year renewals, providing a maximum total contract length of five years. The contract amount is estimated at \$100,000 per year, or \$500,000 over the five year life of the contract. The new contract will commence on or about December 16, 2018.

Request for Proposals for On-Call Engineering Services at Union Depot

FISCAL IMPACT

Funding is available in the 2019 Ramsey County Public Works operating budget.

COUNTY MANAGER COMMENTS

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

PREVIOUS ACTION

On December 15, 2015 the Ramsey County Regional Railroad Authority authorized the selection of and agreement with AECOM to provide On-Call Engineering Services at Union Depot (Resolution R2015-26).

On September 22, 2015 the Ramsey County Regional Railroad Authority authorized the issuance of a Request for Proposals for On-Call Engineering Services for Union Depot (Resolution R2015-18).

ATTACHMENTS

1. Draft Resolution
2. Request for Proposals

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance Union Depot Multi-Modal Transit and Transportation Hub to the benefit of the citizens of Ramsey County; and

WHEREAS, The Ramsey County Regional Railroad Authority continues to seek out new uses and users for Union Depot including the development of the Gold Line, Rush Line and Riverview Corridor transitways as well as additional passenger rail service to Chicago; and

WHEREAS, The Ramsey County Regional Railroad Authority continues to be approached by parties seeking to utilize the property and building for uses beyond what was originally envisioned including more leasable space, reconfiguration of space, addition of a river balcony and additional access to the Upper Landing along the Mississippi River; and

WHEREAS, The Ramsey County Regional Railroad Authority needs to consistently and thoughtfully evaluate the multiple proposed uses for Union Depot to ensure they are compatible with its vision for the facility; and

WHEREAS, Consistent and thoughtful analysis requires the procurement of engineering services; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the issuance of a Request for Proposals for On-Call Engineering services for Union Depot, in accordance with County procurement policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority with a recommendation for selection of a contractor.



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

RFP #: RRA0000001383

RFP Title: On-Call Engineering

First Time Solicitation: Yes

Send response to:
Ramsey County Procurement
4000 Metro Square
121 7th Place East
Saint Paul, MN 55101

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

Responses must be received by 2:00 p.m. Central time on September 13, 2018.

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

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

Solicitation Schedule

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

RFP Released: August 8, 2018
Pre Solicitation Response Conference: August 23, 2018 at 10 a.m.
Pre Solicitation Response Conference Location: Union Depot, 214 4th Street East, Saint Paul, MN 55101
Contractor Questions Due: August 28, 2018 at 4 p.m.
Addendum with Answers to Questions Issued: September 4, 2018
Solicitation Responses Due: September 13, 2018
Solicitation Public Opening: September 13, 2018
Notice of Interviews: Week of September 17, 2018
Interviews: Week of September 24, 2018
Notice of Intent to Award: October 1, 2018
Anticipated Contract Start Date: January 01, 2019

Solicitation Description

Professional engineering services for Union Depot to assist with building maintenance and construction as well as railroad track and signal construction and maintenance.

Pre Solicitation Response Conference

A non-mandatory pre solicitation response conference will be held at 10:00 am Central time, on August 23, 2018 at Gateway Room, 3rd Floor Union Depot, 214 4th Street East, Saint Paul, MN 55101. The purpose of the conference is to discuss the work to be performed and allow Contractors to ask questions concerning the solicitation. Individuals needing an interpreter or individuals with a disability needing accommodation should contact the Procurement Specialist identified above prior to the date set for the pre solicitation response conference so that a reasonable accommodation can be made.

1. Project Information

1.1. Purpose

Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota ("RCRRA"), seeks professional engineering services for Union Depot to assist with building maintenance and construction as well as railroad track and signal construction and maintenance.

1.2. Background Information

The RCRRA has renovated the Union Depot in downtown Saint Paul into a multi-modal transit and transportation hub. The renovation included renovation of the building and its associated railroad and signal system. Since the completion of the renovation, multiple projects have sought to utilize Union Depot, its tracks, or its property.

Additionally, the existing building and its associated track and signal system need to be maintained and updated to accommodate changing market conditions. These conditions include, but are not limited to:

- Installation of additional communications equipment, additional or changes to leasable space and reconfiguration of public spaces.
- Changes in railroad regulations from the Federal Railroad Administration or our freight railroad partners.
- Desire to utilize the Union Depot property in ways not originally envisioned.

1.3. Scope of Services

The Contractor shall complete the following tasks for the RCRRA for the Union Depot or Union Depot Railroad (UDR):

1. Federal Railroad Administration (FRA) Regulation – Provide the UDR with assistance complying with FRA regulations regarding the safe operation of a railroad (Title 49, CFR 200-299).
2. On-Track Safety Program – Provide assistance to the UDR in the ongoing maintenance of the UDR's On Track Safety Program including revisions to the document as necessitated for the operation of a safe and efficient railroad. This includes providing training materials for staff, providing staff training, assisting with obtaining FRA approval of any changes to the On-Track Safety Program and review of the program on an ongoing basis.
3. Federal Communications Commission (FCC) Licensing – The UDR has obtained a FCC License for radio services associated with the operation of the railroad. This license needs to be maintained and periodically reviewed to ensure that it remains in compliance with FCC rules and regulations.
4. Positive Train Control (PTC) – The UDR is dispatched by the BNSF Railway. The BNSF has submitted a META request for the Union Depot under the Limited Operations Exception. The PTC status of the UDR will need to be monitored and revised as needed.
5. Preparation of Solicitation Documents – Preparation of and assistance with the preparation of solicitation documents associated with the routine and on-call maintenance services for the UDR and

for the Union Depot.

6. Freight Railroad Coordination – Assistance with the coordination of UDR activities with the BNSF Railway, Canadian Pacific Railway and Union Pacific Railroad when activities of the UDR may impact those railroads.
7. Amtrak Coordination – Assistance with the coordination of UDR activities with Amtrak when the activities of the UDR may impact Amtrak.
8. Engineering – Preparation of engineering and survey documents as may be needed by the UDR or Union Depot to facilitate surveys, planning, or maintenance related work that impacts the UDR or Union Depot.
9. Operations Plan – Provide assistance to the UDR in the ongoing maintenance of the UDR's Operations Plan including revisions to the document as necessitated for the operation of a safe and efficient railroad.
10. Inspection – Provide a periodic review of inspection activities completed by others for UDR's track and signal system to ensure compliance with FRA regulations.
11. Miscellaneous – Provide miscellaneous services to the UDR and RCRRA on an as needed basis. Work may include support for track and signal corrections necessitated due to construction and other property repairs and maintenance activities and/or activities by others.
12. Flood Management Plan – Provide assistance to RCRRA in the ongoing maintenance of the Flood Management Plan for Union Depot as may be required annually based on revisions to the City of Saint Paul's Flood Management Plan or as the result of a flood event.
13. Bridge and Tunnel Maintenance Plan – Provide the RCRRA with assistance in complying with local regulations regarding inspection and maintenance of bridges and tunnels including completion of load ratings as requested.

1.4. Contractor Qualifications

The Contractor must be a Professional Engineer registered/licensed in the State of Minnesota.

1.5. Contract Term

1.5.1.

The term of the resulting Agreement is estimated to begin on January 01, 2019 and shall not exceed 5 years, including any renewal options.

1.5.1.1.

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

1.6. Costs

1.6.1.

The resulting contract fee shall be a rate setting contract.

1.6.2.

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

1.6.3.

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

1.7. Subcontractors

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

2. General Solicitation Standard Terms and Conditions

2.1. Solicitation Process

2.1.1.

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

2.1.2.

All communications during the solicitation process shall be directed to the solicitation contact assigned to the solicitation, as identified on the first page of this solicitation. Contractors shall not have contact with any other RCRRA or Ramsey County employees or elected officials at any time during the solicitation process. Violation of this provision shall disqualify the contractor from consideration.

2.1.3.

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

2.1.4.

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

2.2. Solicitation Questions

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

2.3. Pre Solicitation Response Conference

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

2.4. Solicitation Addenda

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

2.5. Collusion

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

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

2.6. Solicitation Response Format and Content

Contractors shall include the following forms and information in their solicitation responses.
Responses should be a maximum of 20 pages, including attachments.

2.6.1.

Completed Solicitation Response Form, attached.

2.6.2.

Completed Contractor Information and Reference Form, attached.

2.6.3.

Description of the Contractor's cost.

2.6.4.

Description of the Contractor's overall approach or solution.

2.6.5.

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

2.6.6.

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

Key Project staff to be involved and their roles and responsibilities

Time commitment for each person

Timeline

Deliverables

RCRRA responsibilities, if different from the description contained in the solicitation

2.6.7.

A summary of claims brought against the proposer, subcontractors, and proposed project team members during the past five years related to their goods and/or services, including the date, description of the claim, and the resolution of the claim, on company letterhead. Even if there have been no claims, a statement must be provided.

2.6.8.

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

2.6.9.

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

2.6.10.

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

2.6.11.

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

2.7. Response Submission

Contractors must submit one original and 5 copy (ies) of the solicitation response in writing and unbound. The original shall be submitted in a sealed envelope, with the RFP Title and Number on the outside to the mailing address listed on the first page of this solicitation document. The requested copies shall be packaged together, in a separate sealed envelope, with the RFP Title and Number on the outside to the mailing address listed above. Proposal responses must be received no later than 2:00 P.M., Central time, on September 13, 2018. Faxed, emailed, and oral solicitation responses will not be considered. The Contractor's name will be read at public opening.

2.8.

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

Adobe PDF and native file formats (i.e. Word, Excel, etc.) of the proposal on a jump or thumb drive.

2.9. Solicitation Response

2.9.1.

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

2.9.2.

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

2.10. Conditioning Solicitation Responses Upon Other Awards Not Acceptable

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

2.11. Solicitation Response Mistakes

2.11.1.

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

2.11.2.

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

2.11.3.

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

2.12. Evaluation and Selection Process

2.12.1. Creation of Evaluation Team

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

2.12.2.

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

Evaluation Criteria and Maximum Points Value

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

100 Total Possible Points

2.12.3.

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

2.12.4.

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

2.12.5.

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

2.13. Selection

2.13.1.

RCRRA is not bound to accept the lowest cost.

2.13.2.

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

2.13.3.

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

2.14. Notice of Intent to Award

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

2.14.1.

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

2.14.2.

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

2.14.3.

Certificate of Insurance (COI)

2.15. Public Notice

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

2.16. Trade Secret Information

2.16.1. Trade Secret Information Caution

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

2.16.2. No Contingency

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

2.16.3. Trade Secret Information Review

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

2.16.4. Notice of Request for Trade Secret Information

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

2.17. Only One Solicitation Response Received

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

3. General Contract/Agreement Terms and Conditions

3.1. Contract Term and Schedule

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

3.2. Payment

3.2.1.

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

3.2.2.

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

3.3. Application for Payments

3.3.1.

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

3.3.2.

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

3.3.3.

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

3.3.4.

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

3.3.5.

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

3.3.6.

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

3.3.7.

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

3.4. Independent Contractor

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

3.5. Successors, Subcontracting and Assignment

3.5.1.

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

3.5.2.

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

3.6. Compliance With Legal Requirements

3.6.1.

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

3.6.2.

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

3.7. Data Practices

3.7.1.

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

3.7.2.

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

3.8. Security

3.8.1.

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

3.8.2.

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

3.8.3.

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

3.8.4.

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

3.8.5.

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

3.9. Indemnification

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

3.10. Contractor's Insurance

3.10.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

3.10.2.

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

3.10.3.

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

3.10.3.1.

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

3.10.3.2.

The Contractor is required to add RCRRA and Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the

Contractor under this Agreement. The coverage shall be primary and non-contributory.

3.10.4.

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

3.10.4.1.

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

3.10.4.2.

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

3.10.5.

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

3.10.6.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

3.10.7.

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

3.10.8.

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

3.10.9.

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

3.10.10.

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

3.10.11.

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

3.10.12.

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

3.10.13.

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

3.10.14.

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

3.11. Audit

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

3.12. Notices

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

RCRRRA:

xxx

Contractor:

xxx

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

3.13. Non-Conforming Services

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

3.14. Setoff

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

contract by the Contractor. RCRRA may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due RCRRA from the Contractor is determined.

3.15. Conflict of Interest

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

3.16. Respectful Workplace and Violence Prevention

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

3.17. Force Majeure

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

3.18. Unavailability of Funding - Termination

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

3.19. Termination

3.19.1.

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

3.19.2.

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

seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

3.19.3.

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

3.20. Interpretation of Agreement; Venue

3.20.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

3.20.2.

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

3.21. Warranty

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

3.22. Infringement

3.22.1.

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

3.22.2.

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

3.23. Debarment and Suspension

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

3.24. Diverse Workforce Inclusion

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

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

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

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

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

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

Additional assistance is available through jobconnectmn@ramseycounty.us or call 651-266-6042.

3.25. Alteration

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

3.26. Entire Agreement

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



RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

SOLICITATION RESPONSE FORM

Solicitation Number: RRA0000001383

Solicitation Title: On-Call Engineering

The following shall be completed by the Contractor:

Contractor Company Name:

Acknowledgement and Number of Solicitation Addenda Received:

PLEASE READ THE FOLLOWING BEFORE COMPLETING THIS SOLICITATION RESPONSE FORM

The provisions of the solicitation document should be reviewed and understood before preparing a solicitation response. Unless the solicitation document provides otherwise, the solicitation response shall be the best price for all labor, equipment, materials and services for the project described in the solicitation document.

Rate Setting Information:

Total Estimated Price for Five Years: \$ _____

ACKNOWLEDGEMENT

By signing below, I certify that I understand, agree, and bind the Contractor to the provisions contained in the solicitation document for the above Solicitation Number, including the General Solicitation Terms and Conditions and the General Contract/Agreement Terms and Conditions and that I am authorized to submit this solicitation response on behalf of the Contractor.

COLLUSION

By signing below, I certify that this solicitation response has been prepared without any collusion with other contractors, competitors, RCRRA employees, Ramsey County employees or RCRRA or Ramsey County Board members and without taking any other action which will restrict competition or constitute fraud or collusion.

Name and Title of Authorized Contractor Representative:

Signature:

Date:

Solicitation Number: RRA0000001383

Solicitation Title: On-Call Engineering



RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY CONTRACTOR INFORMATION AND REFERENCE FORM

Ramsey County Regional Railroad Authority requires completion of this form for this solicitation. Failure to submit this completed form with the solicitation response will result in rejection of the Contractor's solicitation response.

Company Information:

1. Contractor Name (as on file with the MN Secretary of State's Office, if applicable):
2. Name of CEO or Company President:
3. FEIN / Contractor Tax ID Number:
4. Minnesota Business Licenses Filing Number:
5. Local Telephone Number:
6. Toll Free Telephone Number:
7. Fax Number:
8. Email Address:
9. Address:
10. City:
11. State:
12. Zip Code:
13. Is your company a Certified Small Business Enterprise ("CERT SBE")?
14. If yes, what is your CERT SBE#?

Solicitation Response Contact:

1. Name and Title of the person to contact for questions concerning this solicitation response:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

Contract Mailing Address (if different from Company Information):

1. Contact Name and Title:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

Reference Requirements: Provide a minimum of three (3) references for work completed within the last five (5) years that is similar to what is requested in this solicitation.

1. First Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

2. Second Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

3. Third Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

Name and Title of Authorized Contractor Representative:

Signature:

Date:



RCRRA & RAMSEY COUNTY NO SOLICITATION RESPONSE FORM

RCRRA and Ramsey County strive to conduct all solicitations in an open, fair, and transparent manner. If you have selected to not participate in this solicitation, the Procurement Office is asking you to complete this form and return it via e-mail to the appropriate Procurement Specialist.

- ☐ 1. We did not feel we could be competitive.
- ☐ 2. We do not furnish the supplies, equipment materials or services requested.
- ☐ 3. Insufficient time to respond.
- ☐ 4. We did not have sufficient staffing to complete the solicitation response.
- ☐ 5. Not interested.
- ☐ 6. Other (350 character limit):

Contractor Name (as on file with the MN Secretary of State's Office, if applicable):

Name of CEO or Company President:

Local Telephone Number:

Toll Free Telephone Number:

Fax Number:

Email Address:

Address:

City:

State:

Zip Code:

Name and Title of Authorized Contractor Representative:

Signature:

Date:

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Public Works

R2018-33

Committee: Regional Railroad Authority

Meeting Date: 8/7/2018

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

REQUESTED ACTION

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

EXECUTIVE SUMMARY

In 2014, the Ramsey County Regional Railroad Authority (RCRRA) completed the renovation and activation of the passenger track and platforms for Union Depot. This work included the installation of track improvements at Union Depot as well as on the adjacent freight railroads. The improvements have allowed for Union Depot to host daily Amtrak service and special trains from Canadian Pacific Railway, Union Pacific Railroad, BNSF Railway, Twin Cities and Western Railroad, Minnesota Transportation Museum, Friends of the 261 (North Pole Express).

In order to ensure that trains continue to safely serve Union Depot, the track system must be maintained in accordance with Federal Railroad Administration (FRA) regulations. The freight railroads are responsible for this maintenance on track systems on their property. The RCRRA is responsible for the maintenance on the Union Depot Railroad (UDR) property. The UDR consists of the track and signal systems within RCRRA property located approximately between Jackson Street (west end) and the Division Street Wye (east end). In 2013, Railworks Track was contracted with to provide the initial commissioning of the track system, FRA mandated inspections and its maintenance. The current contract expires January 31, 2019. RCRRA needs to issue a Request for Proposals for a continuation of the current services, with the new contract to commence on February 1, 2019.

FISCAL IMPACT

Funding is available in the 2019 Ramsey County Public Works operating budget.

COUNTY MANAGER COMMENTS

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

PREVIOUS ACTION

On September 24, 2013 the Ramsey County Regional Railroad Authority authorized the issuance of the Union Depot Railroad Track Operations and Maintenance Request for Proposals (Resolution R13-34).

Request for Proposals for Union Depot Railroad Track Operations and Maintenance

ATTACHMENTS

1. Draft Resolution
2. Request for Proposals
3. Attachment 1
4. Attachment 2
5. Attachment 3
6. Attachment 4
7. Attachment 5
8. Attachments A and B

Draft Resolution

WHEREAS, The Union Depot welcomed the return of daily Amtrak service on May 7, 2014; and

WHEREAS, In addition to Amtrak service, special trains from Canadian Pacific Railway, Union Pacific Railroad, BNSF Railway, Twin Cities and Western Railroad, Minnesota Transportation Museum, Friends of the 261 and others have served the Union Depot; and

WHEREAS, These passenger trains need a well maintained track system to ensure on-time performance and rider comfort; and

WHEREAS, Track maintenance is subject to Federal Railroad Administration regulations; and

WHEREAS, The Ramsey County Regional Railroad Authority, through the Union Depot Railroad, is responsible for track system maintenance on the Union Depot property which consists of track systems located within the Ramsey County Railroad Authority property located approximately between Jackson Street (west end) and the Division Street Wye (east end); and

WHEREAS, The services of a contractor are required to complete the necessary track system inspections and maintenance in accordance with Federal Railroad Administration regulations; Now, Therefore Be It

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



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

RFP #: RRA0000001384

RFP Title: Union Depot Track Maintenance

First Time Solicitation: Yes

Send response to:
Ramsey County Procurement
4000 Metro Square
121 7th Place East
Saint Paul, MN 55101

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

Responses must be received by 2:00 p.m. Central time on September 13, 2018.

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

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

Solicitation Schedule

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

RFP Released: August 8, 2018
Pre Solicitation Response Conference: August 23, 2018 at 11 a.m.
Pre Solicitation Response Conference Location: Union Depot – 214 4th Street East, Saint Paul, MN 55101
Contractor Questions Due: August 28, 2018 at 4 p.m.
Addendum with Answers to Questions Issued: September 4, 2018
Solicitation Responses Due: September 13, 2018
Solicitation Public Opening: September 13, 2018
Notice of Interviews: Week of September 17, 2018
Interviews: Week of September 24, 2018
Notice of Intent to Award: October 1, 2018
Anticipated Contract Start Date: January 01, 2019

Solicitation Description

Track maintenance, track inspection, and railroad roadway worker protection services (i.e. providing lookouts, flagmen and taking control of Union Depot Railroad (UDR) track from the BNSF dispatcher.

Pre Solicitation Response Conference

A non-mandatory pre solicitation response conference will be held at 11:00 am Central time, on August 23, 2018 at Gateway Conference Room, 3rd Floor at Union Depot (elevator 3 to third floor) 214 4th Street East Saint Paul, MN 55101. The purpose of the conference is to discuss the work to be performed and allow Contractors to ask questions concerning the solicitation. Individuals needing an interpreter or individuals with a disability needing accommodation should contact the Procurement Specialist identified above prior to the date set for the pre solicitation response conference so that a reasonable accommodation can be made.

1. Project Information

1.1. Purpose

Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota ("RCRRA"), seeks to hire a qualified firm to perform track operations and maintenance services and roadway worker protection for the Union Depot Railroad (UDR).

1.2. Background Information

The UDR track and roadbed improvements were completed in November, 2012 by Railworks Track. Track and roadbed inspection and maintenance services have also been provided by Railworks Track from 2012 to present. The contract with Railworks Track expires on 12/31/18 and the continuance of these services is being bid as part of this solicitation for track operations and maintenance services. The contract issued under this RFP will include track and roadbed inspection, maintenance and roadway worker protection. Additional information can be found in Attachment A.

1.3. Scope of Services

See Attachment A.

1.4. Contractor Qualifications

The firm shall have a minimum of 15 years of working experience in track construction, operation and maintenance services and the Project Manager must have 10 years of experience in track construction, operation and maintenance services with transit facilities, freight rail facilities, or rail maintenance facilities

1.5. Contract Term

1.5.1.

The term of the resulting Agreement is estimated to begin on January 01, 2019 and shall not exceed 5 years, including any renewal options.

1.5.1.1.

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

1.6. Costs

1.6.1.

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

1.6.2.

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

1.6.3.

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

1.7. Subcontractors

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

2. General Solicitation Standard Terms and Conditions

2.1. Solicitation Process

2.1.1.

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

2.1.2.

All communications during the solicitation process shall be directed to the solicitation contact assigned to the solicitation, as identified on the first page of this solicitation. Contractors shall not have contact with any other RCRRA or Ramsey County employees or elected officials at any time during the solicitation process. Violation of this provision shall disqualify the contractor from consideration.

2.1.3.

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

2.1.4.

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

2.2. Solicitation Questions

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

2.3. Pre Solicitation Response Conference

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

2.4. Solicitation Addenda

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

2.5. Collusion

Contractors shall not enter into an agreement, participate in any collusion, or otherwise take any action in restraint of free competition in connection with this solicitation or any contract which may result from its acceptance, including actions involving other contractors, competitors, RCRRA or Ramsey County employees or RCRRA or Ramsey County Board members. Evidence of such activity will result in rejection of the solicitation response.

2.6. Solicitation Response Format and Content

Contractors shall include the following forms and information in their solicitation responses. Responses should be a maximum of 20 pages, including attachments.

2.6.1.

Completed Solicitation Response Form, attached.

2.6.2.

Completed Contractor Information and Reference Form, attached.

2.6.3.

Description of the Contractor's cost: completed Attachment B-Cost for Track Operations and Maintenance Services.

2.6.4.

Description of the Contractor's overall approach or solution.

2.6.5.

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

2.6.6.

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

Key Project staff to be involved and their roles and responsibilities

Time commitment for each person

Timeline

Deliverables

RCRRA responsibilities, if different from the description contained in the solicitation

2.6.7.

A summary of claims brought against the proposer, subcontractors, and proposed project team members during the past five years related to their goods and/or services, including the date, description of the claim, and the resolution of the claim, on company letterhead. Even if there have been no claims, a statement must be provided.

2.6.8.

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

2.6.9.

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

2.6.10.

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

2.6.11.

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

2.7. Response Submission

Contractors must submit one original and 5 copy (ies) of the solicitation response in writing and unbound. The original shall be submitted in a sealed envelope, with the RFP Title and Number on the outside to the mailing address listed on the first page of this solicitation document. The requested copies shall be packaged together, in a separate sealed envelope, with the RFP Title and Number on the outside to the mailing address listed above. Proposal responses must be received no later than 2:00 P.M., Central time, on September 13, 2018. Faxed, emailed, and oral solicitation responses will not be considered. The Contractor's name will be read at public opening.

2.8.

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

Microsoft Office Suite (Office, Xcel, etc.) and Adobe PDF.

2.9. Solicitation Response

2.9.1.

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

2.9.2.

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

2.10. Conditioning Solicitation Responses Upon Other Awards Not Acceptable

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

2.11. Solicitation Response Mistakes

2.11.1.

A solicitation response may be withdrawn on written request of the Contractor prior to the solicitation due date and time. Negligence of the Contractor in preparing its response

confers no right to withdraw the solicitation response after the solicitation due date and time. Prior to the due date and time, changes may be made, provided the change is initiated by the Contractor's agent. If the intent of the Contractor is not clearly identifiable, the interpretation most advantageous to RCRRA will prevail.

2.11.2.

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

2.11.3.

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

2.12. Evaluation and Selection Process

2.12.1. Creation of Evaluation Team

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

2.12.2.

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

Evaluation Criteria and Maximum Points Value

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

100 Total Possible Points

2.12.3.

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

2.12.4.

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

2.12.5.

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

2.13. Selection

2.13.1.

RCRRA is not bound to accept the lowest cost.

2.13.2.

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

2.13.3.

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

2.14. Notice of Intent to Award

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

2.14.1.

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

2.14.2.

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

2.14.3.

Certificate of Insurance (COI)

2.14.4.

Attachment B

2.15. Public Notice

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

2.16. Trade Secret Information

2.16.1. Trade Secret Information Caution

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

2.16.2. No Contingency

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

2.16.3. Trade Secret Information Review

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

2.16.4. Notice of Request for Trade Secret Information

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

2.17. Only One Solicitation Response Received

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

3. General Contract/Agreement Terms and Conditions

3.1. Contract Term and Schedule

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

3.2. Payment

3.2.1.

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

3.2.2.

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

3.3. Application for Payments

3.3.1.

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

3.3.2.

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

3.3.3.

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

3.3.4.

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

3.3.5.

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

3.3.6.

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

3.3.7.

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

3.4. Independent Contractor

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

3.5. Successors, Subcontracting and Assignment

3.5.1.

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

3.5.2.

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

3.6. Compliance With Legal Requirements

3.6.1.

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

3.6.2.

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

3.7. Data Practices

3.7.1.

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

3.7.2.

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

3.8. Security

3.8.1.

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

3.8.2.

Contractors shall report to 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.

3.8.3.

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

3.8.4.

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

3.8.5.

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

3.9. Indemnification

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

3.10. Contractor's Insurance

3.10.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

3.10.2.

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

3.10.3.

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

3.10.3.1.

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

3.10.3.2.

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

3.10.4.

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

3.10.4.1.

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

3.10.4.2.

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

3.10.5.

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

3.10.6.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

3.10.7.

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

3.10.8.

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

3.10.9.

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

3.10.10.

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

3.10.11.

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

3.10.12.

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

3.10.13.

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

3.10.14.

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

3.11. Audit

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

3.12. Notices

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

RCRRA:

XXX

Contractor:

XXX

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

3.13. Non-Conforming Services

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

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

3.14. Setoff

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

3.15. Conflict of Interest

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

3.16. Respectful Workplace and Violence Prevention

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

3.17. Force Majeure

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

3.18. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of 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.

3.19. Termination

3.19.1.

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.

3.19.2.

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

3.19.3.

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

3.20. Interpretation of Agreement; Venue

3.20.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

3.20.2.

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

3.21. Warranty

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

3.22. Infringement

3.22.1.

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

3.22.2.

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

acceptable to RCRRRA acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any license fees and any other costs paid by the RCRRRA in conjunction with the use thereof.

3.23. Debarment and Suspension

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

3.24. Diverse Workforce Inclusion

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

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

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

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

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

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

Additional assistance is available through jobconnectmn@ramseycounty.us or call 651-266-6042.

3.25. Alteration

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

3.26. Entire Agreement

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



RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

SOLICITATION RESPONSE FORM

Solicitation Number: RRA0000001384

Solicitation Title: Union Depot Track Maintenance

The following shall be completed by the Contractor:

Contractor Company Name:

Acknowledgement and Number of Solicitation Addenda Received:

PLEASE READ THE FOLLOWING BEFORE COMPLETING THIS SOLICITATION RESPONSE FORM

The provisions of the solicitation document should be reviewed and understood before preparing a solicitation response. Unless the solicitation document provides otherwise, the solicitation response shall be the best price for all labor, equipment, materials and services for the project described in the solicitation document.

Max NTE Information:

Contractor Transition Lump Sum and Routine Inspections for 5 years : \$ _____

ACKNOWLEDGEMENT

By signing below, I certify that I understand, agree, and bind the Contractor to the provisions contained in the solicitation document for the above Solicitation Number, including the General Solicitation Terms and Conditions and the General Contract/Agreement Terms and Conditions and that I am authorized to submit this solicitation response on behalf of the Contractor.

COLLUSION

By signing below, I certify that this solicitation response has been prepared without any collusion with other contractors, competitors, RCRRA employees, Ramsey County employees or RCRRA or Ramsey County Board members and without taking any other action which will restrict competition or constitute fraud or collusion.

Name and Title of Authorized Contractor Representative:

Signature:

Date:

Solicitation Number: RRA0000001384

Solicitation Title: Union Depot Track Maintenance



RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

CONTRACTOR INFORMATION AND REFERENCE FORM

Ramsey County Regional Railroad Authority requires completion of this form for this solicitation. Failure to submit this completed form with the solicitation response will result in rejection of the Contractor's solicitation response.

Company Information:

1. Contractor Name (as on file with the MN Secretary of State's Office, if applicable):
2. Name of CEO or Company President:
3. FEIN / Contractor Tax ID Number:
4. Minnesota Business Licenses Filing Number:
5. Local Telephone Number:
6. Toll Free Telephone Number:
7. Fax Number:
8. Email Address:
9. Address:
10. City:
11. State:
12. Zip Code:
13. Is your company a Certified Small Business Enterprise ("CERT SBE")?
14. If yes, what is your CERT SBE#?

Solicitation Response Contact:

1. Name and Title of the person to contact for questions concerning this solicitation response:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

Contract Mailing Address (if different from Company Information):

1. Contact Name and Title:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

Reference Requirements: Provide a minimum of three (3) references for work completed within the last five (5) years that is similar to what is requested in this solicitation.

1. First Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

2. Second Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

3. Third Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

Name and Title of Authorized Contractor Representative:

Signature:

Date:



RCRRA & RAMSEY COUNTY NO SOLICITATION RESPONSE FORM

RCRRA and Ramsey County strive to conduct all solicitations in an open, fair, and transparent manner. If you have selected to not participate in this solicitation, the Procurement Office is asking you to complete this form and return it via e-mail to the appropriate Procurement Specialist.

- ☐ 1. We did not feel we could be competitive.
- ☐ 2. We do not furnish the supplies, equipment materials or services requested.
- ☐ 3. Insufficient time to respond.
- ☐ 4. We did not have sufficient staffing to complete the solicitation response.
- ☐ 5. Not interested.
- ☐ 6. Other (350 character limit):

Contractor Name (as on file with the MN Secretary of State's Office, if applicable):

Name of CEO or Company President:

Local Telephone Number:

Toll Free Telephone Number:

Fax Number:

Email Address:

Address:

City:

State:

Zip Code:

Name and Title of Authorized Contractor Representative:

Signature:

Date:

MINNESOTA DEPARTMENT OF TRANSPORTATION
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

RAILROAD LAYOUT APPROVAL SET
PRELIMINARY FEB. 7, 2012 - SUBJECT TO FINAL DESIGN
REVISIONS OCT. 18, 2012



THE UNION DEPOT
ST. PAUL, MINNESOTA



Ramsey County Regional Railroad Authority

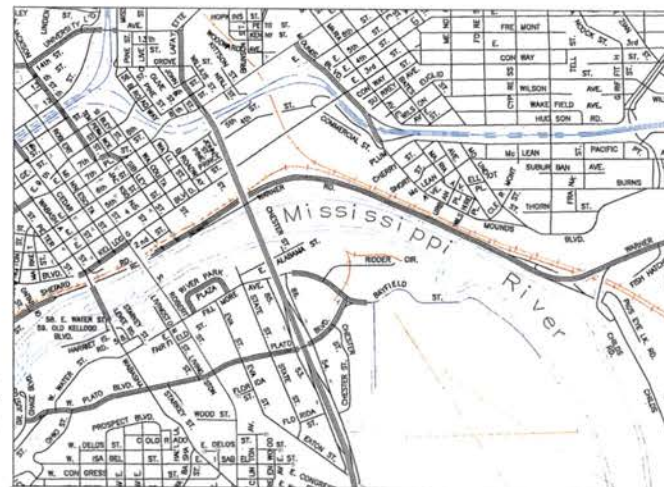
CONSTRUCTION PLAN FOR UNION DEPOT PASSENGER RAIL SERVICE TRACK IMPROVEMENTS TO ACCOMMODATE AMTRAK TRAINS 7 AND 8

STATE PROJ. NO.S 091-595-023, 091-595-24 & 091-595-025

RAILROAD LAYOUT APPROVAL SET

- | | |
|------------|-----------------------|
| 1 | COVER SHEET |
| 2 | KEY PLAN |
| 3-9, 9A-18 | PROPOSED TRACK PLANS |
| 19-20 | RAILROAD ACCESS PLANS |

PROJECT LOCATION
STATE: MINNESOTA
COUNTY: RAMSEY



SCALE IN FEET

LOCATION MAP

PLAN SHEET SCALES ARE BASED ON 30"x42" SHEET SIZE

MINN. PROJECT NO.S PNRS-TGR M238(001)
UDMT 6211(122)
GOVERNING SPECIFICATIONS
THE 2005 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND ARCHITECTURAL-ENGINEERING MANUAL SHALL GOVERN. ALL TRAFFIC CONTROL, SIGNING AND DRIVERS SHALL CONFORM TO THE MN MUTCD, INCLUDING THE FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

Mortenson
construction

URS

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Gregory S. Brown
DATE: MAR. 18, 2011 MIN LIC. NO. 22814

TKDA

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JAMES HOSCHKA
DATE: MAR. 18, 2011 MIN LIC. NO.

INVOLVED RAIL CARRIERS

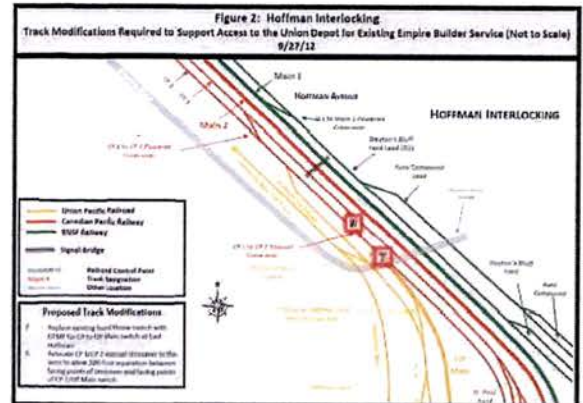
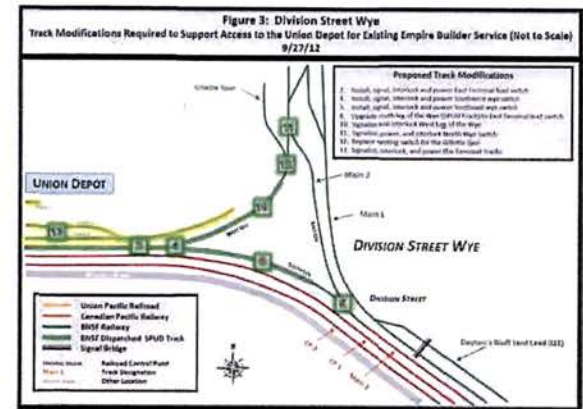
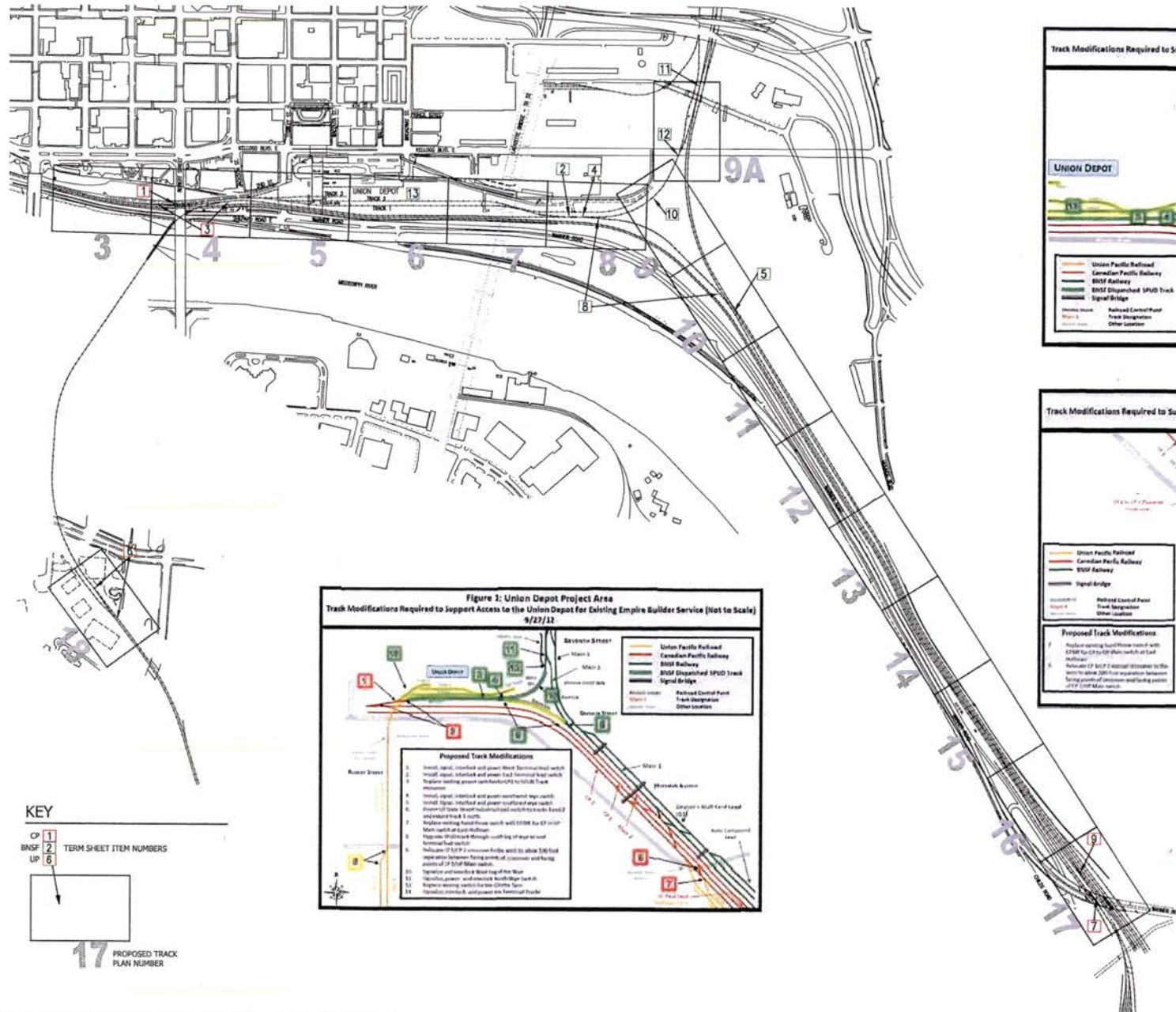
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NAME	_____
TITLE	_____
SIGNATURE	_____
REPRESENTING CANADIAN PACIFIC RAILWAY CO.	
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TITLE	_____
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REPRESENTING AMTRAK NATIONAL RAILROAD PASSENGER CORPORATION	
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STATE OF MINNESOTA	
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RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY	
NAME	_____
TITLE	_____
SIGNATURE	_____
REPRESENTING RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY	

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

**RAILROAD LAYOUT
APPROVAL SET**
COVER SHEET

SHEET NO.

1



NOTES

1. ALL POWER SWITCHES INSTALLED, RECONSTRUCTED OR RELATED TO THIS PROJECT SHALL BE EQUIPPED WITH SWITCH HEATERS.



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DATE: _____ MY LIC. NO.: 22814

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2	JUN 23, 2012	REVISIONS
3	OCT 16, 2012	REVISIONS

TRACK TERM SHEETS

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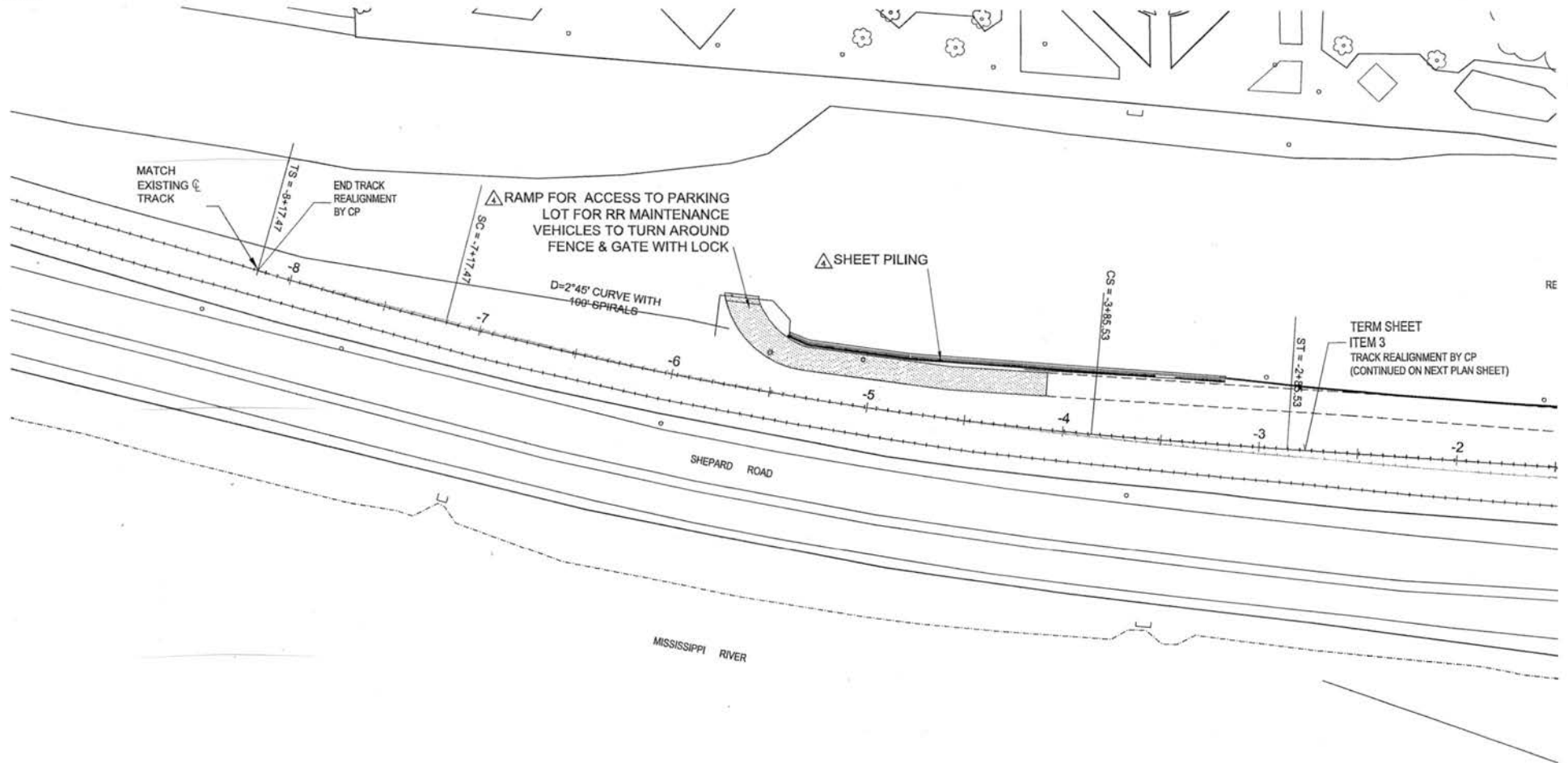
DATE: APR. 18, 2011

DRAWN: IBURELL

TERM SHEET ITEMS KEY PLAN

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

2



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ST. PAUL, MINNESOTA

Ramsey County Regional Railroad Authority



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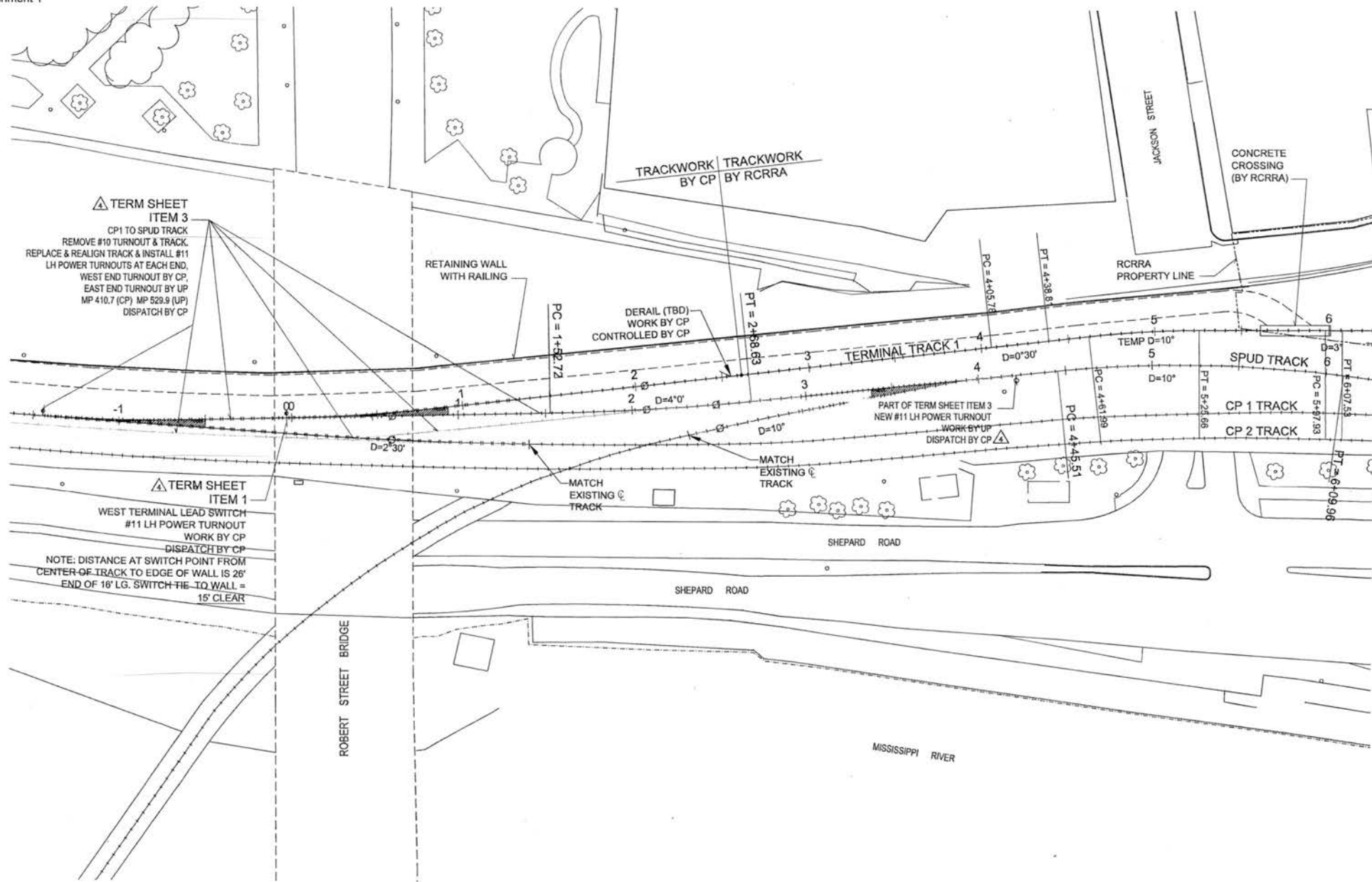
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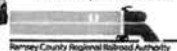
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PROPOSED TRACK PLAN
SHEET NO. 3 SP NO. 091-595-023 SP NO. 091-595-024 SP NO. 091-595-025



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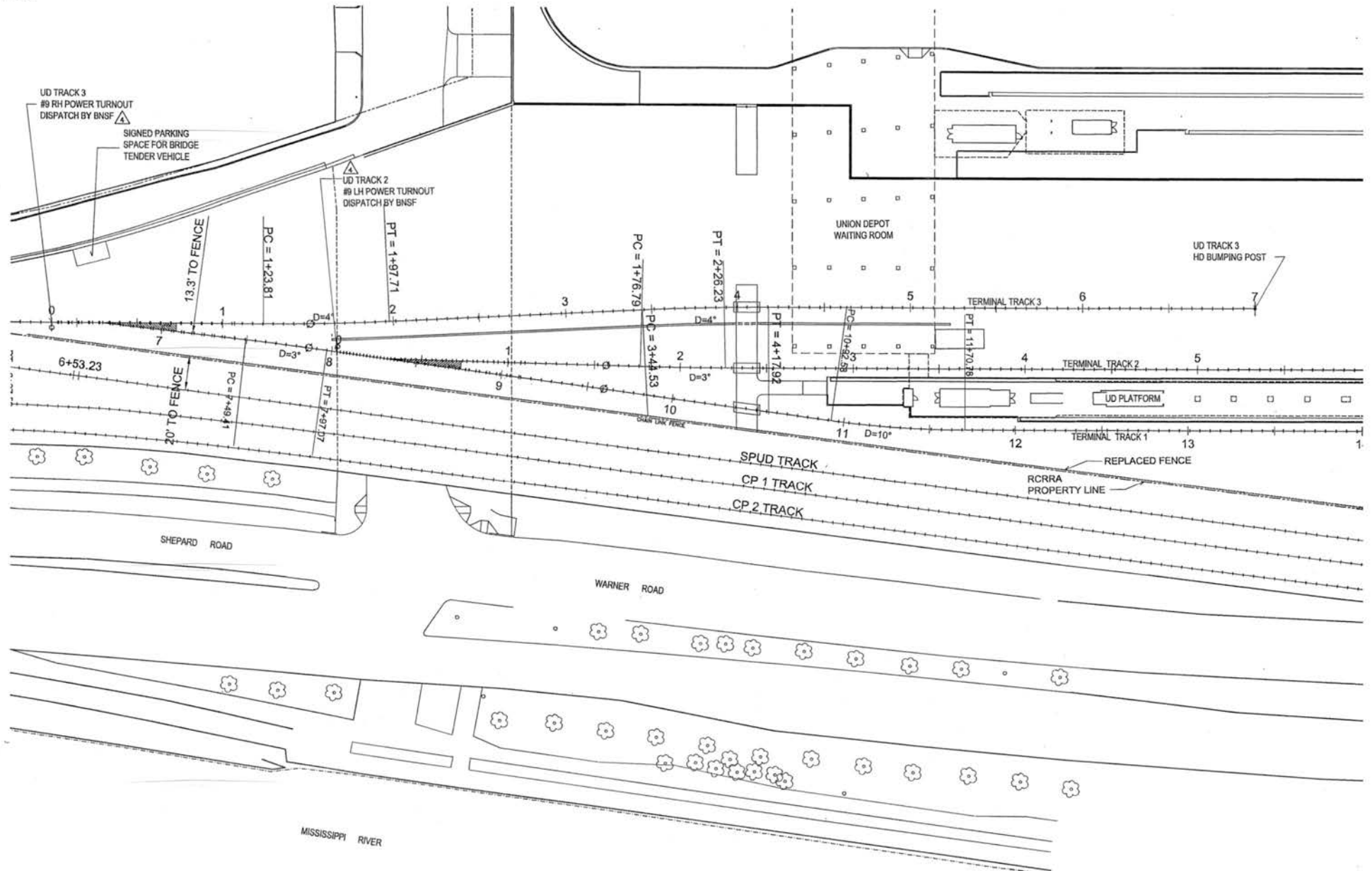
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GREGORY S. BROWN
 DATE: AUG 18, 2011 MIN. LIC. NO. 22814

REVISION HISTORY - THIS SHEET
8/18/2011 RAILROAD PROPERTY ACCESS - URS
REVISION JAN 26, 2012
REVISION FEB 7, 2012
REVISION - OCT 16, 2012

TRACK MODIFICATIONS
COMP. NO. 31810856
SCALE 1" = 20'-0" FS
DATE AUG 18, 2011
DRAWN J. BURKELL

PROPOSED TRACK PLAN
SP NO. 091-595-023
SP NO. 091-595-024
SP NO. 091-595-025
4



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Primary County Regional Railroad Authority



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DATE: JUL 18, 2011, MIN. LIC. NO. 22814

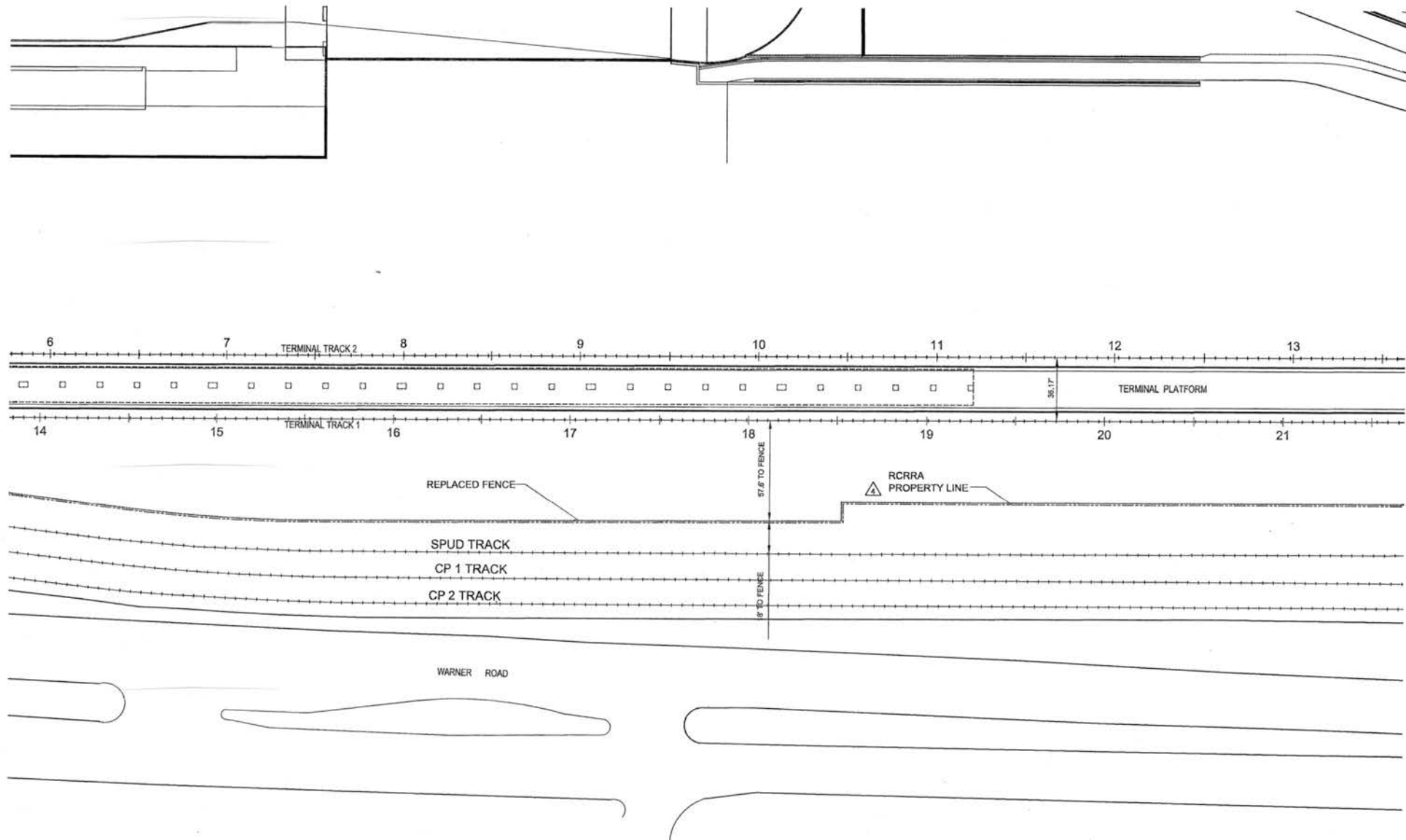
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REVISION 100 13, 2011
REVISION 100 13, 2011

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CONTRACT NO.	31810866
SCALE	1" = 20'-0" FS
DATE	AUG 18, 2011
DRAWN	JBURRELL

PROPOSED TRACK PLAN

SP NO. 091-095-023	5
SP NO. 091-095-024	
SP NO. 091-095-025	



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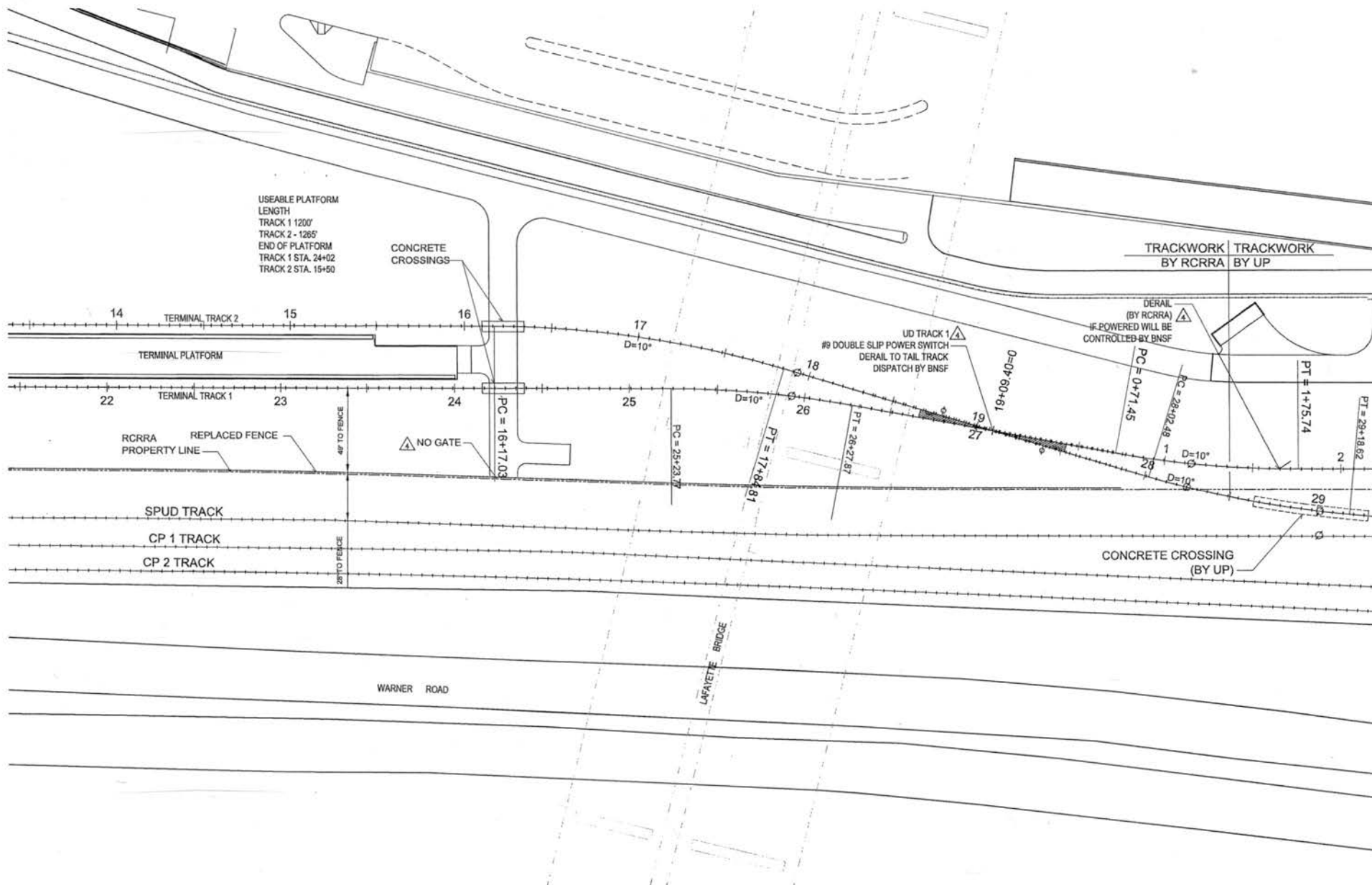
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DATE: AUG 18, 2011 MIN. LIC. NO. 22814

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REDESIGNED - OCT 18, 2011
REDESIGNED - JAN 23, 2012
REDESIGNED - OCT 18, 2011

TRACK MODIFICATIONS
CONTRACT NO. 31810856
SCALE 1" = 20'-0" FS
DATE AUG 18, 2011
DRAWN BY BURELL

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



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St. Paul & Northern Pacific Railway Company

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DATE: AUG 18, 2011
 PROJECT NO. 32814

REVISION HISTORY - THIS SHEET

NO.	DATE	DESCRIPTION
1	8/18/2011	RAILROAD PROPERTY ACCESS - URS
2	REVISION DEC 13, 2011	
3	REVISION JAN 23, 2012	
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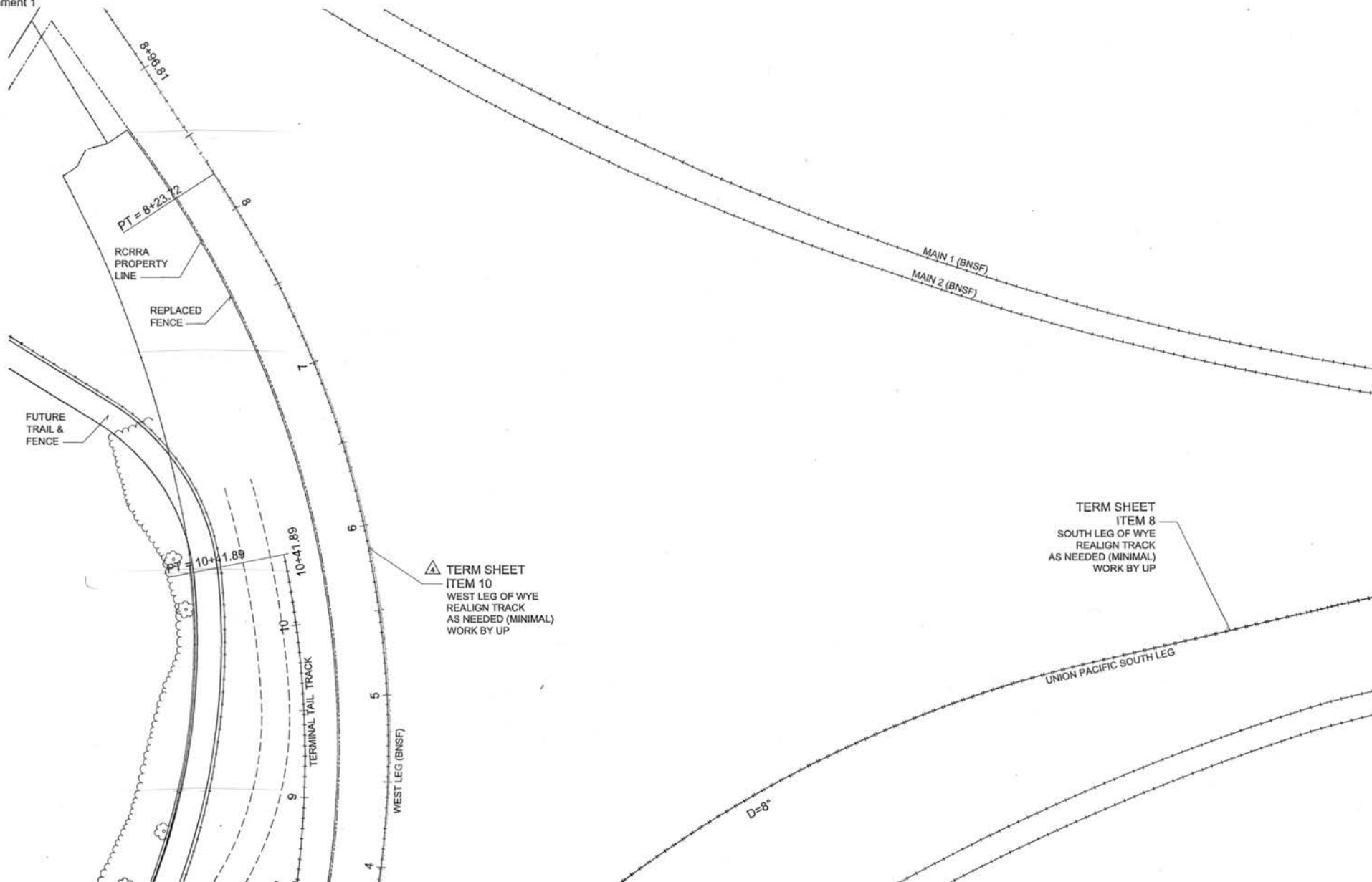
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PROPOSED TRACK PLAN

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St. Paul & Northern Pacific Railway Authority



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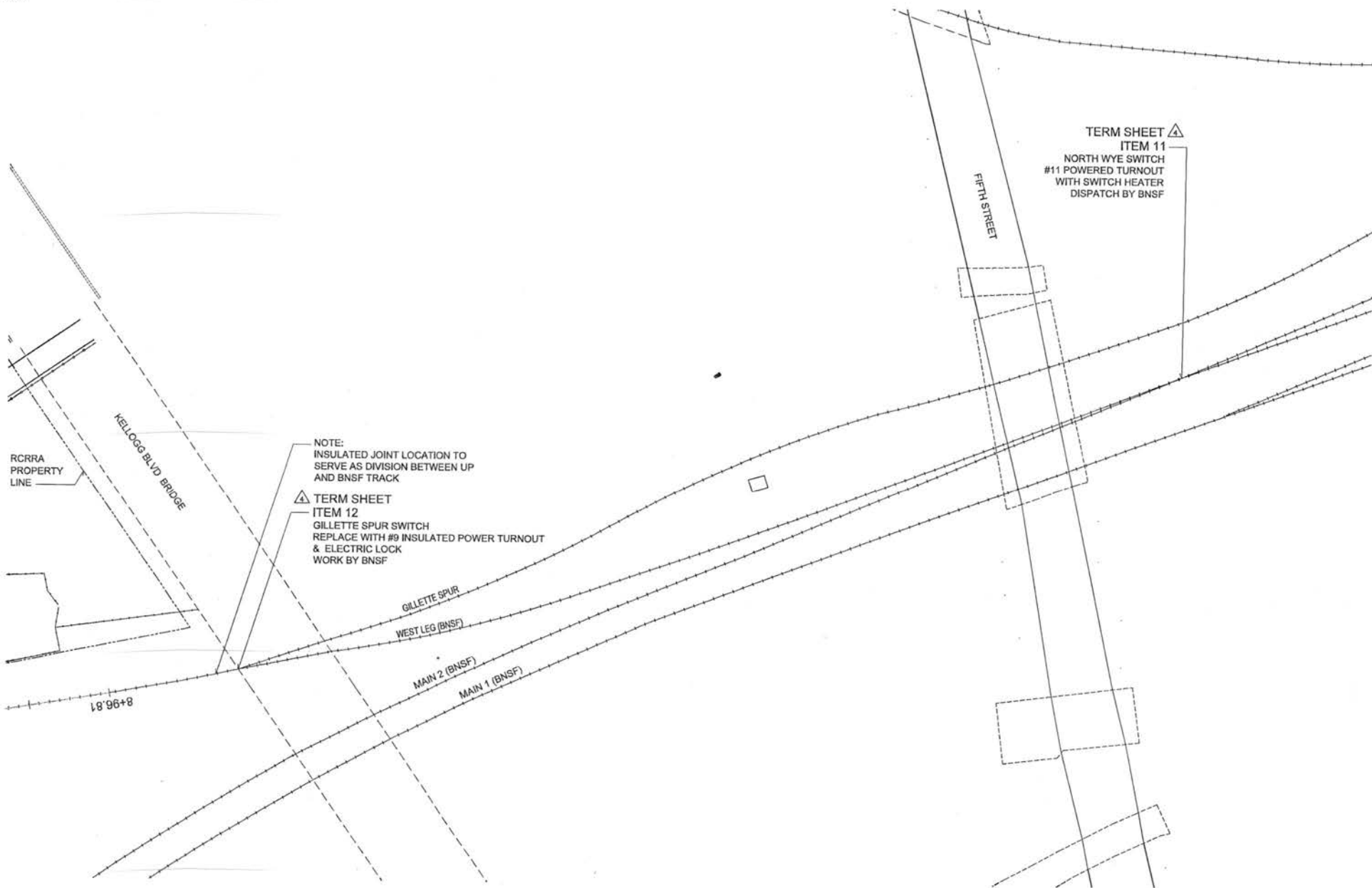
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REVISED JAN 23, 2012
REVISED - OCT 16, 2012

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DATE AUG 18, 2011
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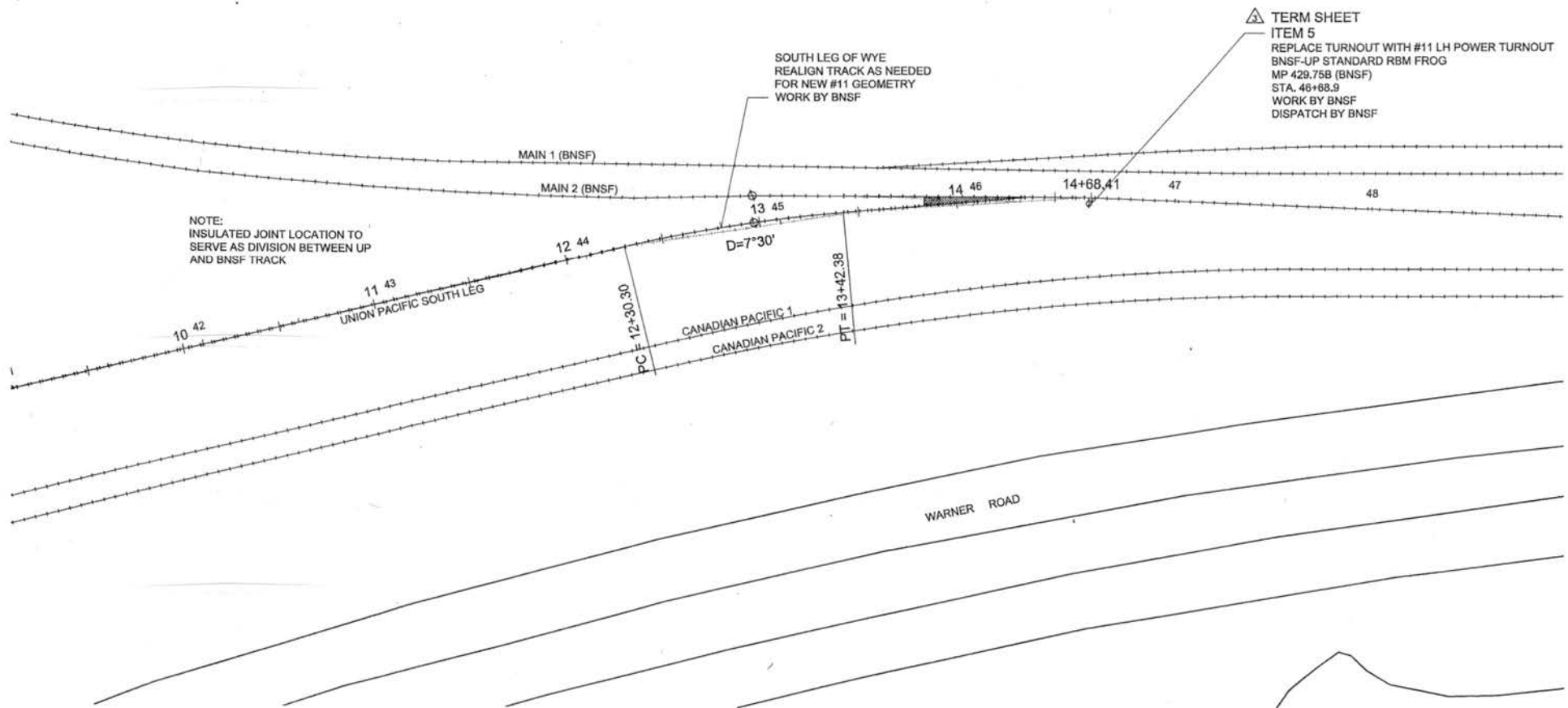
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REVISION 1: OCT 18, 2011

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DATE AUG 18, 2011
DRAWN BURNELL

PROPOSED TRACK PLAN
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SP NO. 091-595-024
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DATE AUG 18, 2011
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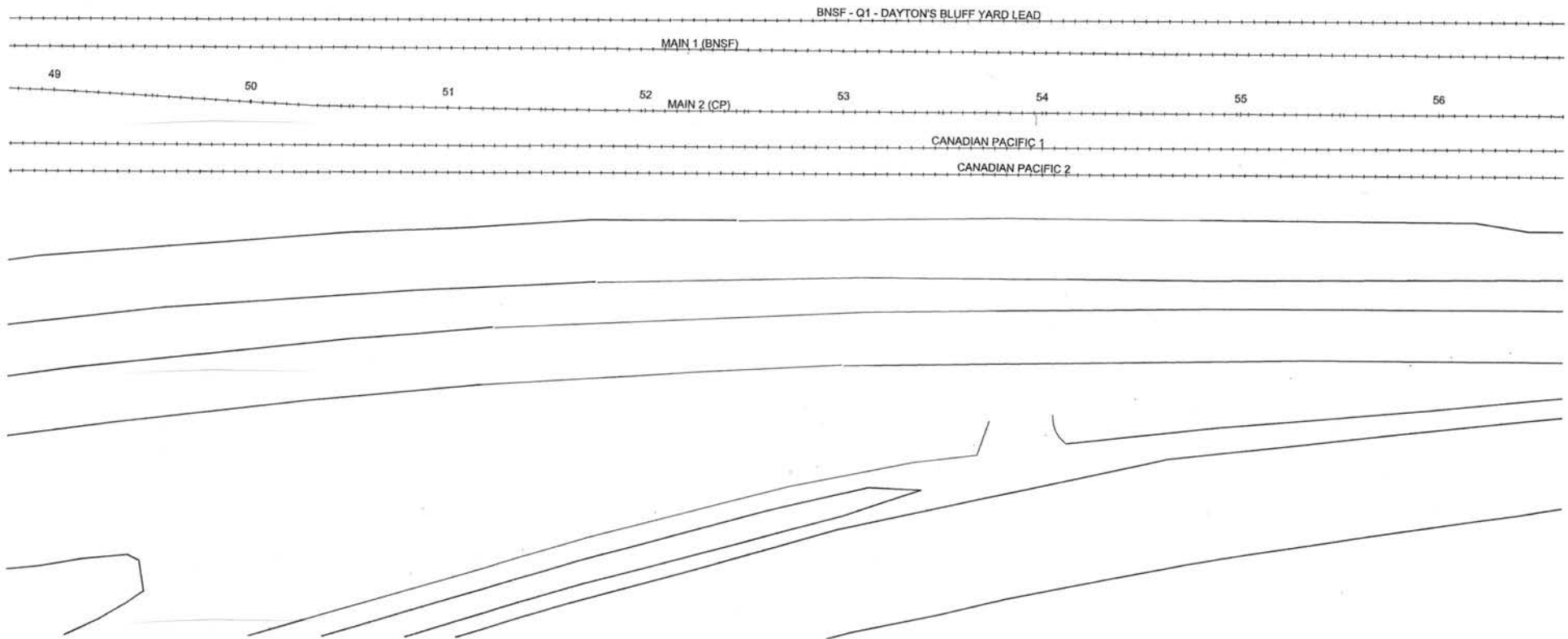
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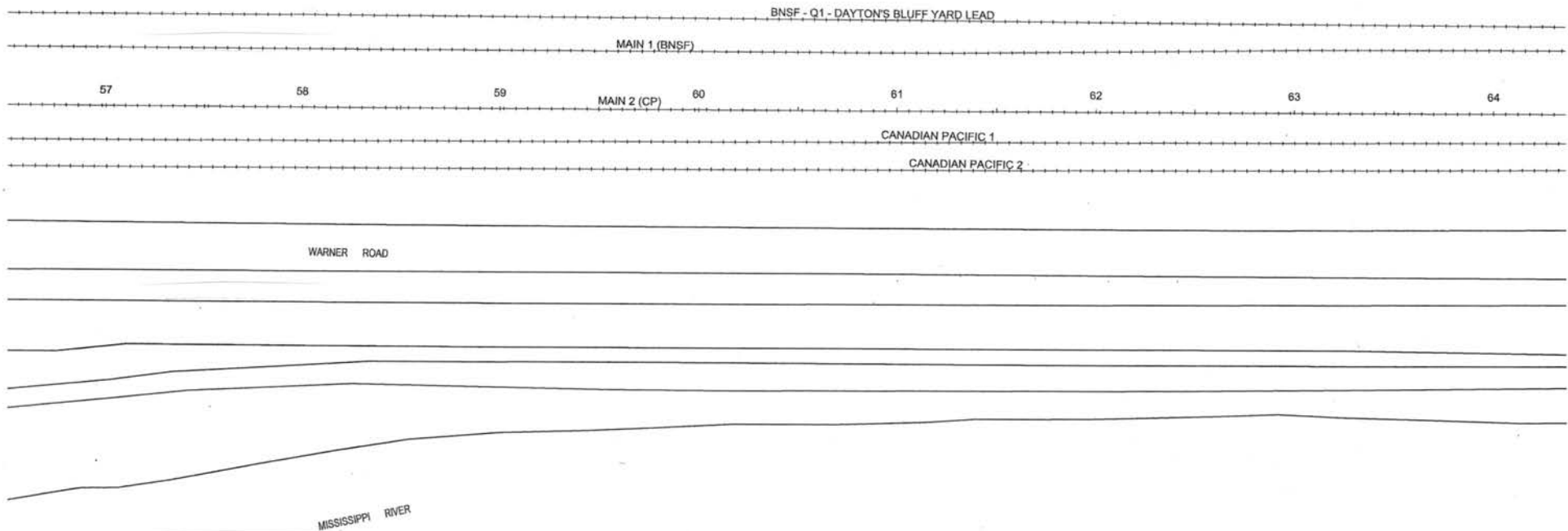
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REVISION HISTORY - THIS SHEET

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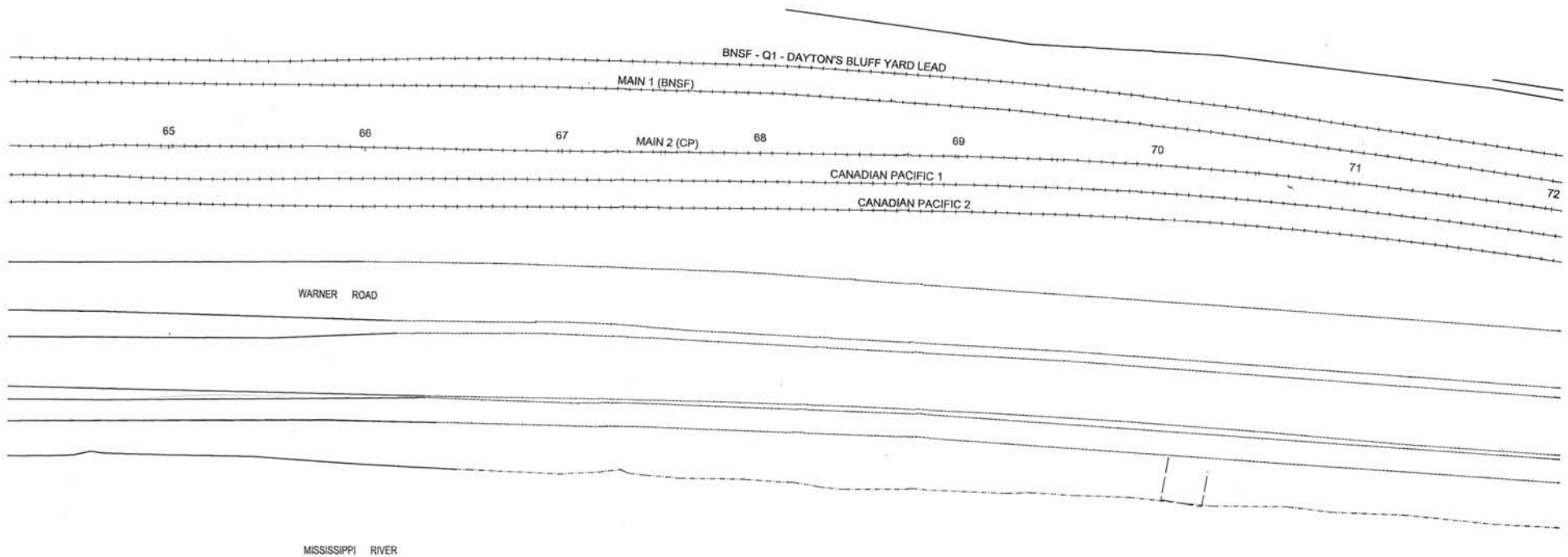
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REVISION - OCT 16, 2012

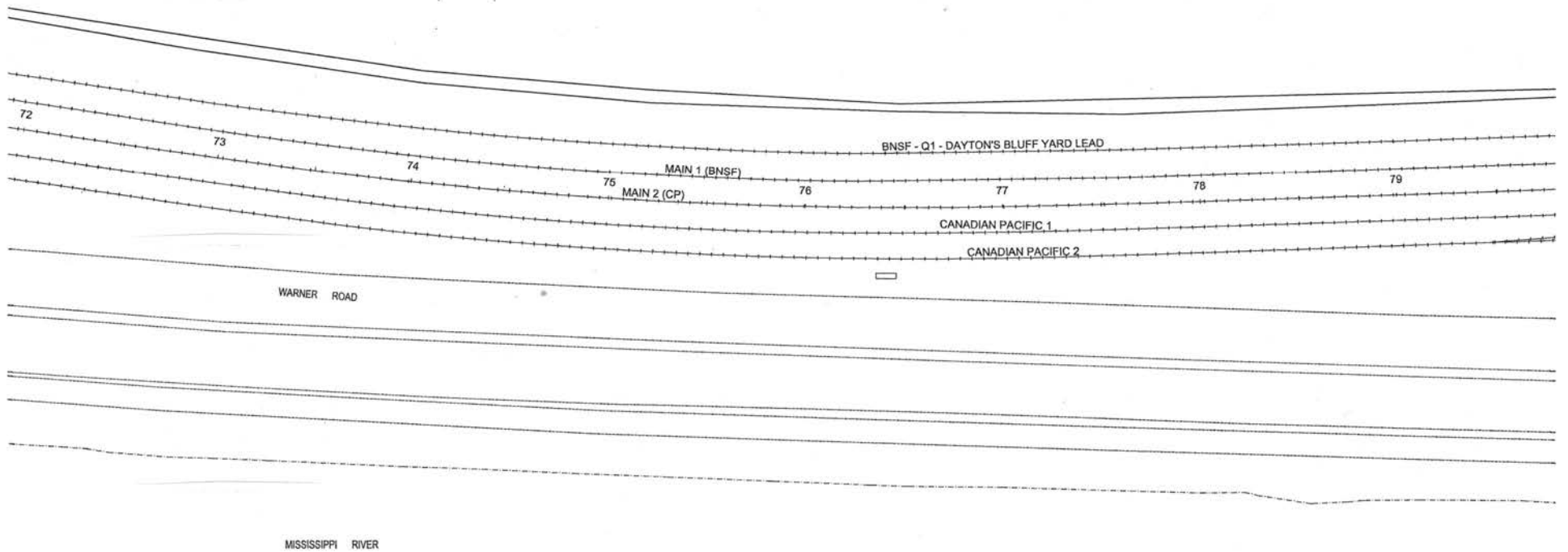
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DATE	AUG 18, 2011
DRAWN	IBURRELL

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FORWARDED JAN 23, 2012	
FORWARDED - OCT 18, 2012	

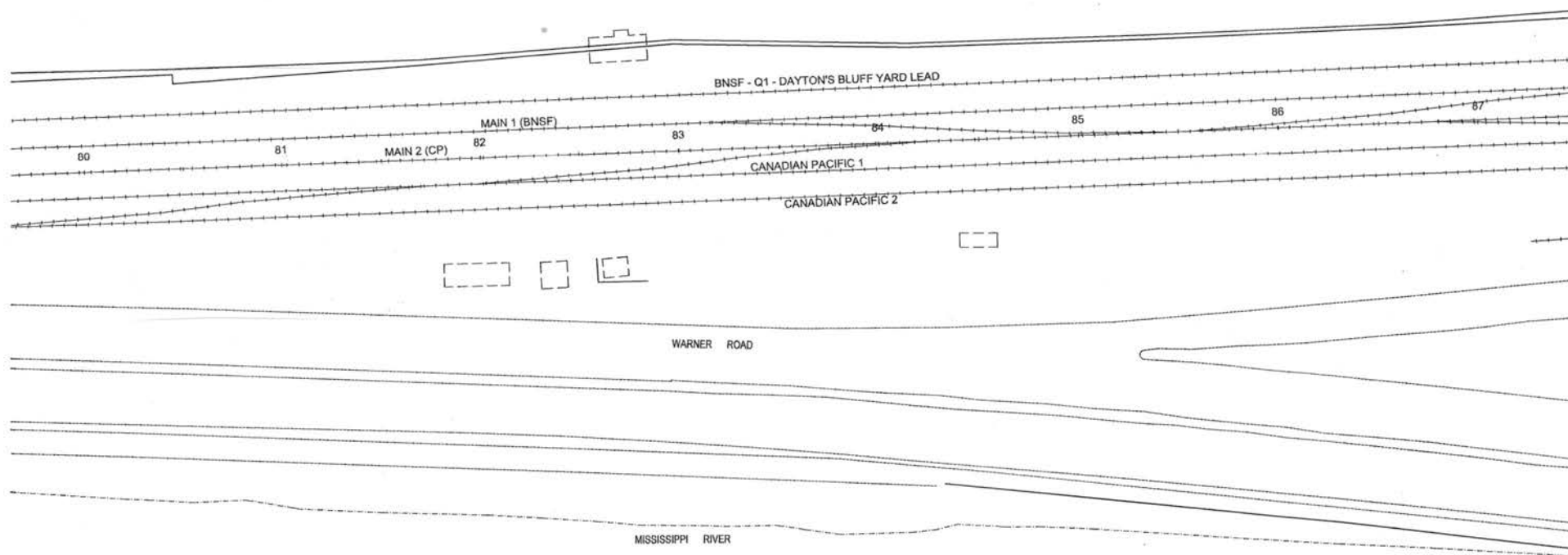
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DATE AUG 18, 2011
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SP NO. 091-595-025



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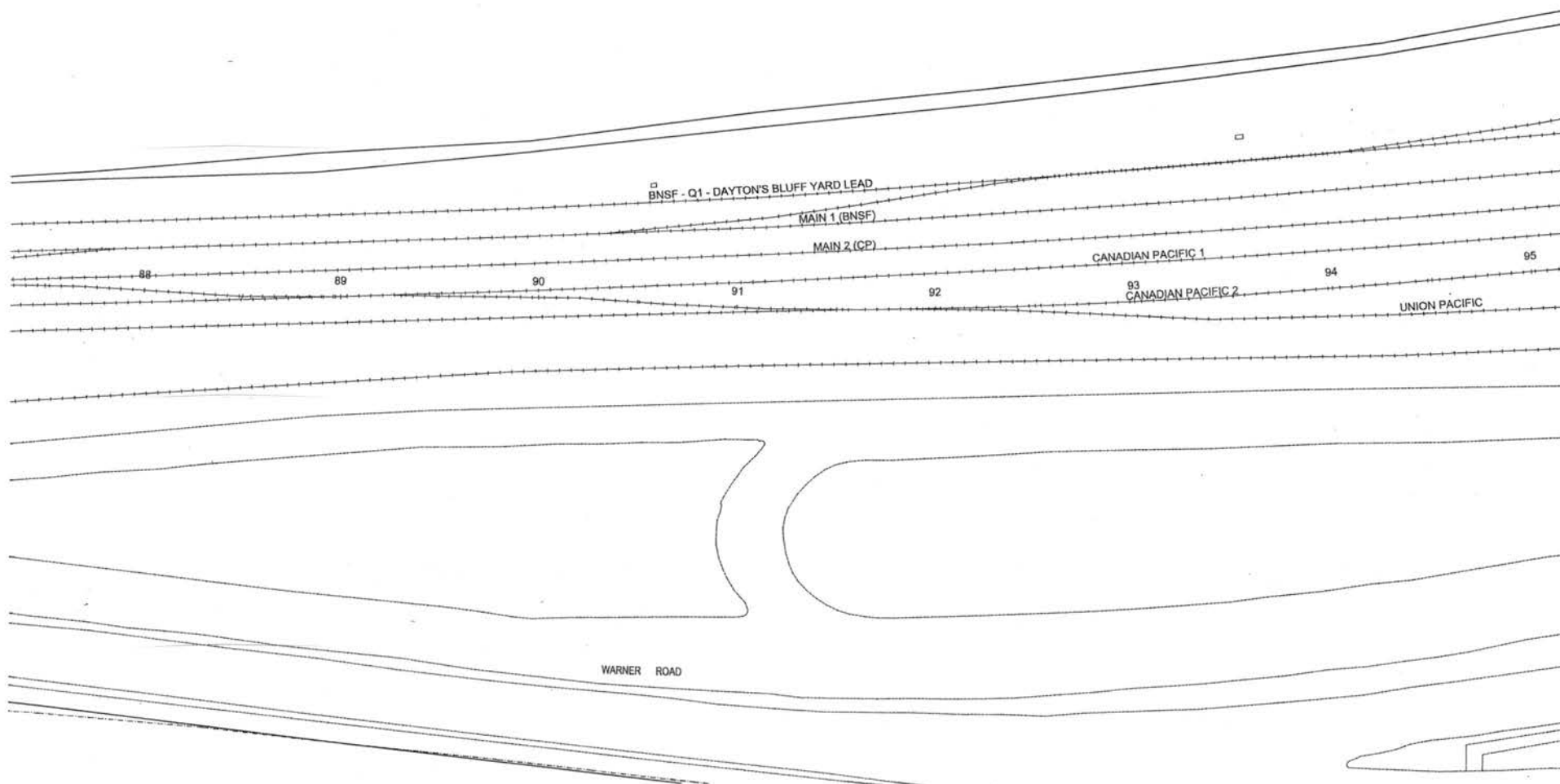
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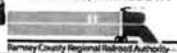
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CONTRACT NO. 31810856
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REVISION - OCT 16, 2012

REVISION HISTORY - THIS SHEET

TRACK MODIFICATIONS



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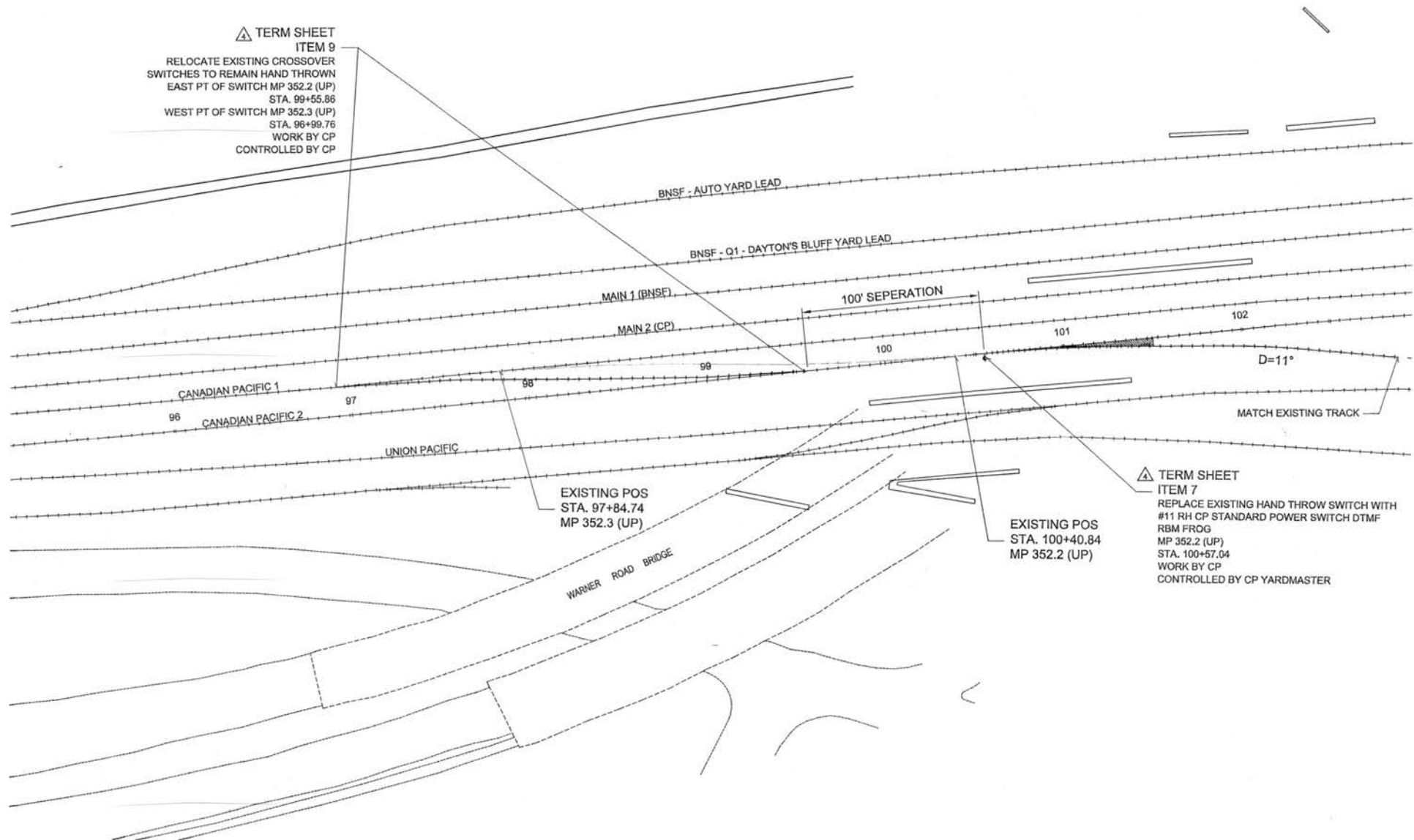
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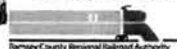
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 REVISION JAN 24, 2012
 REVISION - OCT 18, 2013

REVISION HISTORY - THIS SHEET

TRACK MODIFICATIONS

CONTRACT NO. 31810856
 SCALE 1" = 20'-0" FS
 DATE AUG 18, 2011
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PROPOSED TRACK PLAN

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

17

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PLATO BLVD

TERM SHEET
ITEM 6
POWER UP STATE STREET INDUSTRIAL
LEAD SWITCH TO TRACKS 1 & 2
#11 RH - BNSF-UP STANDARD
RBM FROG
MP 529.08 (UP)
WORK BY UP
CONTROLLED BY UP

UP STATE STREET INDUSTRIAL LEAD

SSIL 1

SSIL 2

D=5'0"



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Hennepin County Regional Transit Authority

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DESIGNED DEC 15, 2011

REVIEWED JAN 23, 2012

REVISIONS - OCT 18, 2012

REVISION HISTORY - THIS SHEET

TRACK MODIFICATIONS



CONTRACT NO. 31810856

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DATE AUG 18, 2011

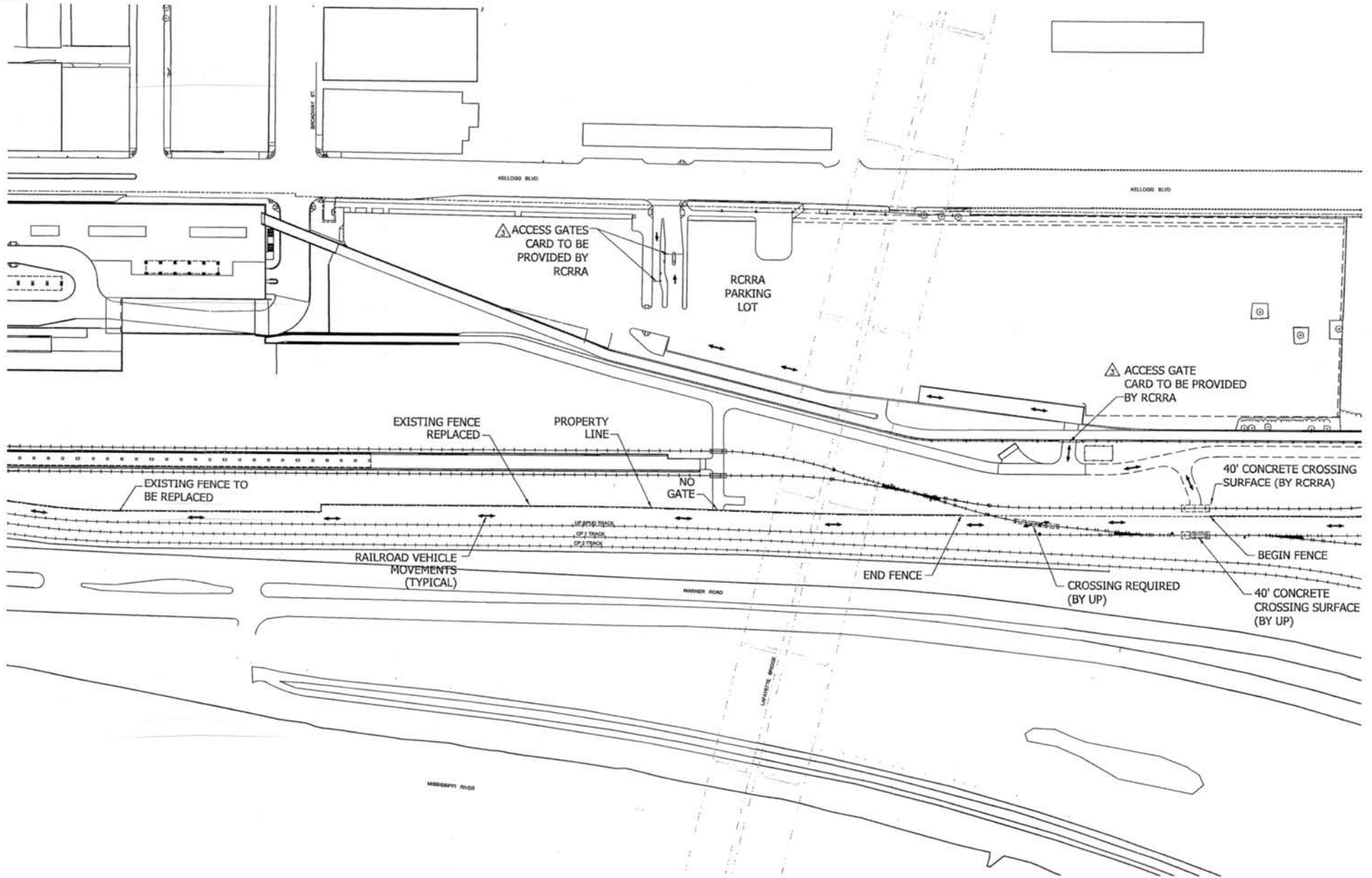
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PROPOSED TRACK PLAN

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

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LAWS OF THE STATE OF MINNESOTA.

DATE: DEC 20, 2011
BY: [Signature]
CHECKED: [Signature]
DATE: DEC 20, 2011

REVISION	NO.	DATE	DESCRIPTION
1	1	DEC 13, 2011	ISSUED FOR CONSTRUCTION
2	2	JUN 23, 2012	REVISED FOR CONSTRUCTION
3	3	OCT 16, 2012	REVISED FOR CONSTRUCTION

RAILROAD LAYOUT

CONTRACT NO. 31810856
SCALE 1" = 20'-0" FS
DATE AUG 18, 2011
DRAWN [Signature]

RAILROAD ACCESS PLAN

SP NO. 091-595-613
SP NO. 091-595-624
SP NO. 091-595-625

Attachment 2



Union Depot Railroad (UDR)

ON TRACK SAFETY PROGRAM

Effective: April 25, 2017

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

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

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

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

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

THE UNION DEPOT RAILROAD SAFETY COORDINATION

The Union Depot Railroad (UDR) operates in coordination with the BNSF Railway to provide dispatching, with contract firms to provide maintenance and other roadway services. Amtrak, Union Pacific Railroad, Canadian Pacific Railway, Twin Cities and Western Railroad and the BNSF Railway operate trains on these tracks. Other special train movements as authorized by the UDR will also operate on these tracks.

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

Contractors are required to meet or exceed the requirements of this On Track Safety plan. Contractors who routinely work on railroad roadways typically have their own On Track Safety plans and perform their own training and monitoring. Contractors who's safety plans are approved by the BNSF Railway, Canadian Pacific Railway or the Union Pacific Railroad or who are compliant with E-Rail Safe are approved on the UDR. A Contractor may request acceptance of their On-Track-Safety plan by the UDR. A request shall include a written certification from the Contractor's Manager responsible for safety that after review their plan provides meets or exceeds the UDR's requirements.

DEFINITIONS (49 CFR Part 214.7)

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

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

Control Operator: A railroad employee having responsibility to control or operate a remotely controlled switch or derail, an interlocking or a controlled point, or a segment of controlled track. For the Union Depot Railroad this is the BNSF Dispatcher.

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

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

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

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

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

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

Flagman: An employee, whose sole function is to direct or restrict the movement of trains past a point on a track to provide On Track Safety for roadway workers. This employee must be qualified on the BNSF's operating rules, the UDR's operational plan and on track safety program; and may not perform any other duties.

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

Fouling a Track or Fouls a Track: The location of an individual or an item of equipment in such proximity to a track that the individual or equipment could be struck by a moving train or On Track equipment, or in any case is within four feet (4 feet) of the field side of the nearest running rail. Equipment with a moveable or articulating function, such as a crane or boom, shall be considered fouling the track if any portion of it or equipment its carrying has the potential to enter the fouling zone. The one exception to the 4 feet foul zone clearance on UDR property is:

1. Any person (passengers, railroad employee, or contractor) located on the station platform but remaining behind the platform's yellow tactile strip.

DEFINITIONS (49 CFR Part 214.7)

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

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

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

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

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

Non-Roadway Worker: Any employee of a the UDR or RCRRA, or of a contractor thereof, whose duties do not include any of those defined under Roadway Worker. Examples of Non-Roadway Workers include security personnel, operational personnel including train crews, and non-railroad building and site maintenance personnel.

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

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

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

Restricted Speed: A speed that allows stopping within half the range of vision short of Train, Engine, Railroad car, Men or Equipment fouling the track, Stop signal or Derail or Switch lined improperly not exceeding 20 MPH, unless further restricted by UDR Operating Rules.

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

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

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

DEFINITIONS (49 CFR Part 214.7)

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

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

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

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

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

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

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

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

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

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

OPERATING AUTHORITIES IN EFFECT:

Foul Time

Rule 6.13, Yard Limits

Centralized Traffic Control (CTC)

Track Bulletin Form B

Union Pacific Railroad

Twin Cities Area Timetable No. 4

UPRR Albert Lea Subdivision (0180)

Effective November 14, 2011 (Use most current version)

ON TRACK SAFETY PROCEDURES IN EFFECT:

Exclusive Track Occupancy

Foul Time

Inaccessible Track

Train Approach Warning (Watchman/Lookouts)

Individual Train Detection

Procedures for Lone Worker

MONITORING FOR EFFECTIVENESS & COMPLIANCE WITH ON TRACK SAFETY PROGRAM

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

RESPONSIBILITIES OF UNION DEPOT RAILROAD

ON TRACK SAFETY PROGRAM DOCUMENTS

(49 CFR PART 214.309)

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

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

1. Provide training to all roadway and non-roadway workers in the rules and application of the Union Depot Railroad On Track Safety Program.
2. Train railroad employees other than roadway workers, who are associated with Union Depot Railroad On Track Safety Program and procedures, whose primary duties are concerned with the movement and protection of trains, to perform their functions related to On Track Safety through training and testing.
3. Provide all On Track Safety supervisors, or designated person, with a copy of the Union Depot Railroad On Track Safety Program which shall be available at the job site.
4. Insure that all roadway workers receive a job briefing of the specific On Track Safety provisions that will be provided for each job assignment.
5. Require that each group of roadway workers have a trained, employee in charge to provide safety measures for the group and be informed before any member of the roadway working group fouls a track.
6. Advise each roadway worker regarding On Track Safety provisions and the rights of the employee.
7. Guarantee that each roadway worker have the right to a "Good Faith Challenge" if he/she is concerned that the On Track Safety procedures to be applied at the job location are not in compliance with the On Track Safety procedures of the railroad, and to remain clear of the track until the issue is resolved.
8. Make available printed "Good Faith Challenge" forms for roadway workers.
9. Establish procedures to insure prompt and equitable resolutions to "Good Faith Challenges".
10. Require that the locomotive sound an audible warning (whistle, bell, or horn) on trains approaching roadway workers.
11. Establish specific provisions for the safety of roadway workers who operate or work near roadway maintenance machines.

12. Maintain written or electronic records of each roadway worker qualification in effect. Each record shall include the name of the employee, the type of qualification made, and the most recent date of qualification.
13. Require Union Depot Railroad Roadway Workers to wear high visibility equipment to identify them as Roadway Workers. This shall include:
 - a. a white or orange hard hat
 - b. a high visibility vest, class 2 or 3, in either safety yellow or safety orange.
 - c. Safety work boots
 - d. Safety glasses

RESPONSIBILITIES OF NON-ROADWAY WORKERS

1. Non-Roadway Workers are responsible for studying, understanding and complying with the applicable provisions of the Union Depot Railroad On Track Safety Program and the rules and instructions therein.
2. A non-roadway worker shall not foul a track unless in compliance with all of the following:
 - a. Fouling is only allowed for crossing the tracks at the service road's paved crossings on either end of the platform in the performance of duty.
 - b. The non-roadway worker, whether a pedestrian or in a vehicle, will not enter the foul zone unless less they can safely pass through it without stopping in the foul zone.
 - c. The non-roadway worker is responsible for visually confirming the UDR tracks are free from approaching trains or on-track equipment before moving through the foul zone.
 - d. The use of personal electronic devices (i.e.: cell, "smart" phones or IPODs, headphones/headsets, Bluetooth and etc.) is prohibited within the foul zone.

RESPONSIBILITIES OF INDIVIDUAL ROADWAY WORKERS

(49 CFR PART 214.313)

1. Individual Roadway Workers are responsible for studying, understanding and complying with the provisions of the Union Depot Railroad On Track Safety Program and the rules and instructions therein:
2. A roadway worker shall not foul a track except when necessary for the performance of duty and must make certain that On Track Safety is being provided before fouling a track.
3. Use of personal electronic devices (ie: cell, "smart" phones, computers, or IPODs, headphones/headsets, Bluetooth and etc.) are prohibited within the foul zone. The one exception is a camera or cell phone camera used to document on track conditions and to support inspection notes.
4. All employees must ensure they receive a job briefing.
5. Employees may not accept an assignment to perform the duties of a roadway worker until trained in UDR On Track Safety procedures for the assignment to be performed and have demonstrated the ability to fulfill the responsibilities for On Track Safety that are required of a roadway worker performing that assignment.
6. If an employee makes a good faith determination that the safety provisions for the job location may not be in compliance with the railroads On Track Safety rules, the employee shall refuse any direction by the railroad to violate these safety rules until the challenge is resolved.
7. Each roadway worker supervisor, or employee in charge will have at the job site an up-to-date copy of the Union Depot Railroad On Track Safety Program and "Good Faith Challenge" forms.

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

The following procedures govern employees' rights to Good Faith Challenges:

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

UNION DEPOT RAILROAD PROCEDURES FOR PROMPT AND EQUITABLE RESOLUTION OF GOOD FAITH CHALLENGES TO ON TRACK SAFETY

(49 CFR PART 214.311(C))

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

the challenge is not valid and the reasons therefore. For purposes of this program the challenge shall be deemed resolved. The roadway worker who will then be instructed to resume his/her duties.

SUPERVISION & COMMUNICATION
(49 CFR PART 214.315)

Job Briefings: The UDR Job Briefing form must be completed for each work group.

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

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

2. **Roadway worker groups** whose duties require fouling a track must have one employee in charge designated by the employer to provide On Track Safety for all members of the group. This employee in charge must be qualified on the Union Depot Railroad operating rules as well as the On Track Safety Manual to provide the protection necessary for On Track safety of each individual employee in the group. **The employee in charge must do the following:**
 - a. Conduct a job briefing with each employee, or the employee in charge when multiple work groups are included in his work area, that includes what On Track protection is being provided and safety procedures to be followed;
 - b. Understand and ensure that this job briefing will be complete only after employees have acknowledged understanding of the On Track protection being provided;
 - c. Ensure that before any employee fouls a track, the employee responsible for obtaining the On Track protection has informed each employee of the On Track protection procedures to be used and followed during the performance of the work at that time and that location;
 - d. Ensure that each employee is informed whenever the On Track protection procedures change during the work period. This information must be given to all employees before the change is effective, except in cases of emergency. Employees who, because of an emergency, cannot be notified in advance shall immediately be warned to clear the fouling space and shall not return until On Track protection is re-established; and,

- e. Ensure that all employees are notified when the work area is released for the operation of trains. The work area shall not be released until all affected employees have either left the track or have been afforded On Track protection by a watchman/lookout.
3. **A lone worker** who fouls a track must have a job briefing with the supervisor or other designated employee at the beginning of his/her tour of duty. This briefing must include:
- a. The planned itinerary;
 - b. The On Track protection procedures they intend to use; and,
 - c. The employee must complete a Statement of On Track Safety.
 - d. When communication channels are disabled, the job briefing shall be conducted as soon as possible after the beginning of the work period when communications are restored.

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

NON-ROADWAY WORKERS

RESPONSIBILITIES

All non-roadway workers are individually responsible for the following:

1. Following the On Track Safety rules of the railroad.
2. A non-roadway worker shall not foul a track unless in compliance with all of the following:
 - a. Fouling is only allowed for crossing the tracks at the service road's two private crossings.
 - b. The non-roadway worker, whether a pedestrian or in a vehicle, will not enter the crossing unless less they can pass through it clearing the foul zone without stopping.
 - c. The non-roadway worker is responsible for visually confirming the UDR tracks are free from approaching trains or on-track equipment.
 - d. Use of personal electronic devices (ie: cell, "smart" phones, computers, or IPODs, headphones/headsets, Bluetooth, etc.) are prohibited within the foul zone.)

TRAINING

Initial Training:

Prior to assignment of an employee training will be provided and shall include the following topics:

1. The roadway worker's responsibility for compliance with the railroad's rule for On Track safety, including understanding of the space (fouling) around tracks where On Track Safety is required.
2. Awareness of the hazards associated with the working on or near railroad tracks and a review of the railroad's On Track Safety program.

Annual Training:

All non-roadway workers will be provided On Track Safety awareness training annually, incorporating the elements of the initial training program.

Qualifications:

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

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

ALL ROADWAY WORKERS

RESPONSIBILITIES (49 CFR Part 214.313)

All roadway workers are individually responsible for the following:

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

TRAINING (49 CFR Part 214.345)

Initial Training:

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

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

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

Annual Training (49 CFR Part 214.343):

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

Qualifications:

Roadway workers On Track Safety qualifications shall be confirmed by an annual written test of not less than 20 questions with a passing score of 80%.

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

EMPLOYEE IN CHARGE (Roadway Work Group)

RESPONSIBILITIES (49 CFR Part 214.335)

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

The employee in charge will:

1. Be qualified under the Union Depot Railroad operating rules and be familiar with the railroad operation.
2. Describe to the work group all On Track Safety measures to be provided and the instructions to be followed.
3. Provide job briefings to each member of the work group prior to the beginning of each job assignment. The job briefing can be a face-to-face meeting, electronically (computer, fax, E-mail) transmitted or via telephone.
4. Complete the UDR job briefing form for each job. Retain this form until the work is complete after which it shall be submitted to the UDR for filing.
5. Report to the supervisor, or designated person, prior to each duty assignment to receive instruction for the On Track Safety measures that will be provided to the work group.
6. Acknowledge the instructions.

TRAINING (49 CFR Part 214.353)

Initial Training:

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

1. All training procedures and the qualification required of the roadway workers to be supervised and protected.
2. The content and application of the Union Depot Railroad operating rules pertaining to the establishment of the working limits.
3. The content and application of the rules of the railroad for the establishment of train approach warning.
4. The physical characteristics of the territory where the roadway worker is qualified.

Annual Training:

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

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

Qualifications:

Employee in charge On Track Safety qualifications shall be confirmed by an annual and/or periodic written test of not less than 20 questions with a passing score of 80%.

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

LONE ROADWAY WORKER (Lone Worker)

RESPONSIBILITIES (49 CFR Part 214. 337)

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

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

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

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

TRAINING (49 CFR Part 214.347)

Initial Training:

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

Annual Training:

Lone workers will be provided On Track Safety awareness training annually, incorporating the elements of the initial training program.

Qualifications:

Lone workers On Track Safety qualifications shall be confirmed by an annual and/or periodic written test of not less than 20 questions with a passing score of 80%.

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

WATCHMEN/LOOKOUTS

RESPONSIBILITIES (49 CFR Part 214.329)

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

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

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

TRAINING (49 CFR Part 214.349)

Initial training:

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

Annual Training:

All watchman/lookouts will be provided On Track Safety awareness training annually

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

incorporating the elements of the initial training program.

Qualifications:

Watchman/lookouts On Track Safety qualifications shall be confirmed by an annual and/or periodic written test of not less than 20 questions with a passing score of 80%.

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

FLAGMAN

RESPONSIBILITIES (49 CFR Part 214.351)

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

A flagman's sole function is to direct or restrict the movement of trains past a point on a track to provide On Track Safety for roadway workers.

TRAINING (49 CFR Part 214.351)

Initial training:

Knowledge of the Union Depot Railroad operating rules and On Track Safety rules and procedures pertaining to the proper signals to be given to stop or hold trains approaching a working area. Flagman must be trained in BNSF operating rules.

Annual Training:

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

Qualifications:

Flagman On Track Safety qualifications shall be confirmed by an annual and/or periodic written test of not less than 20 questions with a passing score of 80%. Flagman must carry current valid certificate showing BNSF operating rules qualification.

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

ROADWAY MAINTENANCE MACHINES

RESPONSIBILITIES (49 CFR Part 214.341)

1. Instructions for the safe operation of each roadway machine shall be provided and maintained with each machine large enough to carry the instructions.
2. No person is permitted to operate any machinery unless trained and qualified.
3. A roadway maintenance machine operator must request information regarding the presence of roadway workers in the vicinity he/she will be working.
4. Operators of roadway maintenance machines shall insure that the machine does not foul a track, unless proper permission has been given and On Track Safety protection is provided. The operator should also not operate closer than four feet from the rail of adjacent tracks without On Track Safety protection. The moveable or articulating function of a machine, such as a crane, boom, or equipment its carrying, shall be considered fouling the track if any portion of it has the potential to enter the fouling zone.

TRAINING (49 CFR Part 214.355)

General Training:

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

1. Safety procedures applicable to the specific roadway maintenance machines.
2. Proper communication procedures to be used between the roadway machine operator and other roadway workers.
3. Procedures to prevent collisions with a train or other machines.
4. Procedures to prevent personal injury.
5. Unless otherwise restricted by Operating Rules or weather, visibility, or stopping distance, the maximum travel speed for HyRail trucks may not exceed 10 miles per hour and the maximum travel speed for Roadway Maintenance Machines may not exceed 20 miles per hour. The minimum spacing between working Roadway Maintenance Machines shall be no less than 30 feet.

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

Operator Training:

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

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

Annual Training:

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

Qualifications:

Roadway maintenance machine operators On Track Safety qualifications shall be confirmed by an annual and/or periodic written test of not less than 20 questions with a passing score of 80%.

RAILROAD MATRIX AND GLOSSARY OF TERMS

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

Type OTS	Section	Controlled Track		Non-Controlled Track		Manual Interlock Or CP	
		EIC	LW	EIC	LW	EIC	LW
Exclusive Track Occupancy ⁽¹⁾	321	Yes	Yes	No	No	Yes	Yes
Foul Time ⁽¹⁾	323	Yes	Yes	No	No	Yes	Yes
Train Coordination ⁽¹⁾	325	Yes	Yes	No	No	Yes	Yes
Inaccessible Track ⁽²⁾	327	No	No	Yes	Yes	No	No
Train Approach Warning (Watchman Lookout)	329	Yes	No	Yes	No	Yes	No
Individual Train Detection (Lone Worker)	337	No	Yes	No	Yes	No	No

(1) Work Limits On Controlled Track.

(2) Work Limits On Non-Controlled Track.

RAILROAD MATRIX AND GLOSSARY OF TERMS

Working Limits (49 CFR 214.319)

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

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

Working Limits On Controlled Track

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

Exclusive Track Occupancy: (49 CFR Part 214.321)

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

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

RAILROAD MATRIX AND GLOSSARY OF TERMS

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

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

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

Foul Time: (49 CFR Part 214.323)

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

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

Train Coordination: (49 CFR Part 214.325)

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

1. Working limits for train coordination shall be within the segment of track which only one

RAILROAD MATRIX AND GLOSSARY OF TERMS

train holds exclusive authority to move. The roadway worker who establishes working limits by Train Coordination shall communicate with a member of the crew of the train holding exclusive authority to move and shall determine that:

- a. The train is visible to the roadway worker who is establishing working limits.
- b. The train is stopped.
- c. The train may only move with the roadway worker's authority AND,
- d. The train crew may not give up its exclusive authority until the roadway worker releases authority to the train crew.

Working Limits On Non-Controlled Track

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

Inaccessible Track: (49 CFR Part214.327)

1. A flagman with instructions and capability to hold all trains and equipment clear of the working limits;
2. A switch or derail to prevent access to the working limits and secured with an effective securing device by the roadway worker in charge of the working limits;
3. Working limits on controlled track that connects directly with the inaccessible track; established by the roadway worker in charge of the working limits on the inaccessible track;
4. A discontinuity in the rail that precludes passage of trains or engines into the working limits;
5. A remotely controlled switch aligned to prevent access to the working limits and secured by the control operator of such remotely controlled switch by application of a locking or blocking device to the control of that switch, when:
 - a. The control operator has secured the remotely controlled switch by applying a locking or blocking device to the control of the switch, and
 - b. The control operator has notified the roadway worker who has established the working limits that the requested protection has been provided, and
 - c. The control operator is not permitted to remove the locking or blocking device from

RAILROAD MATRIX AND GLOSSARY OF TERMS

the control of the switch until receiving permission to do so from the roadway worker who established the working limits;

6. Trains and roadway maintenance machines within working limits established by means of inaccessible track shall move only under the direction of the roadway worker in charge of the working limits, and shall move at Restricted Speed;
7. No operable locomotives or other items of On Track equipment, except those present or moving under the direction of the roadway worker in charge of the working limits, shall be located within working limits established by means of inaccessible track.

Requirements Outside Working Limits

Watchmen/lookouts: (49 CFR Part 214.329)

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

1. Warning will be given to each roadway worker to enable them to move to a prearranged safety position at least 15 seconds before the train passes by the working area.
2. Watchmen/lookouts must only perform watchmen/lookout duties and shall devote full attention to train movement in the working area.
3. The train warning a watchmen/lookout uses must be distinguishable to the roadway workers in the work area. The warning should be distinctive to insure that all roadway workers would hear, or receive, the warning regardless of his/her position.
4. All roadway workers must avail themselves of the protection of the watchmen/lookout and heed all warnings. Roadway workers must be in a position to receive the warning.
5. Watchmen/lookouts shall communicate train approach warnings by a means that does not require a warned employee to be looking in any particular direction at the time of the warning, and that can be detected by the warned employee regardless of noise or distraction of work.
6. All watchmen/lookout must be trained, qualified and designated in writing under the provisions of 49 CFR Part 214.349.
7. All watchmen/lookout must be properly equipped to perform their duties.

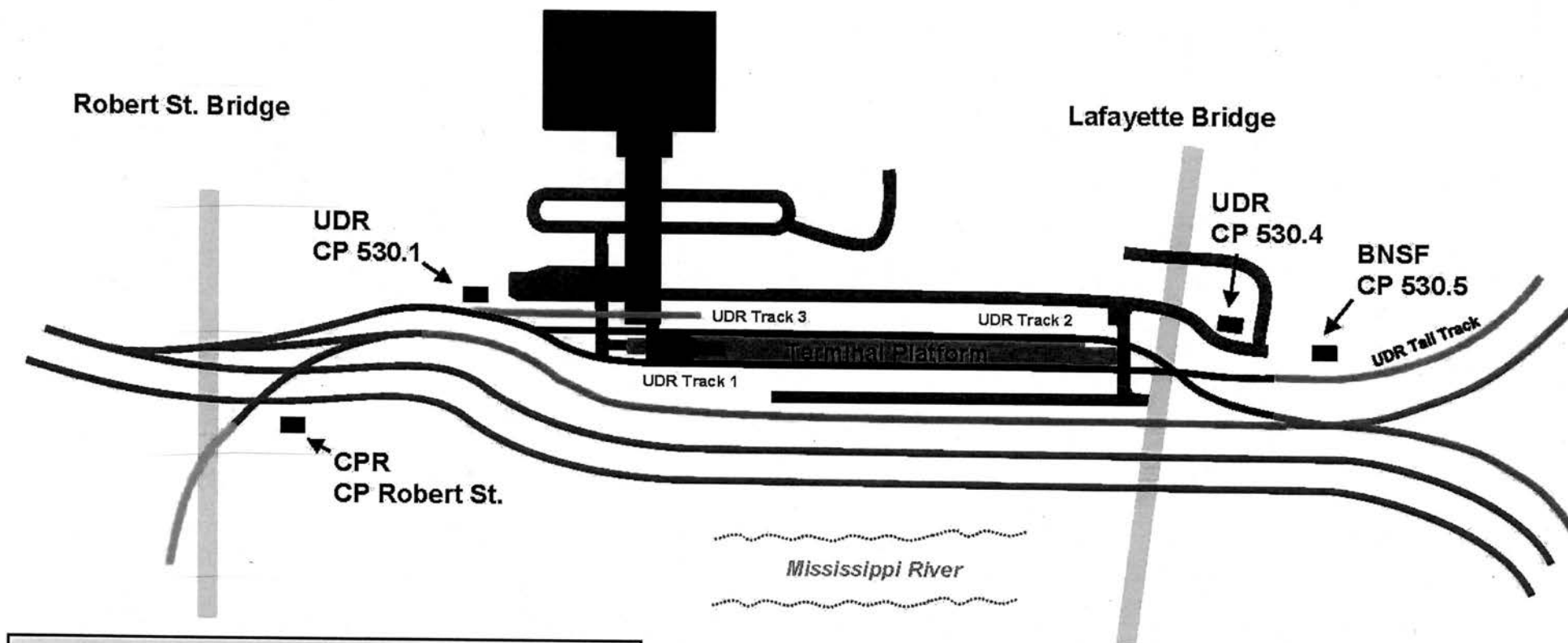
RAILROAD MATRIX AND GLOSSARY OF TERMS

The Union Depot Railroad Does Use Remote Control Switches.

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

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

UDR TRACK OPERATIONS DIAGRAM



	UDR CTC Limits
	UDR Yard Limits
	BNSF CTC Limits
	CPR CTC Limits
	UPRR Track CTC by BNSF & CPRR
	UPRR Track Yard Limits

Not To Scale

Forms

[illegible]

GOOD FAITH CHALLENGE FORMS (Revised March 31, 2017)

Name: _____

Job Position: _____

Job Location: _____

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

Date and Time of Occurrence: _____

Work Location:

Railroad, Track and Mile Post: _____

Nearest City/Town: _____

On Track Safety Procedure

applied (or lacking) at

working location: _____

Railroad Safety or Operating Rule not being complied with:

Reason for this Challenge:

Other Employees with information regarding this situation:

Signature: _____ **Date** _____

Determination by Supervisor _____

Supervisor Signature: _____ **Date:** _____

INSTRUCTIONS: The employee making challenge shall complete this form, sign and date it, and give it to his Supervisor who shall document his determination, sign and forward form to the Union Depot Railroad's Manager.

JOB BRIEFING FORM (Revised February 22, 2017)

Must be filled out before starting any work

Date:	Time:	Crew IDs:	Work Location:
Description of Work Assignment:			

Maximum Track Speed: 10 mph

For all OTS types: Where are we Clear? (Place of safety) _____

Nearest emergency care facility? _____

Call priority order: 1) Emergency Response Phone: 911 2) UDR Security Phone: 651-202-2717

On Track Safety provided by: Select one method below and complete its checklist.

- ☐ Working Limits established by Exclusive Track Occupancy:
 - ☐ Working limits are from: CP 5301 to CP 5304 on track(s) _____
 - ☐ Exclusive Track Occupancy is in effect from _____ to _____
 - ☐ Is supplemental protection necessary? ☐ Yes ☐ No
 - ☐ If Yes, describe supplemental protection. _____
- ☐ Working Limits established by Foul Time:
 - ☐ Working limits are from: CP 5301 to CP 5304 on track(s) _____
 - ☐ Foul time is in effect from _____ to _____
 - ☐ Is supplemental protection necessary? ☐ Yes ☐ No
 - ☐ If Yes, describe supplemental protection. _____
- ☐ Working Limits established by Train Coordination:
 - ☐ Train Coordination established with: (Name) _____
- ☐ Train Approach Warning (Watchman/Lookout):
 - ☐ A trained and equipped Watchmen is positioned in a place of safety. (Name) _____
 - ☐ Watchman can provide roadway workers warning time to clear to place of safety 15 seconds prior to train arrival.
 - ☐ A whistle/horn test been done.
- ☐ For Individual Train Detection (Lone Worker):
 - ☐ Conducted a On Track Safety Job Briefing with: (Name) _____
 - ☐ The site distance exceeds 220 Feet.
 - ☐ Lone Worker can provide themselves warning time to clear to place of safety 15 seconds prior to train arrival.
- ☐ Inaccessible Track: Select one of the following methods to make the track inaccessible.
 - ☐ A trained and equipped Flagmen with authority to hold trains: (Name) _____
 - ☐ A Switch or Derail lined and locked to prevent access to the inaccessible track.
 - ☐ A discontinuity of rail that prevents access to the inaccessible track.

Are there adjacent tracks? If yes, what is the additional protection: _____

Are all roadway work group members trained in UDR's OST plan? ☐ Yes ☐ No

Equipment hazards, clearances and speeds was discussed. ☐ Yes ☐ No ☐ N/A

Do all roadway work group members understand the work, safety concerns, OTS being provided, and there are no good faith challenges? ☐ Yes ☐ No

Employee in Charge of providing on track safety: _____

This form must be retained until the job is complete then submitted to the UDR for filing.

Attachment 3



Union Depot Railroad (UDR)

OPERATIONAL PLAN

Effective: June 9, 2018

Table of Contents

Introduction	1
Definitions	3
Timetable	5
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Signal System	7
Track Operations Diagram	8

THE UNION DEPOT RAILROAD INTRODUCTION

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

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

General Overview

The RCRRA is an agency that supports rail transportation in Ramsey County and the Twin Cities metropolitan area, by advancing major transit projects, including Union Depot in downtown St. Paul, implementation of light rail and commuter rail corridors, and high speed rail to Chicago.

In 2014, the RCRRA reestablished the Union Depot as the region's modern multimodal transit hub. The Depot is now a station stop for Amtrak and the termination of the Central Corridor Light Rail line. Intercity and local bus service, as well as pedestrian and bicycle users are also served by the depot. Final build out of the depot is planned to include high speed intercity passenger rail with connections to Chicago, Duluth, and Rochester.

The UDR comprises the trackage and signal infrastructure located within the RCRRA property limits of the Union Depot. The UDR infrastructure includes two tracks abutting a 1,300 foot long passenger platform as well as a 500 foot long track for switching of cars on the west side of the depot property and a 1,000 foot long track for car storage and switching on the east side of the depot property. The UDR also includes two electronic control points to operate the associated switches and signals for the depot trackage.

Dispatching of the two control points within the Depot property is performed by the BNSF Railway (BNSF). The St. Paul Union Depot tracks are part of the "UPRR Albert Lea Subdivision (0180)" within the "Twin Cities Area Timetable No. 5".

Coordination

Within a half-mile of the Depot, five percent (5%) of U.S. Freight Rail volume moves through Hoffman Avenue Interlocking. BNSF Railway (BNSF), Canadian Pacific Railway (CP) and Union Pacific Railroad (UP), all own and operate on track segments in the vicinity of the Depot under joint trackage agreements. Regional short line carriers, including the Twin Cities and Western Railroad operate on trackage rights in this area.

Due to the complexities of various corridors and the number of stakeholders involved, coordination and cooperation amongst these stakeholders is an important factor to operations. The following is a list of key stakeholders:

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

UDR Limits

The scope operations and maintenance services includes all railroad signal and track related equipment associated with the UDR generally located between Division Street Wye to the east and Jackson Street to the west including two electronic Control Points.

See UDR system diagram.

UDR Entity Type

All trains operating on the UDR are from other railroads. The UDR is considered a "track owner" by the FRA and not technically a "railroad" because the UDR does not operate trains.

DEFINITIONS (CGOR Sixth Edition – April 7,2010)

Terms in the Union Depot Railroad Operational Plan shall be as defined in the General Code of Operating Rules (GCOR) with commonly used terms as follows:

Absolute Block: A length of track that no train is permitted to enter while the track is occupied by another train.

Absolute Signal: A block or interlocking signal without a number plate, or designated by an A marker.

Block: A length of track:

- Between block signals.
- Between a block signal and the end of block signal system limits.

Block Signal: A fixed signal at the entrance of a block that governs trains entering and using that block.

Block System: A block or series of blocks within ABS, ACS, CTC or interlocking limits.

Centralized Traffic Control (CTC): A block system that uses block signal indications to authorize train movements.

Control Operator (Dispatcher): Employee assigned to operate a CTC or interlocking control machine or authorized to grant track permits.

Control Point: The location of absolute signals controlled by a control operator.

Controlled Siding: A siding within CTC or interlocking limits where a signal indication authorizes the sidings use.

Controlled Signal: An absolute signal controlled by a control operator.

Fixed Signal: A signal that is fixed to a location permanently and that indicates a condition affecting train movement.

Flagman: Any employee providing flag protection as outlined in Rule 6.19 (Flag Protection) and for other purposes as outlined in the rules.

Interlocking: Signal appliances that are interconnected so that each of their movements follows the other in a proper sequence. Interlockings may be operated manually or automatically.

Interlocking Limits: The tracks between the opposing absolute signals of an interlocking.

Interlocking Signals: The fixed signals of an interlocking that govern trains using interlocking limits.

Main Track: The fixed signals of an interlocking that govern trains using interlocking limits.

DEFINITIONS (CGOR Sixth Edition – April 7,2010)

Positive Train Control (PTC): A GPS-based safety technology capable of preventing train-to-train collisions, over-speed derailments, unauthorized incursion into work zones and train movement through switches left in the wrong position. PTC monitors and, if necessary, controls train movement in the event of human error. PTC may also bring trains to a safe stop in the event of a natural disaster. (not a GCOR definition)

Proceed Indication: Any block signal indication that allows a train to proceed without stopping.

Signal Aspect: The appearance of a fixed or cab signal.

Signal Indication: The action required by the signal aspect.

Special Instructions: Instructions contained in the timetable or other publication.

Station: A place designated by name in the timetable station column.

Switch Point Indicator: A light type indicator used during movement over certain switches to show that switch points fit properly.

Timetable: A publication with instructions on train, engine, or equipment movement. It also contains other essential information.

Track Bulletin: A notice of conditions affecting train movement. It may also authorize movement against the current of traffic where Rule 9.14 (Movement with the Current of Traffic) is in effect.

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

Train Coordination: Working limits established by a roadway worker through the use of a train's authority on a main track or other track where specific authority is required from a control operator or train dispatcher.

Working Limits: A segment of track within definite boundaries on which movements may be made only as permitted by the employee in charge. Boundaries may be established using mile posts, station signs, timetable locations, or clearly identifiable points.

Yard: A system of tracks, other than main tracks and sidings, used for making up trains, storing cars, and other purposes.

Yard Limits: A portion of main track designated by yard limit signs and timetable special instructions or a track bulletin.

TIMETABLE:

The St. Paul Union Depot tracks are part of the "UPRR Albert Lea Subdivision (0180)" within the "Twin Cities Area Timetable No. 5". Refer to the most current version of that timetable for instructions.

The UPRR time table instructions from the 11/14/2016 revision pertaining to the St. Paul Union Depot are as follows:

BNSF-CP Joint track between:

State St. and Robert St. Interlocking

St. Paul Union Depot (SPUD):

CTC applies on the St. Paul Union Depot tracks between Robert St. Interlocking and Seventh St. and between Robert St. and Division St.

Maximum Speed:

10 MPH for freight;

10 MPH for passenger.

CP locations:

CP 5301 MP 530.1;

CP 5304 MP 530.4;

CP 5305 MP 530.5.

Movements in either direction between Robert St. and the BNSF must be coordinated by the CP River train dispatcher and the BNSF East Hump train dispatcher. CP train dispatcher controls movements for the Robert St. Interlocking including to CP 5305 on the U.P. SPUD Main.

The BNSF East Hump train dispatcher controls movements on St. Paul Union Depot tracks 1, 2 and 3 to 7th Street (West leg of SPUD Wye) and Division St. (South leg of SPUD Wye). This includes CP 5301, CP 5304, and CP 5305.

The St. Paul Union Depot track that is not CTC is track three and the non-signaled tail track which operate as yard limits.

OPERATING RULES:

The Operating Rules for both CTC and yard Limits shall be defined by the most current version of the BNSF's System Special Instructions. The 2/1/15 version is attached for reference.

Aspects and Indications within CTC territory shall conform the latest version of the BNSF's Aspects and Indications table. The 4/1/15 version is attached for reference.

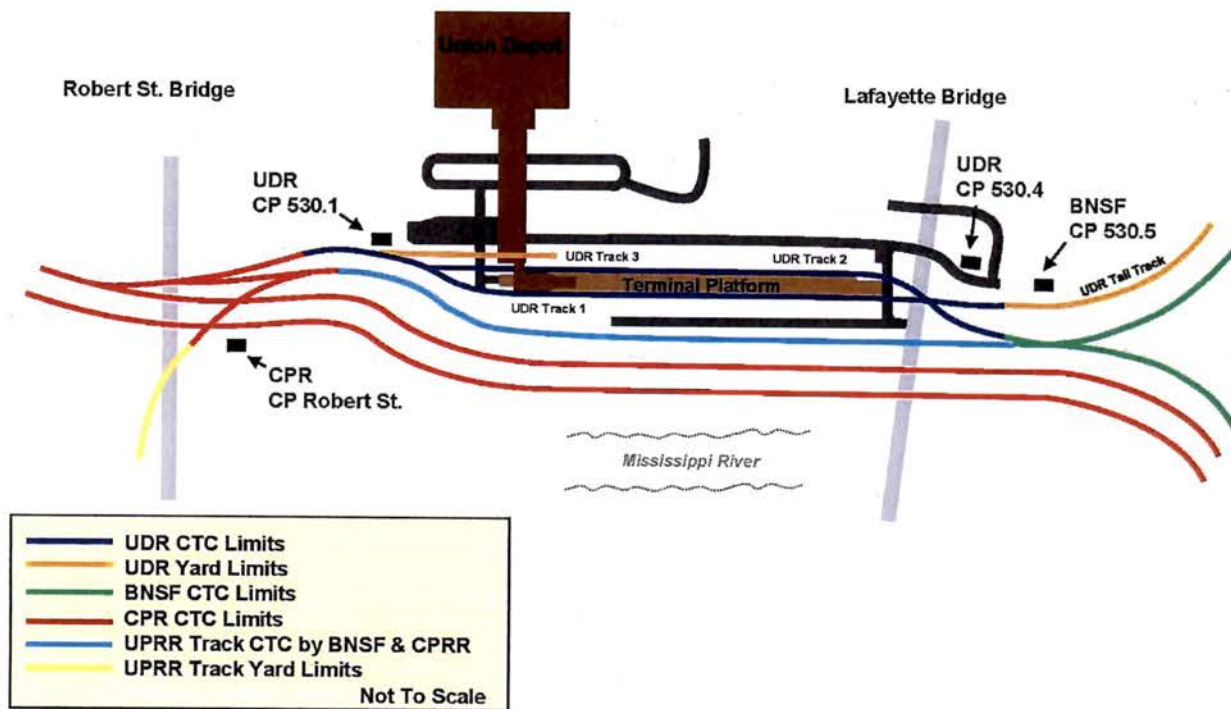
SIGNAL SYSTEM:

The existing CTC signal system is designed to BNSF standards and controlled by the BNSF dispatcher. Revisions or additions to this system shall conform to BNSF's Signal Design Standards as defined in their SES and the associated typical plans and software.

The existing CTC signal system's field components are designed to be "PTC Ready" in that most of the field components for PTC are already installed and programmed to accept a PTC overlay of this CTC system.

The RCRRA, Amtrak, UP, BNSF and CP have agreed to indefinitely defer PTC implementation within the UDR's territory (between CP 530.1 and CP530.4). They have instead agreed to submit a PTC Main Track Exemption Application (MTEA) to the FRA. The BNSF is proceeding with that application within their PTC implementation plan and the process is expected to be complete and approval granted in late 2018.

UDR TRACK OPERATIONS DIAGRAM



ATTACHMENT A



**Union Depot Railroad Track Operations and Maintenance Services
Work Scope
July 25, 2018**

I. Project Information

Ramsey County Regional Railroad Authority (RCRRA) is soliciting proposals from qualified firms (Contractor) to perform Track Operations and Maintenance Services (O&M Services) for the Union Depot Railroad (UDR).

The UDR consists of Class 1 track located within RCRRA property located approximately between Jackson Street (west end) and the Division Street Wye (east end) in downtown Saint Paul, MN. The track is to be maintained to a minimum of Class 3 Standards. Union Depot is a regional multimodal transit hub in downtown Saint Paul, Minnesota. Union Depot provides convenient links to multiple transit modes including:

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

If proposing on a prime and subcontractor basis, the prime Contractor must have an identified person as a single point of responsibility and must self-perform at least 51% of the work of the team.

A. Project Definition

The UDR track and roadbed improvements were completed in November, 2012 by Railworks Track. Track and roadbed inspection and maintenance services have also been provided by Railworks Track from 2012 to present. The contract with Railworks Track expires on 12/31/18 and the continuance of these services is being bid as part of this request for proposals for track

operations and maintenance services. The contract issued under this RFP will include track and roadbed inspection, maintenance and roadway worker protection services only.

The UDR's track system includes two passenger rail tracks adjacent to Platform 1, one tail track and one switching track, as shown on the Union Depot Track Plans (Record Drawings) (**Attachment 1**), which were placed in service in May 2014. The installation and commissioning of the track for revenue service was provided by Balfour Beatty Rail Inc. The UDR includes two control points. Operation and maintenance of the signal system associated with the two control points will be provided by others as part of a separate contract. Railworks Track observed the initial commissioning and has been providing track maintenance from commissioning to the present.

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

1. Initial contractor transition cost paid on a lump sum basis;
2. Routine inspection per FRA and Amtrak standards to be included as a flat monthly rate;
3. Repair and maintenance services, which will be paid on a time and material basis.
4. Materials shall be paid based upon supplier's invoices with a maximum 10% mark-up.

B. Geographic Limits

The scope of operations and maintenance services shall include all railroad track infrastructure (excepting signal related equipment associated with the two UDR control points) associated with the UDR generally located between Division Street Wye to the east and Jackson Street to the west. This is shown in the Record Drawings (**Attachment 1**). It is also defined in the UDR's Operational Plan (**Attachment 3**)

C. Stakeholder Coordination

Within a half-mile of the Union Depot, five percent (5%) of U.S. Freight Rail volume moves through Hoffman Ave. Interlocking. BNSF Railway (BNSF), Canadian Pacific Railway (CP) and Union Pacific Railroad (UP) all own and operate on track segments in the vicinity of the Union Depot under joint trackage agreements. Regional short line carriers, including the Twin Cities and Western Railroad operate on trackage rights in this area.

Due to the complexities of various corridors and the number of stakeholders involved, the Contractor is expected to identify, establish and maintain a working relationship with each. A positive working relationship with key stakeholders will be vital to the success of this project. RCRRA has identified numerous stakeholders that may be affected by railroad improvements. The Contractor will be expected to coordinate Track O&M Services Tasks at a minimum with the following key stakeholders:

- | | |
|---|---|
| • <u>RCRRA/UDR</u> | • <u>Amtrak</u> |
| • <u>BNSF Railway</u> | • <u>Canadian Pacific Railway</u> |
| • <u>Union Pacific Railroad Company</u> | • <u>Federal Railroad Administration (FRA)</u> |
| • <u>Twin Cities and Western Railroad Company</u> | • <u>Signal Inspection and Maintenance Contractor</u> |

D. RCRRA Background

RCRRA is an agency that supports rail transportation in Ramsey County and the Twin Cities metropolitan area, by advancing major transit projects, including Union Depot in downtown St. Paul, implementation of light rail and commuter rail corridors, and high speed intercity passenger rail to Chicago.

In 2014, the RCRRA reestablished the Union Depot as the region's modern multimodal transit hub. The Union Depot is now a station stop for Amtrak and the termination of the Green Line. Intercity and local bus service, as well as pedestrian and bicycle users are also served by the Union Depot. Final build out of the Union Depot is planned to include high speed intercity passenger rail with connections to Chicago, Duluth, and Rochester.

The UDR comprises the trackage and signal infrastructure located within the RCRRA property limits of the Union Depot. The UDR infrastructure includes two tracks abutting a 1,300 foot long passenger platform as well as a 500 foot long track for switching of cars on the west side of the depot property and a 1,120 foot long track for car storage and switching on the east side of the depot property. The UDR also includes two electronic control points to operate the associated switches and signals for the Union Depot trackage.

Dispatching of the two control points within the Union Depot property is performed by the BNSF. The St. Paul Union Depot tracks are part of the "UP Albert Lea Subdivision (0180)" within the "Twin Cities Area Timetable No. 5"

II. Scope of Services

A. GENERAL

1. *Project and Governance Structure*

UDR Track O&M Services Contract will be administered by the RCRRA. The Contractor will report to the RCRRA Program Coordinator and coordinate with other staff as necessary.

2. *Schedule and Budget*

Project services will be funded with local funds.

RCRRA intends to have this Contract awarded in 2018 with a NTP expected no later than 12/31/18. The period of performance is proposed to be 24 months with the possibility of additional service period extensions on an annual basis up to five years from the initial award.

B. TECHNICAL ELEMENTS

Part 1 – Description

1.1 General Description

A. Project Management and Coordination:

The selected Contractor will ensure timely completion of project tasks, and establishing and maintaining a positive working relationship with RCRRA staff and key stakeholders as identified in Section A.

- B. Under this contract, the Contractor shall provide inspection and maintenance of the UDR track system shown on the Track Record Drawings (**Attachment 1**). Maintenance work is categorized as:
 - 1. Initial contractor transition paid on a lump sum basis;
 - 2. Routine inspections in accordance with UDR and Amtrak track standards (included in the flat monthly rate);
 - 3. Repair and maintenance, which will be paid on time and material basis.
 - 4. Materials, which will be paid based upon supplier's invoices with a maximum 10% mark-up.

- C. Initial Contractor Transition: The Contractor shall coordinate the initial transition of the UDR trackage to assure that Railworks Track Inc. provides the spare parts inventory and inspection documentation so that the Contractor can take over the UDR track system no later than January 1, 2019.

- D. Routine Work: Contractor shall provide inspections to verify these systems, and components are in compliance with the specifications in Section 1.3 and with all applicable regulatory requirements. Regulatory requirements will be based upon the "Federal Railroad Administration Track and Rail and Infrastructure Integrity Compliance Manual Volume II, Chapter 1 Track Safety Standards" (**Attachment 5**) and "Amtrak Limits and Specifications for Track Safety, Maintenance and Construction MW 1000" (**Attachment 4**).
 - 1. All routine inspection labor and associated documentation shall be provided as part of the Contractor's flat monthly rate.
 - 2. All inspections shall be made and records maintained by the Contractor during the length of this contract.
 - 3. Routine inspection work shall include costs of the Contractor's personnel, travel, expenses, and any special equipment and assistance required to conduct inspections with complete documentation.
 - 4. Purchasing, receiving and storage of repair parts prior to incorporation into repair work.
 - 5. All work shall be coordinated with the UDR Engineer, the person or firm designated by RCRRA and charged with performing the supervisory functions designated herein for the UDR.

- E. Repair Work: Contractor shall provide equipment, materials, and labor on a time and materials basis to make necessary repairs to the trackbed, rail, special trackwork or related infrastructure on an as-needed basis.
 - 1. Work is anticipated to include but is not limited the following:
 - i. Equipment and utility locates;
 - ii. Response to track malfunctions and calls from UDR, BNSF or Amtrak indicating track or other track components not operating properly. These responses will be coordinated with the UDR signal system O&M Contractor.

2. Work shall include costs of the Contractor's personnel, travel, expenses, and any special equipment and assistance required to conduct repairs.
3. Work shall include all necessary labor and material to bring the track and track components into proper working condition.
4. Provide spare parts for either emergency replacement or inventory as directed by the RCRRA.
5. Contractor shall have a process in place to address trouble calls on a 24/7 basis.
6. Contractor shall be able to have pre-approved staff on site within 2 hours (preferred) and 8 hours (maximum) of a trouble call.
7. A summary of all non-routine trouble calls must be submitted to the UDR Engineer within 24 hours after the initial report of the incident.
8. All work shall be coordinated with the UDR Engineer.
9. Contractor shall provide a detailed estimate to the UDR Engineer for approval prior to beginning any non-emergency repairs.

1.2 Union Depot Railroad Operational Overview

- A. The UDR operates in coordination with the BNSF to provide dispatching, with contract firms to provide signal system maintenance (separate Contractor under UDR) and other roadway services (this contract).
- B. Amtrak, UP, CP, Twin Cities and Western Railroad, and the BNSF all operate trains on track adjacent to the UDR. No UP, CP, Twin Cities and Western Railroad, or BNSF trains operate on UDR track except for the CP Railway Holiday Train.
- C. Any reference herein to a dispatcher or central control authority is defined as the BNSF dispatcher for this territory.
- D. All contractors are required to follow the requirements of UDR's On-Track-Safety Plan (**Attachment 2**).
- E. All contractors are required to follow the requirements of UDR's Operational Plan, (**Attachment 3**).

1.3 Standards and Regulatory Requirements

- A. Standards – American Railway Engineering Maintenance of Way Association (AREMA) - Manual for Railway Engineering and Portfolio of Trackwork.
- B. Amtrak - Amtrak Limits and Specifications for Track Safety, Maintenance and Construction MW 100, Revision 4, March 1, 2013 (**Attachment 4**).
- C. Regulations - Federal Railroad Administration Track and Rail and Infrastructure Integrity Compliance Manual (**Attachment 5**).

1.4 Quality Assurance

- A. Inspection procedures shall be subject to the UDR Engineer's acceptance and shall comply with all Amtrak rules and regulations.

- B. Equipment of proper type, capacity, range, and accuracy shall be supplied by the Contractor to perform required inspections.
- C. Equipment used for inspection shall be in good working order and properly calibrated within 6 months of the date of the tests. This equipment shall have a sticker on it indicating its calibration date and the agency that performed the calibration.
- D. The UDR Engineer or their designee shall have the right to witness any or all inspections conducted. The UDR Engineer shall be notified at least 48 hours prior to each inspection. No new part of the track shall be placed in service without an authorized representative of the UDR Engineer or their designee being present and witnessing the installation.

1.5 Submittals

- A. Contractor shall provide resumes of key staff proposed to provide work for pre-approval. No staff changes are allowed without written approval by UDR.
- B. The following shall be submitted to the UDR Engineer for acceptance:
 - 1. An outline of the inspections to be performed and scheduled intervals (i.e. monthly, annual etc.) together with sample forms of inspection record forms.
- C. The results of each inspection as herein specified, shall be recorded and inspection result documentation shall be furnished to the UDR Engineer within two calendar days of completion of the test.

PART 2 - PRODUCTS

2.1 Replacement Parts and Materials

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

PART 3 - EXECUTION

3.1 Field Inspection Procedures

- A. All field inspection reports shall be dated and signed by the responsible employee of the Contractor or subcontractor on the day the test is performed. Space also shall be provided for the signature of the witnessing inspector.

- B. The report shall show the specific inspections performed, required criteria per Amtrak and the resulting performance of the track infrastructure relative to the criteria. The Contractor shall provide a summary memo for each inspection with proposed action items (if any) identified including estimated labor and material costs and schedule for work.
- C. All inspection, repair and maintenance work shall be scheduled to avoid or minimize operational impacts to the UDR and Amtrak. This may require overnight work or splitting work into multiple windows of activity.
- D. The UDR Engineer will make all final determinations as to the scope of the proposed repair work.

3.2 Field Inspections

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

3.3 Safety

- A. Contractors are required to meet or exceed the requirements of the UDR On Track Safety Plan (**Attachment 2**).
- B. Contractors whose safety plans are approved by the BNSF, CP, or the UP or who are compliant with E-Rail Safe are approved on the UDR.
- C. Contractor must have a drug and alcohol free workforce and must have a random drug and alcohol testing program in place to test safety sensitive employment positions. A summary of compliance must be submitted to UDR on a quarterly basis for the duration of the contract.

ATTACHMENT 1: UNION DEPOT TRACK PLANS

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

ATTACHMENT 2: ON-TRACK SAFETY PROGRAM

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

ATTACHMENT 3: UDR OPERATIONAL PLAN

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Contractors are referred to the UDR operational plan attached to this RFP for detailed information related to the procedures and requirements of the UDR. Contractors will be required to adhere to all of the conditions outlined on the UDR operational plan while performing duties associated with this contract.

**ATTACHMENT 4: AMTRAK: LIMITS AND SPECIFICATIONS FOR TRACK SAFETY,
MAINTENANCE AND CONSTRUCTION**

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

ATTACHMENT 5: FRA CRITERIA

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

Attachment B



Cost Proposal for Track Operations and Maintenance Services

Date: _____

Bidder

Firm: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Bidder Contact Information: _____

Items:

- | | | | |
|----|---|-------------|--------------------|
| 1. | Contractor Transition | Lump Sum | \$ _____ |
| 2. | Routine Inspections | Monthly Fee | \$ _____ |
| 3. | Rates for On-Call Services – use forms on following page. | | |
| | i. Hourly Billing Rates by specific staff, firm and task | | Provide Separately |
| | ii. Current audited hourly rates for staff | | Provide Separately |
| | iii. Current audited overhead rates for all firms | | Provide Separately |
| | iv. Estimate of reimbursable direct expenses & specify expenses | | Provide Separately |

SIGNATURE: _____

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

NAME:

TITLE:

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

Summary of Hourly Billing Rates

Staff Name / Classification	Hourly Billing Rate	Actual Raw Hourly Rate	Audited Overhead Rate	Fee*
Example Employee 1	\$ 86.18	\$ 35.00	128%	8%

** Not to Exceed 10%

Summary of Estimated Expenses

[illegible]

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Public Works

R2018-34

Committee: Regional Railroad Authority

Meeting Date: 8/7/2018

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

REQUESTED ACTION

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

EXECUTIVE SUMMARY

In 2014, the Ramsey County Regional Railroad Authority (RCRRA) completed the renovation and activation of the passenger track and platforms for Union Depot. This work included the installation of signal improvements at the Union Depot as well as on the adjacent freight railroads. The improvements have allowed for Union Depot to host daily Amtrak service and special trains from Canadian Pacific Railway, Union Pacific Railroad, BNSF Railway, Twin Cities and Western Railroad, Minnesota Transportation Museum, Friends of the 261 (North Pole Express).

In order to ensure that trains continue to safely serve Union Depot, the signal system must be maintained in accordance with Federal Railroad Administration (FRA) regulations. The freight railroads are responsible for this maintenance on signal systems on their property. The RCRRA is responsible for the maintenance on the Union Depot Railroad (UDR) property. The UDR consists of the track and signal systems located within RCRRA property located approximately between Jackson Street (west end) and the Division Street Wye (east end). In 2013, Railworks Signal was contracted with to provide the initial commissioning of the signal systems, FRA mandated inspections and its maintenance. The current contract expires January 31, 2019. RCRRA needs to issue a Request for Proposals for a continuation of the current services, with the new contract to commence on February 1, 2019.

FISCAL IMPACT

Funding is available in the 2019 Ramsey County Public Works operating budget.

COUNTY MANAGER COMMENTS

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

PREVIOUS ACTION

On September 24, 2013 the Ramsey County Regional Railroad Authority authorized the issuance of the Union Depot Railroad Signal Operations and Maintenance Request for proposals (Resolution R13-33).

Request for Proposals for Union Depot Railroad Signal Operation and Maintenance

ATTACHMENTS

1. Draft Resolution
2. Request for Proposals
3. Union Depot Railroad Signal Operations and Maintenance Services
Work Scope
4. Attachments 1-6

Draft Resolution

WHEREAS, The Union Depot welcomed the return of daily Amtrak service on May 7, 2014; and

WHEREAS, In addition to Amtrak service, special trains from Canadian Pacific Railway, Union Pacific Railroad, BNSF Railway, Twin Cities and Western Railroad, Minnesota Transportation Museum, Friends of the 261 and others have served the Union Depot; and

WHEREAS, These passenger trains need a well maintained signal system to ensure on-time performance and rider comfort; and

WHEREAS, Signal maintenance is subject to Federal Railroad Administration regulations; and

WHEREAS, The Ramsey County Regional Railroad Authority, through the Union Depot Railroad, is responsible for signal system maintenance on the Union Depot property which consists of signal systems located within the Ramsey County Railroad Authority property located approximately between Jackson Street (west end) and the Division Street Wye (east end); and

WHEREAS, The services of a contractor are required to complete the necessary signal system inspections and maintenance in accordance with Federal Railroad Administration regulations; Now, Therefore Be It

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



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

RFP #: RRA0000001385

RFP Title: Union Depot Signal Maintenance

First Time Solicitation: Yes

Send response to:
Ramsey County Procurement
4000 Metro Square
121 7th Place East
Saint Paul, MN 55101

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

Responses must be received by 2:00 p.m. Central time on September 13, 2018.

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

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

Solicitation Schedule

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

RFP Released: August 8, 2018
Pre Solicitation Response Conference: August 23, 2018 at 9 a.m.
Pre Solicitation Response Conference Location: Union Depot, 214 4th Street East, Saint Paul, MN 55101
Contractor Questions Due: August 28, 2018 at 4 p.m.
Addendum with Answers to Questions Issued: September 4, 2018
Solicitation Responses Due: September 13, 2018
Solicitation Public Opening: September 13, 2018
Notice of Interviews: Week of September 17, 2018
Interviews: Week of September 24, 2018
Notice of Intent to Award: October 1, 2018
Anticipated Contract Start Date: January 01, 2019

Solicitation Description

Professional services to perform rail signal system operations and maintenance services for the Union Depot Railroad

Pre Solicitation Response Conference

A non-mandatory pre solicitation response conference will be held at 9:00 am Central time, on August 23, 2018 at Gateway Room, 3rd Floor of Union Depot (elevator 3 to third floor) 214 4th Street East Saint Paul, MN 55101. The purpose of the conference is to discuss the work to be performed and allow Contractors to ask questions concerning the solicitation. Individuals needing an interpreter or individuals with a disability needing accommodation should contact the Procurement Specialist identified above prior to the date set for the pre solicitation response conference so that a reasonable accommodation can be made.

1. Project Information

1.1. Purpose

Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota ("RCRRA"), seeks proposals from qualified firms to perform railroad signal system operations and maintenance services for the Union Depot Railroad (UDR).

1.2. Background Information

The UDR signal system was placed into service in May, 2014. It includes two CTC interlocking control points as shown in Attachment 1 of Attachment A. The installation and commission of these control points was provided by Balfour Beatty Rail Inc. Railworks Signal observed the initial commissioning and has been providing signal test and maintenance from commission to the present.

1.3. Scope of Services

See attachment A.

1.4. Contractor Qualifications

1. Key employees of the Contractor engaged in the adjustment and testing of the various signaling systems shall be qualified and have had experience on an operating railroad in the type and level of signal installation and testing work as required in Attachment A.

2. The Contractors signaling forces shall work under the supervision and direction of an approved signal foreman. The Contractor's signal foreman shall oversee adjustment and testing of signal related work and shall coordinate signal work with related track construction work. The Contractor's signal foreman shall be on site whenever signal related work is in progress and whenever track construction work is in progress in the vicinity of existing wayside signaling equipment and/or cabling.

3. The Contractor's signal foreman shall direct and certify the successful completion of all tests on signaling equipment and systems. The Contractor's signal foreman is responsible to ensure that all applicable test documentation is completed.

4. The Contractor's proposed signal foreman shall demonstrate 10 years of experience in the philosophy, application, and testing requirements of the various signaling systems utilized in their project. The proposed signal foreman shall also demonstrate knowledge of the governing MnDOT and FRA regulations and procedures. This demonstration shall be by interview of the proposed signal foreman by the Engineering prior to commencement of any signaling related work. The Engineer's decision concerning the candidate's qualifications shall be final. The Contractor shall propose alternate personnel if the original candidate is found to be unacceptable. No signaling related work shall begin prior to the Contractors signal foreman having been approved by the Engineer.

5. All Contractor field personnel must receive safety training which shall include a thorough briefing in the rules of conduct in work areas where moving trains may be present.

6. Any Contractor personnel found to be acting in violation of rules and regulations will be barred from the work site.

1.5. Contract Term

1.5.1.

The term of the resulting Agreement is estimated to begin on January 01, 2019 and shall not exceed 5 years, including any renewal options.

1.5.1.1.

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

1.6. Costs

1.6.1.

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

1.6.2.

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

1.6.3.

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

1.7. Subcontractors

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

2. General Solicitation Standard Terms and Conditions

2.1. Solicitation Process

2.1.1.

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

2.1.2.

All communications during the solicitation process shall be directed to the solicitation contact assigned to the solicitation, as identified on the first page of this solicitation. Contractors shall not have contact with any other RCRRA or Ramsey County employees or elected officials at any time during the solicitation process. Violation of this provision shall disqualify the contractor from consideration.

2.1.3.

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

2.1.4.

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

2.2. Solicitation Questions

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

2.3. Pre Solicitation Response Conference

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

2.4. Solicitation Addenda

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

2.5. Collusion

Contractors shall not enter into an agreement, participate in any collusion, or otherwise take any action in restraint of free competition in connection with this solicitation or any contract which may result from its acceptance, including actions involving other contractors, competitors, RCRRA or Ramsey County employees or RCRRA or Ramsey County Board members. Evidence of such activity will result in rejection of the solicitation response.

2.6. Solicitation Response Format and Content

Contractors shall include the following forms and information in their solicitation responses. Responses should be a maximum of 20 pages, including attachments.

2.6.1.

Completed Solicitation Response Form, attached.

2.6.2.

Completed Contractor Information and Reference Form, attached.

2.6.3.

Description of the Contractor's cost.

2.6.4.

Description of the Contractor's overall approach or solution.

2.6.5.

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

2.6.6.

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

Key Project staff to be involved and their roles and responsibilities

Time commitment for each person
Timeline
Deliverables
RCRRA responsibilities, if different from the description contained in the solicitation

2.6.7.

A summary of claims brought against the proposer, subcontractors, and proposed project team members during the past five years related to their goods and/or services, including the date, description of the claim, and the resolution of the claim, on company letterhead. Even if there have been no claims, a statement must be provided.

2.6.8.

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

2.6.9.

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

2.6.10.

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

2.6.11.

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

2.7. Response Submission

Contractors must submit one original and 5 copy (ies) of the solicitation response in writing and unbound. The original shall be submitted in a sealed envelope, with the RFP Title and Number on the outside to the mailing address listed on the first page of this solicitation document. The requested copies shall be packaged together, in a separate sealed envelope, with the RFP Title and Number on the outside to the mailing address listed above. Proposal responses must be received no later than 2:00 P.M., Central time, on September 13, 2018. Faxed, emailed, and oral solicitation responses will not be considered. The Contractor's name will be read at public opening.

2.8.

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

Microsoft Office Suite (Office, Xcel, etc.) and Adobe PDF.

2.9. Solicitation Response

2.9.1.

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

2.9.2.

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

2.10. Conditioning Solicitation Responses Upon Other Awards Not Acceptable

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

2.11. Solicitation Response Mistakes

2.11.1.

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

2.11.2.

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

2.11.3.

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

2.12. Evaluation and Selection Process

2.12.1. Creation of Evaluation Team

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

2.12.2.

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

Evaluation Criteria and Maximum Points Value

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

100 Total Possible Points

2.12.3.

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

2.12.4.

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

2.12.5.

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

2.13. Selection

2.13.1.

RCRRA is not bound to accept the lowest cost.

2.13.2.

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

2.13.3.

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

2.14. Notice of Intent to Award

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

2.14.1.

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

2.14.2.

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

2.14.3.

Certificate of Insurance (COI)

2.14.4.

Attachment B

2.15. Public Notice

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

2.16. Trade Secret Information

2.16.1. Trade Secret Information Caution

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

2.16.2. No Contingency

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

2.16.3. Trade Secret Information Review

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

2.16.4. Notice of Request for Trade Secret Information

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

2.17. Only One Solicitation Response Received

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

3. General Contract/Agreement Terms and Conditions

3.1. Contract Term and Schedule

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

3.2. Payment

3.2.1.

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

3.2.2.

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

3.3. Application for Payments

3.3.1.

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

3.3.2.

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

3.3.3.

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

3.3.4.

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

3.3.5.

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

3.3.6.

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

3.3.7.

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

3.4. Independent Contractor

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

3.5. Successors, Subcontracting and Assignment

3.5.1.

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

3.5.2.

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

3.6. Compliance With Legal Requirements

3.6.1.

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

3.6.2.

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

3.7. Data Practices

3.7.1.

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

3.7.2.

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

3.8. Security

3.8.1.

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

3.8.2.

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

3.8.3.

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

3.8.4.

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

3.8.5.

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

3.9. Indemnification

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

3.10. Contractor's Insurance

3.10.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

3.10.2.

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

3.10.3.

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

3.10.3.1.

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

3.10.3.2.

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

3.10.4.

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

3.10.4.1.

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

3.10.4.2.

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

3.10.5.

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

3.10.6.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

3.10.7.

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

3.10.8.

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

3.10.9.

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

3.10.10.

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

3.10.11.

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

3.10.12.

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

3.10.13.

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

3.10.14.

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

3.11. Audit

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

3.12. Notices

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

RCRRA:

xxx

Contractor:

xxx

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

3.13. Non-Conforming Services

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

3.14. Setoff

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

3.15. Conflict of Interest

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

3.16. Respectful Workplace and Violence Prevention

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

3.17. Force Majeure

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

3.18. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of 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.

3.19. Termination

3.19.1.

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.

3.19.2.

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.

3.19.3.

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.

3.20. Interpretation of Agreement; Venue

3.20.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

3.20.2.

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

3.21. Warranty

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

3.22. Infringement

3.22.1.

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

3.22.2.

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

3.23. Debarment and Suspension

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

3.24. Diverse Workforce Inclusion

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

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

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

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

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

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

Additional assistance is available through jobconnectmn@ramseycounty.us or call 651-266-6042.

3.25. Alteration

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

3.26. Entire Agreement

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



RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

SOLICITATION RESPONSE FORM

Solicitation Number: RRA0000001385

Solicitation Title: Union Depot Signal Maintenance

The following shall be completed by the Contractor:

Contractor Company Name:

Acknowledgement and Number of Solicitation Addenda Received:

PLEASE READ THE FOLLOWING BEFORE COMPLETING THIS SOLICITATION RESPONSE FORM

The provisions of the solicitation document should be reviewed and understood before preparing a solicitation response. Unless the solicitation document provides otherwise, the solicitation response shall be the best price for all labor, equipment, materials and services for the project described in the solicitation document.

Max NTE Information:

Price for 5 Years of Signal Maintenance: \$ _____

ACKNOWLEDGEMENT

By signing below, I certify that I understand, agree, and bind the Contractor to the provisions contained in the solicitation document for the above Solicitation Number, including the General Solicitation Terms and Conditions and the General Contract/Agreement Terms and Conditions and that I am authorized to submit this solicitation response on behalf of the Contractor.

COLLUSION

By signing below, I certify that this solicitation response has been prepared without any collusion with other contractors, competitors, RCRRA employees, Ramsey County employees or RCRRA or Ramsey County Board members and without taking any other action which will restrict competition or constitute fraud or collusion.

Name and Title of Authorized Contractor Representative:

Signature:

Date:

Solicitation Number: RRA0000001385

Solicitation Title: Union Depot Signal Maintenance



RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

CONTRACTOR INFORMATION AND REFERENCE FORM

Ramsey County Regional Railroad Authority requires completion of this form for this solicitation. Failure to submit this completed form with the solicitation response will result in rejection of the Contractor's solicitation response.

Company Information:

1. Contractor Name (as on file with the MN Secretary of State's Office, if applicable):
2. Name of CEO or Company President:
3. FEIN / Contractor Tax ID Number:
4. Minnesota Business Licenses Filing Number:
5. Local Telephone Number:
6. Toll Free Telephone Number:
7. Fax Number:
8. Email Address:
9. Address:
10. City:
11. State:
12. Zip Code:
13. Is your company a Certified Small Business Enterprise ("CERT SBE")?
14. If yes, what is your CERT SBE#?

Solicitation Response Contact:

1. Name and Title of the person to contact for questions concerning this solicitation response:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

Contract Mailing Address (if different from Company Information):

1. Contact Name and Title:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

Reference Requirements: Provide a minimum of three (3) references for work completed within the last five (5) years that is similar to what is requested in this solicitation.

1. First Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

2. Second Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

3. Third Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

Name and Title of Authorized Contractor Representative:

Signature:

Date:



RCRRA & RAMSEY COUNTY

NO SOLICITATION RESPONSE FORM

RCRRA and Ramsey County strive to conduct all solicitations in an open, fair, and transparent manner. If you have selected to not participate in this solicitation, the Procurement Office is asking you to complete this form and return it via e-mail to the appropriate Procurement Specialist.

- ☐ 1. We did not feel we could be competitive.
- ☐ 2. We do not furnish the supplies, equipment materials or services requested.
- ☐ 3. Insufficient time to respond.
- ☐ 4. We did not have sufficient staffing to complete the solicitation response.
- ☐ 5. Not interested.
- ☐ 6. Other (350 character limit):

Contractor Name (as on file with the MN Secretary of State's Office, if applicable):

Name of CEO or Company President:

Local Telephone Number:

Toll Free Telephone Number:

Fax Number:

Email Address:

Address:

City:

State:

Zip Code:

Name and Title of Authorized Contractor Representative:

Signature:

Date:

ATTACHMENT A



**Union Depot Railroad Signal Operations and Maintenance Services
Work Scope
July 25, 2018**

I. Project Information

Ramsey County Regional Railroad Authority (RCRRA) is soliciting proposals from qualified firms (Contractor) to perform Rail Signal System Operations and Maintenance Services (O&M Services) for the Union Depot Railroad (UDR).

The UDR consists of Class 1 track located within RCRRA property located approximately between Jackson Street (west end) and the Division Street Wye (east end) in downtown, Saint Paul, MN. The track is to be maintained to a minimum of FRA Class 3 Standards. Union Depot is a regional multimodal transit hub in downtown Saint Paul, Minnesota. Union Depot provides convenient links to multiple transit modes including:

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

If proposing on a prime and subcontractor basis, the prime Contractor must have an identified person as a single point of responsibility and must self-perform at least 51% of the work of the team.

A. Project Definition

The UDR track and roadbed improvements were completed in November, 2012 by Railworks Track. Track and roadbed inspection and maintenance have also been provided by Railworks Track from 2012 to present. The contract with Railworks Signal expires on 12/31/18 and the

continuance of these services is being bid as part of this request for proposals for signal operations and maintenance services. The contract issued under this RFP will include signal inspection and maintenance services only.

The UDR's signal system includes two (2) CTC electronic interlocking Control Points as shown in Railroad Signal Record Drawings (**Attachment 1**) which were placed in service in May 2014. The installation and commissioning of these Control Points was provided by Balfour Beatty Rail Inc. Railworks Signal observed the initial commissioning and has been providing signal test and maintenance from commissioning to the present.

The Contractor shall provide inspection and maintenance of the UDR signal system shown on the Railroad Signal Record Drawings included with this RFP. Inspection and maintenance work is categorized as:

1. Initial contractor transition cost paid on a lump sum basis;
2. Routine inspection and testing per FRA and Amtrak standards to be included in the flat monthly rate;
3. Repair and maintenance services which will be paid on a time and material basis.
4. Materials shall be paid based upon supplier's invoices with a maximum 10% handling mark-up.

B. Geographic Limits

The scope of the operations and maintenance services shall include all railroad signal related equipment associated with the UDR. This is bounded by the UDR's two CTC control points (5301 and 5304) and the UDR's yard limits territory (track 3 and the tail track). This is shown in the Railroad Signal Record Drawings , **Attachment 1**. It is also defined and in the UDR's Operational Plan, **Attachment 3**.

C. Stakeholder Coordination

Within a half-mile of the Union Depot, five percent (5%) of U.S. Freight Rail volume moves through Hoffman Ave. Interlocking. BNSF Railway (BNSF), Canadian Pacific Railway (CP) and Union Pacific Railroad (UP), all own and operate on track segments in the vicinity of the Union Depot under joint trackage agreements. Regional short line carriers, including the Twin Cities and Western Railroad operate on trackage rights in this area.

Due to the complexities of various corridors and the number of stakeholders involved, the Contractor is expected to identify, establish and maintain a working relationship with each. A positive working relationship with key stakeholders will be vital to the success of this project. RCRRA has identified numerous stakeholders that may be affected by railroad improvements. The Contractor will be expected to coordinate Rail Signal System O&M Services Tasks, at a minimum, with the following key stakeholders:

- | | |
|---|--|
| • <u>RCRRA/UDR</u> | • <u>Amtrak</u> |
| • <u>BNSF Railway</u> | • <u>Canadian Pacific Railway</u> |
| • <u>Union Pacific Railroad Company</u> | • <u>Federal Railroad Administration (FRA)</u> |
| • <u>Twin Cities and Western Railroad Company</u> | • <u>Track and Roadbed Inspection and Maintenance Contractor</u> |

D. RCRRA Background

RCRRA is an agency that supports rail transportation in Ramsey County and the Twin Cities metropolitan area, by advancing major transit projects, including Union Depot in downtown St. Paul, implementation of light rail and commuter rail corridors, and high speed intercity passenger rail to Chicago

In 2014, the RCRRA reestablished the Union Depot as the region's modern multimodal transit hub. The Union Depot is now a station stop for Amtrak and the termination of the Green Line Light Rail line. Intercity and local bus service, as well as pedestrian and bicycle users are also served by the Union Depot. Final build out of the Union Depot is planned to include high speed intercity passenger rail with connections to Chicago, Duluth, and Rochester.

The UDR comprises the trackage and signal infrastructure located within the RCRRA property limits of the Union Depot. The UDR infrastructure includes two tracks abutting a 1,300 foot long passenger platform as well as a 500 foot long track for switching of cars on the west side of the Union Depot property and a 1,120 foot long track for car storage and switching on the east side of the Union Depot property. The UDR also includes two electronic control points to operate the associated switches and signals for the Union Depot trackage.

Dispatching of the two control points within the Union Depot property is performed by the BNSF. The St. Paul Union Depot tracks are part of the "UPRR Albert Lea Subdivision (0180)" within the "Twin Cities Area Timetable No. 5".

II. Scope of Services

A. GENERAL

1. *Project and Governance Structure*

UDR Signal O&M Services Contract will be administered by RCRRA. The Contractor will report to the RCRRA Program Coordinator and coordinate with other staff as necessary.

2. *Schedule and Budget*

Project services will be funded with local funds.

B. TECHNICAL ELEMENTS

PART 1 – DESCRIPTION

1.1 General Description

A. Project Management and Coordination:

The selected Contractor will ensure timely completion of project tasks, and establishing and maintaining a positive working relationship with RCRRA staff and key stakeholders as identified in Section A.

- B. Under this contract, the Contractor shall provide maintenance of the UDR signal system shown on the Railroad Signal Record Drawings (**Attachment 1**). Maintenance work is categorized as:
1. Initial contractor transition paid on a lump sum basis;
 2. Routine inspection and testing which will be included in the flat monthly rate;
 3. Repair which will be paid on time and material basis;
 4. Materials which will be paid based upon supplier's invoices with a maximum 10% handling mark-up.
- C. Initial Contractor Transition: The Contractor shall coordinate the initial contractor transition of the UDR signal system to assure that Railworks Signal Inc. (Current Contractor) provides the testing and inspection reports documentation and turns over the spare parts inventory so that the Contractor can take over the UDR signal system no later than January 1, 2019.
- D. Routine Work: Contractor shall provide tests and inspections to verify these systems, subsystems, assemblies, subassemblies, and components are in compliance with the specifications in Section 1.3 and with all applicable regulatory requirements.
1. Any adjustments and regular maintenance necessary shall be provided as part of the Contractor's flat monthly rate.
 2. All regulatory compliance tests and inspections shall be made and records maintained by the Contractor during the length of this contract.
 3. Work shall include costs of the Contractor's personnel, travel, expenses, and any special equipment and assistance required to conduct all tests with complete documentation.
 4. In the event that the system does not meet requirements, not arising from equipment failure, necessary corrections and retesting shall be made by the contractor, at no additional cost to RCRRA.
 5. Work shall include all necessary test-purpose disconnecting and reconnecting.
 6. Maintaining inventory record of the spare parts
 7. Purchasing, receiving and storage of replenishment of spare parts inventory.
 8. All work shall be coordinated with the UDR Engineer, the person or the firm designated by RCRRA charged with performing the supervisory functions designated herein for the UDR.
- E. Repair Work: Contractor shall provide equipment, materials, and labor on a time and materials basis to make necessary repairs to the signal system on an as-needed basis.
- a. Any adjustments and regular maintenance necessary shall be provided as part of the Contractor's flat monthly rate.
 - b. Work is anticipated to include but is not limited the following:
 - i. Equipment and utility locates;
 - ii. Response to system malfunctions and calls from BNSF indicating switches or other system components not operating;
 - iii. Coordination of future improvements to Class 1 signal systems and potential changes by UP, CP or BNSF resulting in changes to Union Depot system.
 - c. Work shall include costs of the Contractor's personnel, travel, expenses, and any special equipment and assistance required to conduct repairs.

- d. Work shall include all necessary disconnecting, reconnecting, and re-commissioning.
- e. Provide spare parts for either emergency replacement or inventory as directed by the RCRRA.
- f. Contractor shall have a process in place to address trouble calls on a 24/7 basis.
- g. Contractor shall be able to have pre-approved staff on site within 2 hours (preferred) and 8 hours (maximum) of a trouble call.
- h. A summary of all non-routine trouble calls must be submitted to the UDR Engineer within 24 hours after the initial report of the incident.
- i. All work shall be coordinated with the UDR Engineer or his designee.
- j. Contractor shall provide a detailed estimate to the UDR Engineer for approval prior to beginning any non-emergency repair.

1.2 Union Depot Railroad Operational Overview

- A. The UDR operates in coordination with the BNSF to provide dispatching, with contract firms to provide signal maintenance (this Contract) and track maintenance (separate contract).
- B. Amtrak, UP, CP, Twin Cities and Western Railroad and the BNSF all operate trains on track adjacent to the UDR. No UP, CP, Twin Cities and Western Railroad or BNSF trains operate on UDR track except for the CP Railway Holiday Train.
- C. Any reference herein to a dispatcher or central control authority is defined as the BNSF dispatcher for this territory.
- D. All contractors are required to follow the requirements of UDR's On-Track-Safety Plan, **Attachment 2**.
- E. All contractors are required to follow the requirements of UDR's Operational Plan, **Attachment 3**.

1.3 Standards and Regulatory Requirements

- A. Standards: American Railway Engineering and Maintenance of Way Association (AREMA) Signal Manual.
- B. Regulations: Code of Federal Regulations, Title 49, Parts 234 and 236.
- C. Amtrak: Limits and Specifications for Track Safety, Maintenance and Construction MW 1000 Revision 4, March 1, 2013 (**Attachment 4**)

1.4 Quality Assurance

- A. Test and inspection procedures shall be subject to the UDR Engineer's acceptance and shall comply with all FRA rules and regulations.
- B. Test equipment of proper type, capacity, range, and accuracy shall be supplied by the Contractor to perform required tests and inspections.

- C. Test equipment used shall be in good working order and properly calibrated within 6 months of the date of the tests. This equipment shall have a sticker on it indicating its calibration date and the agency that performed the calibration.
- D. The UDR Engineer or their designee shall have the right to witness any or all field tests conducted. The UDR Engineer shall be notified at least 48 hours prior to each field test. No new part of the signal system shall be placed in service without an authorized representative of the UDR Engineer or their designee being present and witnessing the in-service tests.
- E. The work shall include all tests required to ensure proper and safe operation of all systems and subsystems and to prove the adequacy and acceptability of the total installation specified herein.

1.5 Submittals

- A. Contractor shall provide resumes of key staff proposed to provide work for pre-approval. No staff changes are allowed without written approval by UDR.
- B. The following shall be submitted to the UDR Engineer for acceptance:
 - 1. An outline of the tests to be performed on each type of component or unit, together with sample forms of test record forms and cards as hereinafter specified.
 - 2. The numbers of each type of component or unit to be tested to demonstrate adequacy of design and quality control.
- C. The results of each test as herein specified, shall be recorded and this test result documentation shall be furnished to the UDR Engineer within two calendar days of completion of the test. Certified test results shall also be furnished for tests performed by any subcontractors when such tests are required within these Specifications.
- D. Where required in this section, submit test results on completed UDR test record forms (**Attachment 5**).
- E. Test reports shall document the calibration date of each instrument used during the test. Calibration of each instrument shall be certified by a recognized testing facility. Instruments with out of date calibrations will be considered non-certified. Tests conducted with noncertified instruments will be rejected.
- F. Any additional tests required by the Contractor to ensure the safe operation of the system shall be submitted to the UDR Engineer.

PART 2 - PRODUCTS

2.1 Site Test Equipment and Materials

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

2.2 Temporary Test Materials

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

2.3 Spare Parts Inventory Management

Contractor shall provide spare parts as directed by the UDR (**Attachment 6**). The UDR Engineer will provide an order list and the Contractor shall review and offer their own recommendations. A preliminary draft of the order list is included with this RFP for Contractor's information purposes (**Attachment 6**). Quotes shall be provided and approved prior to placing any orders. Upon approval of proposed inventory by UDR, the Contractor shall procure and organize storage of materials at locations on site to be provided by the UDR. Costs to provide the spare parts and additional fencing, cabinetry or other storage appurtenances shall be paid on a time and material basis as part of the repair bid item. All labor costs associated with ongoing inventory control shall be included as part of the routine work flat monthly rate bid item. Proposed fees associated with this RFP should NOT include any costs for materials associated with the creation of a spare parts inventory.

PART 3 - EXECUTION

3.1 Field Test Procedures

- A. The field tests performed shall cause each installed system and subsystem to be sequenced through its required operations, including the imposition of simulated conditions, to demonstrate that the installation complies with all specified fail-safe design requirements and operational functions.
- B. The quality of installation shall be demonstrated by field tests for continuity, insulation resistance, resistance of ground connections, circuit breakdown, visual inspection and any other tests required under Section 1.3.
- C. The Contractor's test procedures shall consist of preprinted data sheets or inspection. When completed by the field test personnel and checked for accuracy and completeness, the sheet shall be submitted as the test report.
- D. When tests require specific meter or test instrument readings, the preprinted data sheet shall show the allowable range of values, for each part of the test. The test report shall also contain a check off system for each action and a blank space adjacent to the expected value in which to record the test readings.

- E. All test reports shall be dated and signed by the responsible employee of the Contractor or subcontractor on the day the test is performed. Space also shall be provided for the signature of the witnessing inspector.
- F. The report shall show the specific test instruments used on each test, with instruments identified by name, type, serial number, and calibration due date.
- G. The UDR Engineer will make all final determinations as to whether only a part, or the whole test, shall be rerun when any specific field test does not meet the requirements specified for the test.

3.2 Field Tests and Inspection

- A. The following provides test process detail to place these various systems in service. Routine inspections and tests are a subset of this providing in conformity to the applicable FRA regulations and AREMA Standards.
- B. General field tests shall be performed and include the following:
 - 1. Ground verification test.
 - 2. Dielectric Breakdown test of all vital circuitry.
 - 3. Wiring verification of all non-vital circuitry.
 - 4. Vital function tests.
 - 5. Operating tests.
 - 6. All applicable tests recommended by AREMA Signal Manual Part 2.4.1 (Recommended Instructions for Inspection and Test of Signal Installations Before Placing in Service), where the AREMA inspections and tests do not conflict with the requirements of these Specifications.
 - 7. All applicable tests as required to ensure systems comply with CFR 49, Parts 234 and 236.
- C. Specific Field Tests
 - 1. Grounds
 - a. Ground resistance shall be tested and recorded.
 - b. All low voltage DC circuits shall be tested to verify that they are not grounded in conformance to FRA 236.107.
 - c. Contractor shall record test results on the form SPUD 236.107 and submit this completed form to the UDR Engineer in order to obtain acceptance of this test requirement.

2. Insulation Resistance Tests

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

3. Vital Relays

- a. All DC vital relays shall be tested for pick-up and drop-away values. These values shall be in accordance with field requirement values stated in Table I of AREMA Signal Manual, Part 6.4.1
- b. Contractor shall perform all tests required to complete the form UDR 236.106.
- c. These tests shall be performed at the housing locations after the housing has been set.
- d. Contractor shall record test results on the form UDR 236.106 (**Attachment 5**) and submit this completed form to the UDR Engineer in order to obtain acceptance of this test requirement.

4. Energy Distribution

- a. Energy-Off Tests: With all power to the Signal Instrument House, shelter or wayside case off, the following checks and tests shall be performed. These tests shall include:
 - (1) Removing all fuses.
 - (2) Verifying that circuit breaker size compares to that of Railroad Signal Record Drawings (**Attachment 1**).
 - (3) Comparing wire gages with those called for on the Contract Drawings. All discrepancies in wire sizes shall be replaced with the proper size wire.
 - (4) During energy distribution breakdown, a wire count on each terminal, relay contact, etc. shall be taken to ensure that only the number of wires called for on the Railroad Signal Record Drawings **Attachment 1**) is present at each terminal, relay contact, etc. Any discrepancies found shall be corrected and additional wires, if found, shall be removed.

- (5) Verify proper system voltage for each power supply, AC and DC.
- (6) Verify all power supplies for correct setting quantities.
- (7) Verify that no cross, shorts, or grounds exist.
- (8) Tags shall be verified for proper nomenclature and terminal location.

5. Breakdown of Control Circuits

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

6. Electric Switch and Lock Movements

- a. Continuity check of field wires to switch-and-lock movements to verify proper nomenclature in junction boxes and switch circuit controllers.
- b. Adjust throw bar so that proper tension is placed on switch points in both directions.
- c. Manually operate switch machine normal and adjust lock rods and point detector rods to allow switch machine to lock up with no obstruction. Repeat above for switch machine in reverse position.
- d. Turn on switch machine power and call switch machine normal and observe in field that switch machine corresponds to position called, and observe in wayside instrument housing that proper switch correspondence relay is energized.
- e. With switch machine called normal, check gaps on circuit controller contacts to see that they meet equipment specifications. Operate machine reverse and repeat.
- f. Break down each contact in switch circuit controller and observe that proper switch correspondence relay drops. Repeat this procedure for both positions of the switch.
- g. Place ammeter in series with motor control energy and adjust clutch such that it causes overload relay to pick up in less than ten seconds with 1/4-inch obstruction in switch point. Record current reading. Repeat for opposite position.
- h. Place switch and lock movement in "hand" operation and observe switch mechanism cannot be operated by power. Place back in "motor" and verify that switch mechanism can be powered.

- i. Operate switch, then shunt detector track circuit and observe that switch machine is stopped in middle of stroke and not allowed to complete movement. Remove shunt and verify switch completes movement.
 - j. Contractor shall record test results on the form UDR 236.103 (**Attachment 5**) and submit this completed form the UDR Engineer in order to obtain acceptance of this test requirement.
7. Signal Layouts: Tests shall be performed on all signal layouts. These tests shall include the following:
- a. Continuity check of field wires and verification of all nomenclature.
 - b. Apply energy to signal lighting circuits and adjust all lamp voltages to 10 percent less than the lamp rating.
 - c. Sight signals for maximum visibility.
 - d. Check that light-out feature, where used, complies with FRA 236.23(f).
8. Line Circuits: The purpose of this test procedure shall be to verify the integrity of line circuits between wayside instrument locations. These tests shall include the following:
- a. All nomenclature shall be verified and line circuits tested for continuity.
 - b. Each repeater relay shall be tested to determine that it follows all the proper track relays de-energized in the signal shelters.
 - c. With an established direction of traffic, the controlled signal governing entrance to that particular route shall be put to stop. Traffic in the opposite direction shall not be established until a predetermined time has passed. This predetermined time shall be as indicated on the accepted plans. It shall be ascertained that time locking is effective for this test.
9. Interlocking and Control Point Tests
- a. A detailed list of the tests and complete test procedures shall be submitted to the UDR Engineer for acceptance to establish safe and proper operation of interlockings. The test sequence shall be designed to test each function for correct performance in accordance with these Specifications and the accepted plans. Furthermore, the test sequence shall include simulated unusual conditions to determine that the interlocking circuits will respond in a safe and desirable way.
 - b. The functions to be tested shall include the following:
 - (1) Time locking.
 - (2) Route locking.

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

c. Time tests shall be as follows:

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

- d. Contractor shall record test results on the forms UDR 236.106F, UDR 236.109, and UDR 236.376 (**Attachment 5**). Submit these completed forms to the UDR Engineer in order to obtain acceptance of these test requirement.

10. Control Office to Wayside Interface

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

- (1) Controls from Supervisory Control Console
 - (a) Control of switch machines.
 - (b) Lining of routes.
- (2) Indications to Supervisory Control Console
 - (a) Switch machine positions.
 - (b) Track circuit occupancy.
 - (c) Signal indications.
 - (d) Power-off and alarm indications.

- (3) All design changes found necessary to obtain proper operation shall be submitted to the UDR Engineer for acceptance.

11. Local Panel Test

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

12. Switch Circuit Controllers

- (a) Each switch circuit controller shall be tested to verify wiring, mechanical connectors, point obstruction and point detection in accordance with AREMA Signal Manual Part 12.5.1.
- (b) Contractor shall record test results on the form UDR 236.103 (**Attachment 5**) and submit this completed form to the UDR Engineer in order to obtain acceptance of this test requirement.

13. Track Circuits

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

14. Insulated joints

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

3.3 Safety

- A. Contractors are required to meet or exceed the requirements of the UDR On Track Safety Plan (**Attachment 2**).
- B. Contractors whose safety plans are approved by the BNSF, CP, or the UP or who are compliant with E-Rail Safe are approved on the UDR.
- C. Contractor must have a drug and alcohol free workforce and must have a random drug and alcohol testing program in place to test safety sensitive employment positions. A summary of compliance must be submitted to UDR on a quarterly basis for the duration of the contract.

ATTACHMENT 1: RAILROAD SIGNAL RECORD DRAWINGS

Contractors are referred to Railroad Signal Record Drawings for 5301 and 5304 attached to this RFP for detailed information related to the signal system and track infrastructure included in the operations and maintenance scope of services.

ATTACHMENT 2: ON-TRACK SAFETY PROGRAM

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

ATTACHMENT 3: UDR OPERATIONAL PLAN

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Contractors are referred to the UDR Operational Plan attached to this RFP for detailed information related to the procedures and requirements of the UDR. Contractors will be required to adhere to all of the conditions outlined in the UDR Operational Plan while performing duties associated with this contract.

**ATTACHMENT 4: AMTRAK: LIMITS AND SPECIFICATIONS FOR TRACK SAFETY,
MAINTENANCE AND CONSTRUCTION**

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

ATTACHMENT 5: TEST FORMS

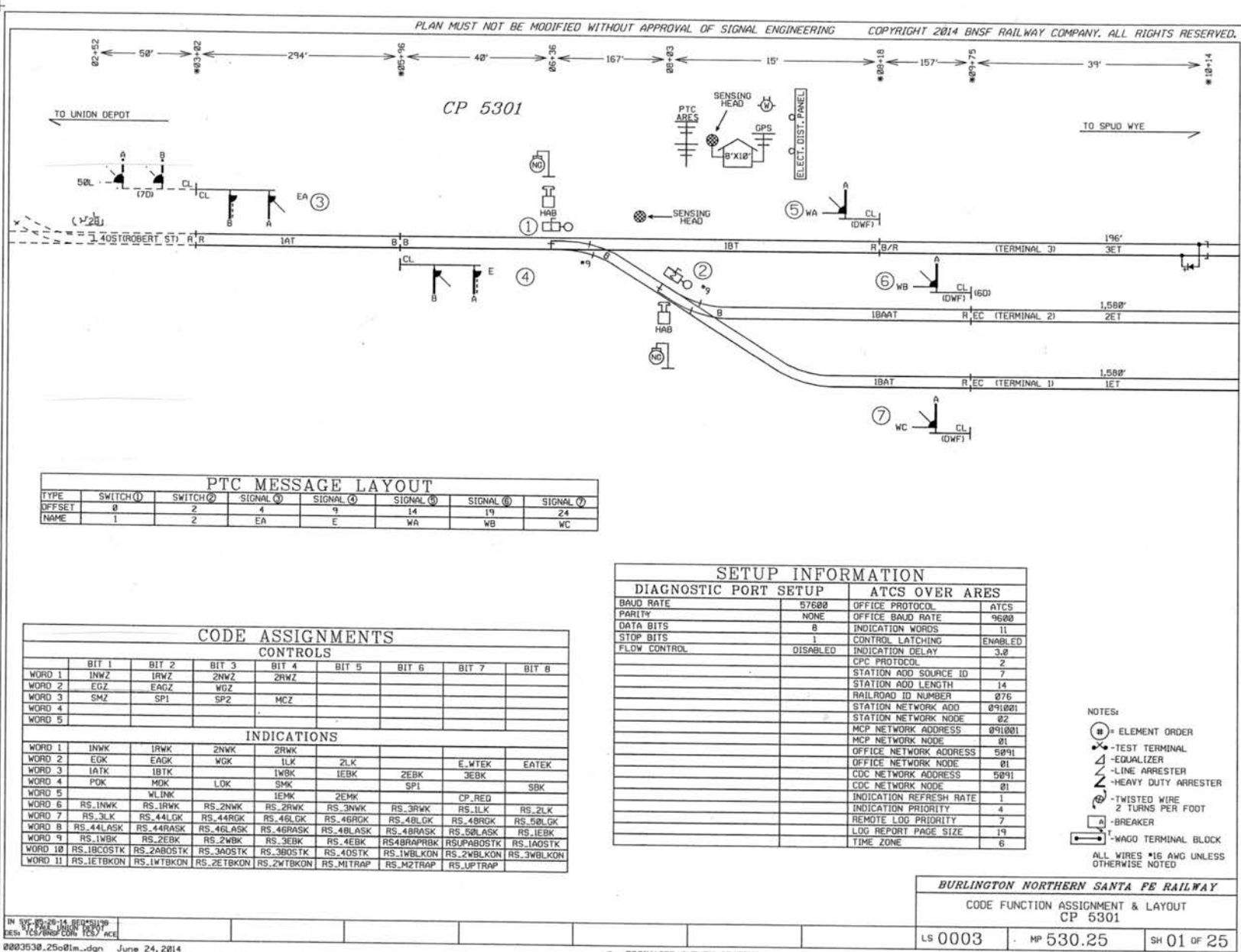
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Contractors are referred to the Test Forms attached to this RFP for detailed examples of the proposed forms that will be part of the routine maintenance activities associated with this contract.

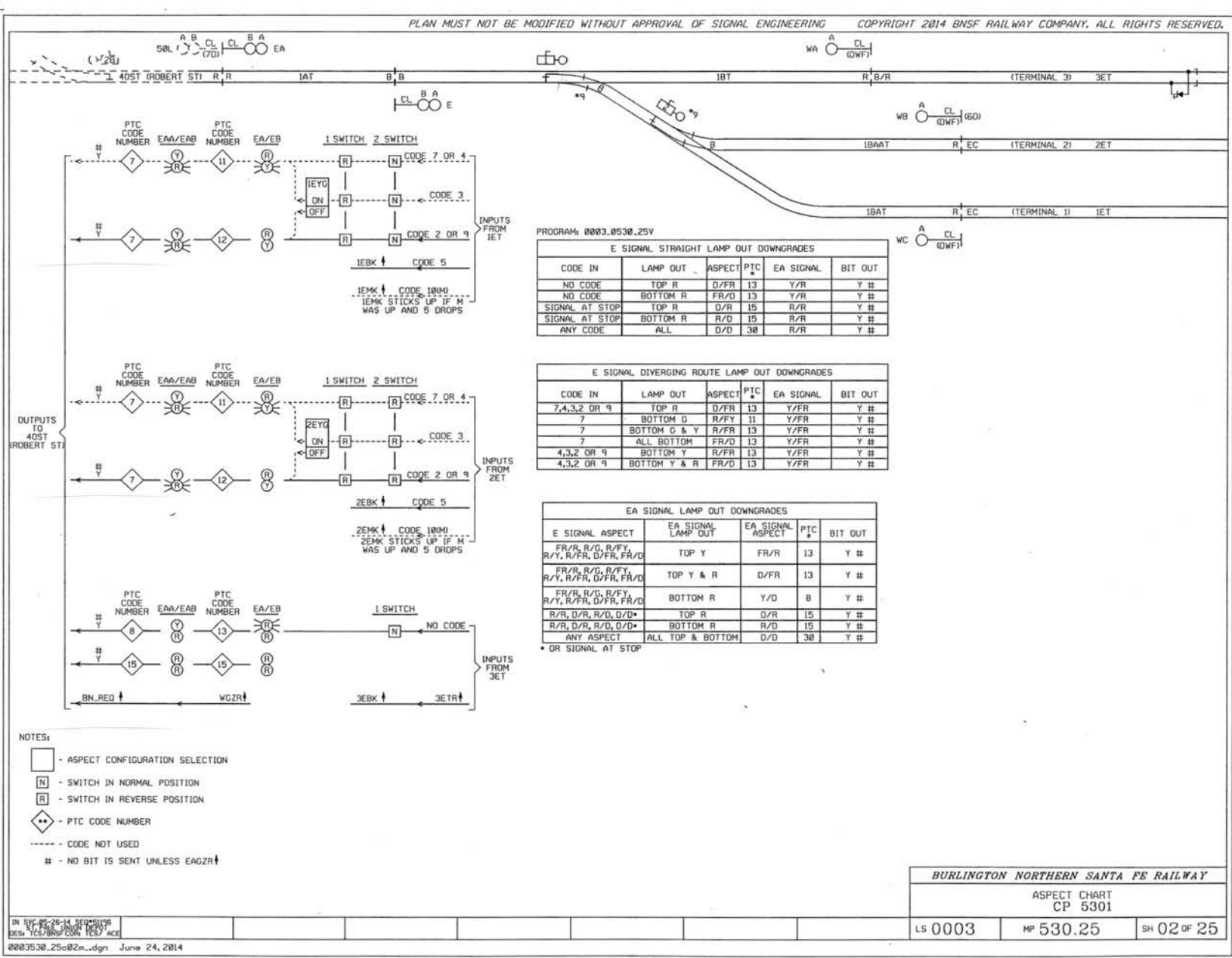
ATTACHMENT 6: SPARE PARTS INVENTORY

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

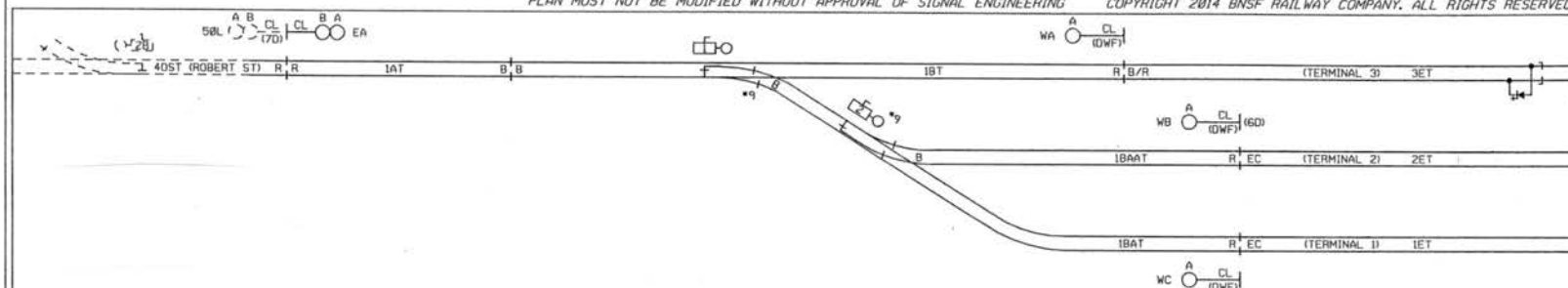
Contractors shall not include material costs in their bids for spare parts management. Costs to acquire **materials will be paid** based upon actual costs from suppliers with a maximum 10% handling mark-up.



Attachment 1



PLAN MUST NOT BE MODIFIED WITHOUT APPROVAL OF SIGNAL ENGINEERING COPYRIGHT 2014 BNSF RAILWAY COMPANY. ALL RIGHTS RESERVED.



PROGRAM: 0003_0530_25V

WB & WC SIGNALS LAMP OUT DOWNGRADES

BIT IN	LAMP OUT	ASPECT	PTC	CODE OUT
G	G	FY	6	7
G	G & Y	FR	13	2
Y	Y	FR	13	2
Y	Y & R	D	30	2
* NO BIT	R	D	30	2
ANY BIT	ALL	D	30	2

* OR SIGNAL AT STOP

WA SIGNAL LAMP OUT DOWNGRADES

BIT IN	LAMP OUT	ASPECT	PTC	CODE OUT
G	G	FY	6	NO CODE
G	G & Y	FR	13	NO CODE
Y	Y	FR	13	NO CODE
Y	Y & R	D	30	NO CODE
* NO CODE	R	D	30	NO CODE
ANY CODE	ALL	D	30	NO CODE

* OR SIGNAL AT STOP

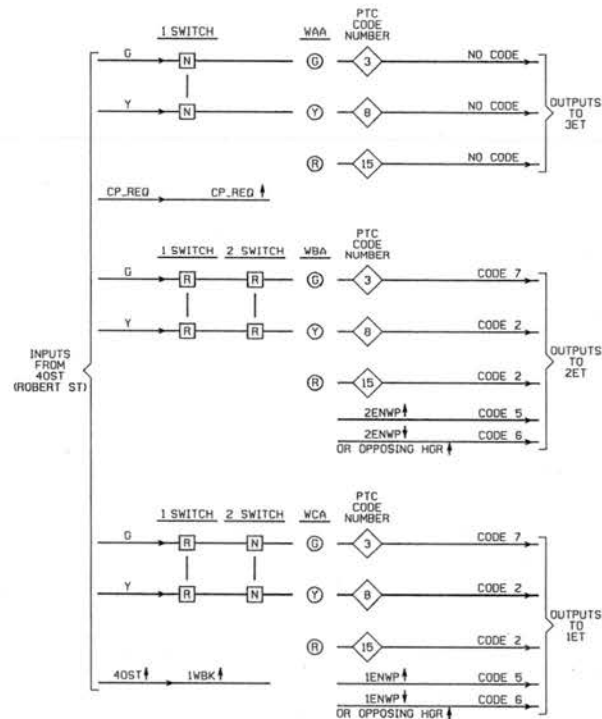
NOTES:

- ASPECT CONFIGURATION SELECTION
- N - SWITCH IN NORMAL POSITION
- R - SWITCH IN REVERSE POSITION
- ♦ - PTC CODE NUMBER
- CODE NOT USED

CODE 6 TRANSMITTED WHEN:
 1. OPPOSING SIGNAL CLEARED
 2. OS OCCUPIED AFTER OPPOSING SIGNAL CLEARED
 3. OPPOSING SIGNAL IN TIME

IN BY: 05-26-14, REV: 01/10
 DES: YCS/BNSF CON YCS/ACE

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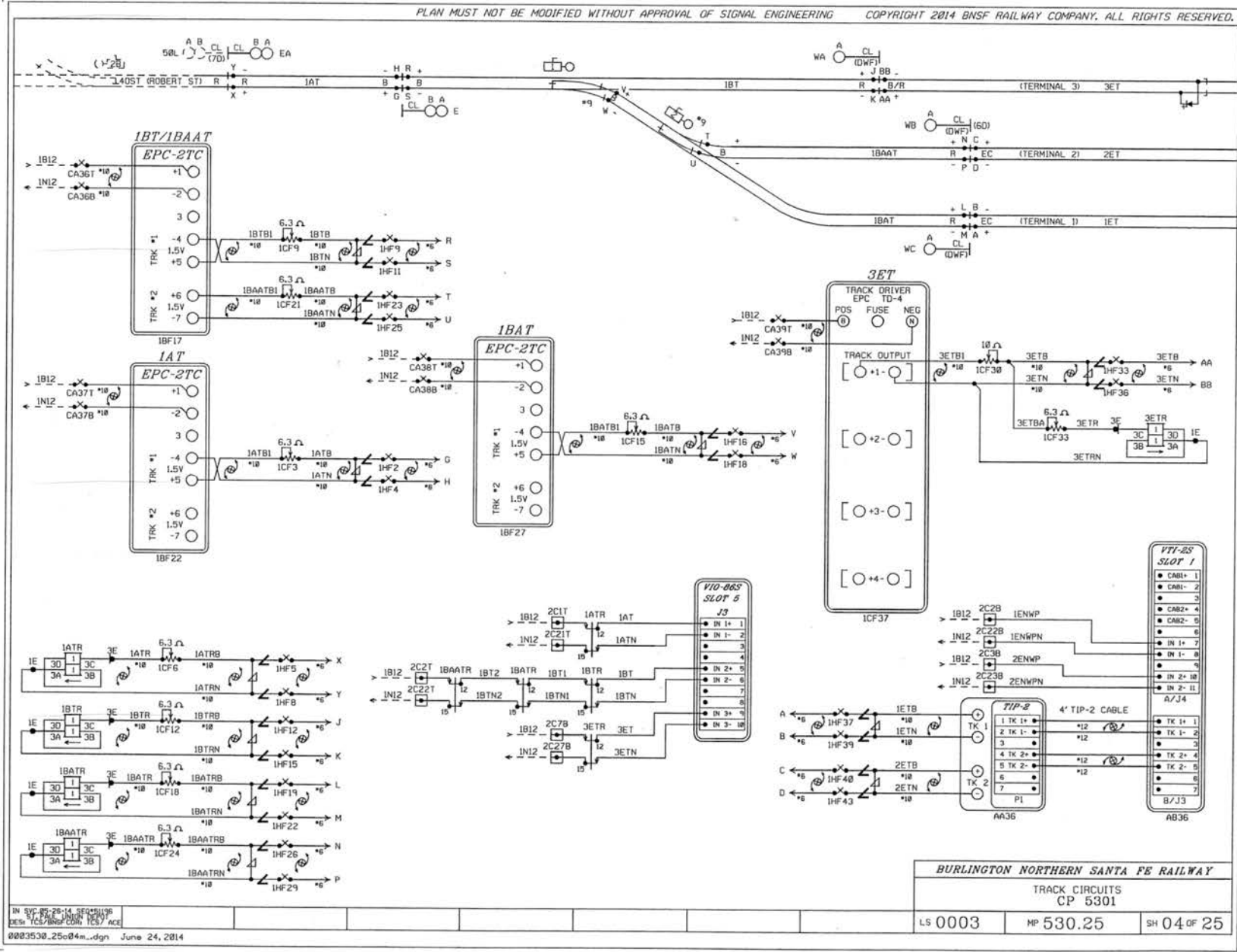
BURLINGTON NORTHERN SANTA FE RAILWAY

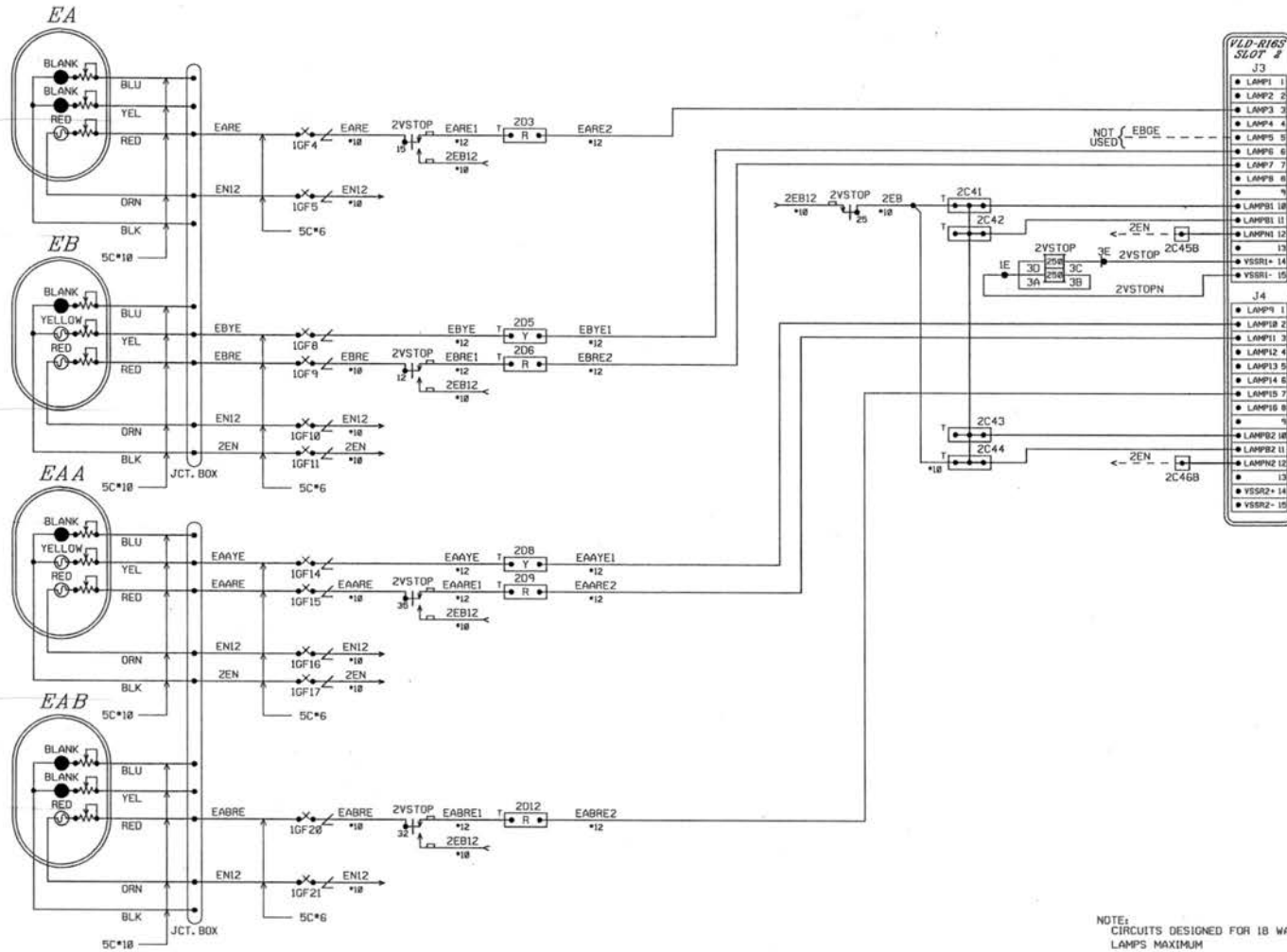
ASPECT CHART
CP 5301

LS 0003

MP 530.25

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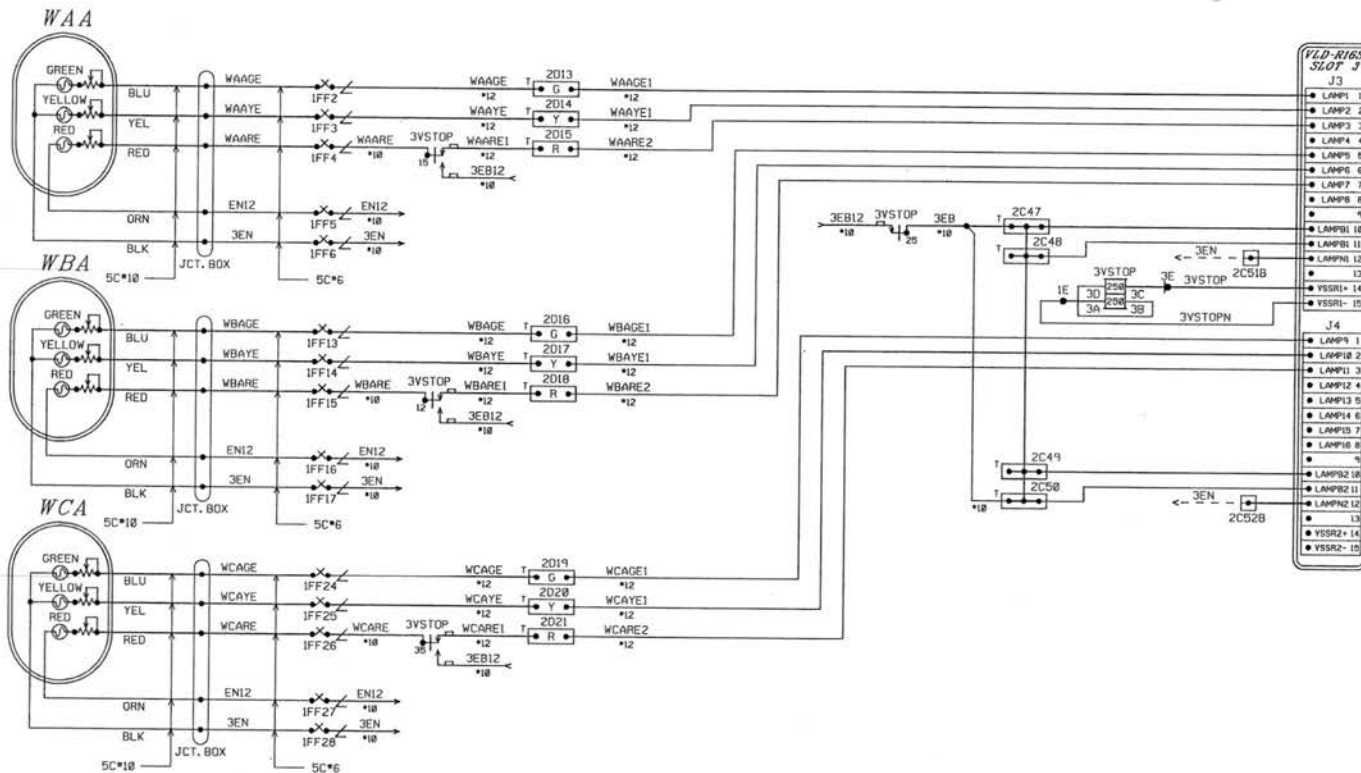
BURLINGTON NORTHERN SANTA FE RAILWAY

E & EA SIGNALS
CP 5301

LS 0003

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SH 05 OF 25



NOTE:
CIRCUITS DESIGNED FOR 16 WATT
LAMPS MAXIMUM

BURLINGTON NORTHERN SANTA FE RAILWAY

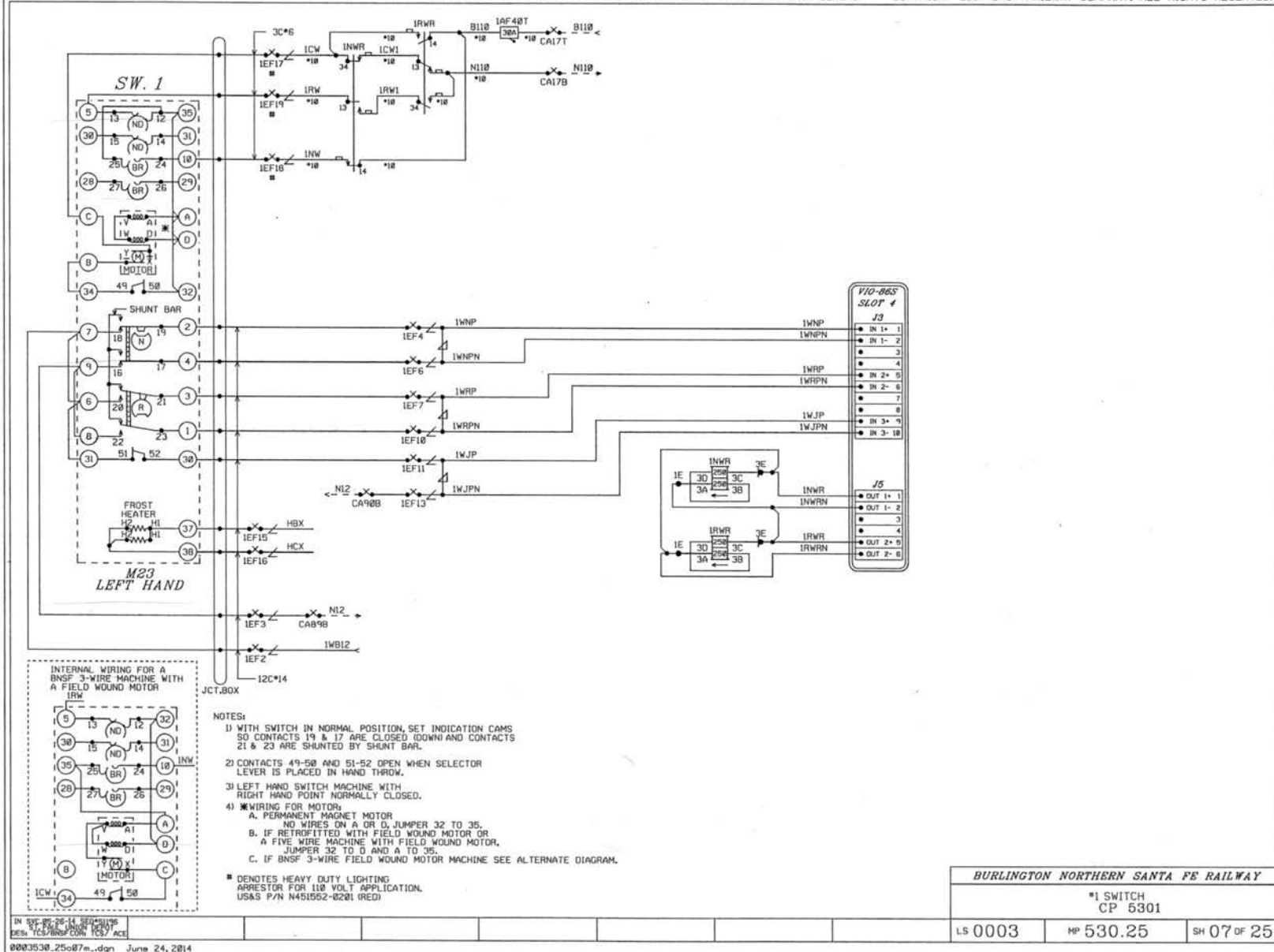
WA, WB & WC SIGNALS
CP 5301

LS 0003

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SH 06 OF 25

IN SVC 05-26-14 SEQ#1138
DES: TCS/BRG/CLM: TCE/ACE
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1WNP	-----	13
1WNP	-----	• IN 1- 1
	-----	• IN 1- 2
	-----	• 3
	-----	• 4
1WRP	-----	• IN 2- 5
1WRP	-----	• IN 2- 6
	-----	• 7
	-----	• 8
1WJP	-----	• IN 3- 9
1WJP	-----	• IN 3- 10
	-----	• 11
	-----	• 12
2WNP	-----	• IN 4- 13
2WNP	-----	• IN 4- 14
	-----	• 15
	-----	• 16
2WRP	-----	• IN 5- 17
2WRP	-----	• IN 5- 18
	-----	14
2WJP	-----	• IN 6- 1
2WJP	-----	• IN 6- 2
	-----	• 3
	-----	• 4
SMK	-----	• IN 7- 5
SMKN	-----	• IN 7- 6
	-----	• 7
	-----	• 8
POK	-----	• IN 8- 9
POKN	-----	• IN 8- 10
	-----	• 11
	-----	• 12
	-----	• 13
	-----	• 14
	-----	• 15
	-----	• 16
	-----	• OUTS- 17
	-----	• OUTS- 18
	-----	15
1NWR	-----	• OUT 1- 1
1NWR	-----	• OUT 1- 2
	-----	• 3
	-----	• 4
1RWR	-----	• OUT 2- 5
1RWR	-----	• OUT 2- 6
	-----	• 7
	-----	• 8
SMR	-----	• OUT 3- 9
SMRN	-----	• OUT 3- 10
	-----	• 11
	-----	• 12
2NWR	-----	• OUT 4- 13
2NWR	-----	• OUT 4- 14
	-----	• 15
	-----	• 16
2RWR	-----	• OUT 5- 17
2RWR	-----	• OUT 5- 18

BURLINGTON NORTHERN SANTA FE RAILWAY

VIO-86S #4
CP 5301

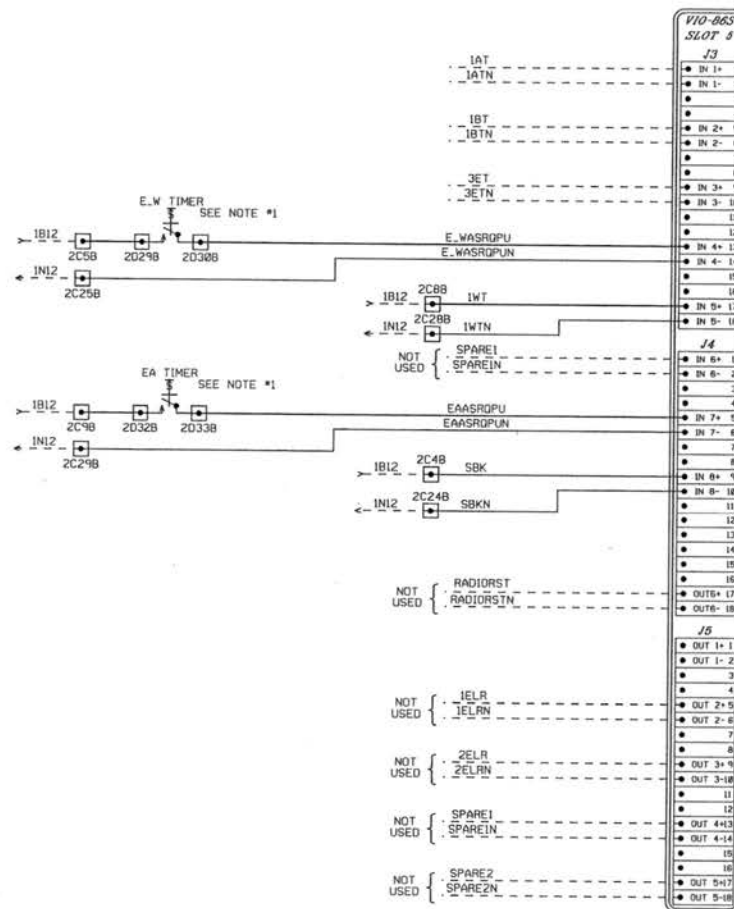
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SH 09 OF 25

IN 8/15/14 25-14 SEQ#11133
DES: TCS/ARSP/CON TCS/ACE

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IN 530-20-14 50451139
BNSF RAILWAY COMPANY
DESIGN: YCS/BNF CONG. YCS/ACE

0003530.25a10m.dgn June 24, 2014

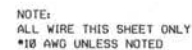
BURLINGTON NORTHERN SANTA FE RAILWAY

VIO-863 #5
CP 5301

LS 0003

MP 530.25

SH 10 OF 25



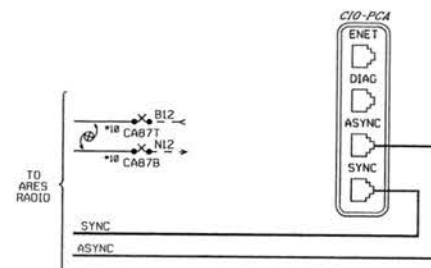
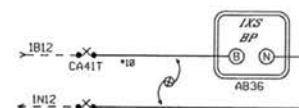
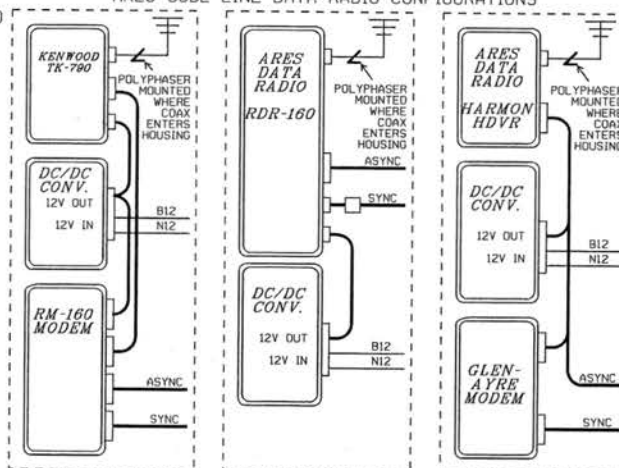
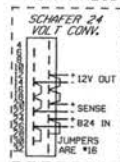
BATTERY & CHARGING CIRCUITS
CP 5301

0003530.25ol1m.dgn June 24, 2014

LS 0003

MP 530.25

SH 11 OF 25



IXS VITAL CONFIGURATION		
VITAL CONFIG ID		XXXXXXXX
1EY0	SW1	FALSE
2EY0	SW2	FALSE
APPTR	SW3	TRUE
	SW4	FALSE
	SW5	FALSE
	SW6	FALSE
	SW7	FALSE
	SW8	FALSE
	SW9	FALSE
	SW10	FALSE
	SW11	FALSE
	SW12	FALSE
	SW13	FALSE
	SW14	FALSE
	SW15	FALSE
	SW16	FALSE
	SW17	FALSE
	SW18	FALSE
	SW19	FALSE
	SW20	FALSE
	SW21	FALSE
	SW22	FALSE
	SW23	FALSE
	SW24	FALSE
	SW25	FALSE
	SW26	FALSE
	SW27	FALSE
	SW28	FALSE
	SW29	FALSE
	SW30	FALSE
	SW31	FALSE
	SW32	FALSE

ASR TIME	<u>EATER 480 SEC.</u>
	EWTER 480 SEC.

IXS SOFTWARE INFORMATION			
CI-2/EFROM FILE	0003_0530_25.MB1		
VER.	1	CRC	CDCB
CHASSIS ID	220	CHECKSUM	5019
VITAL APPLICATION			
NAME	0003_0530_25V.B1		
EPT CRC	9886		
EPT CHECKSUM	C370		
NON-VITAL APPLICATION			
NAME	0003_0530_25NV.B1		
EPT CRC	3946		
EPT CHECKSUM	6998		
VPM 3 EXECUTIVE			
VERSION	6,14 OR GREATER		
PTC SOFTWARE			
MAPPING FILE NAME	000333025.LPTCBMAP		
MAPPING FILE CRC	5C0B07FA		
TRACK 1E ALTERNATING CODE 5 = ALT TRACK 2E ALTERNATING CODE 5 = ALT			
CHASSIS ID		CHASSIS ID PRT SHUNTS LOCATED ON BACKPLANE UNDERNEATH CI-2 MODULE ----- IXS ----- CHASSIS ID 1 2 3 4 5 6 7 8 00000000	
APPLICATION ID		APPLICATION ID PRT SHUNTS LOCATED INSIDE CI-2 MODULE UNDERNEATH EPROM ----- IXS ----- APPLICATION ID SHUNTS 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 00000000 00000000	
NOT PUNCHED = ON		0 PUNCHED = OFF	

CIO-PCA CONFIGURATION	
IP ADDRESS	XXX.XXX.XXX.X
SUBNET MASK	XXX.XXX.XXX.X
GATEWAY ADD	XXX.XXX.XXX.X
PASSWORD	admin
DHCP	ENABLED
TELNET	ENABLED
TRANS CONTROL	DISABLED
TRANS HZ	XXX.XX
REC VZ	XXX.XX

NOTE:
ATCS PROTOCOL OVER
ARES NETWORK.

BURLINGTON NORTHERN SANTA FE RAILWAY

ELECTROLOGIXS CIRCUITS
CP 5301

LS 0003	MP 530.25	SH 12 OF 25
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ELECTROLOGIXS SETUP TABLE	
SYSTEM SETTINGS	
ACTIVE SYSTEM CONFIGURATION	
SITE ID	WEST SPUD
CHASSIS ID	228
APPLICATION ID	626
ETHERNET SETTINGS	
IP ADDRESS 1	10.255.255.0
SUBNET MASK 1	255.255.255.0
IP ADDRESS 2	192.168.15.12
SUBNET MASK 2	255.255.255.0
DEFAULT GATEWAY	10.255.255.254
DHCP SERVER PORT 1	DISABLED
DHCP 1 POOL START	0.0.0.0
DHCP 1 POOL END	0.0.0.0
DHCP 1 DEFAULT GATEWAY	0.0.0.0
DHCP SERVER PORT 2	DISABLED
DHCP 2 POOL START	0.0.0.0
DHCP 2 POOL END	0.0.0.0
DHCP 2 DEFAULT GATEWAY	0.0.0.0
ROUTING TABLE SETTINGS = N/A	
HTTP SETTINGS	
INACTIVITY TIMEOUT	60
HTTP TCP PORT	80
TRUSTED SOURCE 1 STATUS	DISABLED
TRUSTED SOURCE 1 IP ADDRESS	0.0.0.0
TRUSTED SOURCE 1 NET MASK	0.0.0.0
TRUSTED SOURCE 2 STATUS	DISABLED
TRUSTED SOURCE 2 IP ADDRESS	0.0.0.0
TRUSTED SOURCE 2 NET MASK	0.0.0.0
TELNET SETTINGS	
TELNET PORT 1	DISABLED
TELNET PORT 2	DISABLED
TELNET TCP PORT	23
INACTIVITY TIMEOUT	DISABLED
TRUSTED SOURCE 1 STATUS	DISABLED
TRUSTED SOURCE 1 NETWORK	0.0.0.0
TRUSTED SOURCE 1 NET MASK	0.0.0.0
TRUSTED SOURCE 2 STATUS	DISABLED
TRUSTED SOURCE 2 NETWORK	0.0.0.0
TRUSTED SOURCE 2 NET MASK	0.0.0.0
LCP SETTINGS	
LCP ENABLE	ENABLED

VITAL COMM ETHERNET SETTINGS	
MAXIMUM MAC SWITCHOVER TIME	1
REMOTE 1 DATE TIME UPDATE	DISABLED
REMOTE 1 IP ADDRESS	192.168.15.10
REMOTE 1 PORT	8011
REMOTE 1 MAC ENABLE	DISABLED
REMOTE 1 MAC USE NEW KEY	NO
REMOTE 1 REMOTE	ENABLED
REMOTE 1 PROTOCOL	RP2000
REMOTE 1 LOCAL NETWORK ID	12
REMOTE 1 REMOTE NETWORK ID	10
REMOTE 1 MAX SEND TIME DIFF	6984
REMOTE 1 MAX REC TIME DIFF	6984

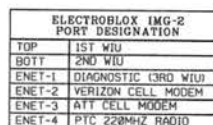
BURLINGTON NORTHERN SANTA FE RAILWAY

ELECTROLOGIXS SETUP
CP 5301

LS 0003

MP 530.25

SH 13 OF 25

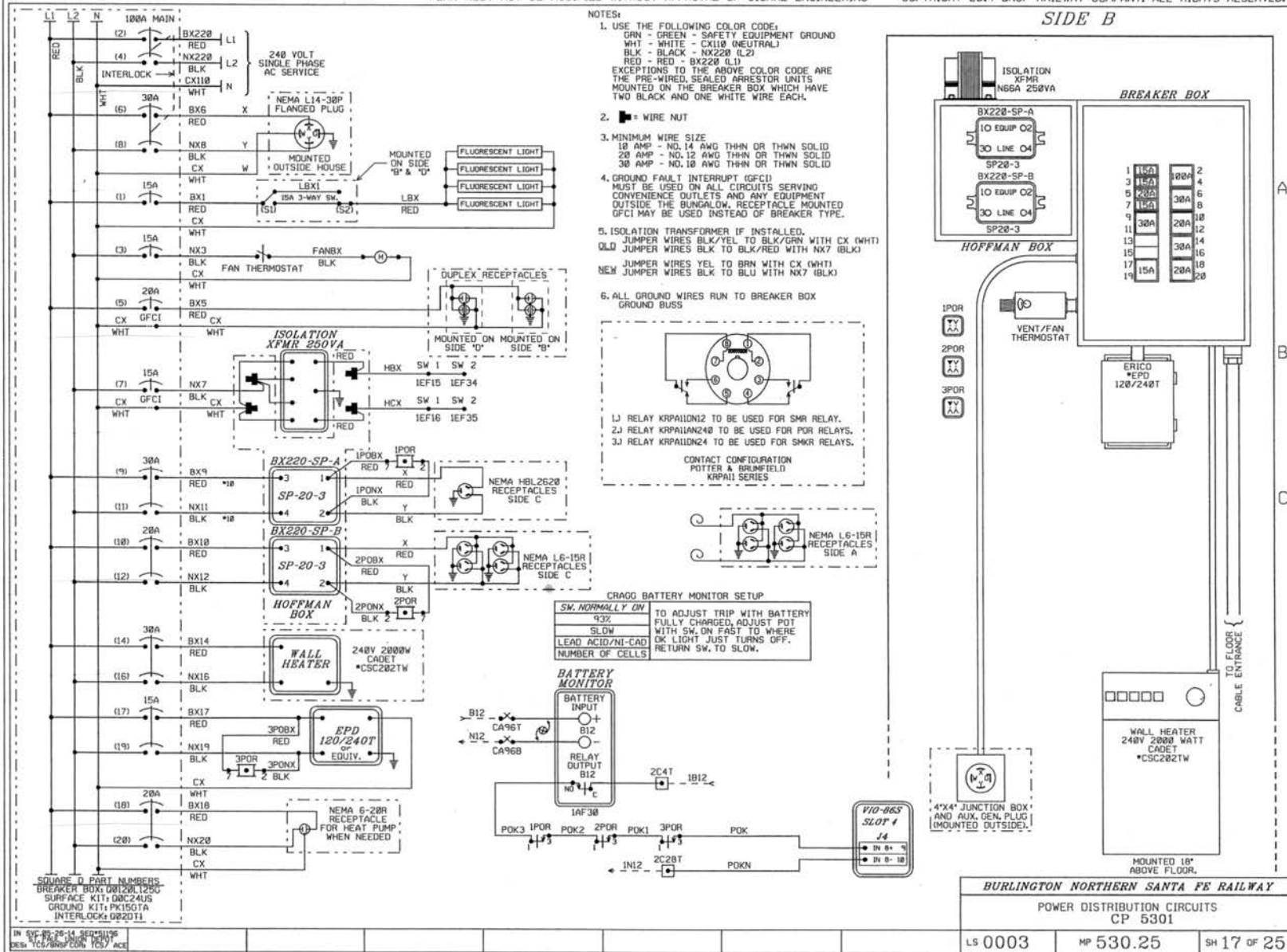


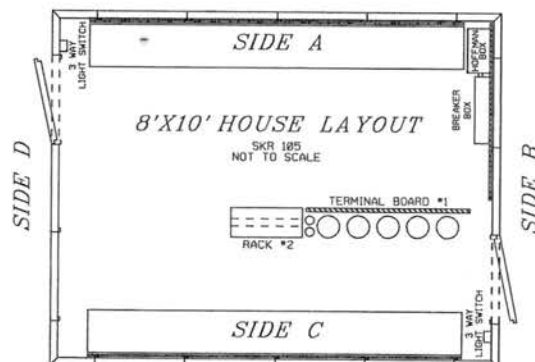
RS930L CONFIGURATION	
IP INTERFACES	
TYPE	VLAN
ID	1
MGT	YES
IP ADDRESS TYPE	STATIC
IP ADDRESS	192.168.0.20
SUBNET	255.255.255.0
EoVDSL PARAMETERS	
PORT	7
TYPE	UNIV
MODE	MASTER
SET RATE	10.1/10.1 Mbs
PORT	9
TYPE	UNIV
MODE	MASTER
SET RATE (DS/US)	10.1/10.1 Mbs



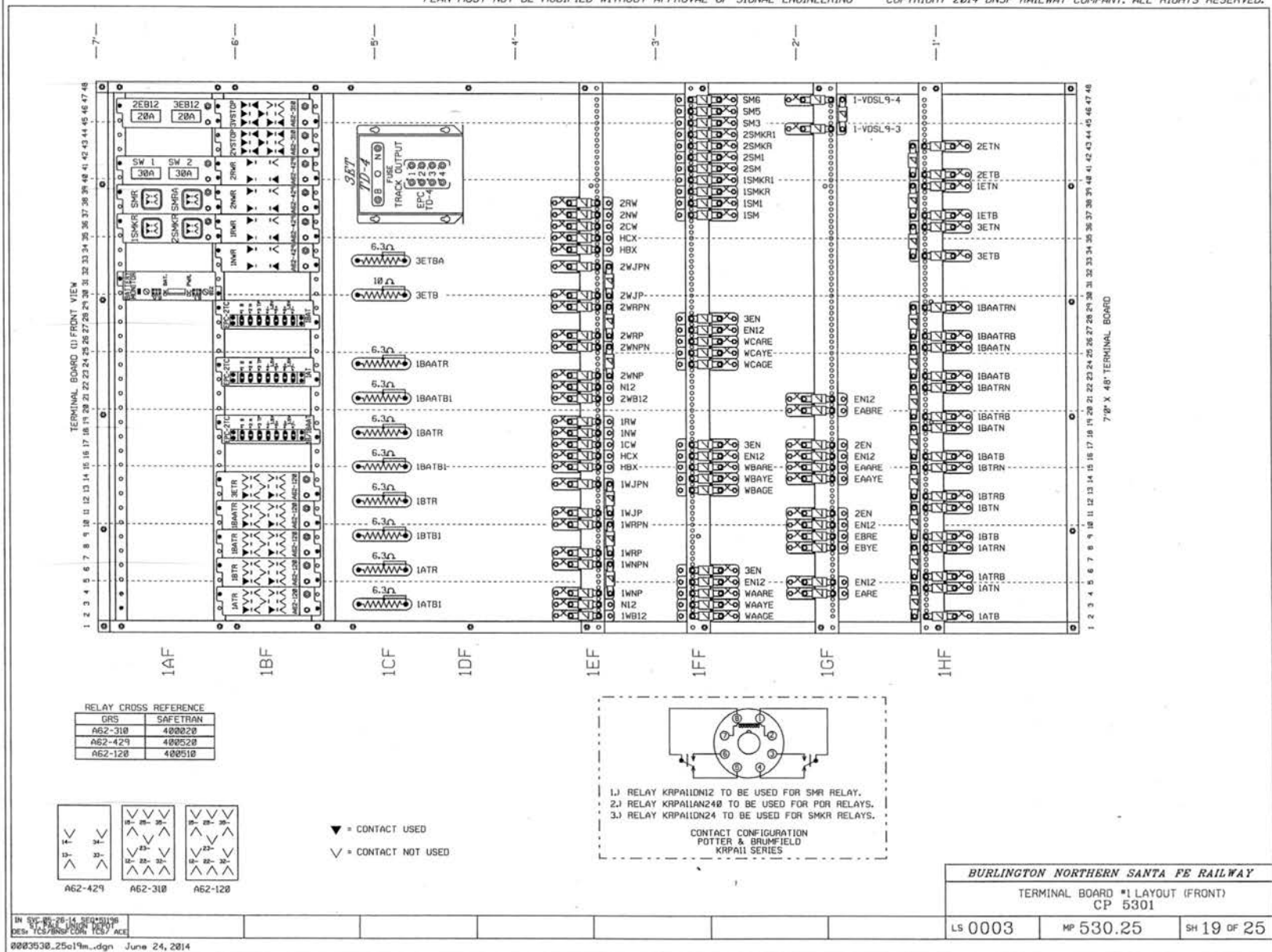


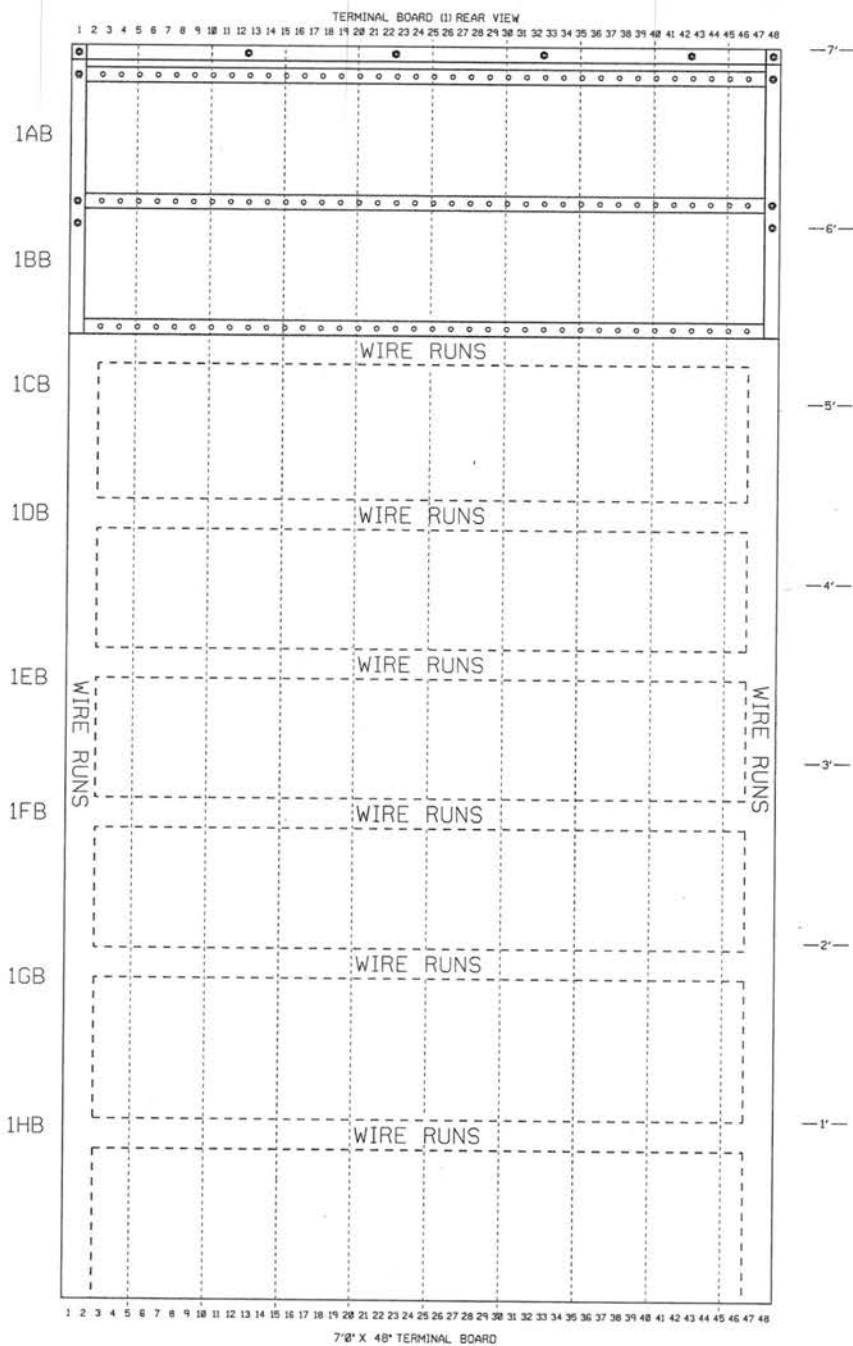
SH 16 OF 25





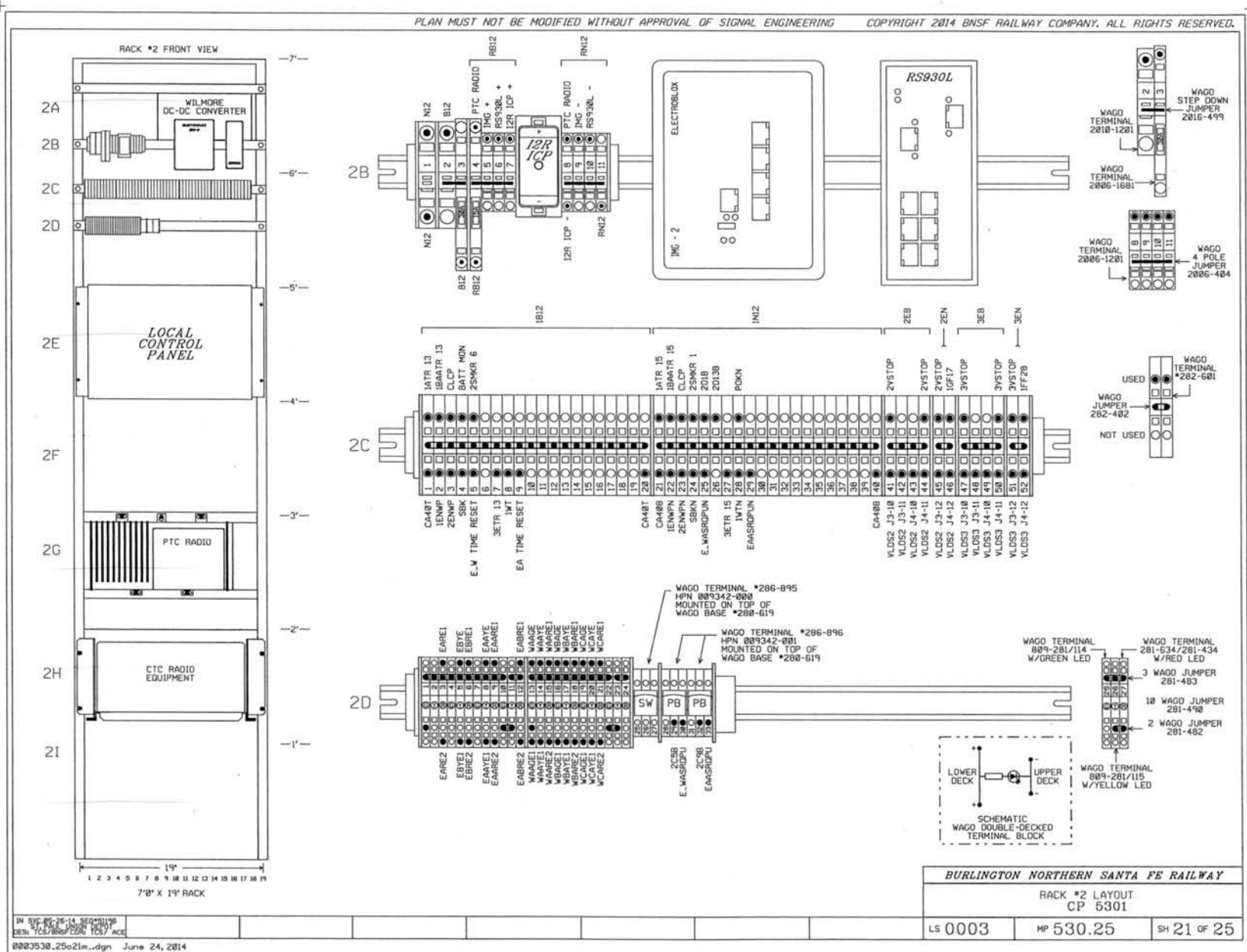
BURLINGTON NORTHERN SANTA FE RAILWAY		
HOUSE LAYOUT CP 5301		
LS 0003	MP 530.25	SH 18 OF 25



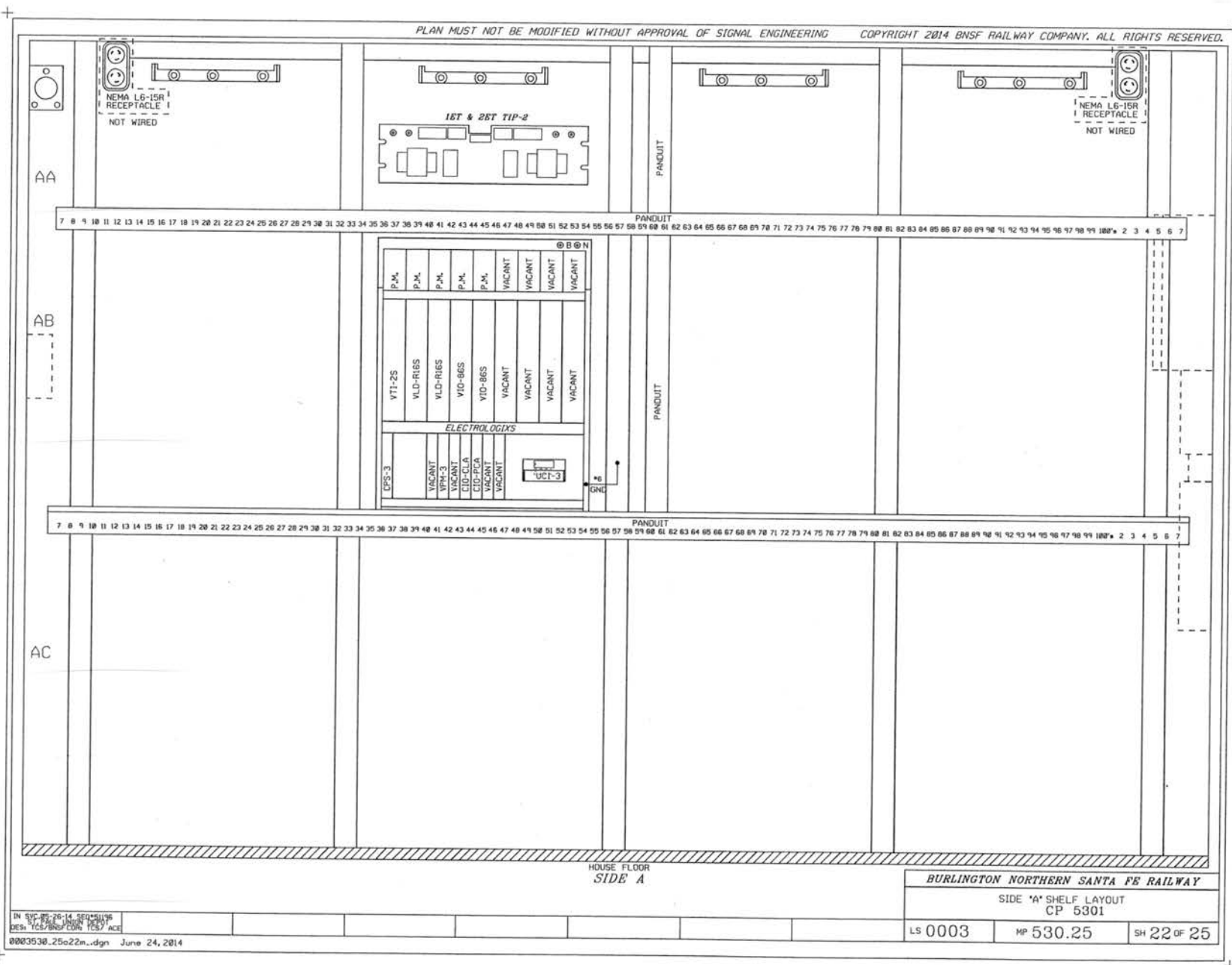


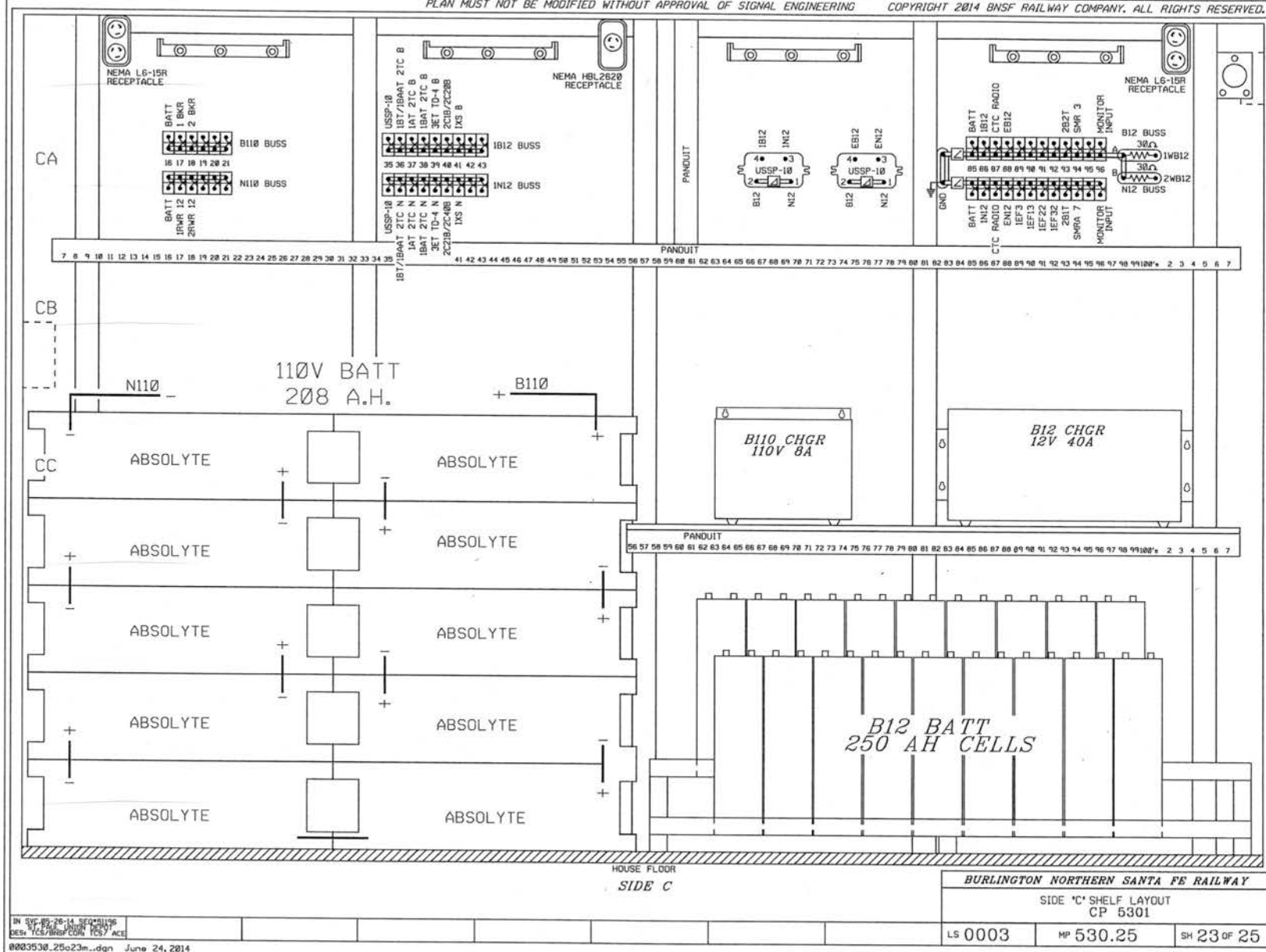
BURLINGTON NORTHERN SANTA FE RAILWAY									
TERMINAL BOARD #1 LAYOUT (REAR) CP 5301									
IN	BY	DATE	TIME	BY	TIME	BY	TIME	BY	TIME
0000	05/08/2014	05:00	00:00	00:00	00:00	00:00	00:00	00:00	00:00
US	0003	MP	530.25	SH	20 OF 25				

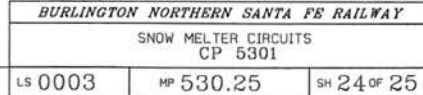
Attachment 1



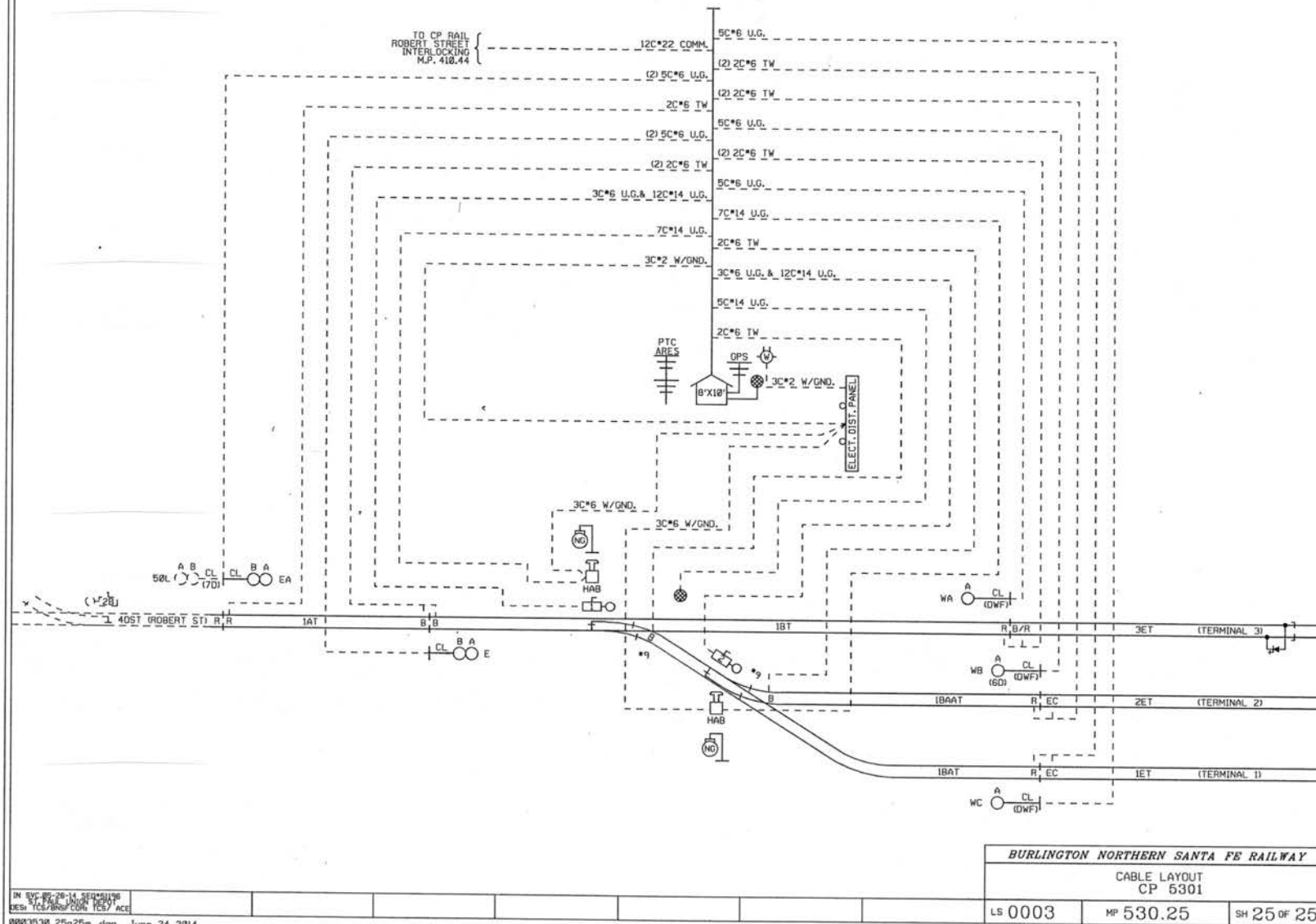
Attachment 1







CP 5301



Union Depot Railroad
Communications and Signals Department
SIGNAL LOCATION INSPECTION and TEST RECORD

SHEET ____ OF ____ SHEETS

SUBDIVISION: _____

LOCATION: _____

NOTE: Put Initial, Date and Year in each square.

TEST OR INSPECTION	FREQUENCY	DATE OF TEST											
		JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Switch Obstruction; Fouling; Controller	Monthly												
Energy Bus Grounds & Crosses	Monthly												
Lightning & Surge Protection	Monthly												
Insulated Joints	Monthly												
Walk Bonds (Non-Signalized Territory)	3 Months												
Signal Lenses - Outer Surface	Monthly												
Searchlight Signal - Inspect & Observe	6 Months												
Time Releases	Yearly												
Switch Machine - Test Clutch	Yearly												
Switch Machine - Test Overload Time	3 Months												
Track Circuits Readings and Record	Yearly												
Batteries / Power Off	Yearly												
Signal Inner Lenses	Yearly												
Searchlight Signal - Operating Test	2 Years												
Relays - Polar	2 Years												
Approach Locking	2 Years												
Time Locking	2 Years												
Route Locking	2 Years												
Indication Locking	2 Years												
Electric Lock; Hand Operated Switch	2 Years												
Relays - Non-Polar	4 Years												
Insulation Resistance Test	10 Years												

SEE REVERSE TO ENTER SIGNATURES

FORM UDR CS236.100

Union Depot Railroad
Communications and Signals Department
SIGNAL LOCATION INSPECTION and TEST RECORD - Page 2

Sign Below for Inspections Done on Reverse Side:

SIGNATURE OF EMPLOYEE PERFORMING TEST:	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC

Union Depot Railroad
Communications and Signals Department
PART 236 INSPECTIONS and TESTS

SHEET ____ OF ____ SHEETS

Test must be made when placed in service, modified or disarranged, and at least once every designated time frame thereafter.

NAME _____

SIGNATURE _____

DATE _____

SUBDIVISION _____

RECORDING MARK:

C = Test complete. Equipment in satisfactory condition

* A = Adjustment made & test complete.
Equipment in satisfactory condition.

* R = Repairs or replacement needed.

* S = Repairs or replacement made.
Equipment in satisfactory condition.

* = Explain on back of form.

LOCATION	DATE OF TEST	MONTHLY					6 MONTHS SL SIGNAL MECH. 236.102 (a)	1 YEAR				2 YEAR				LINE NO.	
		SW. CKT. CONT. 236.103	SHUNT FOULING 236.104	GROUNDS 236.107	GAGE ATS INDUCTOR 236.576	SWITCH OBSTRUCTION 236.382		TIME RELEASE/TIME RELAY				APPROACH LOCKING 236.377	TIME LOCKING 236.378	ROUTE LOCKING 236.379	INDICATION LOCKING 236.380		TRAFFIC LOCKING 236.381
								236.109									
								TIMER NAME	PREDETERMINED TIME	ACTUAL TIME	TEST RESULTS						
																1	
																2	
																3	
																4	
																5	
																6	
																7	
																8	
																9	
																10	
																11	
																12	
																13	
																14	
																15	
																16	
																17	
																18	
																19	
																20	
																21	
																22	
																23	
																24	

Union Depot Railroad
236 TESTS and INSPECTIONS

SHEET ____ OF ____ SHEETS

LINE NO.	REMARKS
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	

SHEET _____ OF _____ SHEETS

RECORDING MARK:

LOCATION: _____
SUBDIVISION: _____

TESTED BY:
NAME (Print):
SIGNATURE:

MONTH: _____
YEAR: _____

[illegible]

Union Depot Railroad
Communications and Signals Department
TRACK and SIGNAL JOINT SWITCH INSPECTION RECORD

INSPECTION DATE: _____
SUBDIVISION: _____
LOCATION: _____

TRACK REP.: _____
TITLE: _____
SIGNAL REP.: _____
TITLE: _____

✓ TEST OR INSPECTION		COMMENTS
☐	Monthly Signal Inspection	
☐	Monthly Track Inspections	
☐	Inspect Insulated Joints	
☐	Inspect Rods and Insulation on Rods	
☐	Universal Plates	
☐	Adjustments - Check	
☐	Rollers	
☐	Points and Point Fit	
☐	Joint/Frog Bonding & Fouling Jumpers	
☐	Cross Level / Track Gauge	
☐	Track Surface (Is switch pumping; rail running?)	
☐	Hand Throw Operation	
☐	Inspect Switch Machine Housing and Wedges	
☐	Check Electric Switch Locks	
☐	Cotter Pins, Nuts, Bolts and Keepers	
☐	Inspect Ties	
☐	Inspect Cranks and Helper Rods	
☐	Lubrication	

Additional Comments:

SEARCHLIGHT SIGNAL 2 YEAR TEST Rule 236.102(b)
 ELECTRIC SWITCH LOCK 2 YEAR TEST Rule 236.105
 D.C. POLAR RELAY 2 YEAR TEST Rule 236.106 and 234.263
 D.C. NON-POLAR RELAY 4 YEAR TEST Rule 236.106 and 234.263

Union Depot Railroad
 Communications and Signals Department
PARTS 234 and 236 RELAY INSPECTIONS and TESTS

SHEET ____ OF ____ SHEETS

RECORDING MARK:

- C = Test complete. Equipment in satisfactory condition
- * A = Adjustment made & test complete.
Equipment in satisfactory condition.
- * R = Repairs or replacement needed.
- * S = Repairs or replacement made.
Equipment in satisfactory condition.
- * = Explain on back of form.

SUBDIVISION _____ LOCATION _____
 RELAY NAME _____ RELAY TYPE _____
 MANUFACTURER _____ PIECE NO. _____
 SERIAL NO. _____ COIL RESISTANCE _____

RATED							
MINIMUM RELEASE		MAX. DIRECT PICK-UP		WORKING		MAX. CHANGE OVER	
NORMAL	REVERSE	NORMAL	REVERSE	NORMAL	REVERSE	NORMAL	REVERSE

YEAR	INITIAL CHARGE						
	NEUTRAL CONTACTS			POLAR CONTACTS	RESULT OF TEST:		
	MINIMUM	NORMAL			NORMAL		
	RELEASE	REVERSE		CHANGE-OVER	REVERSE		
	MAXIMUM	NORMAL		Comments:		NAME (print)	
	DIRECT PICK-UP	REVERSE				SIGNATURE _____ DATE _____	
	WORKING	NORMAL				REVIEWED BY (print)	
		REVERSE				SIGNATURE _____ DATE _____	

YEAR	INITIAL CHARGE						
	NEUTRAL CONTACTS			POLAR CONTACTS	RESULT OF TEST:		
	MINIMUM	NORMAL			NORMAL		
	RELEASE	REVERSE		CHANGE-OVER	REVERSE		
	MAXIMUM	NORMAL		Comments:		NAME (print)	
	DIRECT PICK-UP	REVERSE				SIGNATURE _____ DATE _____	
	WORKING	NORMAL				REVIEWED BY (print)	
		REVERSE				SIGNATURE _____ DATE _____	

YEAR	INITIAL CHARGE						
	NEUTRAL CONTACTS			POLAR CONTACTS	RESULT OF TEST:		
	MINIMUM	NORMAL			NORMAL		
	RELEASE	REVERSE		CHANGE-OVER	REVERSE		
	MAXIMUM	NORMAL		Comments:		NAME (print)	
	DIRECT PICK-UP	REVERSE				SIGNATURE _____ DATE _____	
	WORKING	NORMAL				REVIEWED BY (print)	
		REVERSE				SIGNATURE _____ DATE _____	

Union Depot Railroad
Communications and Signals Department
PARTS 234 AND 236 RELAY INSPECTIONS and TESTS

REMARKS	
YEAR	
YEAR	
YEAR	

Union Depot Railroad
LOCK ROD OBSTRUCTION TEST FORM
236.103 & 236.382

CONTROL POINT: _____

SHELTER: _____

[illegible]

Inspector _____

Date: _____

Union Depot Railroad
GROUND TEST FORM
RULE 236.107

CONTROL POINT: _____

SHELTER: _____

[illegible]

Inspector _____

Date: _____

Union Depot Railroad
TIME LOCKING TEST FORM
RULE 236.378

CONTROL POINT: _____

[illegible]

Inspector _____

Date: _____

Union Depot Railroad
ROUTE LOCKING TEST FORM
RULE 236.379

CONTROL POINT: _____

[illegible]

Inspector _____

Date: _____

Union Depot Railroad
INDICATION LOCKING TEST FORM
RULE 236.380

CONTROL POINT: _____

SIGNAL _____

SWITCHES: _____

	SIGNAL PUT TO STOP BY	ASPECT	ASPECT	ASPECT	RESULT OF TEST	CONDITION LEFT
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

Inspector _____

Date: _____

Union Depot Railroad
TRAFFIC LOCKING TEST FORM
RULE 236.381

[illegible]

Inspector _____

Date: _____

Union Depot Railroad AC PANEL TEST FORM

CONTROL POINT: _____

SHELTER: _____

[illegible]

Inspector _____

Date _____

Union Depot Railroad
CHANGE OF DIRECTION TEST FORM

CONTROL POINT: _____

[illegible]

Inspector _____

Date: _____

Union Depot Railroad
CODES OUT TEST FORM

CONTROL POINT: _____

[illegible]

Inspector _____

Date _____

Union Depot Railroad
OFFICE TO WAYSIDE TEST FORM

CP: _____

(Pass/Fail)

Control Bits _____

Indication Bits _____

Inspector _____

Date: _____

Union Depot Railroad DC TRACK CIRCUIT SETUP RECORD

CONTROL POINT: _____

[illegible][illegible]

Inspector _____

Date: _____

Union Depot Railroad DC TRACK CIRCUIT TEST FORM

CONTROL POINT: _____

[illegible]

Inspector _____

Date: _____

Union Depot Railroad
ELECTROCODE TRACK CIRCUIT TEST FORM

WEST END CONTROL POINT: _____

TRACK CIRCUIT	NO SHUNT				0.06Ω SHUNT @ WEST END			0.06Ω SHUNT @ EAST END		
	TRANSMIT SETTING	TRANSMIT CURRENT	RECEIVE SETTING	RECEIVER CURRENT	TRANSMIT CURRENT	RECEIVE CURRENT	LCP INDICATION	TRANSMIT CURRENT	RECEIVE CURRENT	LCP INDICATION

EAST END CONTROL POINT: _____

TRACK CIRCUIT	NO SHUNT				0.06Ω SHUNT @ WEST END			0.06Ω SHUNT @ EAST END		
	TRANSMIT SETTING	TRANSMIT CURRENT	RECEIVE SETTING	RECEIVER CURRENT	TRANSMIT CURRENT	RECEIVE CURRENT	LCP INDICATION	TRANSMIT CURRENT	RECEIVE CURRENT	LCP INDICATION

Inspector _____

Date: _____

Union Depot Railroad
LOCAL CONTROL PANEL TEST FORM

CONTROL POINT: _____

	PUSHBUTTON	INDICATION	
		STEADY	FLASHING
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Inspector _____

Date: _____

Union Depot Railroad
PROGRESSIVE SHUNT TEST FORM

TO CP: _____

SIGNAL: _____

FROM CP: _____

SIGNAL: _____

[illegible]

Inspector _____

Date: _____

Union Depot Railroad
SECTIONAL RELEASE TEST FORM

CONTROL POINT: _____

[illegible]

Inspector _____

Date: _____

Union Depot Railroad
APPROACH LIGHTING TEST FORM

CONTROL POINT: _____

SIGNAL	LIGHTS WHEN REQUESTED	LIGHTS WHEN APPROACH IS SHUNTED	LIGHTS WHEN TEST LINK IS CLOSED

Inspector _____

Date: _____

Union Depot Railroad
SIGNAL INDICATION TEST FORM

CONTROL POINT: _____

SIGNAL _____

SWITCHES: _____

[illegible]

Inspector _____

Date: _____

Union Depot Railroad
SIGNAL LAMP DOWNGRADES TEST FORM
RULE 236.23(f)

CONTROL POINT: _____

SIGNAL: _____

ASPECT INTENDED	LAMP OUT	ASPECT DISPLAYED	CODE OUT	SIGNAL IN REAR
	TOP			
	BOTTOM			
	TOP			
	BOTTOM			
	TOP			
	BOTTOM			
	TOP			
	BOTTOM			
	TOP			
	BOTTOM			
	TOP			
	BOTTOM			
	TOP			
	BOTTOM			
	TOP			
	BOTTOM			
	TOP			
	BOTTOM			
	TOP			
	BOTTOM			

Inspector _____

Date: _____

Union Depot Railroad
SIGNAL LAMP TEST FORM

CONTROL POINT: _____

SIGNAL: _____

	LAMPS							
	TOP HEAD				BOTTOM HEAD			
	GREEN	YELLOW	LUNAR	RED	GREEN	YELLOW	LUNAR	RED
LAMP VOLTAGE (9.0 volts $\pm$ 0.2 volts)								
ELX LIGHT OUT STATUS LAMP IN								
ELX LIGHT OUT STATUS LAMP OUT								

Inspector _____

Date: _____

Union Depot Railroad SWITCH LOCKING TEST FORM

CONTROL POINT: _____

[illegible]

Inspector _____

Date: _____

**Union Depot Railroad
SWITCH SETUP TEST FORM**

CONTROL POINT: _____

SWITCH: _____

SWITCH STALL TEST

NORMAL: TIME _____ STALL CURRENT _____

REVERSE: TIME _____ STALL CURRENT _____

SWITCH INDICATION TEST

TEST	ELX SWITCH INPUT VOLTAGE					
	NORMAL			REVERSE		
	POS WAGO	NEG WAGO	LCP INDICATION	POS WAGO	NEG WAGO	LCP INDICATION
IN CORRESPONDENCE			S			S
POS CONTACT OPEN			F			F
NEG CONTACT OPEN			F			F
HAND THROW			F			F
TEST NUT OPEN			F			F

Inspector _____

Date _____

Union Depot Railroad
TWO SECTION RELEASE & TRACK SLOTTING TEST FORM

CONTROL POINT: _____

[illegible]

Inspector _____

Date: _____

SPUD West

Vital Signal Breakdown Test

Signal # Tested:	Switch Positions in Tested Route:

Signal Request (GZR tests)				
Directional sticks (SR/CSLOT) drop out in front of route with GZR only: TRUE				
Verify no unintended directional stick drops out with GZR only: TRUE				
Entering OS Track	Occupancy of Entering OS Slots Off GZR		Recovery of Entering OS Allows Signal to Re-clear	
	In Remote	In Local	In Remote	In Local
	Yes	No	No	Yes

Clear Signal and Test for Signal Breakdown (HGR tests)							
Track Section	Track or Input Fouling Route	Occupancy Sets Signal to STOP	Switch #	Switch in Route	Switch Locks with Signal (NW_OUT/ RW_OUT false)	Switch out of Correspondence Sets Signal to STOP	Switch Remains Locked
1AT	Y or N	Y or N	1	Y or N	Y or N	Y or N	Y or N
1BT	Y or N	Y or N	2	Y or N	Y or N	Y or N	Y or N
1BAT	Y or N	Y or N		Y or N	Y or N	Y or N	Y or N
1BAAT	Y or N	Y or N		Y or N	Y or N	Y or N	Y or N
4OST	Y or N	Y or N		Y or N	Y or N	Y or N	Y or N
	Y or N	Y or N		Y or N	Y or N	Y or N	Y or N
	Y or N	Y or N		Y or N	Y or N	Y or N	Y or N
	Y or N	Y or N		Y or N	Y or N	Y or N	Y or N
	Y or N	Y or N		Y or N	Y or N	Y or N	Y or N
1ET	Y or N	Y or N		Y or N	Y or N	Y or N	Y or N
2ET	Y or N	Y or N		Y or N	Y or N	Y or N	Y or N
3ET	Y or N	Y or N		Y or N	Y or N	Y or N	Y or N
	Y or N	Y or N					
	Y or N	Y or N					
	Y or N	Y or N					
	Y or N	Y or N	Electric Lock	Lock in Route	Loss of NWP Input Sets Signal to STOP	Lock Releases After 20 Seconds	
	Y or N	Y or N	1WNWP	Y or N	Y or N	Y or N	
	Y or N	Y or N	1ENWP	Y or N	Y or N	Y or N	
	Y or N	Y or N	2WNWP	Y or N	Y or N	Y or N	
	Y or N	Y or N	2ENWP	Y or N	Y or N	Y or N	
	Y or N	Y or N		Y or N	Y or N	Y or N	
	Y or N	Y or N		Y or N	Y or N	Y or N	

Loss of Vital Clearing Code from Block in Advance or X-HGR Sets Signal to STOP: TRUE
Verify Opposing Signal or HGR_OUT will not Clear on Request: TRUE
The Signal Tested Is Set to STOP When The Opposing Signal is Requested or incoming stick goes false: TRUE
Clearance Issues: Remember to verify tracks that have close or no clearance to the route being tested set the signal to stop, taking into account any switch wraps in the clearance check. Circle any track section listed above that is tested this way. TRUE or N/A
Repeat all steps in this procedure - except this section - with the FR_HGR true instead of HGR true. Use a different marking method for the 2nd round of testing (e.g. circle instead of check, different colored writing utensil). Note the different method here:

SPUD East

Vital Signal Breakdown Test

Signal # Tested:	Switch Positions in Tested Route:

Signal Request (GZR tests)				
Directional sticks (SR/CSLOT) drop out in front of route with GZR only: TRUE				
Verify no unintended directional stick drops out with GZR only: TRUE				
Entering OS Track	Occupancy of Entering OS Slots Off GZR		Recovery of Entering OS Allows Signal to Re-clear	
	In Remote	In Local	In Remote	In Local
	Yes	No	No	Yes

Clear Signal and Test for Signal Breakdown (HGR tests)							
Track Section	Track or Input Fouling Route	Occupancy Sets Signal to STOP	Switch #	Switch in Route	Switch Locks with Signal (NW_OUT/ RW_OUT false)	Switch out of Correspondence Sets Signal to STOP	Switch Remains Locked
1T	Y or N	Y or N	1	Y or N	Y or N	Y or N	Y or N
1AT	Y or N	Y or N	2	Y or N	Y or N	Y or N	Y or N
2T	Y or N	Y or N		Y or N	Y or N	Y or N	Y or N
2AT	Y or N	Y or N		Y or N	Y or N	Y or N	Y or N
4OST	Y or N	Y or N		Y or N	Y or N	Y or N	Y or N
	Y or N	Y or N		Y or N	Y or N	Y or N	Y or N
	Y or N	Y or N		Y or N	Y or N	Y or N	Y or N
	Y or N	Y or N		Y or N	Y or N	Y or N	Y or N
	Y or N	Y or N		Y or N	Y or N	Y or N	Y or N
1ET	Y or N	Y or N		Y or N	Y or N	Y or N	Y or N
2ET	Y or N	Y or N		Y or N	Y or N	Y or N	Y or N
1WT	Y or N	Y or N		Y or N	Y or N	Y or N	Y or N
2WT	Y or N	Y or N					
	Y or N	Y or N					
	Y or N	Y or N	Electric Lock	Lock in Route	Loss of NWP Input Sets Signal to STOP		Lock Releases After 20 Seconds
	Y or N	Y or N	1WNWP	Y or N	Y or N		Y or N
	Y or N	Y or N	1ENWP	Y or N	Y or N		Y or N
	Y or N	Y or N	2WNWP	Y or N	Y or N		Y or N
	Y or N	Y or N	2ENWP	Y or N	Y or N		Y or N
	Y or N	Y or N		Y or N	Y or N		Y or N
	Y or N	Y or N		Y or N	Y or N		Y or N

Loss of Vital Clearing Code from Block in Advance or X-HGR Sets Signal to STOP: **TRUE**

Verify Opposing Signal or HGR_OUT will not Clear on Request: **TRUE**

The Signal Tested Is Set to STOP When The Opposing Signal is Requested or incoming stick goes false: **TRUE**

Clearance Issues: Remember to verify tracks that have close or no clearance to the route being tested set the signal to stop, taking into account any switch wraps in the clearance check. Circle any track section listed above that is tested this way. **TRUE** or N/A

Interlockings (not common): Verify clear signals that govern routes crossing route being tested sets signal to stop: **TRUE**

Verify signals in time that govern routes that cross route being tested sets signal to stop: **TRUE**

Verify TRAPSR statuses false either in the intended route or crossing intended route sets signal to stop: **TRUE**

Repeat all steps in this procedure - except this section - with the FR_HGR true instead of HGR true. Use a different marking method for the 2nd round of testing (e.g. circle instead of check, different colored writing utensil). Note the different method here:

ATTACHMENT 6: SPARE PARTS INVENTORY

5301 Field List

INSTALLED	SPARE		BNSF PART	
QTY	QTY	UNIT	NUMBER	PART DESCRIPTION and ORDERING INFORMATION
1	0	EA	36758001	SACRETE, CONCRETE PRE MIX, 40 LB. BAG
1	1	EA	SE0000779	ARES 2 ANTENNA (138-174MHZ / 1/2 WAVE / SINGLE DIPOLE), ARMS V-5201D
2	1	EA	258200988	TAPE, SPLICING, LINERLESS, HIGH VOLTAGE 3/4" X 30' LONG, 3M 130-C, 1 ROLL
2	1	EA	258200989	TAPE, LICING, LINERLESS, SP HIGH VOLTAGE 2"X30' LONG, 3M 130, 1 ROLL
60	8	EA	258854004	TIES, CABLE, NYLON, MEDIUM, 7.31 INCHES LONG, 3M #06226
1	1	EA	441330002	CARTRIDGE, NO. SB25 CADWELD POWDER 50 PER BOX, 3/16 COPPER ALLOY STRAND
4	1	EA	454910041	PADLOCK, ABLOY W/O KEY, 2" SHACKLE, STAMPED BNSF SIGNAL PL-240/50, GETSGS 005879-006, JMA RAILWAY SUPPLY #ABPL34050
175	0	FT	459280999	WIRE, COPPER, BARE, SOLID 6 AWG SOFT DRAWN
360	0	FT	460987978	HOSE, 3/4 - IN. GENERAL PURPOSE
1	0	EA	468200030	TAPE, MARKING, UNDERGROUND, CAUTION BURIED GAS LINE BELOW, 2" X 1000', DETECTABLE, HARRIS P/N 2DU02 OR VALLEN 219856
1	0	EA	468200031	TAPE, MARKING, UNDERGROUND, CAUTION BURIED ELECTRIC LINE BELOW, 2" X 1000', DETECTABLE, HARRIS P/N 2DU01 OR VALLEN 639179
1	1	EA	471860954	COMPOUND, SKOTCHKOTE
2	0	EA	471860994	CAULKING, CLEAR SILICON, 10.3 OZ, DOW CORNING GLS 200
2	0	EA	472805216	PAINT, SILVER, BRIGHT, 16OZ AEROSOL SPRAY CAN PN 20-1411
1	1	EA	472805989	PAINT, MARKING, ORANGE FLUORESCENT, INVERTED TIP, 20-OZ CAN, SEYMOUR #SE20658
2	0	EA	475810999	PLASTER, DENTAL, WHITE 4 LB. BAG
140	24	EA	608310056	TERMINAL, RING, SOLDERLES, INSULATED, F/#10-12 AWG WIRE, BLACK INS. WITH CONE BASE, 1/4 IN. STUD P/N 35492 AMP
18	0	EA	610480073	BATTERY, NICAD, SPL250, 250AH, MAINTENANCE FREE, SAFT AMERICA
25	6	EA	610776001	BOND, CADWELD, JOINT, HEAD BOND, XS STYLE, 3/16 X 6-1/2- IN. 30-DEG., W/ POWDER CARTRIDGES, ERICO P/N SBS-2488-2
2	1	EA	610776005	BOND, KIT, FOR SWITCH, ERICO PART NO. SBK228, INCLUDES THE FOLLOWING BONDS: 8 EA. 33", 2 EA. 27", 2 EA. 120", 1 EA. 4", COMPLETE WITH 4 EA. BOND CLIPS, 30 EA. WELD METALS, 21 EA. NAILS, AND 20 EA. 1/2" STRAP CLAMPS
1	1	EA	610776007	BOND, KIT, F/1 INS JNT, ERICO PN SBK229, INCLUDES: 3 EA. 4" BONDS, 3 EA. COMP. SLEEVE, 3 EA. BOND-BOND SLEEVES, 2 EA. RAIL BOND CLIPS, 14 EA. NAILS, 8 EA. 1/2" STRAP CLAMP, 4 EA. 1 1/2" STRAP CLAMP AND 4 EA. WELD METALS
480	100	FT	610776995	BONDSTRAND, 3/16 OR (#6) STRANDED, INSUL, 4/64 IN PVC JACKET, 7 X 19, 500 FT. PER REEL, ERICO SBS8TDINSUL
1900	0	FT	611110017	CABLE, U.G. 5C NO. 6 AWG, SOLID COATED COPPER, OKONITE P/N 206-11-6245
1000	0	FT	611110035	CABLE, UNDERGROUND, SHIELDED, 12 CONDUCTOR NO. 20 AWG STRANDED, STANDARD COMMUNICATIONS CABLE
500	0	FT	611110047	CABLE, 3C NO. 2 AWG, W/1 #6 GROUND, AC SERVICE CABLE, .010" BRONZE TAPE, DIRECT BURIAL, OKONITE 206-11-6130,
600	0	FT	611110972	CABLE, U.G. 3C NO. 6 AWG, SOLID, COATED COPPER, OKONITE P/N 206-11-6243
150	0	FT	611110978	CABLE, U.G. 7C NO. 14 AWG, SOLID, COATED COPPER, OKONITE P/N 206-11-6887
3200	0	FT	611110980	CABLE, TRACK WIRE, 2C NO. 6 AWG, U.G., TWISTED PAIR, OKONITE P/N 150-12-3933
300	0	FT	611110982	CABLE, U.G. 12C NO. 14 AWG, SOLID, COATED COPPER, OKONITE P/N 206-11-6892
120	0	FT	611110992	CABLE, 5C NO. 10, F/MAST & JCT BOX WIRING, SIGNAL, COLOR CODED, TYPE TC, OKONITE 202-10-3505, DWG DL 05.
60	0	EA	611650992	CLAMP, WIRE, INSULATED, W/NAILS F/3/8 IN DIA WIRE, POLYETHELENE, SAFETRAN # 021378-23X, 1-WIRE
16	0	EA	611920004	CONNECTOR, GROUND, FOR SIGNAL CABLE SHIELD GROUNDING, 3M SCOTCHLOK 4460-S, GETSGS 132371-000

8	0	EA	611920028	CONNECTOR, CADWELD, ONE SHOT, F/ 4EA #6 AWG WIRES ONLY, ERICO #SBPG11L
2	1	EA		US&S M23 SWITCH AND LOCK MOVEMENT – LEFT HAND
2	1	EA		NO. 9 LEFT HAND SWITCH LAYOUT - ALL RODS AND HARDWARE
12	4	EA	611920995	CONNECTOR, CADWELD, ONE SHOT, F/ 5/8 IN GND ROD & 4 EA #6 AWG WIRES, ERICO # SBNX 1161G
12	0	EA	612020045	COUPLER, THREADLESS FOR 5/8" GROUND ROD, ERICO # CC58
2	0	EA	612050001	COVER, BLACKOUT, FOR SAFETRAN COLORLIGHT SIGNAL, SAFETRAN PN 044607-BX, GETSGS PN 11931-01
3	1	EA	613410025	FOUNDATION, F/ DWARF CLS-10D SIGNAL, GALV., BOLT SPACING 6X8, 6 3/4 X 6 3/4, OR 8X8 36- IN HIGH, 12" X 12" TOP PLATE, SAFETRAN P/N 035800-900X
26	4	EA	614477076	SPLICE INSULATOR, REMOVABLE CORE 8" LONG, F/ CABLE DIA. 0.39" MIN TO 0.70" MAX. COLD SHRINK CONNECTOR INSULATOR, 3M PN 8424-8, GETSGS PN 132299-005
16	4	EA	614910001	PADLOCK, RACO NO. 030399-31X, . SAFETRAN CORP. NO. 030399-31X
12	4	EA	615450983	NUT, INSULATED,ROUND, BAKELITE, INSULATED BINDING POST 7/8 DIA X 1 IN LONG, W/ HEX HEAD SAFETRAN P/N 023408, GETSGS 013986-000
1	1	EA	616330990	RECTIFIER, RING 10 TRACK PART# 800-004080-000
24	0	EA	616620054	GROUND ROD 5/8" X 5', ERICO P/N 615850
1	1	EA	617185001	ENCLOSURE, FOR SHUNT, 8X8X32 INCH, POWDER COATED GRAY, WITH POSTS, SIGN, TERM BLKS, PER DA0016.04, G&B PN 500400-100-01
3	1	EA	617210089	SIGNAL, COLORLIGHT, DWARF, UNILENS, 3 ASPECT (G-Y-R), SAFETRAN PN 044101-015X
24	0	EA	617330040	SLEEVE, L&W NO. 2363-J, NO. 6 FLEX TO NO.6 SOLI
200	0	EA	618160004	TAG, WIRE MARKING SLEEVE,TEXTIT, 3/8" X 1", 2" CUT TO 2 PCS. WHITE, 1000 PER ROLL, TEXTIT PN 502745
24	6	EA	618310993	TERMINAL, LUG, S, SOLDERLESS, F/ # 2 AWG. STRANDED WIRE, 1/4 IN STUD, RING TYPE, 320383
24	6	EA	618570001	TRACK, CONNECTION, 3/16 X 1" TAB X 4" LONG, CADWELD, ERICO SBTBBU4A.,
1	0	EA	618640002	BATTERY, RACK, STAIR STEP, 15"X 52" (6' WALL), PTMW P/N 52456 BNSF DWG. DR0010.01
36	0	EA	631650981	CLAMP,SUPPORT, LOOP TYPE, W/O GROUND, 1-1/4 IN. TUBE DIA W/NEOPRENE CUSHION
1	0	EA	SE0000284	BATT, 110V, 55CELLS, W/HDW AND PROTECTIVE COVERS TO ASSEMBLE INTO A STACK, GNB 55-50A09, GETSGS 017134-020
2	0	EA	SE0000477	PEN, PILOT BRAND, WITH BLACK INK, EXTRA FINE POINT PERMANENT MARKER, PILOT PN PIL-SCAUF-BLK
2	1	EA	SE0000596	SIGNAL, COLORLIGHT FOLDING, COMPLETE, PER DC0004, 21 MAST, 2 HEADS (1UP-1DN, UNIDIR), INCLUDES SIGNAL HEADS (GYR) AND J&A FOLDING SIGNAL 260041-000, DOES NOT INCLUDE FOUNDATION, RCL PN SE0000596
3	1	EA	SE0000605	FOUNDATION, FOR 40 FT TOWER OR SIGNAL, ARMS CO., HELICAL SCREW IN, 10 FT BY 10 INCH, BOLT SPACING 11-11/16, WITH LEVELING HDW, EMI PN 400-000-1401
1	0	EA	SE0000610	TOWER, 40', FOUNDATION NOT INCLUDED, EMI PN 400-004-3050
1	0	EA	SE0000714	RF KIT, PTC, INCLUDES ALL COAX, CONDUIT & CONNECTORS BETWEEN ANTENNA AND RADIO, ARMS PN V-5001-11B (NO TOWER GROUNDING KIT)
1	0	EA	SE0000715	GPS-CELL-CELL ANTENNA KIT – METAL BLDG MOUNT, SURGE, COAX JUMPERS, DOUBLE SHEILDDED ETHERNET CABLE 3FT (x2), ARMS PN V-5501-02
1	0	EA	SE0000717	ANTENNA, PTC, 220 MHz, 2 DIPOLE, 5 Db GAIN, WITH 6 INCH TAIL, SINCLAIR SD212-SF3P2SNF, PRIMUS PN SD212-SF3P2SNF (WS)
1	0	EA	SE0000742	DUAL RF ADD-ON KIT PTC-CTC (40FT TOWER). INCLUDES MID- MAST ANTENNA MOUNT, LIGHTNING PROTECTION MOUNT, CUSHIONED COAX GROMMET, BUTTERFLY CLAMPS & ROUND MEMBER ADAPTERS FOR ATTACHING & SECURING COAX, AND DUAL COAX ENTRY PORT GROMMENTS, ARMS PN V-5001-12
1	0	EA	SE0000745	PAINT, COLD GALVANIZING COMPOUND, FLAT GRAY, RUST-OLEUM V2185838, 20 OZ, 1-2 HRS, GRAINGER PN 5W180
1	0	EA	SE0000754	KIT, ARES SYSTEM KIT, INCLUDES ALL COAX, CONDUIT AND CONNECTORS BETWEEN ANTENNA AND RADIO, ARMS PN V-5001-08
6	0	EA	258200062	TAPE, VINYL PLASTIC, BLACK 3/4 X 66' ,3M 33PLUS, 1 ROLL

5301 House List

65	0	FT	251980995	CORD, ELECTRICAL, COPPER, 4C #14, FOR RECTIFIER,
3	0	EA	255860989	PLUG, TWIST LOCK' '2 POLE, 3 WIRE VOLT, HUBBELL 457 C GROUNDING, 15 AMP, 250 TERMINAL, RING TONGUE, INSULATED,
40	0	EA	258310978	F/#6 AWG WIRE, 1/4 IN.
45	0	EA	258398001	MOUNT, CABLE TIE, F/U/W/ ZIP TIES GRAYBAR P/N ABM2S-A-C
112	0	EA	258854002	TIES, CABLE, NYLON, LARGE, 14.19 INCHES LONG, 3M #06228
75	0	EA	258854004	TIES, CABLE, NYLON, MEDIUM, 7.31 INCHES LONG, 3M #06226
10	0	EA	258854048	TIES, CABLE, NYLON, W/ MARKER TAG, 6-3/4 IN.LONG,PANDUIT P/N SSM2S-D, HARMON P/N 005019-015
325	0	FT	259280936	WIRE, JACKET COPPER, INSULATED, 1C#6, 6AWG, WITH RED NYLON
600	0	FT	259280950	WIRE, JACKET COPPER, INSULATED, 1C#6 6AWG W/BLACK NYLON JACKET
5	0	FT	259280976	WIRE, JACKET COPPER, INSULATED, 1C#6, 6AWG, WITH GREEN NYLON
2	1	EA	454910041	PADLOCK, ABLOY W/O KEY, 2" SHACKLE, STAMPED BNSF SIGNAL PL-240/50 , GETSGS 005879-006, JMA RAILWAY SUPPLY #ABPL34050
18	10	EA	608310031	TERMINAL, LUG, SOLDERLESSNON-INSULATED, F/#6 AWG 5/16 IN STUD P/N 33466
110	20	EA	608310056	TERMINAL, RING, SOLDERLES, INSULATED, F/#10-12 AWG WIRE, BLACK INS. WITH CONE BASE, 1/4 IN. STUD P/N 35492 AMP
35	10	EA	608310058	TERMINAL, RING, SOLDERLES, INSULATED, F/#14-16 AWG WIRE, 1/4 IN. STUD P/N 35628 AMP,YELLOW INS
25	25	FT	609280196	WIRE, #10 TEFZEL, COPPER, INSULATED, 1C#10 10 AWG OKONITE P/N 116-75-1952
150	50	FT	609280208	WIRE, #16 TEFZEL, COPPER, INSULATED, 1C#16 16 AWG OKONITE P/N 116-75-1948
68	10	EA	610250007	ARRESTER, LIGHTNING. CLEARVIEW, SAFETRAN NO. 022485-28X
6	6	EA	610250988	ARRESTER, USG A , LIGHTNING, USG A, RED HIGH VOLTAGE, 250 VDC/175 VAC, LINE TO GND, US&S P/N 451552-0201
24	6	EA	610250998	ARRESTER, HEAVY DUTY LIGHTNING, TRACK ARRESTOR, AIR GAP TYPE, SAFETRAN 022615-1X
1	1	EA	610282060	CLCP ASSY. (ENCLOSURE) 12V, 12X17 W/128 I/O , LED & PWR SUPPLY, HARMON P/N 227040-002 (ORDER CLCP FACEPLATE SEPARATELY)
4	0	EA	610440023	BUSS STRIP, COPPER F/GROUND BUSS BAR APPS. 1/16 X 2 X 48 IN. PREPUNCHED, ERICO NO. B2700HC48T
1	1	EA	610480065	BATTERY MONITOR, 12V, SINGLE MODULE, MONITORS 5-12 CELLS NC OR 5-8 L.A., CRAGG P/N 520603-1
2	2	EA	610700014	BLOCK, 2-WAY TERMINAL, 2-3/8 IN. C TO C,SAFETRAN P/N 023612-5X,,W/NUTS AND WASHERS, UNASSEMBLED
94	6	EA	610700026	BLOCK, 4-POST, EPP,TERMINAL, W/RECESSED SLOTS,F/GND BUSS APPS.,COMPLETE LESS ARRESTORS, (1 EA.) ERICO P/N B2700A2C1WH
1	0	EA	610700990	BLOCK, 6-WAY TERMINAL STRIP, SAFETRAN P/N 023390-11-6X, (6-IN. CHOCOLATE BAR)
8	1	EA	610700991	BLOCK, 6-WAY DBL TERMINAL STRIP 1-IN C TO C, W/ 6 INSUL. TEST LINKS SAFETRAN P/N 023274 41X,, MULTI UNIT, 6-IN. DBL STRIP,
1	0	EA	610999996	BUNGALOW, 8 X 10, F/ CTC, STD. W/O OPTIONS, PER SKR 105 LATEST REVISIONS
1	0	EA	611110010	CABLE ASSY, EC5, F/U/W TIP-2, 4', GETSGS PN 814-096000-016
20	0	EA	611710004	CLIP, WIRE RETAINING, N5, HARMON P/N 005228-002
4	0	EA	611920017	CONNECTOR, FITS 2-WAY TERMINAL BLOCK, 2-3/8 IN CENTERS,F/ AAR TERMINALS, SAFETRAN P/N 023839-1
2	0	EA	611920038	CORD CONNECTORS, 1/2" WATERTIGHT, RACO 3702-1 .187-250
6	0	EA	611920040	CONNECTOR, WIRE NUT, INSULATED, TAN, MIN- 3 EA #22, MAX-3 EA #10, IDEAL P/N 30 341
50	4	EA	611920998	CONNECTOR, 1-1/2 IN LG.BUSS STRAP, W/1 IN CENTERS, 2 HOLE, NICKEL PLATED COPPER, SAFETRAN P/N 023839-2
2	1	EA	611945011	CONVERTER, TRACK, DC TO DC MODEL 2TC, HARMON P/N 800-003510-000
6	0	EA	612057001	CRADLE, WIRE RETAINING, C3, USE 2 PER DIN RAIL, HARMON P/N 005227-002
1	1	EA	612650999	TRACK DRIVER (MODEL TD-4) AC/DC, 4 TRACKS

12	6	EA	612837001	EQUALIZER, NO. 022700-1X HEAVY DUTY. SAFETRAN NO. 022700-1X
1	0	EA	613006010	PANEL, FACEPLATE ONLY, LOCAL CONTROL FOR 49-64 SERIAL I/O, DOES NOT INCLUDE I/O BOARD AND POWER SUPPLY, TWIN CITY SIGNAL, PN TCSLCP04
100	20	EA	613090997	FERRULE 216 208, WIRE, INSULATED, YELLOW F/# 10 AWG WIRE
50	10	EA	613090998	FERRULE 216 201, WIRE, INSULATED, WHITE F/# 22 AWG WIRE
270	40	EA	613090999	FERRULE 216 204, WIRE, INSULATED, BLACK F/# 16 AWG WIRE
12	2	EA	614477056	PLUGBOARD KIT, F/ B-1, SGL. W/CURRENT & VOLTAGE TEST POSTS, GRS 59686 019 02, SAFETRAN 4200000 BNSF
1	0	EA	615265497	WAGO DIN-RAIL ASSY, F/U/W/ VHLC, F/ 2-VSD MODULES, HARMON P/N 202292-014, WAGO P/N 809-281/477
1	0	EA	615265498	WAGO DIN-RAIL ASSY, F/ POWER, B12/N12, HARMON P/N 202292-018, WAGO P/N 809-281/478 MOD.-1
50	10	EA	615450093	NUT,14-24 AAR NUT, (STD. TERMINAL NUT)
6	0	EA	615450095	NUT, HEX, #6-32, SS
6	0	EA	615450983	NUT, INSULATED,ROUND, BAKELITE, INSULATED BINDING POST 7/8 DIA X 1 IN LONG, W/ HEX HEAD SAFETRAN P/N 023408, GETSGS 013986-000
25	0	EA	615450996	NUT, HEX CLAMP 14-24 AAR, (FLAT TERMINAL NUT)
2	0	EA	615590008	BREAKER PANEL ASSY, SIZE 1 W/2 EA. P & B W91X152-20 20A. BREAKERS, HARMON P/N 381BKR-000, B1 RELAY SIZE, FITS RELAY RACK
1	0	EA	615590009	BREAKER PANEL ASSY, SIZE 1 W/2 EA. P & B W91X152-30 30A, BREAKERS, HARMON P/N 381BKR-001, B1 RELAY SIZE, FITS RELAY RACK
1	1	EA	615590010	PANEL, EC5 TIP-2, TRACK INTERFACE PANEL, GETSGS PN 800-096000-011
2	0	EA	615820121	BLANK,PLATE,(FILLER), B1 RELAY SIZE 1, SAFETRAN 420000-58X
2	0	EA	615960983	GROUND POST, 5/16 IN - 18 W/HARDENED STEEL NUT, GRS P5162, PREMIER # 0240128
2	1	EA	616070989	SURGE PROTECTOR, US&SP-10, BATTERY LINE, F/18V DC 25A,W/O 2 RED ARRESTORS, US&S P/N N451552-0508
2	1	EA	616070996	SURGE PROTECTOR, SP-20-3, 230 VAC, UNIT ONLY W/ OUT LINE PROTECTOR (NICKLE STACK), 20 AMP, .01 OHM, (SAFETRAN P/N 010807-BX)
1	0	EA	616200005	RACK, FOR VHLC OR WIU, EQUIPMENT RACK, 19"X70", HARMON P/N 201339-002
4	1	EA	616410178	RELAY A 62 429, SW MOTOR CONTROL, 500 OHM, 2F & 2B (EHD) CONTACTS, TYPE B1, ALSTOM A62-429, SAFETRAN 400520
2	1	EA	616410311	RELAY, KRPA-11DN-24, 24V, POTTER & BRUMFIELD
3	1	EA	616410314	RELAY, KRPA-11AN-240, 240 VAC, 10 AMP, W/ INDICATOR LAMP, DPDT, POTTER & BRUMFIELD, GENERAL PURPOSE, NEWARK STCOCK #21F1074
2	1	EA	616410619	RELAY, KRPA-11DN12, 12V, 10 AMP, PLUG IN F/GEN PURPOSE, NEWARK 21F 1086
5	1	EA	616410953	RELAY A 62 120, NEUTRAL, BIASED, 0.5 OHM OR 2 OHM, 4FB, 2F & 1B CONTACTS, TYPE B1, ALSTOM A62 120, SAFETRAN 400510
3	1	EA	616410962	RELAY A 62 310, NEUTRAL, REGULAR RELEASE, 500 OHM, 4FB, 2F & 1B HD CONTACTS, TYPE B1, ALSTOM A62 310 PLUG IN, SAFETRAN 400020
2	1	EA	616480003	RESISTOR, 30 OHM, 13 WATT, FIXED, SEALED & MOUNTED ON BAKELITE BASE, 5% TOLERANCE, SAFETRAN 029245-98X
16	0	EA	616940123	SCREW, LAG 1/4" X 1" HEX HD, ZPS
50	0	EA	616940124	SCREW, MACHINE # 12-24 X 5/8", SLOTTED FILLISTER HD, SS
6	0	EA	616940125	SCREW, MACHINE #6-32 X 5/8", SLOTTED, PAN HD. SS
100	0	EA	616941001	SCREW, WOOD, STEEL, SQUARE DRIVE, #10 X1 IN, TACOMA SCREW NO. TS075 2062 F/TERMINAL STRIP
30	0	EA	616941003	SCREW, WOOD, STEEL, SQUARE DRIVE 3/4", GEXPRO TS075-205-2
180	0	EA	616941005	SCREW, WOOD, STEEL, SQUARE DRIVE, #10 X 1-1/2 IN.TACOMA SCREW NO.TS075-2082, F/ERICO TERM. BLOCK
7	1	EA	617430997	SOCKET, 8 PIN SURFACE MOUNT,F/ 8-PIN KRP RELAY,(KRP-11), POTTER & BRUMFIELD 27E122, NEWARK P/N 57F3431
7	1	EA	617650989	SPRING, HOLD DOWN F/TYPE POTTER & BRUMFIELD KRP& KRPA RELAYS, CN 57F3400 USE W/ #663
2	1	EA	618030013	WAGO SWITCH, MOMENTARY, PUSHBUTTON, W/O BASE, WAGO P/N 286-896

1	1	EA	618030014	WAGO SWITCH, ON-OFF, W/O BASE, WAGO P/N 286-895
800	0	EA	618160004	TAG, WIRE MARKING SLEEVE, TEXIT, 3/8" X 1", 2" CUT TO 2 PCS. WHITE, 1000 PER ROLL, TEXIT PN 502745
80	0	EA	618160005	TAG, PANEL MARKER, TEXIT, 3/4" X 2" W/ADHESIVE BACK, 5000 PER ROLL, TEXIT PN 131495
30	0	EA	618160006	TAG, PANEL MARKER, TEXIT, 3/8" X 2" W/ADHESIVE BACK, 5000 PER ROLL, TEXIT PN EAN 5703666-581382, GE PN 125204-100
9	0	EA	618310010	WAGO TERMINAL BASE, F/ ON-OFF OR PUSH BUTTON SWITCH, WAGO P/N 280-619
4	2	EA	618310011	WAGO JUMPER, 2-POLE, F/ B12/N12 TERMINAL, WAGO P/N 282-402
8	4	EA	618310013	TERMINAL, RING TONGUE, END 12-10 AWG, INSULATED, YELLOW, F/ NO. 10 STUD, CLI 406 OR 3M MVU10-10R
6	2	EA	618310014	WAGO TERMINAL, F/ B12-N12 WAGO P/N 282-601
4	1	EA	618310016	WAGO TERMINAL, W/RED LED, FOR VHLC, WAGO P/N 281-634/281-434
4	1	EA	618310017	WAGO TERMINAL, W/YELLOW LED, FOR VHLC, WAGO P/N 809-281/115
4	1	EA	618310018	WAGO TERMINAL, W/GREEN LED, FOR VHLC, WAGO P/N 809-281/114
3	0	EA	618310020	WAGO TERMINAL END PLATE, F/ B12-N12 TERMINAL, 2MM, WAGO P/N 282-337
2	0	EA	618310021	WAGO TERMINAL END PLATE, F/ LED TERMINAL, 2MM, WAGO P/N 281-341
2	1	EA	618310022	WAGO JUMPER, 2-POLE, F/ LED TERMINAL, WAGO P/N 281-482
1	0	EA	618310024	WAGO JUMPER, 10-POLE, F/ LED TERMINAL, WAGO P/N 281-490
4	0	EA	618310999	TERMINAL ASSY, BATTERY MULTI CONNECTION, 3-WAY, 90 DEG. ELBOW, 13/32 (.406) HOLE SIZE, J & A P/N 225481-000
1	0	EA	618610037	TRANSFORMER, MAGNETEK TRIAD, ISOLATION, 250VA, N66A, F/U/W GATE & SWITCH HEATERS
10	1	EA	618900975	RESISTANCE UNIT, ADJUSTABLE, 6.3 OHM, SAFETRAN P/N 029603 3X, GRS A 3 179
1	0	EA	618900982	RESISTANCE UNIT, ADJUSTABLE 10.0 OHM, 15 WATT, SAFETRAN #029603 5X, GRS # A3-159
46	0	EA	619030138	WASHER, #12, FLAT, SS
25	0	EA	619030139	WASHER, 1/4" FLAT SS
100	0	EA	619030140	WASHER, 1/4" FLAT (AAR WASHER)
6	0	EA	619030141	WASHER, FLAT, #6, SS
50	0	EA	619030142	WASHER, LOCK, EXTERNAL TOOTH, #12, SS
6	0	EA	619030143	WASHER, LOCK, EXTERNAL TOOTH, #6, SS
125	0	FT	619280992	WIRE, 2C #10 DUPLEX, NYLON BRAID CASE WIRE, 2 CONDUCTOR TWISTED, 37 STRAND OKONITE P/N 151-12-9920
5000	0	FT	619280998	WIRE, #16 NYLON BRAID CASE WIRE, 19 STRAND, OKONITE P/N 151-12-9051
1500	0	FT	619280999	WIRE, #10 NYLON BRAID CASE WIRE, 37 STRAND, OKONITE P/N 151-12-9161
50	0	FT	619317999	WRAP T 50 F TLO WRAP, SPIRAL, BLACK F/WIRE WRAPPING
1	0	EA	619330003	WRENCH, INSULATED, TERM. LONG, 11", F/AAR TERM. POST, SAFETRAN 032619 9X
1	1	EA	SE0000285	CHARGER 8A, 110VDC, CRAGG SMC-1, NO TEMP COMPENSATION AND NO FLOAT VOLTAGE ADJUST, GETSGS 017193-000
1	0	EA	SE0000286	CABLE, PLUG, F/ 110VDC CRAGG SMC-1 CHARGER, HUBBELL HBL2621, GETSGS 132286-004
1	1	EA	SE0000414	CHARGER, BATTERY, ELC 12/60-D, 12 VOLT, 60 AMP, NATIONAL RAILWAY SUPPLY PN 22600-10, GE PN 017272-000-30
1	1	EA	SE0000529	ASSY MODULE EC5 VTI-2S, GETS P/N (251123-000)
1	1	EA	SE0000549	ASSY VTI-2S PERSONALITY MODULE, GETS P/N (227442-000)
3	1	EA	SE0000544	ASSY VIO-86S, GETS P/N (251380-000)
3	1	EA	SE0000545	ASSY VIO-86S PERSONALTY MODULE, GETS P/N (227537-000)
3	1	EA	SE0000547	ASSY VLD-R16S, GETS P/N (251381-000)
3	1	EA	SE0000548	ASSY VLD-R16S PERSONALITY MOD, GETS P/N (227539-000)
1	1	EA	SE0000565	BASIC 9-SLOT ELX, W/VPM3, CI-2, CDU-1, CPS3, GETS P/N (25-000000000-00)
1	1	EA	SE0000607	RADIO, ARES KIT, INCLUDES RM-160 WAYSIDE RADIO KIT, INCLUDES RADIO, DC/DC CONV., INTERFACE CABLE, RM160 MODEM, 19 TRAY, WABTEC PART NUMBER 23498P, ARMS PN V-5400-02

2	1	EA	SE0000609	RADIO POWER KIT PTC, RADIO NOT INCLUDED, INCLUDES, WILMORE POWERSUPPLY, WAGO POWER ASSEMBLY, ETHERNET CABLE 15' RJ45-RJ45 - DOUBLE SHEILDED (1), ETHERNET CABLE 25' RJ45-RJ45 - DOUBLE SHEILDED (1), #10-3/4 IN. WOOD SCREWS, ARMS PN V-5400-01C
1	1	EA	SE0000667	ASSY MODULE CIO-PCA, 20' SYNC AND ASYNC RADIO CONTROL AND 5' DEBUG CABLES INCLUDED, SENDS ATCS APPLICATION INFO OVER ARES RADIO, OCCUPIES 1 SLOT BUT REPLACES TWO CIO-2A MODULES, GETS PN 180711-020
1	1	EA	SE0000698	ASSY, MODULE ELX CIO-CLA GETS P/N 251329-100
1	0	EA	SE0000713	IMG2 INTEROPERABLE MESSAGING GATEWAY (ITC MESSAGING MODULE / MANAGED SWITCH WITH 6 ETHERNET PORTS, 1 RJ50 SERIAL PORT GE P/N 251498-100
1	0	EA	SE0000732	CABLE ASSY, 20', CIO-CLA TO LCP, FOR USE WITH CIO-CLA MODULE, GE PN 075113-020
1	0	EA	SE0000748	FINAL ASSY, PTC 220MHz WAYSIDE RADIO, METEORCOMM PN 63010000-05-E (INTEGRATOR FEE ONLY BASE RADIO COST NOT INCLUDED)
1	0	EA	SE0000753	KIT, PTC RADIO DIN RAIL KIT, 19" DIN RAIL 19.25X7.5MM DEEP WITH MOUNTING HARDWARE, PTC WAYSIDE RADIO 12 AWG DC POWER CABLE WIRE, ARMS PN V-5400-04
1	1	EA	SE0000807	EXTENDER, ETHERNET EXTENDER, 6-PORT MANAGED ETHERNET SWITCH W/2 PORT ETHERNET OVER VDSL UPLINKS, 128-BIT ENCRYPTION, DIN RAIL MOUNTING, RUGGED P/N RS930L-24-D- V1-V1-XX

5304 Field List

1	0	EA	US&S M23 SWITCH AND LOCK MOVEMENT - LEFT HAND
1	1	EA	US&S M23 SWITCH AND LOCK MOVEMENT - RIGHT HAND
1	0	EA	NO. 9 LEFT HAND SWITCH LAYOUT - ALL RODS AND HARDWARE
1	1	EA	NO. 9 RIGHT HAND SWITCH LAYOUT - ALL RODS AND HARDWARE

5304 House List

3	1	EA	616410929	RELAY A 62 277, NEUTRAL, REGULAR RELEASE, 500 OHM, 4FB, 2F & 1B HD CONTACTS, TYPE B1, ALSTOM A62 277 PLUG IN, SAFETRAN 400004
1	1	EA	618610037	TRANSFORMER, MAGNETEK TRIAD, ISOLATION, 250VA, N66A, F/U/W GATE & SWITCH HEATERS

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Property Management

R2018-31

Committee: Regional Railroad Authority

Meeting Date: 8/7/2018

SUBJECT: Lease Agreement with RedTeam Security Corporation at Union Depot

REQUESTED ACTION

1. Approve a three (3) year lease agreement for 3,503 square feet of space in Union Depot, 214 4th Street East, Saint Paul, MN 55101 with RedTeam Security Corporation, 214 4th Street East, Suite 170, Saint Paul, MN 55101, for the period of September 1, 2018 through August 31, 2021 in the total amount of \$136,617.
2. Authorize the Chair to execute the lease agreement.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has a lease at Union Depot with RedTeam Security Corporation, an information technology security company, for the period of July 1, 2015 through August 31, 2018. RedTeam Security Corporation wishes to continue to lease office space at Union Depot, Suite 170.

A three (3) year lease has been negotiated to continue to provide 3,503 square feet of space in Suite 170. The lease term is September 1, 2018 through August 31, 2021. The monthly base rent for the premises is \$3,794.92. The rate structure is consistent with market rates for class "C" space in downtown Saint Paul. No tenant improvement allowance is being provided.

FISCAL IMPACT

The lease with RedTeam Security Corporation will generate rental income in the amount of \$3,794.92 per month beginning September 1, 2018. Rental income over the term will be \$136,617.

Revenue related to this lease has been included in the 2018-2019 Public Works operating budget for Union Depot.

COUNTY MANAGER COMMENTS

Board approval is required for all real estate transactions.

PREVIOUS ACTION

On July 7, 2015, the Ramsey County Regional Railroad Authority approved the lease agreement with RedTeam Security Corporation at Union Depot (Resolution R2015-08).

ATTACHMENTS

1. Draft Resolution
2. Lease Agreement

Draft Resolution

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

WHEREAS, RedTeam Security Corporation operates an information technology security company that develops security solutions for its clients and is under lease in the Union Depot facility through August 31, 2018; and

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

RESOLVED, The Ramsey County Regional Railroad Authority approves a three (3) year lease agreement for 3,503 square feet of space in Union Depot, 214 4th Street East, Saint Paul, MN 55101 with RedTeam Security Corporation, 214 4th Street East, Suite 170, Saint Paul, MN 55101, for the period of September 1, 2018 through August 31, 2021 in the total amount of \$136,617; and Be It Further

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

LEASE AGREEMENT

UNION DEPOT

SAINT PAUL, MN

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

AS LANDLORD

AND

REDTEAM SECURITY CORPORATION

AS TENANT

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LEASE AGREEMENT

This Lease Agreement ("Lease") is made as of August 8, 2018 and is by and between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota organized under the authority of Minnesota Statutes Chapter 398A (1986) ("Landlord"), and RedTeam Security Corporation, a Minnesota corporation doing business as RedTeam ("Tenant").

RECITALS:

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

DATA SHEET

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

- (a) "Union Depot": The multi-modal transit and transportation hub, including the Building and the Property, and all other improvements thereon, commonly known as Union Depot and located at 214 East 4th Street, Saint Paul, Minnesota 55101
- (b) "Depot Building Union" or "Building": The building and improvements located on the Property.
- (c) "Property": The land and all improvements thereon, including the Building, legally described on attached Exhibit A.
- (d) "Premises": The area in the Building outlined on Exhibit B identified as Suite 140 and 150, Union Depot, 214 4th Street East, Saint Paul, MN 55101. The Premises consists of Suite 140 with 1,834 net leasable square feet and Suite 150 consisting of 1,669 net leasable square feet, totaling 3,503 net leasable square feet.
- (e) "Common Areas": The common areas and common facilities in Union Depot including hallways, public bathrooms, loading docks, common entrances, lobbies, other public portions of the Building, and as further provided in Section 4 below.
- (f) "Additional Rent": In addition to the Base Rent payable by Tenant under the terms and conditions of Section 3 of this Lease, Tenant shall pay to Landlord Additional Rent as provided in Section 3 of this Lease or as otherwise provided in this Lease.
- (g) "Rent": any and all amounts to be paid by Tenant to Landlord as provided in this Lease including, but not limited to, Base Rent and Additional Rent.

- (h) "Base Rent": The amounts due from Tenant to Landlord in consideration of the Lease of the Premises as provided in Section 1 of this Lease (which shall be adjusted as provided in Section 3.1 and 3.3), as follows:

Dates	Monthly Base Rent (Each Calendar Month)	Annual Base Rent (Base Rent per Lease Year)
9/1/2018 – 8/31/2021	\$3,794.92	\$45,539.00

- (i) "Commencement Date": September 1, 2018, and as further provided in Section 2.2 of this Lease.
- (j) "Landlords' Work": Landlord will not be responsible for any alterations or improvements to Suite 140 or 150.
- (k) "Termination Date": August 31, 2021, except as adjusted as provided in Section 2.2 below of this Lease.
- (l) "Exhibits": The following exhibits are attached to this Lease and are incorporated in the Lease by reference:

Exhibit A - Legal Description of the Property
Exhibit B - Premises
Exhibit C - Rules and Regulations
Exhibit D - Form of Ratification Agreement

- (m) "Term": The term of this Lease is three years ("Term" or "Lease Term").

- (n) Tenant's Address for Notice:

Union Depot
214 4th Street East, Suite 140
St. Paul, MN 55101
Attn: Manager

- (o) Landlord's Address for Notice:

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

(p) Rent Payment Address:

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

- (q) "Tenant's Use": Tenant shall use the Premises for a business office.
- (r) "Security Deposit": None.
- (s) "Rent Commencement Date": September 1, 2018, except as adjusted as provided in Section 2 below.

SECTION 1 - PREMISES AND TERM

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

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

SECTION 2 - POSSESSION/CONSTRUCTION

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

2.2. Delivery of Possession. Except as otherwise provided in this Section 2, Landlord shall deliver possession of the Premises on or before the date specified above in the Data Sheet as the Commencement Date. Delivery of possession prior to such Commencement Date shall not affect the Termination Date of this Lease. Failure of Landlord to deliver possession of the Premises by the date provided above for the Commencement Date due to any cause beyond Landlord's control, or time required for construction, delays due to material shortages, strikes, or force majeure, (as provided in Section 26.8 below of this Lease) shall automatically postpone the date of commencement of the Term and shall extend the Termination Date by periods equal to those which shall have elapsed between

and including the date specified above for commencement of the Term and the date on which possession of the Premises is delivered to Tenant. Should the commencement of the Rent obligations of Tenant under this Lease occur for any reason on a day other than the first day of a calendar month, then in that event solely for the purposes of computing the Term of this Lease, the Commencement Date of the Term shall become and be the first day of the first full calendar month following the date when Tenant's rental obligation commences, or the first day of the first full calendar month following the Commencement Date set out above in the Data Sheet (if such is other than the first date of a calendar month), whichever date is later, and the Termination Date shall be adjusted accordingly; provided however, that the Termination Date shall be the last day of a calendar month, which date shall in no event be earlier than the Termination Date set out in the Data Sheet. Occupancy by Tenant prior to the beginning of the Term shall in all respects be the same as that of a tenant under this Lease, except that the Commencement Date for the payment of Base Rent (the "Rent Commencement Date") shall be September 1, 2018. If Landlord shall be delayed in delivery of the Premises to Tenant due to any delay caused by Tenant, or a party employed by Tenant or the agent of Tenant, then in such case the Rent shall be accelerated by the number of days of such delay, and the Rent shall commence the same as if occupancy had been taken by Tenant. Prior to the commencement of the Term, Landlord shall have no responsibility or liability for loss or damage to fixtures, facilities or equipment installed or left on the Premises. By occupying the Premises as a Tenant, or to install fixtures, facilities or equipment, or to perform finishing work, Tenant shall be conclusively deemed to have accepted the same and to have acknowledged that the Premises are in the condition required by this Lease.

2.3 Occupancy to Complete Tenant's Work. Upon taking occupancy of the Premises, Tenant shall have the right to install within the Premises telecommunications and data equipment, lines and wiring for Tenant's business at the Premises ("IT Materials" as Tenant may reasonably determine provided that Tenant shall install the IT Materials at Tenant's sole cost and expense and subject to Landlord's consent, which consent shall not be unreasonably withheld, delayed or conditioned.

2.4 Early Access. If desired by Tenant, Landlord will allow Tenant access to the Premises upon the effective date of this Lease Agreement to enable Tenant to install data and telecommunications lines and equipment or furniture, provided, however that Tenant shall not interfere with the completion of Landlord's Work, and shall promptly repair any damages to the Premises of Union Depot by Tenant, or its contractors or agents.

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

SECTION 3 - RENT

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

of which is 365. The amount of the Base Rent will be reduced by the prorated amount of the taxes due and payable during the Term which are the real and personal property taxes assessed or levied upon its occupancy of the Premises assessed with respect to the Tenant's use and occupancy of the Premises (as leased public property) as provided in Section 3.3 below.

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

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

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

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

3.6 Late Payments. Tenant recognizes that late payment of any Rent when due or of any other sum due under this Lease will result in administrative expense to Landlord which will be extremely difficult and impractical to ascertain and agrees that if any such amount is not paid within five (5) days when due and payable pursuant to this Lease, a late charge shall be imposed in the amount of \$150.00 and shall be reassessed with respect to each such amount due that is not paid within five (5) days of the due date. The provisions of this Section 3 shall not relieve Tenant of the obligation to timely pay Rent or any amount due on or before the date due, nor any of Landlord's remedies under this Lease, including but not limited to, as provided in Section 16 below.

SECTION 4 - TAXES

4.1 Real Estate Taxes. Landlord shall pay all real property taxes and installments of special assessments payable therewith on any of the Union Depot land and improvements payable during the Lease Term, except for the taxes assessed with respect to Tenant's use and occupancy of the Premises (as leased public property) as provided in 3.3 above, which is otherwise exempt from ad valorem real estate taxes, rental taxes (if any) on rentals levied during the term hereof upon the rentals from the Premises.

SECTION 5 - COMMON AREAS AND USE OF UNION DEPOT

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

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

5.3 Landlord to Manage and Operate the Common Areas and Union Depot. Landlord agrees to manage, operate and maintain all Common Areas. The manner in which such areas and facilities shall be maintained and the expenditures therefore shall be at the sole discretion of Landlord, who shall have the right to adopt and promulgate reasonable nondiscriminatory rules and regulations, from time to time, for use of the Common Areas and Union Depot, including the right to designate parking areas for the use of employees of tenants of Union Depot and to restrict such employees from parking areas designated exclusively for customers or the general public. Upon reasonable request by Landlord, Tenant shall furnish a complete list of the names of the Tenant's employees at the Premises who have automobiles and of the license numbers of their automobiles and the license numbers of all motor vehicles operated by Tenant. If any employee of Tenant parks his or her motor vehicle in an area that is designated exclusively for customers or the general public, Landlord may tow that vehicle off the Union Depot, and all costs incurred by Landlord in towing and/or storing the vehicle shall be paid by Tenant to Landlord within 30 days after written notice from Landlord.

Landlord shall have the right to use portions of the Common Areas for the purpose of displays; promotions, programs, or other uses which may be of interest to all or part of the general public, and as Landlord determines promotions thereof may be used at Landlord's discretion for events open to the public, private receptions and other similar activities. Landlord shall have the right to close portions of the Common Areas from time to time for repairs, to prevent accruing of public rights therein, and for any other legitimate purpose. Tenant acknowledges and agrees that Landlord has developed Union Depot as a multi-modal transportation hub and activity center and that Union Depot will be used for transportation purposes and for events and other activities, including public and private events and also restaurant, entertainment and other retail and similar activities without limitation as determined by Landlord, and that Union Depot is subject to easements, agreements for access and use and similar arrangements already established and to be established (individually and collectively, "Union Depot Use"). This Lease is expressly subject to Landlord's rights to have the Union Depot Use and Tenant agrees and acknowledges that the Union Depot Use is consistent with the reasonable use of Union Depot and shall not be deemed, construed or interpreted as interfering with Tenant's Use or Tenant's rights hereunder with respect to the Premises or the Common Areas or any of Union Depot.

SECTION 6 - USE

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

6.2 Prohibited Uses. Except ordinary operations of Tenant's use, which shall be subject to the reasonable rules and regulation of Landlord, Tenant shall not obstruct the Common Areas or use the same for business or display purposes, abuse Union Depot or any of the fixtures or personal property of Union Depot, use plumbing for any purpose other than that for which constructed; make or permit any loud noise or offensive odor to emit from the Premises; create, maintain or permit a nuisance thereon; do any act tending to injure the reputation of Union Depot; place or permit any radio, television, loud speaker or sound amplifier, or other devices similar to any of the foregoing outside of the Premises or at any place where the same may be seen or heard outside of the Premises; where loading and delivery facilities are provided, use or permit to be used entrances for delivery or pick-up of merchandise or supplies to or from the Premises; permit trucks or other delivery vehicles while being used for any such purpose to be parked at any place within Union Depot.

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

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

SECTION 7 - UTILITIES AND SERVICES

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

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

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

SECTION 8 -REPAIRS

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

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

shall pay the costs and expenses necessary to maintain, repair and replace all data and telecommunication lines exclusively serving the Premises, including all data and telecommunications lines serving and within the Premises.

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

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

SECTION 9 - TRADE FIXTURES, ALTERATIONS, SIGNS, NAME

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

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

perform such Work if such action results or would result in a labor dispute or otherwise would materially interfere with Landlord's operation of Union Depot or the use of Union Depot by any authorized user, unless such interference is specifically approved by Landlord in each instance. Tenant shall promptly pay all contractors and materialmen so as to avoid the possibility of a lien attaching to the Premises. In the event any such lien is filed or notice thereof given to Tenant, Tenant shall, within twenty-four (24) hours of filing of notice, receipt of the lien or notice thereof, give Landlord notice of such lien and Tenant shall, within ten (10) days after the earlier of receiving notice of the lien or the filing of the lien, discharge such lien by payment of the amount due or by providing security guarantying payment the amount due the claimant and in such form and amount as Landlord determines is sufficient in Landlord's sole discretion. Landlord may, at its option, require Tenant to demonstrate its ability to pay for the Work, or require Tenant to furnish such bonds or other security satisfaction of such Work free and clear of all mechanic's and materialmen's liens. Landlord shall have the right to post the Premises in accordance with Minn. Stat. §514.06. Nothing in this Lease shall be construed as consent on the part of the Landlord so as to subject the Landlord's estate in the Premises, or any of Union Depot to any lien or liability under the lien laws of the State of Minnesota.

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

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

SECTION 10 - RELEASES AND INDEMNITY

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

or defend such action or proceeding by counsel reasonably satisfactory to Landlord.

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

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

SECTION 11- INSURANCE

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

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

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

(a) Fire and All-Risk Property Insurance.

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

(b) Commercial General Liability Insurance.

i. Amounts

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

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

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

(c) Automobile Insurance.

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

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

- i. Workers' Compensation as required by Minnesota Statutes.
- ii. Employer's Liability limits: \$500,000/\$500,000/\$500,000

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

Insurance with Landlord. Copies of insurance policies shall be submitted to Landlord upon request.

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

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

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

SECTION 12 - FIRE OR OTHER CASUALTY

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

12.2 Partial Damage to Union Depot. If the Premises are substantially destroyed or rendered wholly untenantable for Tenant's Use, Union Depot is not totally damaged or destroyed, Landlord is able to provide Tenant with alternative space within Union Depot for Tenant's Use and Union Depot is suitable as a location for Tenant's Use, and the damage or destruction takes place before the time when the remaining length of the Term is six (6) months or less, Landlord shall promptly restore the Premises at Landlord's expense and Rent shall abate until the restored Premises are delivered to Tenant, unless Landlord does not complete the restoration within 270 days of the damage, in which event Tenant may terminate this Lease upon 90 days written notice to Landlord and if Landlord does not deliver the restored Premises within 30 days of the date of Tenant's notice of termination. If the Premises are partially damaged or destroyed and the remainder is tenantable for Tenant's Use, Landlord

shall promptly repair the damage and restore the Premises to the condition existing immediately before the damage or destruction and Rent shall abate proportionately with the area of the Premises that is rendered untenable. Landlord's obligation to repair or rebuild as proved in this Section 12 of this Lease shall exclude leasehold improvements, except as installed by Landlord prior to the Commencement Date. In no event in the case of any such damage or destruction shall Landlord be required to repair or replace Tenant's stock in trade, leasehold improvements installed by Tenant, or fixtures, furniture, furnishings or floor coverings and equipment of Tenant or installed by Tenant. In the event the Premises are repaired or restored as provided in this Section 12, Tenant covenants to make such repairs and replacements of all such items which are not the responsibility of Landlord as provided in this Section 12.2 and to furnish Landlord, on demand, evidence of insurance assuring its ability to do so.

SECTION 13 - EMINENT DOMAIN

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

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

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

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

SECTION 14 - ASSIGNMENT AND SUBLETTING

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

than Tenant shall not be deemed to be a waiver of any of the provisions of this Lease or as consent to any assignment or subletting of the Premises.

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

SECTION 15 - ACCESS TO PREMISES

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

SECTION 16 - DEFAULT OF TENANT AND REMEDIES

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

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

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

(e) Tenant shall have abandoned the Premises, or shall not operate the Premises in the manner provided in Section 6 above of this Lease.

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

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

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

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

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

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

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

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

SECTION 17 - SURRENDER OF POSSESSION/HOLDING OVER

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

17.2 Holding Over. If Tenant remains in possession of the Premises after the expiration or termination of this Lease, it shall be deemed to be occupying the Premises as a tenant at sufferance, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable; provided, however, that the Base Rent required to be paid by Tenant during any holdover period shall

be twice the amount of the Base Rent set forth above. No unauthorized holding over shall operate to renew or extend this Lease and Tenant shall indemnify Landlord against all claims for damages of any kind resulting from the holdover.

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

SECTION 18 - SUBORDINATION

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

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

SECTION 19 - NOTICES

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

SECTION 20 - ESTOPPEL STATEMENTS

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

SECTION 21 - QUIET ENJOYMENT

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

SECTION 22 - SECURITY INTEREST

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

SECTION 23 - RELATIONSHIP OF THE PARTIES

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

SECTION 24 - DATA AND AUDIT

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

data privacy. Tenant shall take all reasonable measures to secure the computers or any other storage devices in which any Landlord data, if any, is contained or which are used to access Landlord data for Union Depot.

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

SECTION 25 - WASTE REDUCTION

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

SECTION 26- OTHER GENERAL

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

26.2 Prevailing Wage. With respect to any alteration to the Premises or any service to maintain the Premises obtained or contracted by Tenant, Tenant and its contractors and subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which the unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which the unions do not have jurisdiction. For purposes of this agreement, the terms "prevailing wage", "minimum wage rate per hour" and "prevailing rate" shall mean "prevailing wage rate" as defined in Minnesota Statutes §177.42. Pursuant to Minnesota Statutes §177.41 to §177.44 and corresponding Rules 5200.1000 to 5200.1120, all construction contracts funded in whole or in part by state funds are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

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

26.4 Cumulative Remedies and Non-Waiver. The various rights and remedies contained in

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

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

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

26.7 Force Majeure. Whenever a period of time is herein provided for either party to do or perform any act or thing, that party shall not be liable or responsible for any delays, and applicable periods for performance shall be extended accordingly, due to strikes, lockouts, riots, acts of God, shortages of labor or materials, national emergency, acts of a public enemy, governmental restrictions, laws or regulations, or any other cause or causes, whether similar or dissimilar to those enumerated, beyond its reasonable control. The provisions of this Section 26.7 shall not operate to excuse Tenant from prompt payment of Rent, Additional Rent, or other monetary payments required by the terms of this Lease.

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

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

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

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

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

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

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

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

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

LANDLORD:

RAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY

Rafael E. Ortega, Chair

Date: _____

Approval Recommended

Johanna Berg, Deputy County Manager

Approved as to form and insurance

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

TENANT:

REDTEAM SECURITY CORPORATION

By: _____
Name: Ryan Manship

Its: President

Date: 7/24/18

Exhibit A
LEGAL DESCRIPTION OF UNION DEPOT

Head House Parcel

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

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

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

"Fit Parcel"

Lot 9, Block 1, St. Paul Union Depot

"Leone Parcel"

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

Post Office Parcel

Parcel A:

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

Line "A":

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

Line "B":

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

Parcel B:

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

Parcel C:

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

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

Kellogg Boulevard; thence on a straight line bearing South 55 degrees 39 minutes 55 seconds West along said Southeasterly line of Kellogg Boulevard for a distance of 900.66 feet to the place of beginning of tract to be described.

Parcel D:

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

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

Together with

Parcel E:

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

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

Together with

Parcel F:

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

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

Together with

Parcel G:

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

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

And also together with

Parcel H:

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

Commencing at the Southeasterly corner of Lot 12, Block 30, City of St. Paul; thence on an assumed bearing of North 34 degrees 57 minutes 06 seconds West along the Easterly line of said Lot 12 a distance of 72.52 feet to the point of beginning of the line to be described; thence South 35 degrees 11 minutes 41 seconds West a distance of 80.43 feet; thence Southwesterly along a tangential curve concave to the Northwest having a radius of 760.99 feet, a central angle of 13 degrees 42 minutes 54 seconds for a distance of 182.16 feet to the Easterly line of said Jackson Street and said line there terminating.

Parcel I:

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

Commencing at the northwesterly corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees 36 minutes 00 seconds West, an assumed bearing, along the northwesterly extension of the southwesterly line of said Lot 29, a distance of 7.37 feet; thence South 10 degrees 39 minutes 55 seconds West, 42.26 feet; thence South 34 degrees 36 minutes 00 seconds East 126.34 feet to the point of beginning of the following described center line; thence South 55 degrees 15 minutes 57 seconds West 79.84 feet to the westerly right-of-way of said Sibley Street and there terminating. Sidelines of said skyway easement are prolonged or shortened to terminate at the easterly and westerly right-of-way of said Sibley Street. The bottom plane of the vertical space contained within said easement shall be 726.00 feet (based on the NVGD 1929 data, City of St. Paul, Bench mark location northeastern corner of Second Street and Jackson Street, top nut hydrant elevation is 708.20 feet) on the easterly right-of-way line and 728.00 feet at the western right-of-way line of said Sibley Street; and a top plane elevation of the vertical plane of said easement shall be 32.00 feet above said elevations cited

for the bottom plane, pursuant to Encroachment Permit Document Number 3832061.

Together with

Parcel J:

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

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

HRA Parcel

SUBJECT TO CONSECO ROADWAY EASEMENT RSRVATION

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

Beginning at a point on the northeasterly line of vacated Broadway Street and its extension southeasterly which bears South 34 degrees 28 minutes 05 seconds East on an assumed bearing a distance of 454.85 feet from the intersection of said northeasterly line of vacated Broadway Street and the southeasterly line of Kellogg Boulevard, said point being on a line approximately 25 feet northwesterly or westerly of the most northwesterly rail of the trackage to the southeast, and said line is hereinafter known as Line B; thence North 55 degrees 17 minutes 42 seconds East along said Line B a distance of 338.58 feet; thence northeasterly along said Line B along a curve concave to the southeast having a radius of 5824.29 feet and a central angle of 1 degree 56 minutes 11 seconds a distance of 196.83 feet; thence North 57 degrees 13 minutes 53 seconds East along said Line B a distance of 103.76 feet; thence northeasterly along said Line B along a curve concave to the northwest having a radius of 6066.68 feet and a central angle of 1 degree 55 minutes 16 seconds a distance of 203.41 feet; thence North 55 degrees 18 minutes 37 seconds East along said Line B a distance of 606.41 feet; thence northeasterly along said Line B along a curve concave to the northwest having a radius of 586.31 feet and a central angle of 71 degrees 08 minutes 30 seconds a distance of 727.99 feet; thence North 11 degrees 26 minutes 12 seconds West along said Line B a distance of 112.08 feet to its intersection with the centerline of Kellogg Boulevard; thence South 55 degrees 40 minutes 57 seconds West along said centerline of Kellogg Boulevard a distance of 44.14 feet to the point of beginning of Line A, the southeasterly line of that property described in Document Numbers 2263023 and 2313361; thence southerly along said Line A along a non-tangential curve concave to the West having a radius of 622.44 feet and a central angle of 31 degrees 02 minutes 10

seconds, chord bearing South 2 degrees 14 minutes 37 seconds West, chord of 333.06 feet, a distance of 337.17 feet to a point of compound curve; thence southwesterly along said Line A along a curve concave to the northwest having a radius of 398.86 feet and a central angle of 37 degrees 33 minutes 02 seconds a distance of 261.40 feet; thence South 55 degrees 18 minutes 45 seconds West along said Line A a distance of 348.92 feet; thence southwesterly along said Line A along a tangential curve concave to the northwest having a radius of 946.37 feet and a central angle of 7 degrees 09 minutes 11 seconds a distance of 118.15 feet; thence South 62 degrees 27 minutes 51 seconds West along said Line A a distance of 379.75 feet; thence South 69 degrees 37 minutes 02 seconds West along said Line A a distance of 480.15 feet; thence South 76 degrees 46 minutes 12 seconds West along said Line A a distance of 284.84 feet to the point of termination of said Line A on the northeasterly line of vacated Broadway Street, said point bearing South 34 degrees 28 minutes 05 seconds East a distance of 57.74 feet from the intersection of the southeasterly line of Kellogg Boulevard and the northeasterly line of vacated Broadway Street; thence South 34 degrees 28 minutes 05 seconds East along said northeasterly line of vacated Broadway Street and its extension southeasterly a distance of 397.11 feet to the point of beginning.

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

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

Surface Lot Parcel

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

Commencing in the Northeasterly line of Block 4, Hopkins Addition, which line is also the Southwesterly line of vacated Broadway Street in said City of St. Paul and bears South 34 degrees 05 minutes 48 seconds East from a point therein distant 54.12 feet from the Northerly corner of said Block 4; thence North 63 degrees 39 minutes 00 seconds East along the Southerly line of

vacated Broadway Street (being the Southerly line of Water Street produced Westerly) for 40.37 feet to the center line of said vacated Broadway Street; thence North 34 degrees 05 minutes 48 seconds West along said center line of vacated Broadway Street for 14.42 feet; thence North 77 degrees 07 minutes 25 seconds East 327.77 feet; thence North 69 degrees 58 minutes 15 seconds East 480.15 feet; thence North 62 degrees 49 minutes 05 seconds East 379.76 feet; thence along a curve to the left having a radius of 946.37 feet, and to which the last described course is tangent for 14.00 feet, delta angle 0 degrees 50 minutes 53 seconds, a long chord of 14.00 feet bears North 62 degrees 23 minutes 29 seconds East to the point of beginning of the lines to be herein described; thence continuing along a curve to the left 104.14 feet, delta angle of 6 degrees 18 minutes 17 seconds, a long chord of 104.08 feet bears North 58 degrees 49 minutes 04 seconds East for 348.92 feet; thence along a curve to the left having a radius of 398.86 feet, to which the last described course is tangent, 261.40 feet, delta angle of 37 degrees 32 minutes 59 seconds, a long chord of 256.75 feet bears North 36 degrees 53 minutes 25 seconds East to a point of compound curve; thence Northerly along a curve to the left having a radius of 622.44 feet, delta angle of 27 degrees 44 minutes 23 seconds, a long chord of 298.42 feet bears North 4 degrees 14 minutes 42 seconds East a distance of 301.35 feet to the Southeasterly line of Kellogg Boulevard (Third Street); thence South 55 degrees 52 minutes 11 seconds West along said Southeasterly line 880.92 feet; thence South 34 degrees 07 minutes 49 seconds East 313.34 feet to the point of beginning, according to the recorded plat thereof, and situate in Ramsey County, Minnesota.

Abstract Property.

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

EXHIBIT B
PREMISES- SUITE 140 AND 150

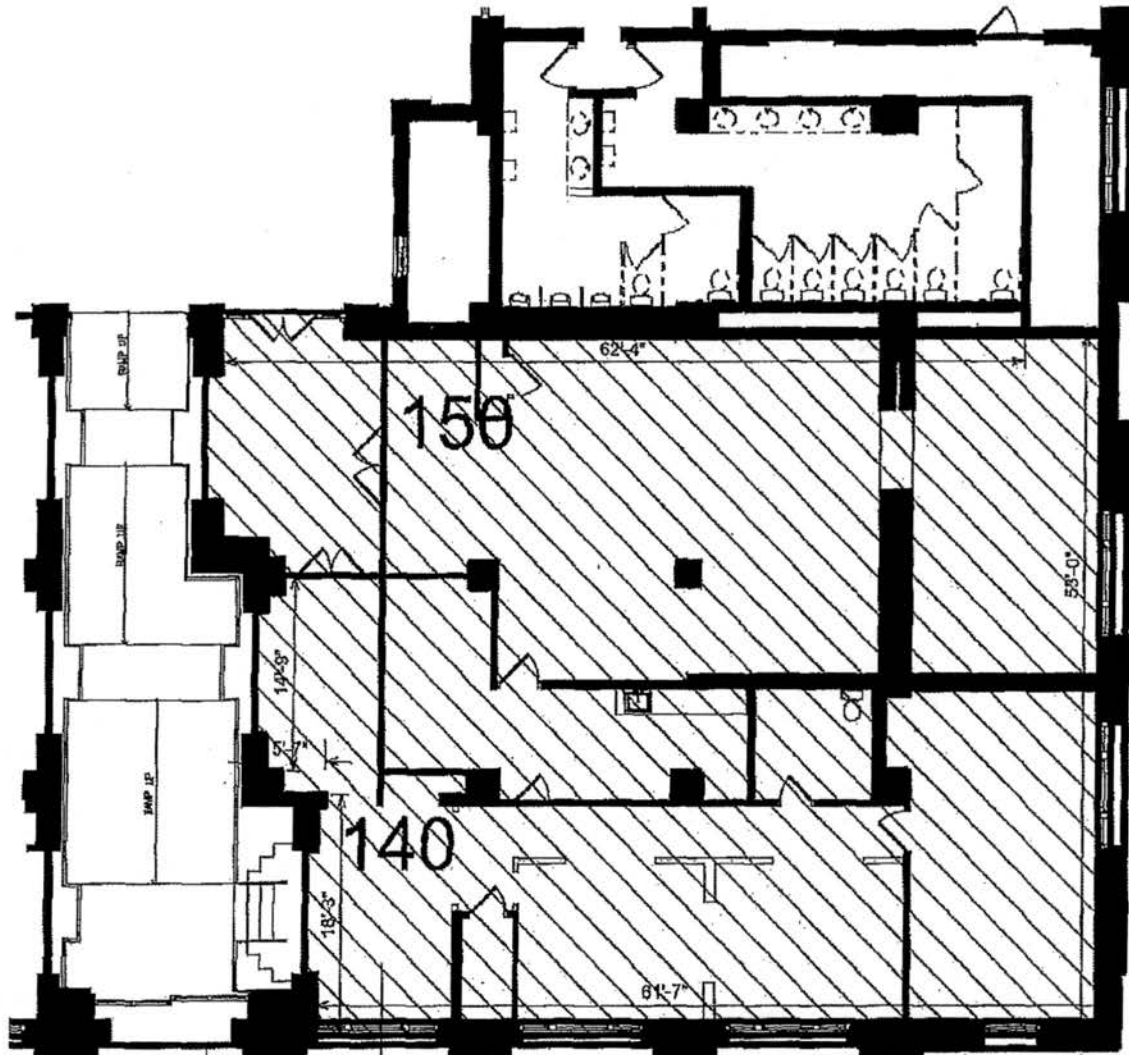


EXHIBIT C
RULES AND REGULATIONS

1. The sidewalks, entrances, passages, lobbies, plazas, elevators, escalators, stairways, vestibules, corridors, halls and other public portions of the Building ("Public Areas") and the corridors in the Basement of the Building shall not be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from its Premises, and no tenant shall permit any of its employees, agents, licensees or invitees to congregate or loiter in any of the Public Areas. No tenants shall invite to, or permit to visit its Premises, persons in such numbers or under such conditions as may interfere with the use and enjoyment by others of the Public Areas. Fire exits and stairways are for emergency use only, and they shall not be used for any other purposes by any tenant, or the employees, agents, licensees or invitees of any tenant. Landlord reserves the right to control and operate, and to restrict and regulate the use of the Public Areas and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally, including the right to designate an elevator for delivery service, and the right to designate which Building entrances shall be used by persons making deliveries in the Building. No doormat or any kind whatsoever shall be placed or left in any public hall or outside any entry door of the Premises. Tenant shall not place objects against glass partitions or doors or windows which would be unsightly from the covered pedestrian space, or passageways, or from the exterior of the Building, and will promptly remove the same upon notice from Landlord.
2. Without the consent of Landlord, (a) no awnings or other projections shall be attached to the exterior side of any walls of the Premises, and (b) no curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with any window or door of the Premises. Such curtains, blinds, shades or screens must be of a quality, type, design and color, and attached in the manner approved by Landlord. In order that the Building can and will maintain a uniform and high quality appearance to those persons outside of the Premises, each tenant shall (x) in areas where lighting is visible from the outside of its Premises, use only lighting which has been previously approved by Landlord, and (y) in window areas, use only blinds which have previously approved by Landlord.
3. Tenant agrees that all receiving and delivery of goods and merchandise and all removal of merchandise, supplies, equipment, garbage, trash, rubbish and refuse shall be made only by way of the areas provided therefor by Landlord and in accordance with procedures and at the hours specified, from time to time, by Landlord. Garbage, trash, rubbish and refuse shall be kept in a sanitary and adequate closed container so as not to be visible to the public.
4. Neither the sashes, sash doors, skylights or windows that reflect or admit light and air into the halls, passageways or other public places in the Building nor the heating, ventilating and air conditioning vents and doors shall be covered or obstructed by any tenant, nor shall any bottles, parcels or other articles be placed on the window sills. Tenant shall have no right to remove or change shades, blinds or other window coverings within the Premises without Landlord's consent.

5. No showcases or other articles shall be put by Tenant in front of or affixed to any part of the exterior of the Building, nor placed in the Public Areas.
6. No acids, vapors or other materials harmful to the waste lines, vents or flues shall be discharged, or permitted to be discharged, into the waste lines, vents or flues of the Building. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were designed and constructed, and no sweepings, rubbish, rags, acids or other foreign substances shall be thrown or deposited therein. Nothing shall be swept or thrown into the Public Areas or other areas of the Building, or into or upon any heating or ventilating vents or registers or plumbing apparatus in the Building, or upon adjoining buildings or land or the street. The cost of repairing any damage resulting from any misuse of such fixtures, vents, registers and apparatus and cost of repairing any damage to the Building, or to any facilities of the Building, or to any adjoining building or property, caused by any tenant, or the employees, agents, concessionaires, licensees, customers or invitees of such tenant, shall be paid by such tenant.
7. No tenant shall mark, paint, drill into, or in any way deface, any part of its Premises or the Building, except with the written consent of, and as directed by, Landlord. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of, and as directed by, Landlord. No telephone, telegraph or other wires or instruments shall be introduced into the Building by any tenant except in a manner approved by Landlord. No tenant shall lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the Premises, and, if tile or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.
8. No bicycles, vehicles, animals (except service animals), fish or birds or any kind shall be brought into, or kept in or about, the Premises or the Building.
9. No noise, including music, the playing of musical instruments, recordings, radio or television, which, in the sole judgment of Landlord, might disturb other tenants or persons in the Structure or the operations thereof, shall be made or permitted by any tenant; provided, however, the foregoing shall constitute an Immediately Remedial Condition which if immediately cured by Tenant upon Landlord's request, the occurrence of such noise shall not constitute a default under the Lease. Nothing shall be done or permitted by any tenant which would impair or interfere with the use or enjoyment by any other tenant or persons of any other space in the Structure.
10. Nothing shall be done or permitted in the Premises or the Building, and nothing shall be brought into, or kept in or about the Premises or the Building, which would impair or interfere with any of the Building Equipment or the services of the Building or the proper and economic heating, cleaning or other services of the Building or the Premises, nor shall there be installed by any tenant any ventilating, air conditioning, electrical or other equipment of any kind which, in the judgment of Landlord, might cause any such impairment or interference. No tenant, nor the employees, agents, concessionaires, licensees, customers or invitees of any tenant, shall at any time bring or keep upon its Premises or other area of the Building any highly inflammable, combustible (which shall not be deemed to include newsprint) or explosive fluid, chemical or substance.

11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in locks or the mechanism thereof, without Landlord's consent. Tenant shall supply to Landlord duplicate keys to locks installed by Tenant. Duplicate keys for the Premises and toilet rooms shall be procured only from Landlord, and Landlord may make a reasonable charge therefor. Each tenant shall, upon the expiration or sooner termination of the Lease of which these Rules and Regulations are a part, turn over to Landlord all keys to stores, offices and toilet rooms, either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys furnished by Landlord, such tenant shall pay to Landlord the cost of replacement locks.
12. All removals, or the carrying in or out of any safes, freight, furniture, packages, boxes, crates or any other object or matter of any description shall take place only during such hours and in such manner as Landlord may from time to time determine, which may involve overtime work for Landlord's employees. Tenant shall reimburse Landlord for extra costs incurred by Landlord including cost of such overtime work Landlord reserves the right to inspect all objects and matter to be brought into the Building and to exclude from the Building all objects and matter which violate any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. Landlord may install, maintain and discontinue such security measures and systems as Landlord deems appropriate (and Landlord agrees not to discriminate solely against Tenant in Landlord's determination to discontinue security measures and systems), but the establishment and enforcement thereof shall not impose any responsibility on Landlord for the protection of any tenant against any injury to a tenant or to any other person, or for any damage to, or loss of, any of tenant's personal property or of the property of any other person. Landlord shall in no way be liable to any tenant for damages or loss arising from the admission, exclusion or ejection of any person to or from the Premises or the Building under the provisions of this Rule 12 or of Rule 14 hereof.
13. Landlord shall have the right to prohibit any advertising or identifying sign by any tenant which, in the judgment of Landlord, tends to impair the appearance or reputation of the Structure or the desirability of the Structure as a mixed-use building, and upon written notice from Landlord, such tenant shall refrain from and discontinue such advertising or identifying sign.
14. If Landlord institutes a pass system for entrance to the Building after business hours, Landlord reserves the right to exclude from the Building all employees of any tenant who do not present a pass to the Building signed by such tenant. Landlord or its agent will furnish passes to persons for whom any tenant requests the same in writing. Landlord reserves the right to require all other persons entering the Building to sign a register, to be announced to the tenant such person is visiting, and to be accepted as a visitor by such tenant or to be otherwise properly identified (and, if not so accepted or identified, reserves the right to exclude such persons from the Building) and to require persons leaving the Building to sign a register or to surrender a pass given to such person by the tenant visited. Each tenant shall be responsible for all persons for whom it requests any such pass or any person who such tenant so accepts, and such tenant shall be liable to Landlord for all acts or omissions of such persons. Any person whose presence in the Building at any time shall, in the judgment of Landlord, be prejudicial to the safety, character, security, reputation or interests of the

Building or the tenants of the Building may be denied access to the Building or may be ejected from the Building. In the event of invasion, riot, public excitement or other commotion, Landlord may prevent all access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of tenants and the protection of property in the Building.

15. All entrance doors in its Premises shall be kept locked by each tenant when its Premises are not in use.
16. Each tenant shall, at the expense of such tenant, provide light and power for the agents, contractors and employees of Landlord while making repairs or alterations in and for the benefit of the Premises.
17. The Premises shall not be used or appear to be used for lodging or sleeping or for any immoral or illegal purpose.
18. The requirements of tenants will be attended to only upon application at the office of the Landlord. Employees of Landlord shall not perform any work or do anything outside of their regular duties, unless under special instructions from Landlord.
19. Other than retail selling within a tenant's Premises, canvassing, soliciting and peddling in the Building are prohibited and each tenant shall cooperate to prevent the same.
20. The employees, agents, concessionaires, and licensees of any tenant shall not loiter around the Public Areas or the front, roof or any part of the Building used in common by other occupants of the Building. Tenants shall not permit loitering within their Premises.
21. There shall not be used in any space, or in the Public Areas either by any tenant or by others, in the moving or delivery or receipt of safes, freight, furniture, packages, boxes, crates, paper, office material or any other matter or thing, any hand trucks except those equipped with rubber tires, side guards and such other safeguards as Landlord shall require. No hand trucks shall be used in passenger elevators.
22. Tenant shall not cause or permit any odors of cooking or other processes, or any odors, whether deemed pleasant or unpleasant, to emanate from the Premises. No cooking shall be done in its Premises or except as is expressly permitted in the Lease of which these Rules and Regulations are a part.
23. All paneling, doors, trim or other wood products not considered furniture shall be of fire-retardant materials. Before installation of any such materials, certification of the materials' fire-retardant characteristics shall be submitted to and approved by Landlord, and installed in a manner approved by Landlord.
24. Whenever any tenant shall submit to Landlord any plan, agreement or other document for the consent or approval of Landlord, such tenant shall pay to Landlord, on demand, a processing fee in the amount of the reasonable fees for the review thereof, including the services of any architect, engineer or attorney employed by Landlord (whether or not Landlord's in-house staff) to review such plan, agreement or document.

25. Tenant shall not operate any coin or token-operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages, or services, including pay telephones, pay lockers, pay toilets, scales, amusement devices and machines for the sale of beverages, foods, candy, cigarettes or other commodities, without the prior written consent of Landlord.
26. No load will be placed on any floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry.
27. Landlord reserves the right to rescind, alter, waive or add, as to one or more or all tenants, any rule or regulation at any time prescribed for the Building when, in the reasonable judgment of Landlord, Landlord deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Building and/or the Structure, or the preservation of good order therein, or the operation or maintenance of the Building and/or the Structure, or the equipment thereof, or the comfort of tenants or others in the Building and/or the Structure. No rescission, alteration, waiver or addition of any rule or regulation in respect of one tenant shall operate as a rescission, alteration or waiver in respect of any other tenant.

EXHIBIT D
FORM OF RATIFICATION AGREEMENT

THIS RATIFICATION AGREEMENT ("Agreement") is made and entered into as of _____, 2018 by and between Ramsey County Regional Railroad ("Landlord") and RedTeam Security Corporation ("Tenant").

RECITALS

A. Landlord and Tenant entered into a lease dated _____, 2018 ("Lease") for certain premises located at Suite 140 and 150, Union Depot, 214 4th Street East, St. Paul, Minnesota (the "Premises").

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

NOW, THEREFORE, Landlord and Tenant state and agree:

1. Tenant acknowledges that on _____, 2018 Landlord delivered the Premises to Tenant in the condition required by the Lease.

2. The final Commencement Date is _____

3. The rent Commencement Date is _____

4. The Termination Date of the Term of the Lease (the Initial Term) shall be _____.

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

RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY:

RedTeam Security Corporation

By. _____

Ryan Manship

Its: President

Approved as to form:

Assistant Ramsey County Attorney

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Property Management

R2018-30

Committee: Regional Railroad Authority

Meeting Date: 8/7/2018

SUBJECT: Amended and Restated Easement with the City of Saint Paul for the Broadway Lift Station and Stormwater Pump Station on Ramsey County Regional Railroad Authority property at Union Depot

REQUESTED ACTION

1. Approve an Easement with the City of Saint Paul for a permanent non-exclusive easement, and a temporary construction easement for the period of August 7, 2018 through March 31, 2019, for the Broadway Lift Station and Stormwater Pump Station at Union Depot.
2. Authorize the Chair to execute the Easement.

EXECUTIVE SUMMARY

The City of Saint Paul (City) provides for the sanitary sewer and storm sewer collection systems. The City is undertaking a public improvement project for the Broadway lift station and stormwater pump station, which serves the Lowertown area of Saint Paul including Union Depot. The project includes upgrades of the existing lift station on City property at the corner of Kellogg Boulevard and Broadway; expansion and enhancements to the lift station on Ramsey County Regional Railroad Authority (RCRRA) property; and construction of a new stormwater pump station also on RCRRA property.

The project is of significant benefit to operations at Union Depot as current City flood management greatly impedes use of the bus deck. The lift station will be increased in capacity and have an emergency generator. The new stormwater pump station replaces the pump station presently located within the traffic lanes of the vehicle entrance to Union Depot. Currently, traffic lanes must be restricted when the pump station is activated during flood events resulting in detours of Metro Transit and other bus routes. This project will benefit the entire area served by these systems, and will benefit the operation of Union Depot by reducing the frequency and impact to the use of the vehicle entrance during flood events.

The City is requesting a permanent easement from RCRRA to locate a portion of the expanded and enhanced lift station and a new stormwater pump station on the property known as Union Depot. The easement area includes a portion of the property used for the vehicle entrance to Union Depot at Broadway Street and Kellogg Boulevard and the area immediately east of the entrance. The vehicle entrance area is already subject to an easement with the City for the stormwater interceptors. That easement predates RCRRA acquisition of the property and would be expanded to include the full width of the vehicle entrance and the property east of the vehicle entrance currently used as sidewalks and landscaped areas.

The City is also requesting a temporary construction easement immediately east of the proposed permanent easement on property used as sidewalk, parking lot, and bike path. The City will use the temporary easement for staging and storage during project construction and to provide an adequate perimeter around the project area to ensure the safety of the public.

Amended and Restated Easement with the City of Saint Paul for the Broadway Lift Station and Stormwat

The temporary easement will be for the period of August 7, 2018 through March 31, 2019. During this period pedestrian traffic and the bike path will be rerouted and seven (7) parking spaces will be unavailable. The City is responsible for establishing pedestrian and bike routes around the temporary easement area, monitoring throughout the term of the easement, and will address any issues that may arise.

At the end of the project the City will remove all construction equipment, materials, and supplies and restore all damaged areas to their original condition or as otherwise agreed to in the approved project site plans. The City will pay all costs associated with the project including restoration costs and traffic control costs.

RCRRA and Property Management staff recommend approval of the easement to allow the City to complete the Broadway lift station and stormwater pump project at Union Depot in the vicinity of Broadway Street and Kellogg Boulevard.

FISCAL IMPACT

The City of Saint Paul is responsible for all costs associated with the project including restoration of Union Depot property. There is no fee associated with this easement as it serves a public benefit.

COUNTY MANAGER COMMENTS

Board approval is required for granting easements on Ramsey County Regional Railroad Authority property.

PREVIOUS ACTION

None.

ATTACHMENTS

1. Draft Resolution
2. Draft Easement

Draft Resolution

WHEREAS, The City of Saint Paul (City) provides for the sanitary sewer and storm sewer collection systems; and

WHEREAS, The City is undertaking a public improvement project for the Broadway lift station and stormwater pump station which serves the Lowertown area of Saint Paul including Union Depot; and

WHEREAS, The project includes upgrades of the existing lift station on City property at the corner of Kellogg Boulevard and Broadway; expansion and enhancements to the lift station on Ramsey County Regional Railroad Authority property; and construction of a new stormwater pump station also on Ramsey County Regional Railroad Authority property; and

WHEREAS, The project will expand the capacity of the lift station and includes an emergency generator to provide reliable operation in event of an electric power outage; and

WHEREAS, The new stormwater pump station replaces the pump station presently located within the traffic lanes of the vehicle entrance to Union Depot; and

WHEREAS, Currently traffic lanes must be restricted when the pump station is activated during flood events resulting in detours of Metro Transit bus routes; and

WHEREAS, The City of Saint Paul is requesting a permanent easement from Ramsey County Regional Railroad Authority to locate a portion of the expanded and enhanced lift station and a new stormwater pump station on the property known as Union Depot; and

WHEREAS, The City of Saint Paul is also requesting a temporary construction easement immediately east of the proposed permanent easement for the period of August 7, 2018 through March 31, 2019; and

WHEREAS, The City of Saint Paul is responsible for establishing pedestrian and bike routes around the temporary easement area, monitoring throughout the term of the easement, and will address any issues that may arise; and

WHEREAS, At the end of the project the City of Saint Paul will remove all construction equipment, materials, and supplies and restore all damaged areas to their original condition or as otherwise agreed to in the approved project site plans; and

WHEREAS, The City of Saint Paul will pay all costs associated with the project, including restoration costs and traffic control costs; and

WHEREAS, Ramsey County Regional Railroad Authority and Property Management staff recommend approval of the easement to allow the City of Saint Paul to complete the Broadway lift station and stormwater pump project at Union Depot in the vicinity of Broadway Street and Kellogg Boulevard; Now, Therefore Be it

RESOLVED, The Ramsey County Regional Railroad Authority approves an easement with the City of Saint Paul for a permanent non-exclusive easement, and a temporary construction easement for the period of August 7, 2018 through March 31, 2019, for the Broadway Lift Station and Stormwater Pump Station at Union Depot; Be It Further

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

AMENDED AND RESTATED EASEMENT AGREEMENT

This Amended and Restated Easement Agreement ("Agreement" or "Easement Agreement") is entered into between the Ramsey County Regional Railroad Authority ("RCRRA" or "Grantor"), a political subdivision of the State of Minnesota, and the City of Saint Paul, a Minnesota municipal corporation ("City" or "Grantee"), as of the ____ day of ____, 2018.

Recitals

- A. RCRRA is the fee owner of that certain parcel of land located in the City of Saint Paul, County of Ramsey, State of Minnesota ("RCRRA Property"), as legally described on attached Exhibit A, and as generally depicted or indicated on attached Exhibit B. The RCRRA Property together with adjacent real property of RCRRA is improved as a multi-modal transit and transportation facility referred to as Union Depot which includes a building and other improvements providing facilities for transportation services and parking (collectively "Union Depot").
- B. City owns and maintains a lift station and storm sewer and sanitary sewer system located in the area shown on attached Exhibit B. The lift station is located on City owned property ("City Property"), and a storm sewer with manholes and related improvements are located on and within the RCRRA Property in the area of Vacated Broadway Street and pursuant to an existing easement in favor of City as grantee recorded in the office of the Ramsey County Recorder as Document No. 561981 and in the office of the Ramsey County Registrar as Document No. ____ ("Existing Easement").
- C. City is undertaking City Project No. 18-S-2041 (the "Project") to construct a new flood pumping station, back-up power generator system and also to rehabilitate the existing lift station system and to use the storm and sanitary sewer system previously constructed in Vacated Broadway pursuant to the Existing Easement (collectively, the "Facilities").
- D. In connection with the Project, RCRRA and City desire and intend that RCRRA, as Grantor, grant to City, as Grantee, a permanent easement ("Easement") on, over, under and across a portion of the RCRRA Property as legally described on attached Exhibit C ("Additional Easement Area") to enable City to construct the Project and to have, maintain, repair and replace the Facilities.
- E. The Existing Easement encumbers a portion of the RCRRA Property within the Additional Easement Area, additional RCRRA Property that is not within the Additional Easement Area ("Additional Existing Easement Area") and land that is not within the area of the RCRRA Property ("Third Party Land").

F. RCRRA and City desire and intend that this Agreement replace and supersede the Existing Easement with respect to the real property included in the Additional Easement Area and the Additional Existing Easement Area (together the "Easement Area").

G. RCRRA and City also desire and intend that RCRRA grant to City a temporary easement over and across a portion of the RCRRA Property ("Temporary Easement Area") as legally described on attached Exhibit C for staging, storage and access purposes for the work to complete the Project ("Temporary Easement").

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises and covenants below and other good and valuable consideration, RCRRA and City agree as follows:

1. Grant of Easements. RCRRA, as Grantor, hereby grants to City, as Grantee, easements as follows:
 - a. Permanent Easement. Grantor grants to Grantee a permanent non-exclusive Easement (the "Easement") to use the Easement Area for and only for the purpose of the Project as further described in attached Exhibit D, to have the Facilities within the Easement Area, as shown on Exhibit D (including as already situated within the Additional Existing Easement Area), and to maintain, repair, and replace the Facilities located within the Easement Area, all subject to the terms, conditions and requirements stated in this Agreement, including the Exhibits, which are incorporated in this Agreement and made a part hereof as if explicitly set forth herein.
 - b. Temporary Easement. Grantor grants to Grantee a temporary easement ("Temporary Easement") to use the Temporary Easement Area for the purpose of staging, storage and access in connection with the construction of the Project, all subject to the terms, conditions and requirements stated in this Agreement.
 - c. Replacement of the Existing Easement. With respect to the RCRRA Property this Agreement replaces and supersedes the Existing Easement in its entirety.
2. Non-Exclusive. This grant of easements is non-exclusive, and grants to Grantee no right, title, or interest in the Easement Area, Temporary Easement Area, or any of the RCRRA Property except as set forth herein. (The term "Easement Areas" means the Easement Area and the Temporary Easement Area together.)
3. Term. The term of the Easement is perpetual, subject to the termination provisions set forth in Section 14 below. The Temporary Easement expires upon substantial completion of the construction portion of the Project. The term of the Easement and of the Temporary Easement shall commence upon the effective date of this Agreement stated above (it being agreed and understood that this Agreement replaces and supersedes the Existing Easement upon that effective date, except that construction of the Project by Grantee shall not

commence until the conditions set forth in Section 7 below are satisfied. Notwithstanding the foregoing, Grantor acknowledges that utility work by Xcel may commence as soon as the date of this Agreement (which utility work is subject to the requirements of Section 7 below and the other terms and conditions of this Agreement. Grantee shall provide Grantor with notice at least 14 days in advance of the commencement of utility work on any of the Easement Areas for the Project. The notice shall describe the area in which the work will take place and whether there will be any effect on pedestrian or vehicle use of the Union Depot Driveway and if there will be an effect the plan for managing the effect to prevent material interference with pedestrian and vehicle use of the Union Depot Driveway.

4. As Is Where Is. Grantee has inspected the RCRRA Property on July 19, 2018 (the "Inspection Date") and finds the Easement Areas suitable for its purposes in the condition as of the Inspection Date. Grantor makes no promises or warranties of any kind whatsoever regarding the title or condition of the Easement Areas or the suitability of the Easement Areas for Grantee's purposes. In connection with this Agreement and the Easements granted herein, Grantor will not be obligated to undertake any improvements or make any repairs to the RCRRA Property nor shall this Agreement be interpreted to cause Grantor to have any obligation to Grantee whatsoever for the care or condition of the RCRRA Property during the term of this Agreement.
5. Alterations. Except as shown or stated on attached Exhibit D Grantee may not make any alterations or changes to the Easement Areas beyond those described in Exhibit D without the express written consent of Grantor, and any Facilities installed in any of the Easement Areas by Grantee shall, upon termination of this Easement and in the sole option of Grantor, become the property of Grantor, except that immediately upon termination of the Easement, if requested by Grantor Grantee shall remove the Facilities. Exhibit D provides the plans and specs for the Project, and have been reviewed by Grantor as of the date of this Agreement. The anticipated schedule for the Project is for construction to start in August, 2018, and be substantially complete (all underground work, pump system features, electrical controls and the building to be installed (as further provided in Section 7 below) by November, 2018. Final completion (storm pump installation and punch list items) is anticipated by March, 2019. Grantee shall keep Grantor informed regarding material modifications of the plans and specs in Exhibit D and changes to the schedule and shall notify Grantor in advance of any needed adjustments to the traffic control plan (as provided in Section 8 below) and shall consult with Grantor regarding the adjustments and Grantor and Grantee shall make the adjustments as reasonably necessary and subject to the requirements of Section 8 and otherwise as required in this Agreement.
6. Restoration. Upon termination of the Temporary Easement, Grantee shall restore the Temporary Easement Area to its condition immediately prior to the entry of Grantee onto the Temporary Easement Area pursuant to this Agreement. Upon completion of the Project, Grantee shall restore the Easement Area to its condition immediately prior to the Commencement Date, except as may be modified as shown in attached Exhibit D.

7. Maintenance and Notice. Grantee shall not commit or cause any waste, damage, or injury to any of the Easement Areas, and shall at its sole cost and expense repair any damage of any kind to any of the Easement Areas caused by, or in connection with Grantee's use or occupancy of any of the Easement Area or Temporary Easement Area pursuant to this Agreement. (The presence of the Facilities shall not be considered as waste, damage or injury.) The Facilities include the installation of a building on the Easement Area. Grantee shall keep the building, including the exterior, in good condition and order, promptly repairing any damage or degradation of the exterior, including removal (or equivalent remedy with respect to) graffiti. Grantee shall only install signage on the building necessary for identification and safety purposes and consistent with all local signage regulations for the area of the RCRRA Property and the sign plan for Union Depot. The Project includes the installation of a new driveway from Facilities to be located at the south end of the Easement Area to the Grantor's driveway within the Easement Area that provides access from the adjacent street to areas of the RCRRA Property (the "Union Depot Driveway" as further defined below). During routine maintenance, Grantee shall use the new driveway for vehicle parking. During routine maintenance and repairs, Grantee shall take affirmative measures to minimize the disruption of the transportation use of the Union Depot Driveway. Except in emergencies, Grantee shall provide Grantor with actual notice to the addressee for notice identified in Section 15 below at least 48 hours before entry into the Easement Area for maintenance and repair activities that in any manner affect vehicle use of the Union Depot Driveway, and in the event of an emergency shall provide notice immediately (by telephone or other electronic as selected by Grantor means) to the security emergency contact for Grantee (identified by Grantor to Grantee in writing to Grantee. . Grantee shall provide Grantor with advance notice at least 7 business days before any lane restriction or closure is required or desirable for facilitating planned maintenance. Grantor shall maintain and improve the Union Depot Driveway in the manner and condition as determined by Grantor in its sole discretion. This Agreement shall not impose any obligation upon Grantor to keep the Union Depot Driveway in a condition suitable for vehicle or other access by Grantee. If Grantee desires to remove snow to facilitate vehicle access for the purpose of this Agreement, Grantee shall complete the snow removal in such a manner as not to damage any of the RCRRA Property, including but not limited to the Union Depot Driveway, and not to interfere in any way with vehicle access over and to and use of the Union Depot Driveway and shall not deposit snow on any of the RCRRA Property except at locations as designated by Grantor. Immediately upon completion of entry upon the Easement Area for the purposes of this Agreement, Grantee must clean/sweep the Union Depot Driveway and any of the Union Depot parking lots and sidewalks as necessary to remove all debris that resulted from or was associated with the entry and as may have accumulated during any closure of any of the Union Depot Driveway or restrictions on any use or access to the Easement Areas during the entry.
8. Grantor's Use of the Easement Area. Grantor, its employees, and its agents shall have the right to enter and use the Easement Areas at all reasonable times for the purpose of inspecting, testing, cleaning, repairing, altering, or improving the RCRRA Property and to determine and evaluate the Easement Areas and the use thereof by Grantee. Nothing in this section shall be interpreted as requiring the Grantor to perform any such acts

independent of the requirements of the other provisions of this Agreement. Grantor shall have the unrestricted right to use the RCRRA Property in the manner determined by Grantor that does not unreasonably interfere with Grantee's permitted use as provided in this Agreement.

- a. Driveway. Grantor uses the Easement Area as a driveway for access to Union Depot (the "Union Depot Driveway") for various uses, including, but not limited to vehicle, including intra and intercity passenger buses, access to passenger loading areas, service delivery areas and other areas and other uses of Union Depot. The Union Depot Driveway and its use for transportation and access purposes are essential for Grantor's use of the RCRRA Property, and the Union Depot Driveway shall be continuously available for transportation uses at all times, subject only to emergencies. The term Union Depot Driveway means the current driveway and any replacement, modification or alteration therefore located within the Easement Area, and without being limited to the current use of the RCRRA Property as Union Depot, it being understood that the use of the RCRRA Property and the improvements thereon may be changed or modified during the term of this Agreement and before the Facilities are removed, no longer in use, or otherwise altered in such manner that this Agreement terminates.
- b. Use During the Project. During the work of the Project, Grantee shall (subject to reasonable requirements and discretion and coordination with Grantor), at Grantee's sole cost and expense, provide traffic and vehicle control with respect to vehicle use of the Union Depot Driveway, preserve adequate bus and service delivery vehicle access, coordinate with METC and law enforcement, provide signs, barricades, and other traffic control equipment. No fewer than 14 days before the commencement of the work of the Project within any of the Easement Areas, Grantee shall submit to Grantor for Grantor's review and discussion a traffic control plan. The traffic control plan shall provide for continued use of the Union Depot Driveway for transportation and access purposes to Union Depot as provided in Section 8.a. above and with the minimum amount possible of disruption, it being understood and agreed that lane closures and restrictions shall not materially interfere with that transportation and access use. During the Project and during any activity with respect to the Facilities maintain unobstructed use of the Union Depot Driveway for its intended purpose to the extent possible. During the Project, Grantee shall confine its use of the RCRRA Property to the Easement Areas, and shall keep the Easement Areas free from excess debris and materials and all work areas in a clean and orderly condition except as reasonably necessary for the work of the Project.
- c. Floods and High Water. During periods of high water when the Facilities are used by Grantee for flood control, Grantee shall have the right to use the surface of the Easement Area to access and use the Facilities for that purpose, including placement of pumps and related equipment over the manhole accesses to the storm sewer and also along the storm sewer, and shall take all reasonable measures not to interfere with Grantor's and the public's use of the Easement Area for transportation and service purposes, and will coordinate its activities in using the

Easement Area with Grantor to inform the public, provide appropriate signage and coordinate with law enforcement for traffic and vehicle control. Use of the Easement Area during periods of high water may result in lane restrictions or lane closures with respect to the Union Depot Driveway and Grantee shall provide Grantor with 48 hours' notice in advance of imposing or causing lane restrictions or lane closures when using the Easement Area for flood control purposes, except where conditions change or arise so rapidly that the notice is not reasonably feasible.

9. Insurance. At any time that Grantee is installing, repairing, inspecting, reviewing or testing on or at the Easement, Grantor or its contractor shall maintain such insurance as will protect Grantee from claims which may arise out of or result from operations of Grantee and provide Grantor evidence that the insurance described below is in place. Grantee shall provide Grantor evidence of insurance in type and amount as specified in the Grantee's bid documents for the Project (or work that includes the Project), naming Grantor and Ramsey County as additional insureds under such policies of insurance and providing coverages equal to the minimum insurance coverages specified below as follows:

General Liability. A minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such coverage shall include contractual liability insurance either specifically naming this agreement, or on a blanket basis and Grantor, Ramsey County, their officials, and employees shall be named as additional insureds, with a cross-suits endorsement in favor of Grantor and Ramsey County.

Fire and All-Risk Property Insurance. Coverage shall be written on a replacement cost basis for any personal property and/or improvements or betterments of the Grantor at the Easement Areas.

Grantee hereby waives and releases RCRRA, Ramsey County, their officials, employees, and agents, from all claims, liability and causes of action for loss, damage to or destruction of Grantee's property resulting from fire or other perils covered in standard property insurance coverage. Grantee agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against Grantor or Ramsey County.

Auto Liability. \$1,200,000 per occurrence and \$1,200,000 aggregate. Require "hired and owned" and "hired and non-owned" auto insurance.

Workers Compensation. As required by Minnesota statute.

Grantee shall not commence work in any form on or at the Easement Area for the Project until Grantee, or its contractor for the Project, has obtained and filed an acceptable certificate of insurance, or evidence of adequate self-insurance, with Grantor.

10. Indemnification. With respect to the Project and any maintenance, repair or subsequent construction relating to the Facilities, Grantee shall and shall cause its contractor to indemnify, hold harmless, and defend Grantor and Ramsey County, their officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which Grantor, 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 Grantee, its contractors, officials, agents, or employees, in the execution, performance, or failure to adequately perform the Grantee's obligations pursuant to this Easement with respect to the Project. With respect to the occupation of areas of the Easement Area by the Facilities. Each party hereto agrees that it will be responsible for its own acts and/or omissions and those of its officials, employees, representatives and agents in carrying out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other party and the results thereof. It is understood and agreed that each party's liability shall be limited by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political subdivisions) or other applicable law. Nothing contained in this Agreement shall waive or amend, nor shall be construed to waive or amend any defense or immunity that either party, their respective officials and employees, may have under said Chapter 466, or any common-law immunity or limitation of liability, all of which are hereby reserved by the parties hereto.
11. Damage or Destruction of Premises. In the event the Easement Area or Temporary Easement Area is damaged, or there is any casualty as to make either Area impracticable or unsuitable for Grantee's use as provided in this Agreement, this Agreement (and the easements) may be terminated at the option of either party upon written notice; provided however, that if Grantee elects not to proceed with the Project but the use of the existing sewer and related facilities continues, the parties will in good faith enter into an appropriate amendment to this Agreement. In no case shall Grantor be required to restore any of the Easement Areas or any of the RCRA Property to a condition suitable for Grantee's continued use for the purposes for which the Easements are granted, though Grantor may do so if it so elects at its sole discretion.
12. Hazardous Substances. As used herein, the term "hazardous substances" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority. The term "hazardous substances" includes but is not limited to any material substance which is (i) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1317); (ii) defined as a "hazardous substance" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. (42 U.S.C. §6903); or (iii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §9601, et seq.). As used herein, the term, "environmental requirements" means all laws, ordinances, rules, regulations, order, and other requirements of any government or public authority now in force or which may hereafter be in force relating to protection of human health or the environment, including all requirements pertaining to reporting, licensing permitting, investigation and remediation of emissions, discharges, storage, disposal or releases of

hazardous substances and all requirements pertaining to the protection of the health and safety of employees or the public. In connection with the exercise of its rights under this Agreement, Grantee shall not permit or conduct the generation, treatment, storage or disposal on, in or about the Easement Area or any other of the RCRRA Property, of any hazardous substances without prior written consent of RCRRA. Grantee shall indemnify and defend Grantor against and hold Grantor harmless from all claims, demands, liabilities, damages, fines, encumbrances, liens, losses, costs and expenses, including reasonable attorney's fees and disbursements, and costs and expenses of investigations, arising from or related to the existence of hazardous substances in or on the Easement Areas or RCRRA Property as a result of the acts or omissions of Grantee.

13. Signs. Grantee shall not have the right to place, construct, or maintain any sign, advertisement, banner, or other marking of any kind upon or about the Easement Area, except such safety markers as required by law or as agreed to in advance in writing by Grantor, and except as shown on attached Exhibit D or as are customary and reasonable during construction of the Project and maintenance, repair or access to the Facilities.

14. Termination.

Grantor may terminate the Easement in its sole and absolute discretion with cause and upon any of the following upon one hundred eighty (180) days written notice to Grantee, without limiting Grantor in the exercise of any right or remedy at law or in equity which Grantor may have by reason of a default or breach of this Agreement by Grantee:

- i. Grantee's discontinuance of the use of the Facilities, or if the storm sewer is not used for the purposes of this Agreement.
- ii. Upon a failure by Grantee to observe and perform any other provision of this Agreement to be observed or performed by Grantee, Grantee shall be in default and Grantor shall have the right to terminate this Agreement upon one hundred eighty (180) days written notice unless during that one hundred eighty (180) day time period (a) Grantee commences to cure the default to the satisfaction of Grantor and thereafter diligently prosecutes the same to completion, or (b) Grantee notifies Grantor in writing that it disputes whether there is a default, in which event, Grantor and Grantee shall in good faith commence alternative dispute resolution through negotiation and mediation, and if the matter is not resolved within 180 days of the notice of default from Grantor to Grantee, either party commence a court action to address the default, including seeking judicial relief at law or in equity. The Facilities provide a critical public service and in no event shall Grantor terminate the Easement as provided above unless at the end of the 180 day notice period, it provides notice to Grantee in the manner as provided in Section 15 below ("Notice of Termination") and Grantee does not provide actual notice within 30 days of the date the Notice of Termination is deemed given as provided in Section 15 stating that it objects to the termination.

Grantee shall have the right to terminate this Agreement and the Easement at any time and for any reason upon written notice to Grantor, which notice shall be effective when and as provided in this Section 14. Upon such termination Grantee shall, unless requested otherwise by RCRRA, remove the Facilities from the Easement Area, and restore the Easement Area.

15. Miscellaneous.

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

Grantee:
City of Saint Paul
Finance/Real Estate
25 W. 4th St., 10th flr.
Saint Paul, MN 55102
Attn: Real Estate Manager

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

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

- b. Compliance with Laws and Regulations. Grantee shall obtain all licenses and permits required by any governmental authority for its use of the Facilities and the Easement Area, and shall comply with all terms of such licenses or permits and any code, law, or regulation applicable to its use of the Facilities and the Easement Area.
- c. Remedies cumulative. All remedies hereinbefore and hereafter conferred on Grantor and Grantee shall be deemed cumulative and not one exclusive of the other, or of any other remedy conferred by law of in equity. The failure or either of the covenants of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option.

- d. Relationship of the parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by a third-party to create the relationship of principal and agent or of a partnership or of a joint venture or of any association whatsoever between Grantor and Grantee, it being expressly understood and agreed that neither any provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between Grantor and Grantee other than the relationship of grantor and grantee.
- e. Alteration. Any alteration, variation or modification of this Agreement shall be valid only when reduced to writing and signed by both parties.
- f. Interpretation of Agreement; Venue. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding, arising from, or related to this Agreement or Grantee's occupancy and use of the Easement Area shall be venued in the District Court, Second Judicial District, Ramsey County, Minnesota.
- g. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to Grantee's use of the RCRRA Property for the Facilities and shall supersede all prior or written agreements of the parties with respect to Grantee's use of the Easement Area for the Facilities.
- h. Successors and Assigns. The Easement granted herein shall touch and concern and run with the land, and shall be binding upon Grantor and Grantee and their permittees, successors and assigns.
- i. Exhibits. The following Exhibits are attached here to and incorporated herein by reference:
 - Exhibit A - Legal Description of the RCRRA Property
 - Exhibit B - Sketch Showing the Location of the City Property and the Easement Areas
 - Exhibit C - Legal Description of the Additional Easement Area and the Temporary Easement Area
 - Exhibit D - Specs and Site Plan
- j. Counterparts. This Agreement may be executed in counterpart originals.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement to be effective as of the date set forth in the caption of this Agreement.

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

Date: _____

[illegible]

NOTARIAL SEAL

THIS DOCUMENT WAS DRAFTED BY:
Office of the Ramsey County Attorney (PBZ)
121 Seventh Place East, Suite 4500
St. Paul, MN 55101
Tel: (651) 266-3096

Approval Recommended

Johanna Berg,
Deputy County Manager

Approved as to form and insurance:

By: _____
Assistant Ramsey County Attorney

SIGNATURE PAGE OF AMENDED AND RESTATED EASEMENT AGREEMENT BY
AND BETWEEN RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY AND CITY
OF SAINT PAUL

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement to be effective as
of the date set forth in the caption of this Agreement.

GRANTEE:

CITY OF SAINT PAUL, a Minnesota
municipal corporation

By: _____
Its Mayor or designee

By: _____
Its Director of Financial Services

By: _____
Its City Clerk

Approved as to form:

Assistant City Attorney

ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by _____, Mayor or designee, _____, Director,
Office of Financial Services and _____, City Clerk of the City of Saint
Paul, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

EXHIBIT A

Legal Description of all RCRRA Property

The real property situated in Ramsey County, Minnesota and described as follows:

Post Office Parcel

Parcel A:

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

Line "A":

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

Line "B":

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

Parcel B:

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

Parcel C:

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

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

Parcel D:

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

Beginning at the intersection of the Southeasterly line of Kellogg Boulevard (East Third Street) and the Northeasterly line of Broadway Street; thence on a straight line with assumed bearing South 34 degrees, 05 minutes, 48 seconds East along the Northeasterly line of Broadway Street vacated a distance of 58.00 feet; thence on a straight line bearing South 77 degrees, 07 minutes, 25 seconds West a distance of 42.91 feet to intersection with the centerline of Broadway Street vacated; thence on a straight line along the

centerline of Broadway Street vacated bearing North 34 degrees, 05 minutes, 48 seconds West a distance of 42.3 feet; thence Northeasterly along the Southeasterly line of Kellogg Boulevard (East Third Street) a distance of 40 feet more or less, to the place of beginning of tract of land to be described.

Together with

Parcel E:

Tunnel Easement and Subsurface rights in that part of Kellogg Boulevard being 24.00 feet in width and lying 12.00 feet on each side of the following described line: Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees, 36 minutes, 00 seconds West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29 a distance of 7.37 feet; thence North 55 degrees, 39 minutes 55 seconds East along the Southeasterly line of Kellogg Boulevard a distance of 207.31 feet to the point of beginning of the line to be described; thence North 34 degrees, 20 minutes, 05 seconds West a distance of 58.00 feet, to the Northwesterly line of Kellogg Boulevard and there terminating, as established in Document Number 1962508.

Together with

Parcel F:

Tunnel Easement and Subsurface rights in that part of Kellogg Boulevard being 14 feet in width and lying 7 feet on each side of the following described line: Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees, 36 minutes, 00 seconds West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29 a distance of 7.37 feet; thence North 55 degrees, 39 minutes, 55 seconds East along the Southeasterly line of Kellogg Boulevard a distance of 117.31 feet to the point of beginning of line to be described; thence North 34 degrees, 20 minutes, 05 seconds West a distance of 58 feet to the Northwesterly line of Kellogg Boulevard and there terminating, as established in Document Number 1962508.

Together with

Parcel G:

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

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34°36'00" West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29, a distance of 7.37 feet; thence South 10°39'55" West a distance of 42.26 feet; thence South 34°36'00" East a distance of 198.14 feet to the point of beginning of the

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

And also together with

Parcel H:

An easement for bridge purposes over and across that part of Second Street lying between Sibley Street and Jackson Street and lying Southeasterly of a line described as: Commencing at the Southeasterly corner of Lot 12, Block 30, City of St. Paul; thence on an assumed bearing of North 34 degrees 57 minutes 06 seconds West along the Easterly line of said Lot 12 a distance of 72.52 feet to the point of beginning of the line to be described; thence South 35 degrees 11 minutes 41 seconds West a distance of 80.43 feet; thence Southwesterly along a tangential curve concave to the Northwest having a radius of 760.99 feet, a central angle of 13 degrees 42 minutes 54 seconds for a distance of 182.16 feet to the Easterly line of said Jackson Street and said line there terminating.

Parcel I:

An 80.5 foot wide aerial easement for skyway purposes over and above that part of Sibley Street right-of-way, the centerline of which is described as follows: Commencing at the northwesterly corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees 36 minutes 00 seconds West, an assumed bearing, along the northwesterly extension of the southwesterly line of said Lot 29, a distance of 7.37 feet; thence South 10 degrees 39 minutes 55 seconds West, 42.26 feet; thence South 34 degrees 36 minutes 00 seconds East 126.34 feet to the point of beginning of the following described center line; thence South 55 degrees 15 minutes 57 seconds West 79.84 feet to the westerly right-of-way of said Sibley Street and there terminating. Sidelines of said skyway easement are prolonged or shortened to terminate at the easterly and westerly right-of-way of said Sibley Street.

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

Together with

Parcel J:

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

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

HRA Parcel

SUBJECT TO CONSECO ROADWAY EASEMENT RESERVATION

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

Beginning at a point on the northeasterly line of vacated Broadway Street and its extension southeasterly which bears South 34 degrees 28 minutes 05 seconds East on an assumed bearing a distance of 454.85 feet from the intersection of said northeasterly line of vacated Broadway Street and the southeasterly line of Kellogg Boulevard, said point being on a line approximately 25 feet northwesterly or westerly of the most northwesterly rail of the trackage to the southeast, and said line is hereinafter known as Line B; thence North 55 degrees 17 minutes 42 seconds East along said Line B a distance of 338.58 feet; thence northeasterly along said Line B along a curve concave to the southeast having a radius of 5824.29 feet and a central angle of 1 degree 56 minutes 11 seconds a distance of 196.83 feet; thence North 57 degrees 13 minutes 53 seconds East along said Line B a distance of 103.76 feet; thence northeasterly along said Line B along a curve concave to the northwest having a radius of 6066.68 feet and a central angle of 1 degree 55 minutes 16 seconds a distance of 203.41 feet; thence North 55 degrees 18 minutes 37 seconds East along said Line B a distance of 606.41 feet; thence northeasterly along said Line B along a curve concave to the northwest having a radius of 586.31 feet and a central angle of 71 degrees 08 minutes 30 seconds a distance of 727.99 feet; thence North 11 degrees 26 minutes 12 seconds West along said Line B a distance of 112.08 feet to its intersection with the centerline of Kellogg Boulevard; thence South 55 degrees 40 minutes 57 seconds West along said centerline of Kellogg Boulevard a distance of 44.14 feet to the

point of beginning of Line A, the southeasterly line of that property described in Document Numbers 2263023 and 2313361; thence southerly along said Line A along a non-tangential curve concave to the West having a radius of 622.44 feet and a central angle of 31 degrees 02 minutes 10 seconds, chord bearing South 2 degrees 14 minutes 37 seconds West, chord of 333.06 feet, a distance of 337.17 feet to a point of compound curve; thence southwesterly along said Line A along a curve concave to the northwest having a radius of 398.86 feet and a central angle of 37 degrees 33 minutes 02 seconds a distance of 261.40 feet; thence South 55 degrees 18 minutes 45 seconds West along said Line A a distance of 348.92 feet; thence southwesterly along said Line A along a tangential curve concave to the northwest having a radius of 946.37 feet and a central angle of 7 degrees 09 minutes 11 seconds a distance of 118.15 feet; thence South 62 degrees 27 minutes 51 seconds West along said Line A a distance of 379.75 feet; thence South 69 degrees 37 minutes 02 seconds West along said Line A a distance of 480.15 feet; thence South 76 degrees 46 minutes 12 seconds West along said Line A a distance of 284.84 feet to the point of termination of said Line A on the northeasterly line of vacated Broadway Street, said point bearing South 34 degrees 28 minutes 05 seconds East a distance of 57.74 feet from the intersection of the southeasterly line of Kellogg Boulevard and the northeasterly line of vacated Broadway Street; thence South 34 degrees 28 minutes 05 seconds East along said northeasterly line of vacated Broadway Street and its extension southeasterly a distance of 397.11 feet to the point of beginning. Together with the appurtenant easements contained in that certain Easement dated September 17, 1984, filed November 26, 1991, as Document No. 2625628 and together with the appurtenant easements contained in that certain Easement dated April 8, 1977, filed April 15, 1977, as Document No. 1962511 and together with the appurtenant easement contained in that certain Quit Claim Deed dated April 14, 1977, filed April 15, 1977, as Document No. 1962508.

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

West Surface Lot Parcel

All that part of Blocks 61, 62, 63, 70, 71, 76, 77, 78, 79, 80, Kittson's Addition, vacated alley in said Block 70, and vacated Pine Street, Olive Street, John Street, Locust Street, and Water Street, lying within the following described line:

Commencing in the Northeasterly line of Block Four (4) Hopkins Addition which line is also the Southwesterly line of vacated Broadway Street in said City of St. Paul and bears South 34 degrees 05 minutes 48 seconds East from a point therein distant 54.12 feet from the Northerly corner of said Block 4; thence North 63 degrees 39 minutes East along the Southerly line of vacated Broadway Street (being the Southerly line of vacated Water Street produced Westerly) for 40.37 feet to the center line of said vacated Broadway Street; thence North 34 degrees 05 minutes 48 seconds West along said center line of

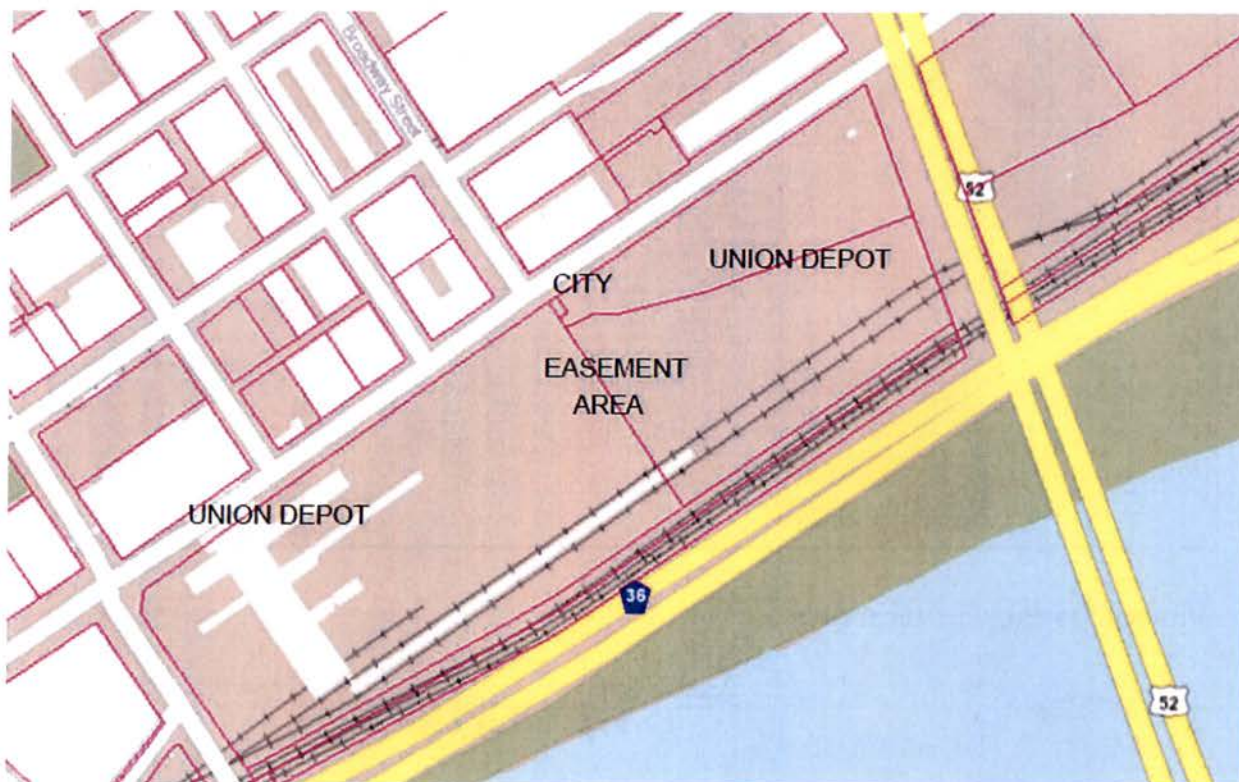
vacated Broadway Street for 14.42 feet; thence North 77 degrees 07 minutes 25 seconds East for 42.91 feet to the point of beginning of the lines to be herein described; thence continuing North 77 degrees 07 minutes 25 seconds East 284.86 feet; thence North 69 degrees 58 minutes 15 seconds East for 480.15 feet; thence North 62 degrees 49 minutes 05 seconds East 379.76 feet; thence along a curve to the left having a radius of 946.37 feet, and to which the last described course is tangent for 14.00 feet, delta angle of 0 degrees 50 minutes 53 seconds, long chord of 14.00 feet bears North 62 degrees 23 minutes 29 seconds East; thence North 34 degrees 07 minutes 49 seconds West 313.34 feet to the Southeasterly line of Kellogg Boulevard (Third Street); thence South 55 degrees 52 minutes 11 seconds West along said Southeasterly line 318.60 feet; thence continuing along said Southeasterly line South 56 degrees 44 minutes 08 seconds West 803.51 feet to the northeasterly line of vacated Broadway Street; thence South 34 degrees 05 minutes 48 seconds East along said Northeasterly line 57.71 feet to the point of beginning, according to the recorded plat thereof, and situate in Ramsey County, Minnesota.

(PIN NO. 32-29-22-33-0360)

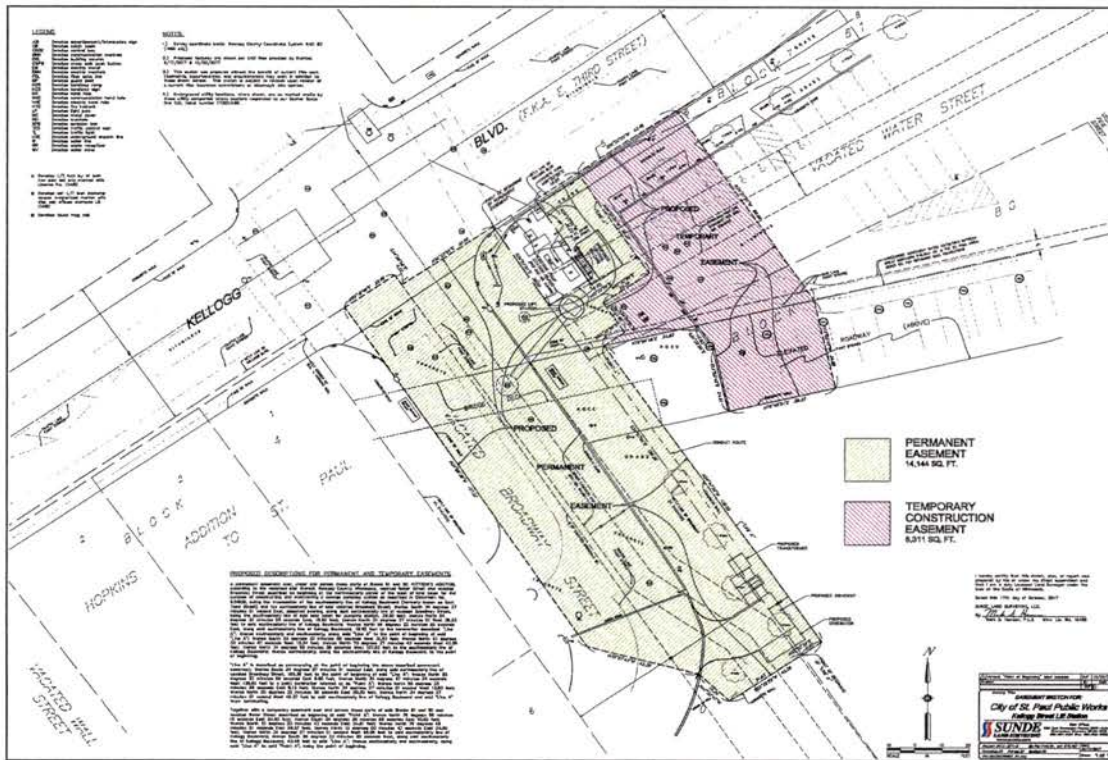
EXHIBIT B

Sketch Showing the Location of the City Property and the Easement Areas

Location of Union Depot and Existing City Property for Lift Station



Additional Easement Area



Additional Existing Easement Area

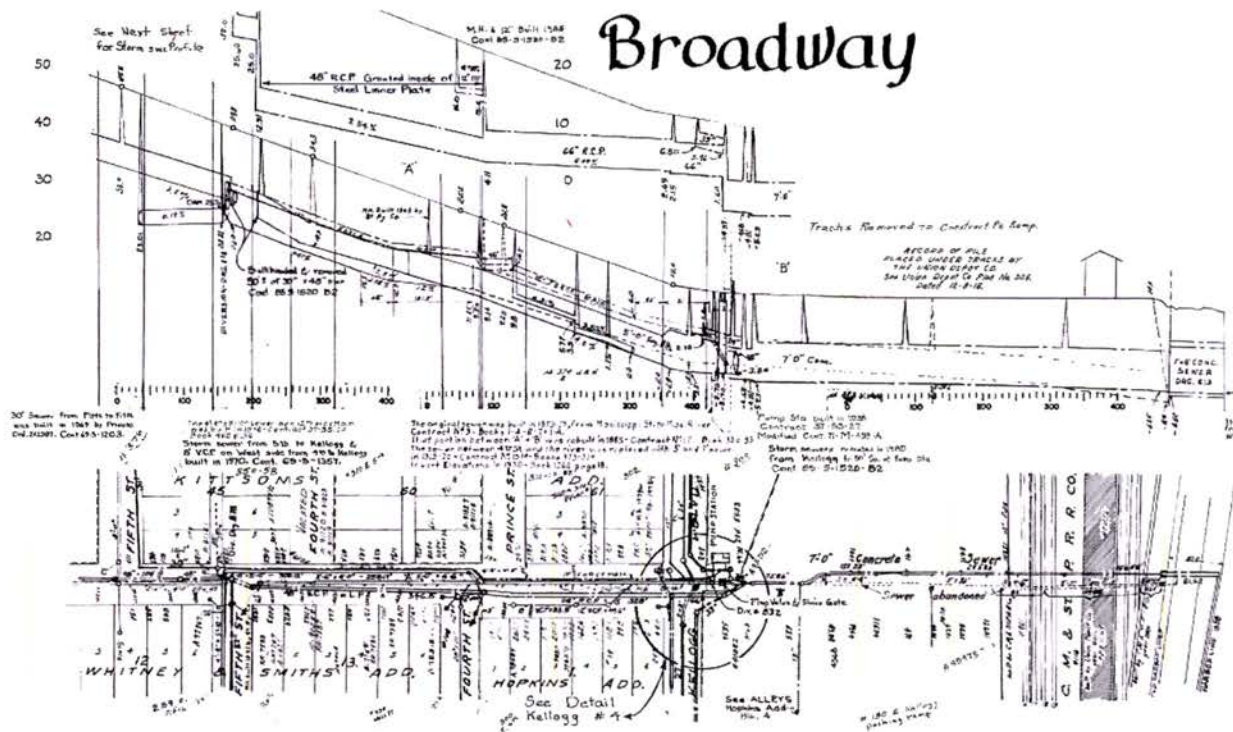


EXHIBIT C

Legal description of the Additional Easement Area and Temporary Easement

A permanent easement over, under and across those parts of Blocks 61 and 80, KITTSON'S ADDITION, according to the recorded plat thereof, Ramsey County, Minnesota, vacated Water Street and vacated Broadway Street described as beginning at the northwesterly corner of the tract of land taken for the purpose of constructing and maintaining a sewage pumping station as described in Document No. 934909, being the intersection of the southeasterly line of Kellogg Boulevard (formerly known as East Third Street) and the northeasterly line of said vacated Broadway Street; thence South 34 degrees 27 minutes 01 second East, assumed bearing, along said northeasterly line of vacated Broadway Street, being the southwesterly line of said land taken for pumping station, 36.50 feet; thence North 55 degrees 32 minutes 59 seconds East, 18.50 feet; thence North 34 degrees 27 minutes 01 West 36.23 feet to said southeasterly line of Kellogg Boulevard; thence North 56 degrees 22 minutes 55 seconds East, along said southeasterly line of Kellogg Boulevard, 18.65 feet to the hereinafter described "Line A"; thence southeasterly and southwesterly, along said "Line A" to the point of beginning of said "Line A"; thence South 55 degrees 32 minutes 59 seconds West 31.63 feet; thence North 47 degrees 32 minutes 47 seconds West 15.34 feet; thence North 75 degrees 27 minutes 43 seconds West 42.29 feet; thence North 34 degrees 08 minutes 39 seconds West 157.52 feet to the southeasterly line of Kellogg Boulevard; thence northeasterly, along the southeasterly line of Kellogg Boulevard, to the point of beginning;

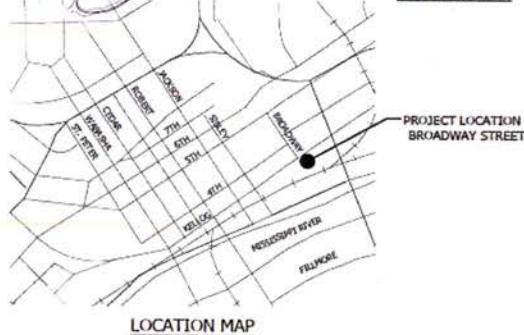
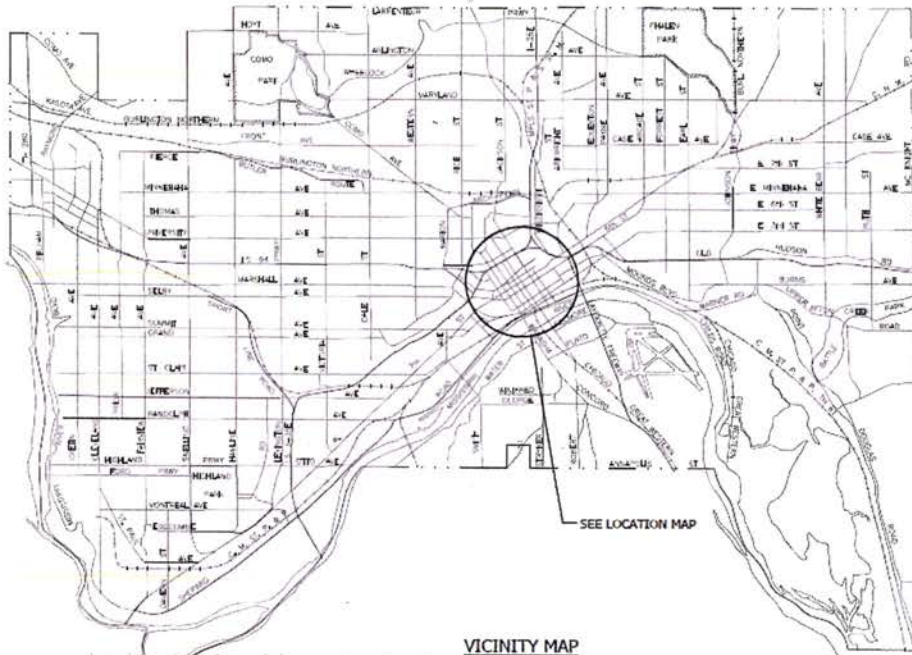
"Line A" is described as commencing at the point of beginning the above described permanent easement; thence South 34 degrees 27 minutes 01 second East, along said northeasterly line of vacated Broadway Street, 199.36 feet to the point of beginning of said "Line A"; thence North 55 degrees 32 minutes 59 seconds East 8.65 feet; thence North 34 degrees 47 minutes 34 seconds West 138.65 feet to a point hereinafter referred to as "Point A"; thence North 55 degrees 32 minutes 59 seconds East 9.13 feet; thence North 34 degrees 27 minutes 01 second West 13.80 feet; thence North 55 degrees 32 minutes 59 seconds East 20.20 feet; thence North 34 degrees 27 minutes 01 second West 46.37 feet to said southeasterly line of Kellogg Boulevard and said "Line A" there terminating.

Together with a temporary easement over and across those parts of said Blocks 61 and 80 and vacated Water Street described as beginning at said "Point A"; thence North 76 degrees 56 minutes 18 seconds East 34.83 feet; thence South 34 degrees 38 minutes 56 seconds East 10.83 feet; thence South 13 degrees 03 minutes 42 seconds East 24.81 feet; thence North 76 degrees 48 minutes 51 seconds East 39.37 feet; thence North 13 degrees 03 minutes 42 seconds East 34.80 feet; thence North 34 degrees 27 minutes 01 second West 88.06 feet to said southeasterly line of Kellogg Boulevard; thence South 56 degrees 22 minutes 55 seconds West, along said southeasterly line of Kellogg Boulevard, 43.48 feet to said "Line A"; thence southeasterly and southwesterly, along said "Line A" to said "Point A", being the point of beginning.

EXHIBIT D

Specs and Site Plan

[See next pages.]



CONFORMED SET

CITY OF ST. PAUL

DEPARTMENT OF PUBLIC WORKS
BROADWAY LIFT STATION
RENOVATION

2018

CITY PROJECT NUMBER 18-S-2041
STANTEC PROJECT NUMBER 193803670

SHEET INDEX

0101	TITLE SHEET AND INDEX	A101	BUILDING MAIN FLOOR AND ROOF PLANS
1001	SITE REMOVALS PLAN	A201	EXTERIOR ELEVATIONS
1101	LIFT STATION DEMOLITION PLANS	A301	BUILDING SECTION AND DETAILS
1201	INTERMEDIATE FLOOR DEMOLITION	A401	BUILDING SECTION AND DETAILS
1301	LIFT STATION DEMOLITION SECTIONS	A501	DOOR AND WINDOW DETAILS
C001	EXISTING SITE PLAN	D101	PLANS
C101	PROPOSED SITE PLAN	D102	PIPPING PLAN
C102	PROPOSED SITE PLAN	D301	SECTIONS
C103	PROPOSED SITE PLAN	D302	SECTION
C104	PROPOSED SITE PLAN	D303	FLOOD STATION SECTION
C501	MISCELLANEOUS DETAILS	D501	DETAILS
C502	TEMPORARY SEDIMENT CONTROL DETAILS	M101	UPPER LEVEL MECHANICAL PLAN
C503	STANDARD CITY PLATES	E001	ELECTRICAL SYMBOLS
C504	STANDARD CITY PLATES	E101	ELECTRICAL SITE PLAN
S001	STRUCTURAL NOTES	E201	BUILDING LIGHTING PLAN
S101	PILE AND FOUNDATION PLANS	E301	LIFT STATION POWER PLAN
S102	BUILDING MAIN LEVEL AND ROOF PLANS	E302	BUILDING POWER PLAN
S103	STRUCTURAL PLANS	E601	SECTIONS
S301	SECTIONS	E701	ONE LINE DIAGRAM AND DETAILS
S501	STRUCTURAL DETAILS	E702	ELECTRICAL SCHEDULES

SPECIFICATIONS

THE 2016 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN. THESE SHALL BE FURTHER AMENDED BY THE CITY OF SAINT PAUL, "STANDARD SUPPLEMENTAL SPECIFICATIONS FOR CONSTRUCTION" AND THE SPECIAL PROVISIONS.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM AND BE INSTALLED IN ACCORDANCE TO THE MINNEDOT, INCLUDING "YIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS".

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Designed by: DARYL L. KORSCHENMAN, STANTEC 1-25-2018 24214
Date: LIC. NO.

Reviewed by: Sewer Design Engineer, City of St. Paul Date

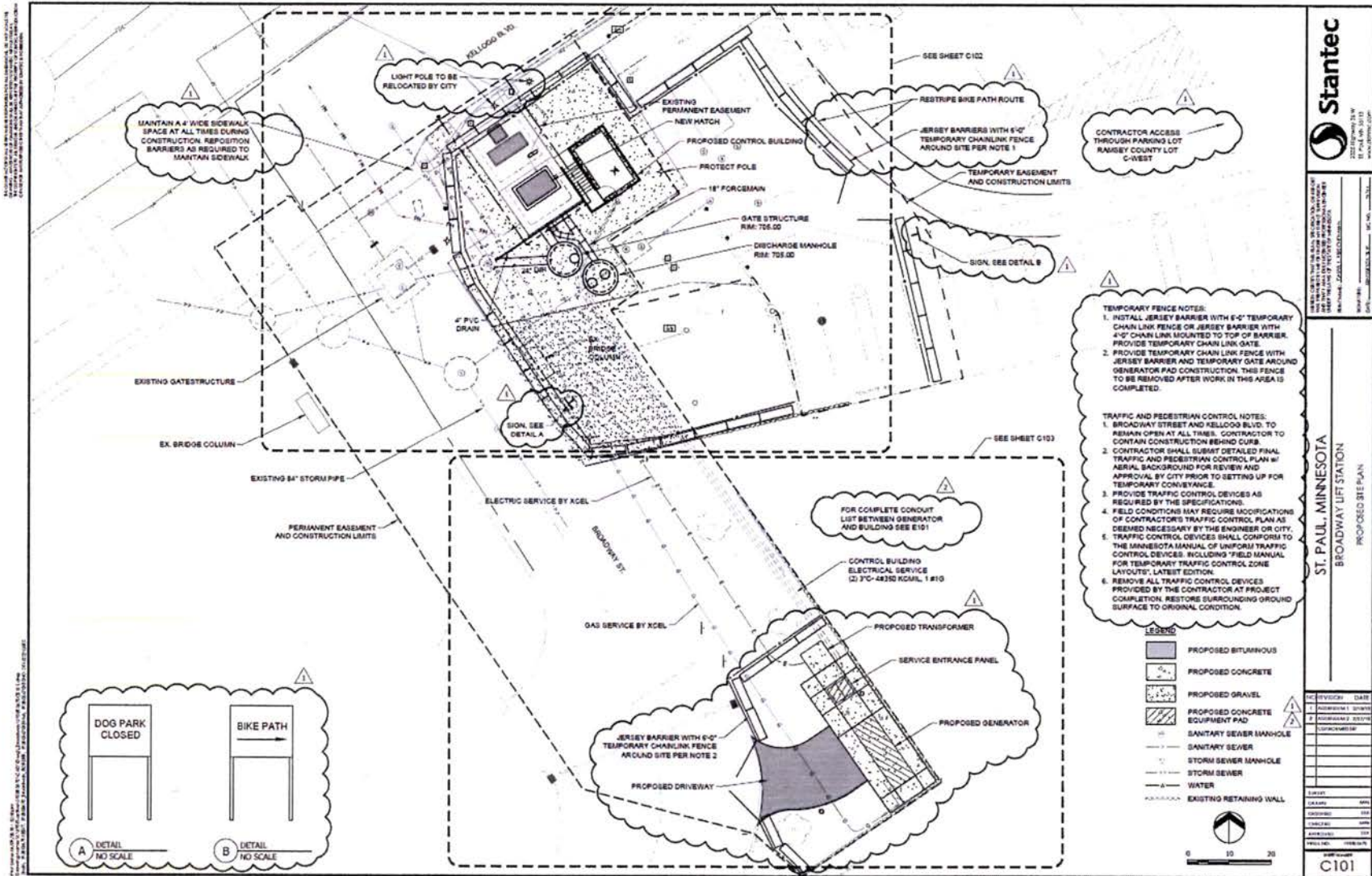
Approved by: Sewer Utility Manager, City of St. Paul Date

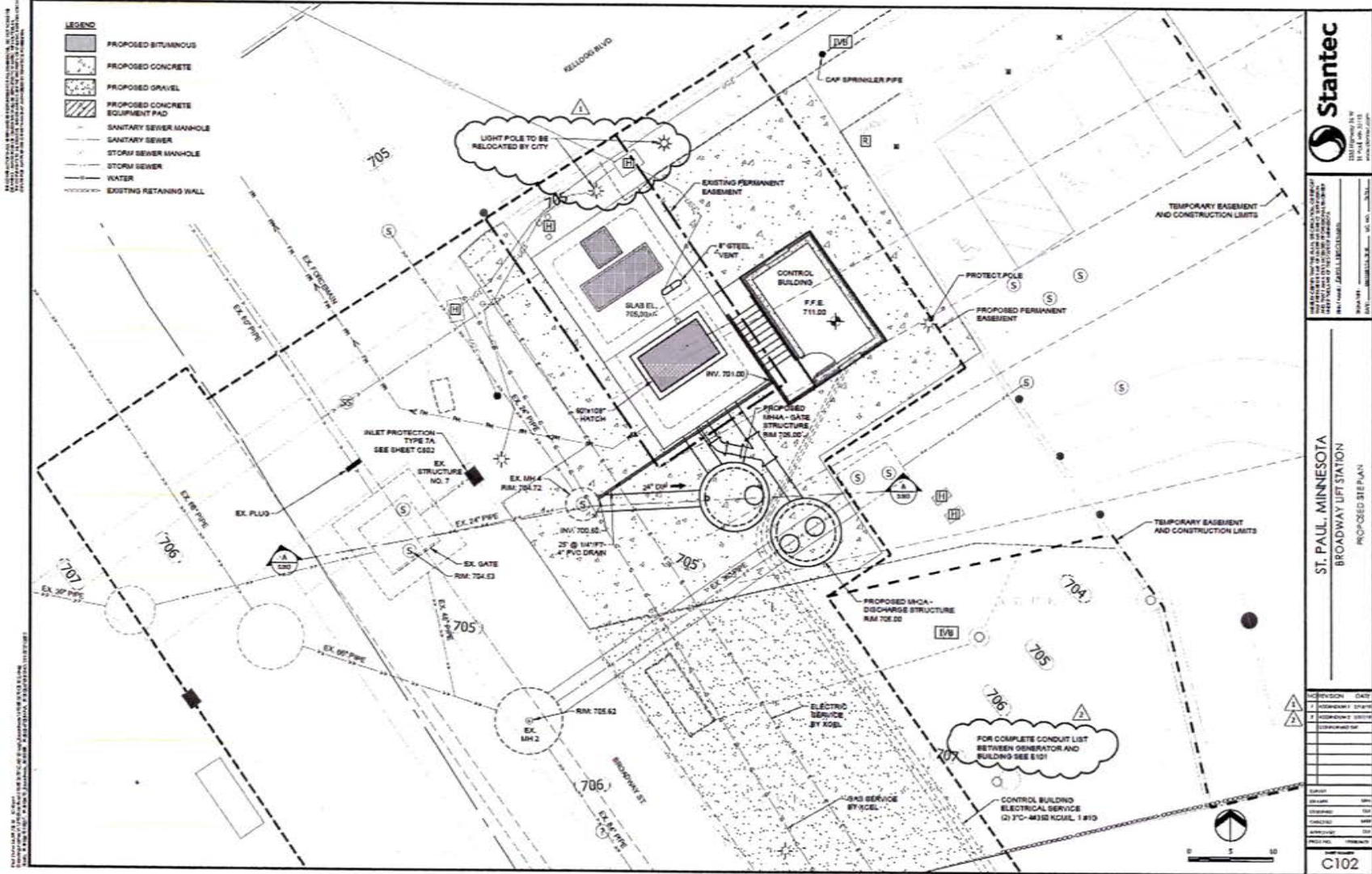
Approved by: City Engineer, City of St. Paul Date

Stantec

ST. PAUL, MINNESOTA
BROADWAY LIFT STATION
FILE SHEET AND INDEX

DATE: 1-25-2018
DRAWN BY: DARYL L. KORSCHENMAN
CHECKED BY: DARYL L. KORSCHENMAN
APPROVED BY: DARYL L. KORSCHENMAN
DATE: 1-25-2018
PROJECT NO: 193803670
SHEET NO: G101



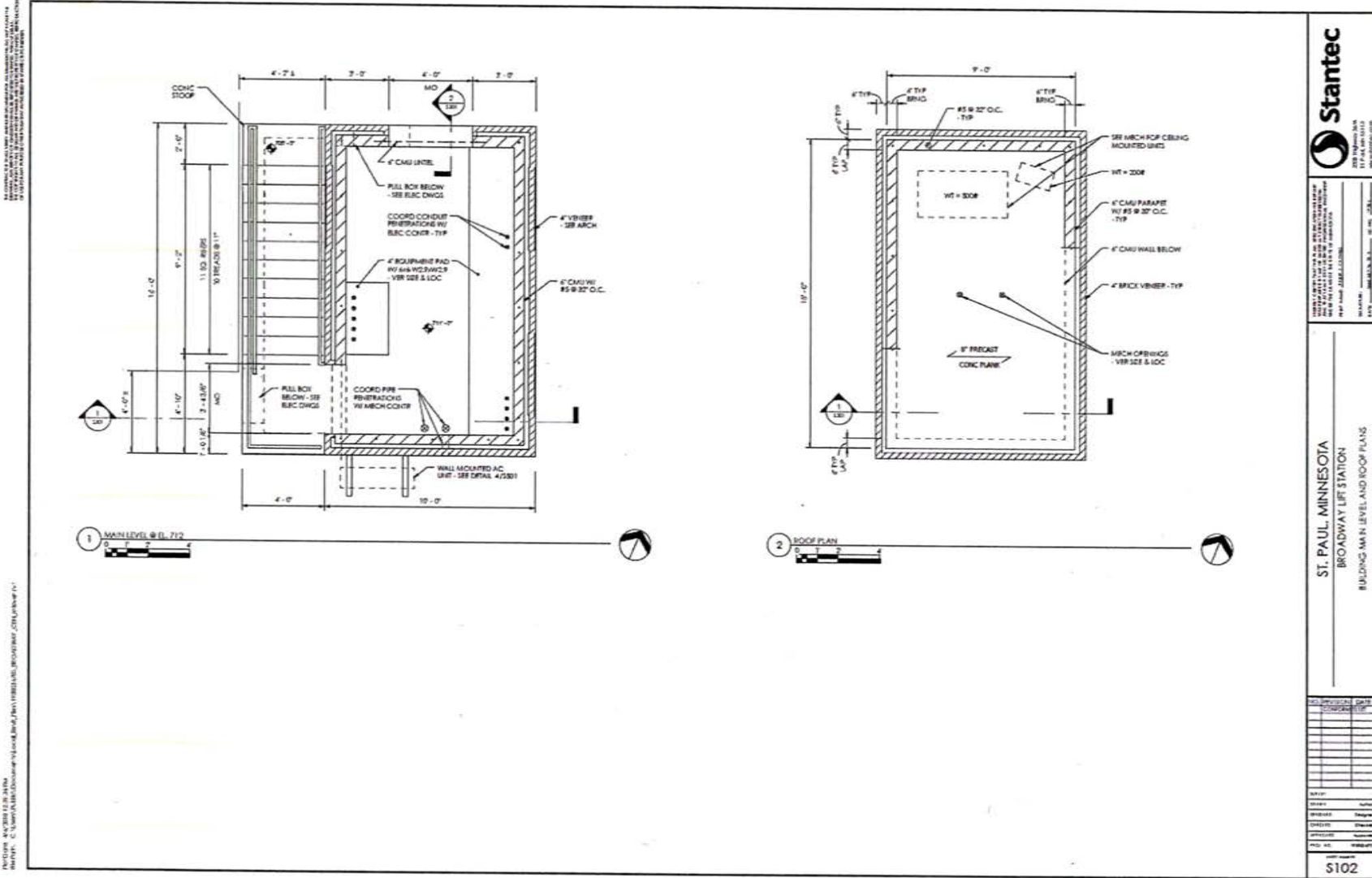


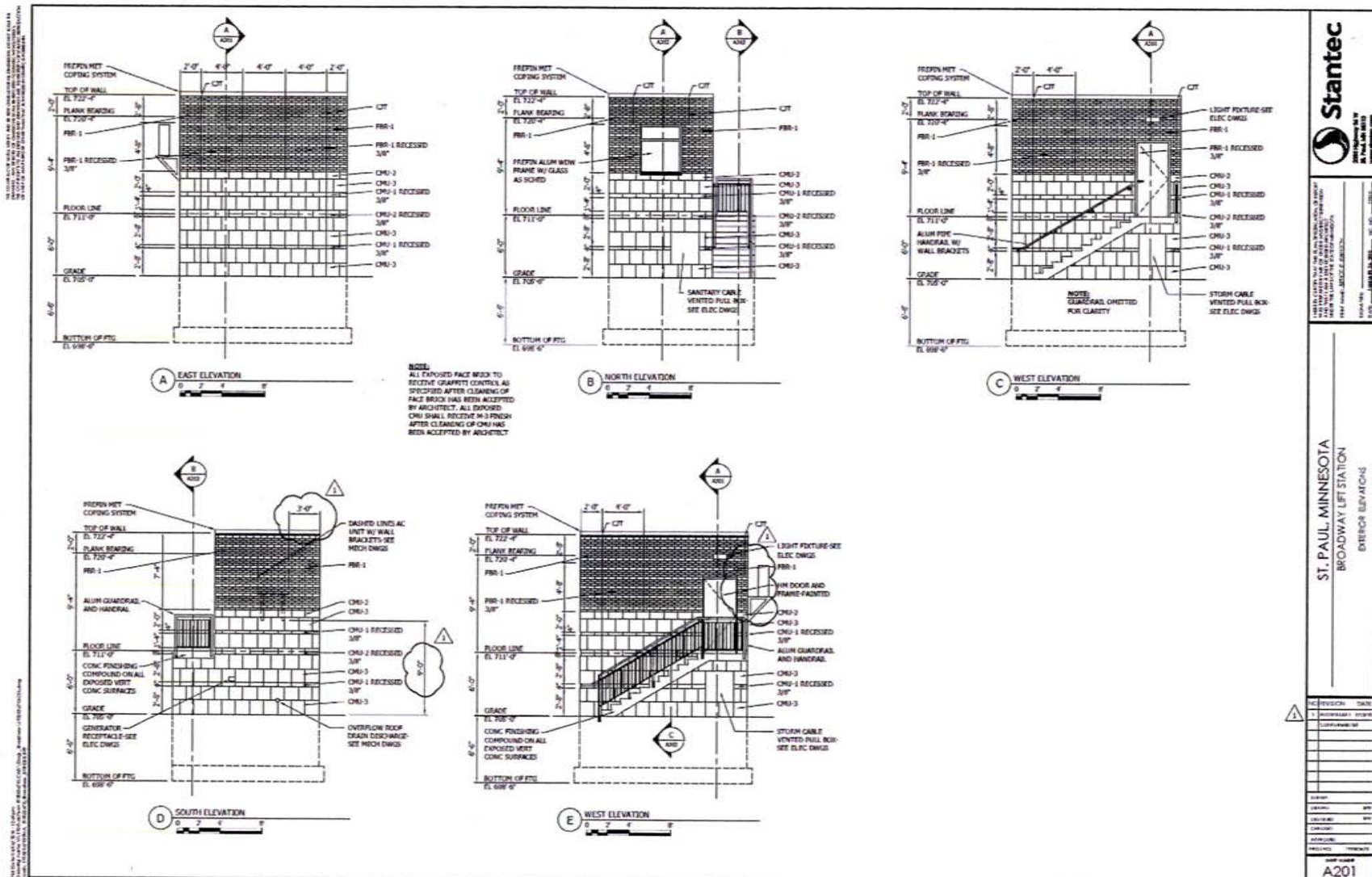
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ST. PAUL, MINNESOTA
BROADWAY LIFT STATION
PROPOSED SITE PLAN

NO.	REVISION	DATE
1	ADDENDUM 1 3/20/18	
2	ADDENDUM 2 3/20/18	

Substrat	
100 g (3.5 oz)	(344)
100 g (3.5 oz)	(353)
100 g (3.5 oz)	(360)
100 g (3.5 oz)	(368)
 C103	





**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Property Management

R2018-32

Committee: Regional Railroad Authority

Meeting Date: 8/7/2018

SUBJECT: Restaurant Project at Union Depot

REQUESTED ACTION

1. Accept and approve the revised Restaurant Project budget and financing plan in the amount of \$2,088,621.
2. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.
3. Authorize the County Manager to enter into agreements and contracts, and execute change orders and amendments to agreements in accordance with the County's procurement policies and procedures, provided the amounts are within the budget of the approved project.

EXECUTIVE SUMMARY

On May 23, 2017 the Ramsey County Regional Railroad Authority approved the selection of Kalcon, LLC to provide the design-build services for the restaurant at Union Depot. Kalcon, LLC provided a guaranteed maximum pricing (GMP) for the project based on the design for the restaurant and the known conditions of the space.

On October 3, 2017, the Ramsey County Regional Railroad Authority approved the restaurant project budget and financing plan in the amount of \$1,994,969. The project budget included the costs for the design-build services, kitchen equipment, and furniture. The design-build services accounted for \$1,379,300 of the total project budget and included a 5% contingency. The contingency was used to address various small issues that arose during construction.

During the project several major issues were discovered with the existing floors that required redesign to allow the project to proceed to completion. Modifications to the design and construction were required in four areas to account for the floor irregularities discovered during the project. Due to the built up underfloor in the kitchen, the quarry tile could not be readily removed and replaced; an alternate product had to be applied over the existing floor after addressing issues with the slope of the floor. A wedge-shaped infill structure was required to level the mezzanine with additional structural support for the required taller railing. A new structural support system was required for the back bar rolling door to provide a level and square structure for mounting the door. The new stair and lift installation required unplanned demolition of a portion of the mezzanine concrete floor and additional finishing work in the surrounding area.

These unforeseen floor conditions caused the need for redesign and ultimately increased the labor and material cost. The cost for the design-build services, including the additional work to address the unforeseen floor conditions, is \$1,472,952 or an increase of \$93,652.

The revised Restaurant Project Budget is \$2,088,621.

FISCAL IMPACT

Funds for the Restaurant Project are available in the Union Depot capital project budget originally established at \$243 million.

Restaurant Project at Union Depot

COUNTY MANAGER COMMENTS

Board approval is required for the revised Restaurant Project budget and financing plan.

PREVIOUS ACTION

On October 3, 2017, the Ramsey County Regional Railroad Authority approved the Restaurant Project at Union Depot (Resolution R2017-29).

On May 23, 2017, the Ramsey County Regional Railroad Authority approved the Agreement with Kalcon, LLC for Phase I design-build services for the Union Depot Restaurant (Resolution R2017-17).

On May 9, 2017, the Ramsey County Regional Railroad Authority approved the Project Labor Agreement for the Union Depot Restaurant Remodel Project (Resolution R2017-15).

On March 7, 2017, the Ramsey County Regional Railroad Authority authorized the Request for Proposals for the Design-Build Services for a Restaurant at Union Depot (Resolution R2017-9).

ATTACHMENTS

1. Draft Resolution
2. Project Budget and Financing Plan (Revised)

Draft Resolution

WHEREAS, On May 23, 2017 the Ramsey County Regional Railroad Authority approved the selection of Kalcon, LLC to provide the design-build services for the restaurant at Union Depot; and

WHEREAS, Kalcon, LLC provided a guaranteed maximum pricing for the project based on the design for the restaurant and the known conditions of the space; and

WHEREAS, On October 3, 2017, the Ramsey County Regional Railroad Authority approved the restaurant project budget and financing plan in the amount of \$1,994,969; and

WHEREAS, The project budget included the costs for the design-build services, kitchen equipment, and furniture; and

WHEREAS, The design-build services accounted for \$1,379,300 of the total project budget and included a 5% contingency; and

WHEREAS, During the project several major issues were discovered with the existing floors that required redesign to allow the project to proceed to completion; and

WHEREAS, These floor conditions impacted the design for the kitchen floor, the leveling of the two tier mezzanine floor and the new railing, the back bar overhead locking door, and the new staircase and accessible lift; and

WHEREAS, These unforeseen floor conditions caused the need for redesign and ultimately increased the labor and material costs; and

WHEREAS, The cost for the design-build services, including the additional work to address the unforeseen floor conditions, is \$1,472,952; and

WHEREAS, The revised Restaurant Project Budget is \$2,088,621; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority accepts and approves the revised Restaurant Project budget and financing plan in the amount of \$2,088,621; 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; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to enter into agreements and contracts, and execute change orders and amendments to agreements in accordance with the County's procurement policies and procedures, provided the amounts are within the budget of the approved project.

Estimated Project Budget and Financing Plan

Union Depot Restaurant Project
Revised Project Budget 7/16/2018

	Original Estimated Costs	Revised Costs
1. Land Acquisition		
Cost Including Fees	\$0	
Sub-total	\$0	\$0
2. Construction Costs		
Construction Value - Kalcon Quote	\$1,316,300	
Other	\$0	
Construction Contingency	\$63,000	
Sub-total	\$1,379,300	\$1,472,952
3. Design Costs		
A/E Design	\$0	
Reimbursable Expenses	\$0	
Sub-total	\$0	\$0
4. Furniture, Fixtures and Equipment		
Furnishing/Fixtures (Adjustables)	\$163,759	
Equipment	\$444,910	
Signage (Interior & Exterior)	\$0	
Sub-total	\$608,669	\$608,669
5. Technology		
Telephone/Data	\$7,000	
Sub-total	\$7,000	\$7,000
6. Administration and Other Costs		
Project Administration	\$0	
Specialty Testing/Inspections	\$0	
Agency Review	\$0	
Moving/Storage Costs	\$0	
Specialty Consultants	\$0	
Sub-total	\$0	\$0
Total Project Budget	\$1,994,969	\$2,088,621
Financing Plan		
Funds available from Union Depot capital project budget	\$2,088,621	
Total Financing Plan	\$2,088,621	