



Ramsey County Regional Railroad Authority.
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The Ramsey County Regional Railroad Authority met in regular session at 9:36 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, 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 September 18, 2018 is Presented for Approval**VOTING**

Motion by: Mary Jo McGuire

Second by: Victoria Reinhardt

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

3. Minutes from August 7, 2018 are Presented for Approval**VOTING**

Motion by: Jim McDonough

Second by: Mary Jo McGuire

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

4. Presentation on the Twin Cities - Milwaukee - Chicago Intercity Passenger Rail Service Study

For information and discussion only.

5. **Single source contract with Martinez Geospatial for digital mapping services for the Riverview Corridor Draft Environmental Impact Statement (Resolution R2018-23)**

VOTING

Motion by: Jim McDonough

Second by: Victoria Reinhardt

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

WHEREAS, The Riverview Corridor is a proposed transitway utilizing Modern Streetcar primarily along West 7th St./Highway 5 to connect Union Depot in downtown Saint Paul to the Minneapolis-Saint Paul International Airport, Mall of America and neighborhoods in-between; and

WHEREAS, In the spring of 2018, the cities of Bloomington and Saint Paul, counties of Hennepin and Ramsey and the Metropolitan Airports Commission approved Modern Streetcar primarily along West 7th St./Highway 5 as the Riverview Corridor's Locally Preferred Alternative; and

WHEREAS, In the summer of 2018, the Locally Preferred Alternative was submitted to the Metropolitan Council for adoption into the region's transportation policy plan; and

WHEREAS, The next phase of work, the Draft Environmental Impact Statement Phase, is anticipated to cost \$13,670,000 and take three years to complete; and

WHEREAS, Initiation of the environmental work that is part of the Draft Environmental Impact Statement Phase is dependent upon receipt of an environmental class of action determination that was requested from the Federal Transit Administration in May, 2018; and

WHEREAS, The Federal Transit Administration has stated that they will not provide a class of action determination until final guidance is provided on Executive Order 13807, meaning the Riverview Draft Environmental Impact Statement Phase is unable to advance in full; and

WHEREAS, Completing corridor survey work and the aerial photography necessary for the progression of project design is one way to continue to advance work on the Riverview Corridor; and

WHEREAS, Completing the survey work in the fall of 2018 means the data can be processed and provided to the DEIS consultant in early 2019, avoiding any delay in beginning project design; and

WHEREAS, In order to expedite the survey work, staff identified Martinez Geospatial, Inc. as a candidate to complete survey work along the 11.7 mile corridor; and

WHEREAS, Martinez Geospatial, Inc. is uniquely able to provide the aerial photography and survey work for the corridor this fall due to their ability to quickly survey the corridor and take aerial photographs; and

WHEREAS, Martinez Geospatial, Inc. recently completed the survey work for the Lexington Avenue Realignment Project and for the Gold Line in downtown Saint Paul allowing Martinez Geospatial to utilize this information for the Riverview Corridor; and

WHEREAS, Completion of the aerial photography and survey work will allow the Draft Environmental Impact Statement consultant to utilize the survey data and aerial photography

immediately upon beginning work on the Draft Environmental Impact Statement instead of waiting for it to be done under their contract; and

WHEREAS, Martinez Geospatial, Inc. will perform ground based and aerial LiDAR (Light Detection and Ranging) survey work for the Riverview Corridor along with digital aerial photography and Ramsey County Public Works staff will provide quality control of the digital mapping provided; and

WHEREAS, Approval of a single source contract with Martinez Geospatial, Inc. will ensure that the digital mapping is completed in the fall of 2018 and that the data can be provided to the Draft Environmental Impact Statement consultant in early 2019 when the work under the consultant's contract begins ; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection and agreement with Martinez Geospatial, Inc., 2915 Waters Road, Suite 100, Eagan, Minnesota 55121, for digital mapping services for the Riverview Corridor; for the period of September 24, 2018 through September 30, 2019 in the amount of \$307,605; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the agreement with Martinez Geospatial, Inc., 2915 Waters Road, Suite 100, Eagan, Minnesota 55121, for digital mapping services; and Be It Further

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

6. 2019 Budget - Certify Maximum Tax Levy for the Ramsey County Regional Railroad Authority (Resolution R2018-24)

VOTING

Motion by: Jim McDonough

Second by: Victoria Reinhardt

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

WHEREAS, Minnesota Statute 275.065 requires Ramsey County Regional Railroad Authority, as a special taxing district, to certify a proposed maximum tax levy to the Property Tax, Records and Election Services Department (County Auditor) by September 30, 2018; and

WHEREAS, An important provision of Minnesota Statute 275.065 is that the approved tax levy for the 2019 Ramsey County Regional Railroad Authority Budget cannot be more than the proposed maximum tax levy certified by Ramsey County Regional Railroad Authority; and

WHEREAS, The 2019 Ramsey County Regional Railroad Authority budget is needed in order to continue to improve the quality of life and access to services in the region, and to remain a partner in transit activities in the region with other agencies, including the Minnesota Department of Transportation, the seven metro county Regional Railroad Authorities, Metropolitan Council and Metro Transit; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the proposed maximum tax levy to finance the 2019 Ramsey County Regional Railroad Authority Budget, in the amount of \$24,273,554.

7. **Corridor Update (Discussion can be found on archived video)**

8. **Adjournment**

Chair Ortega declared the meeting adjourned at 9:59 a.m.


Sandra Jacobson, Administrative Secretary

Regional Railroad Authority Annual Organizational Meeting
September 18, 2018 – ROLL CALL

Call to Order: 9:36 AM

ATTENDANCE ROLL CALL

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

1. Agenda of September 18, 2018 is presented for approval

Moved: MM Seconded: VR

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

2. Minutes from August 7, 2018 are presented for approval

Moved: JM Seconded: MM

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

PRESENTATION ITEM

3. Presentation on the Twin Cities – Milwaukee – Chicago Intercity Passenger Rail Service Study

None. For information and discussion only.

ADMINISTRATIVE ITEM

4. Single Source contract with Martinez Geospatial for digital mapping services for the Riverview Corridor Draft Environmental Impact Statement

Moved: JM

Seconded: VR

YEA NAY ABSENT

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

POLICY ITEM

5. 2019 Budget – Certify Maximum Tax Levy for the Ramsey County Regional Railroad Authority

Moved: JM

Seconded: VR

YEA NAY ABSENT

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

6. Corridor Updates

7. Adjournment

Meeting adjourned at 9:59 am.



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

AGENDA

Tuesday, September 18, 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. R2018-37 Agenda of September 18, 2018 is Presented for Approval

Approve the agenda of September 18, 2018.

3. R2018-38 Minutes from August 7, 2018 are Presented for Approval

Approve the minutes from August 7, 2018.

PRESENTATION ITEM

4. R2018-35 Presentation on the Twin Cities - Milwaukee - Chicago Intercity Passenger Rail Service Study

None. For information and discussion only.

ADMINISTRATIVE ITEM

5. R2018-39 Single source contract with Martinez Geospatial for digital mapping services for the Riverview Corridor Draft Environmental Impact Statement

1. Approve the selection of and the agreement with Martinez Geospatial, Inc., 2915 Waters Road, Suite 100, Eagan, Minnesota 55121, for digital mapping services for the Riverview Corridor, for the period of September 24, 2018 through September 30, 2019, in the amount of \$307,605.
2. Authorize the Chair to execute the Agreement.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

POLICY ITEM

6. R2018-36 2019 Budget - Certify Maximum Tax Levy for the Ramsey County Regional Railroad Authority

Approve the proposed maximum tax levy to finance the 2019 Ramsey County Regional Railroad Authority Budget in the amount of \$24,273,554.

7. Corridor Updates

8. Adjournment

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Public Works

R2018-37

Committee: Regional Railroad Authority

Meeting Date: 9/18/2018

SUBJECT: Agenda of September 18, 2018 is Presented for Approval

REQUESTED ACTION

Approve the agenda of September 18, 2018.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Public Works

R2018-38

Committee: Regional Railroad Authority

Meeting Date: 9/18/2018

SUBJECT: Minutes from August 7, 2018 are Presented for Approval

REQUESTED ACTION

Approve the minutes from August 7, 2018.

ATTACHMENTS

1. Draft Minutes

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Public Works

R2018-35

Committee: Regional Railroad Authority

Meeting Date: 9/18/2018

SUBJECT: Presentation on the Twin Cities - Milwaukee - Chicago Intercity Passenger Rail Service Study

REQUESTED ACTION

None. For information and discussion only.

EXECUTIVE SUMMARY

Frank Loetterle, Minnesota Department of Transportation, will present a project update to the Ramsey County Regional Railroad Authority.

The study's project management team recommends that two alternatives be advanced from the Phase 1 Alternative Analysis into Phase 2, Environmental Analysis. The project management team will recommend one alternative from Phase 2 into Final Design that best meets the study's Purpose and Need in the most cost-effective manner.

FISCAL IMPACT

There are no funding requests at this time for future work.

COUNTY MANAGER COMMENTS

For additional information regarding this study, visit Minnesota Department of Transportation's website at: <http://www.dot.state.mn.us/passengerrail/tc-mil-chi/index.html> .

PREVIOUS ACTION

On November 17, 2015, the Ramsey County Regional Railroad Authority approved the expenditure of \$300,000 for continued analysis of a second round-trip passenger train between Saint Paul and Chicago (Resolution R2015-22).

ATTACHMENTS

1. Presentation

TWIN CITIES – MILWAUKEE – CHICAGO (TCMC) INTERCITY PASSENGER RAIL SERVICE STUDY

Study Update

Ramsey County Regional Railroad Authority

September 18, 2018



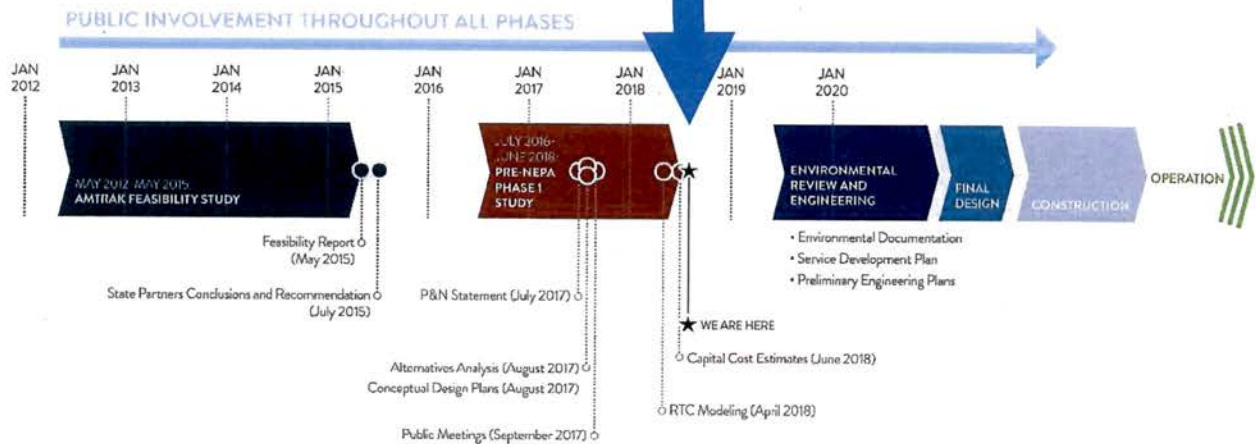
TCMC Pre-NEPA PHASE I STUDY

- **Phase 1 Study**

- July 2016 to July 2018

- **Includes**

- Purpose and need
 - Route and service alternatives analysis
 - Operations analysis
 - Proposed infrastructure improvements
 - Capital cost estimates



PURPOSE AND NEED STATEMENT

- The purpose of a second daily train is to offer more options to travelers in the corridor between Chicago and Minneapolis/St Paul by providing better eastbound reliability and increased train frequency

Purpose

- Fill regional transportation system gaps
- Cost-effective to implement, operate and maintain
- Population increases, economic growth
- Integrate with *Hiawatha* service
- Avoid travel time delays sometimes experienced by the *Empire Builder* as it travels from the West Coast

Need

- Insufficient non-auto transportation options for communities; once-daily trip does not provide adequate connections
- Rising population, economic growth would create more travel delays
- Insufficient schedule choices for intercity travelers
- *Empire Builder* near capacity during peak travel months, and travel demand expected to rise

ALTERNATIVES ANALYSIS



- 4-level screening process used to identify reasonable and feasible service alternatives
- Each screening level provided greater level of detail in analyzing identified alternatives
- Five service alternatives analyzed
- Two advanced to operations modeling



1 LEVEL 1 SCREENING

Eliminate alternatives that present significant challenges in operating an efficient service when analyzing the following factors:

- » Time-of-day departure
- » Scheduled trip time
- » Stations served
- » Train consist
- » Operational integration with the existing *Hiawatha Service*

2 LEVEL 2 SCREENING

Eliminate alternatives that:

- » Result in higher operational and equipment impacts
- » Require additional infrastructure improvements between Milwaukee and Chicago

3 LEVEL 3 SCREENING

Eliminate alternatives that:

- » Do not operate within 4- to 6-hour lag before/after *Empire Builder* service departure times
- » Do not have available passenger capacity on either existing or proposed *Hiawatha Service* frequencies

4 LEVEL 4 SCREENING

Operations modeling evaluation:
Identify and compare infrastructure improvements among alternatives

**REASONABLE AND FEASIBLE
ALTERNATIVE(S)**

ALTERNATIVES ADVANCED

- About **4-6 hours apart** from *Empire Builder* schedule
- Up to **13 stations**
- **79 mph** maximum speed
- Between Chicago and Milwaukee:
 - Train utilizes existing or proposed time slot within *Hiawatha* corridor



• Alternative 1

- TCMC service operates as an extension of an existing frequency with respect to existing *Hiawatha* service.

• Alternative 4a

- TCMC service operates as a separate, additional frequency with respect to existing *Hiawatha* service.

- Two other deviations of Alternative 4 were also run (Alternative 4b and 4c)
- Neither performed better than Alternative 4a.



EASTBOUND SCHEDULES

Alt 1: Extension of an existing frequency
Alt 4a: Separate, additional frequency

EASTBOUND			
STATION	EMPIRE BUILDER	ALTERNATIVE 1	ALTERNATIVE 4a
St. Paul	8:00 am	11:47 am	12:45 pm
Red Wing	8:54 am	12:35 pm	1:33 pm
Winona	10:11 am	1:39 pm	2:37 pm
La Crosse	10:47 am	2:17 pm	3:15 pm
Milwaukee	2:07 pm	5:40 pm	6:43 pm
Chicago	3:55 pm	7:14 pm	8:12 pm

Alt 1: Extension of an existing frequency
Alt 4a: Separate, additional frequency

WESTBOUND SCHEDULES

WESTBOUND			
STATION	EMPIRE BUILDER	ALTERNATIVE 1	ALTERNATIVE 4a
Chicago	2:15 pm	10:20 am	9:25 am
Milwaukee	3:52 pm	11:54 am	10:59 am
La Crosse	7:11 pm	3:07 pm	2:12 pm
Winona	7:47 pm	3:42 pm	2:47 pm
Red Wing	8:49 pm	4:44 pm	3:49 pm
St. Paul	10:03 pm	5:39 pm	4:44 pm

OPERATIONS ANALYSIS – RTC SOFTWARE



- **Simulate railroad operations**
 - Existing plus future trains
 - Identify where trains are delayed
- **Identify capital improvements to track and systems to support:**
 - Increased capacity
 - Increased speed
 - Reliable passenger operations
 - Reliable freight operations
- **Improvements may include:**
 - Add and/or upgrade main track
 - Lengthen and/or upgrade sidings
 - Upgrade turnouts
 - Install universal crossovers
 - Modify and/or upgrade signal systems

ALTERNATIVE 1

Proposed Infrastructure Improvements

Note: These proposed infrastructure improvements are preliminary and have not been approved by MnDOT, WisDOT, FRA or the Canadian Pacific.



ALTERNATIVE 4A

Proposed Infrastructure Improvements

Note: These proposed infrastructure improvements are preliminary and have not been approved by MnDOT, WisDOT, FRA or the Canadian Pacific.



CAPITAL COST ESTIMATE

Note: These capital cost estimates are preliminary and have not been approved by MnDOT, WisDOT, FRA or the Canadian Pacific.

COST CATEGORY	ALTERNATIVE 1	ALTERNATIVE 4	DIFFERENCE
Construction	\$55,400,946	\$38,543,349	\$16,857,597
Vehicles	\$92,400,000	\$81,900,000	\$10,500,000
Professional Services	\$5,540,095	\$3,854,335	\$1,685,760
Unallocated Contingency	\$15,334,104	\$12,429,768	\$2,904,336
TOTAL	\$168,675,145	\$136,727,453	\$31,947,692

- Alternative 1 costs are higher

- Construction costs includes Medary siding improvements
- Vehicle costs include additional coaches to accommodate the Hiawatha ridership
- Professional services are estimated as a percentage of construction costs
- Unallocated contingency is estimated as a percentage of total costs

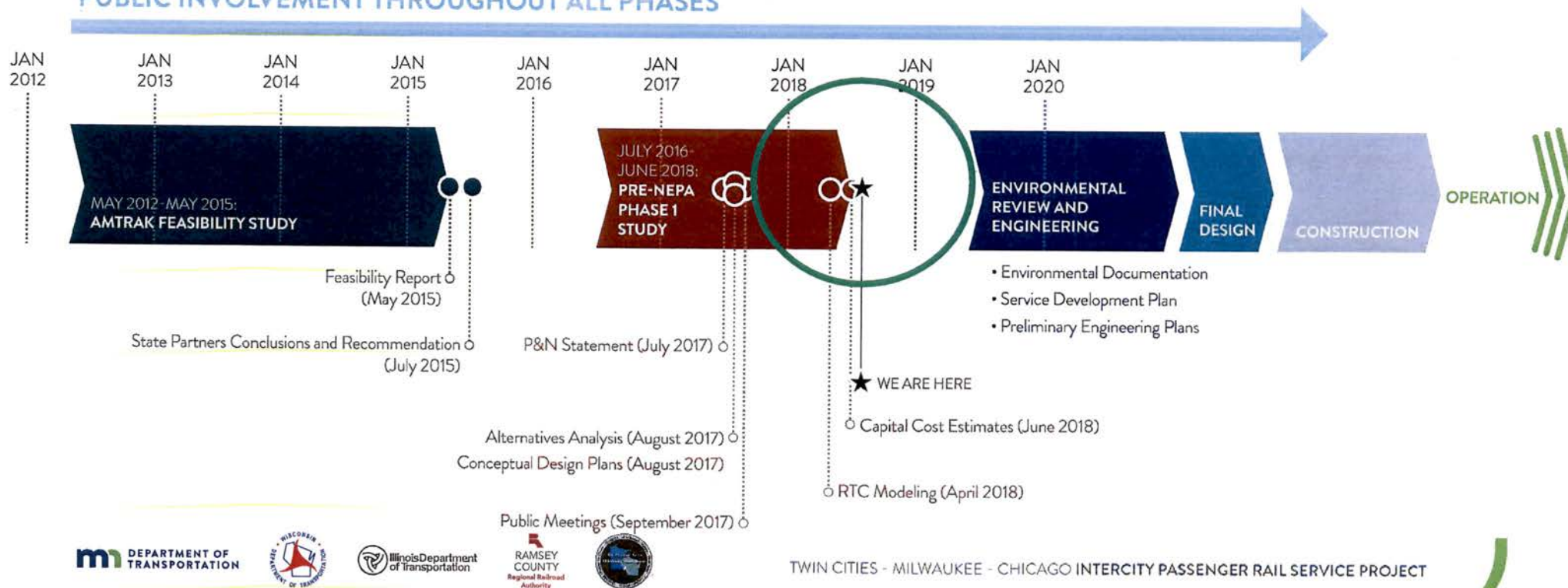
Alt 1: Extension of an existing frequency

Alt 4a: Separate, additional frequency

TCMC PROJECT TIMELINE



PUBLIC INVOLVEMENT THROUGHOUT ALL PHASES



TWIN CITIES - MILWAUKEE - CHICAGO INTERCITY PASSENGER RAIL SERVICE PROJECT

TCMC NEXT STEPS

- **Phase 2 Study**

- Preliminary Design
- Environmental review process
- Service Development Plan



- **Implementation**

- Final Design
- Construction
- Operation



- Service could begin 4½ years after Phase 2 is initiated

Questions?

Receive project updates through “Connect with us” link on project website: www.dot.state.mn.us/passengerrail/tc-mil-chi/

Frank Loetterle, PhD, AICP
francis.loetterle@state.mn.us 651-366-3194



**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Public Works

R2018-39

Committee: Regional Railroad Authority

Meeting Date: 9/18/2018

SUBJECT: Single Source Agreement with Martinez Geospatial, Inc., for Digital Mapping Services for the Riverview Corridor Draft Environmental Impact Statement

REQUESTED ACTION

1. Approve the selection of and the agreement with Martinez Geospatial, Inc., 2915 Waters Road, Suite 100, Eagan, Minnesota 55121, for digital mapping services for the Riverview Corridor, for the period of September 24, 2018 through September 30, 2019, in the amount of \$307,605.
2. Authorize the Chair to execute the Agreement.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

EXECUTIVE SUMMARY

The Riverview Corridor is a proposed transitway utilizing Modern Streetcar primarily along West 7th St./Highway 5 to connect Union Depot in downtown Saint Paul to the Minneapolis-St. Paul International Airport, Mall of America and neighborhoods in-between.

In the spring of 2018, the cities of Bloomington and Saint Paul, counties of Hennepin and Ramsey and the Metropolitan Airports Commission approved Modern Streetcar primarily along West 7th St./Highway 5 as the Riverview Corridor's Locally Preferred Alternative. In the summer of 2018, the Locally Preferred Alternative was submitted to the Metropolitan Council for adoption into the region's transportation policy plan. Adoption into the transportation policy plan is anticipated in the winter of 2018. In parallel with the adoption of the Locally Preferred Alternative, the technical analysis of the corridor must continue in order to position the project for federal funding.

The next phase of work, the Draft Environmental Impact Statement Phase, is anticipated to cost \$13,670,000 and take three years to complete. The phase includes:

- Draft Environmental Impact Statement.
- Communications.
- Station Area Planning.
- Project Management Consultant.
- Minnesota Department of Transportation Technical Assistance (engineering and cultural resources).

Initiation of the environmental work that is part of the Draft Environmental Impact Statement Phase is dependent upon receipt of an environmental class of action determination. A request for this determination was provided to the Federal Transit Administration in May, 2018. The Federal Transit Administration has stated that they will not provide a class of action determination until final guidance is provided on Executive Order 13807 which seeks to have environmental impact statements completed in two years. Until the class of action determination is provided, the Riverview Draft Environmental Impact Statement Phase is unable to advance in full.

Single source contract with Martinez Geospatial for digital mapping services for the Riverview Corridor Draft Environmental Impact Statement

Despite uncertainty at the Federal level, staff has sought ways to continue to advance work on the Riverview Corridor. One way is to go ahead and complete the corridor survey work and the aerial photography necessary for the progression of project design. Survey work is seasonal, in that it must be done when the trees are bare and there is no snow cover on the ground. Completing the survey work in the fall of 2018 means the data can be processed and provided to the DEIS consultant in early 2019, avoiding any delay in beginning project design.

In order to expedite the survey work, staff identified Martinez Geospatial, Inc., as a candidate to complete survey work along the 11.7 mile corridor. Martinez Geospatial is uniquely able to provide the aerial photography and survey work for the corridor this fall due to their ability to quickly survey the corridor and take aerial photographs. Additionally, Martinez Geospatial recently completed the survey work for the Lexington Avenue Realignment Project and for the Gold Line in downtown Saint Paul allowing them to utilize this information for the Riverview Corridor. Completion of the aerial photography and survey work will allow the Draft Environmental Impact Statement consultant to have turn-key survey and aerial photography on day one of the contract instead of waiting for it to be done under their contract.

Martinez Geospatial, Inc. is certified as a Disadvantaged Business Enterprise (DBE) by the Minnesota Unified Certification Program (MnUCP); a Minority Business Enterprise (MBE) and Small Business Enterprise (SBE) by the Central Certification (CERT) program; and a Targeted Group (TG) small business by the Minnesota Office of State Procurement (OSP) Program.

Martinez Geospatial, Inc. will perform ground based and aerial LiDAR (Light Detection and Ranging) survey work for the Riverview Corridor along with digital aerial photography. They will create digital terrain models with 1' contours along with planimetric mapping. Ramsey County Public Works staff will provide quality control of the digital mapping provided.

Approval of a single source contract with Martinez Geospatial, Inc. will ensure that the digital mapping is completed in the fall of 2018 and that the data can be provided to the Draft Environmental Impact Statement consultant in early 2019, when the work under the consultant's contract begins. Martinez Geospatial, Inc. has provided similar services to the Minnesota Department of Transportation, Metro Transit and to Ramsey County.

FISCAL IMPACT

Funding is available in the Ramsey County Regional Railroad Authority Riverview Corridor capital project budget, as part of the preparation of the Draft Environmental Impact Statement.

COUNTY MANAGER COMMENTS

County board approval is required for single source contracts over \$100,000. For more information on the Riverview Corridor, please visit the website at: <https://www.ramseycounty.us/residents/roads-transit/regional-railroad-authority/riverview-corridor>.

PREVIOUS ACTION

On June 19, 2018, the Ramsey County Board approved a resolution supporting the Locally Preferred Alternative for the Riverview Corridor (Resolution R2018-176).

ATTACHMENTS

1. Draft Resolution
2. Single Source Document
3. Professional Services Agreement
4. Attachment A
5. Riverview Corridor Project Budget

Draft Resolution

WHEREAS, The Riverview Corridor is a proposed transitway utilizing Modern Streetcar primarily along West 7th St./Highway 5 to connect Union Depot in downtown Saint Paul to the Minneapolis-Saint Paul International Airport, Mall of America and neighborhoods in-between; and

WHEREAS, In the spring of 2018, the cities of Bloomington and Saint Paul, counties of Hennepin and Ramsey and the Metropolitan Airports Commission approved Modern Streetcar primarily along West 7th St./Highway 5 as the Riverview Corridor's Locally Preferred Alternative; and

WHEREAS, In the summer of 2018, the Locally Preferred Alternative was submitted to the Metropolitan Council for adoption into the region's transportation policy plan; and

WHEREAS, The next phase of work, the Draft Environmental Impact Statement Phase, is anticipated to cost \$13,670,000 and take three years to complete; and

WHEREAS, Initiation of the environmental work that is part of the Draft Environmental Impact Statement Phase is dependent upon receipt of an environmental class of action determination that was requested from the Federal Transit Administration in May, 2018; and

WHEREAS, The Federal Transit Administration has stated that they will not provide a class of action determination until final guidance is provided on Executive Order 13807, meaning the Riverview Draft Environmental Impact Statement Phase is unable to advance in full; and

WHEREAS, Completing corridor survey work and the aerial photography necessary for the progression of project design is one way to continue to advance work on the Riverview Corridor; and

WHEREAS, Completing the survey work in the fall of 2018 means the data can be processed and provided to the DEIS consultant in early 2019, avoiding any delay in beginning project design; and

WHEREAS, In order to expedite the survey work, staff identified Martinez Geospatial, Inc. as a candidate to complete survey work along the 11.7 mile corridor; and

WHEREAS, Martinez Geospatial, Inc. is uniquely able to provide the aerial photography and survey work for the corridor this fall due to their ability to quickly survey the corridor and take aerial photographs; and

WHEREAS, Martinez Geospatial, Inc. recently completed the survey work for the Lexington Avenue Realignment Project and for the Gold Line in downtown Saint Paul allowing Martinez Geospatial to utilize this information for the Riverview Corridor; and

47 WHEREAS, Completion of the aerial photography and survey work will allow the Draft
48 Environmental Impact Statement consultant to utilize the survey data and aerial photography
49 immediately upon beginning work on the Draft Environmental Impact Statement instead of
50 waiting for it to be done under their contract; and
51

52 WHEREAS, Martinez Geospatial, Inc. will perform ground based and aerial LiDAR (Light
53 Detection and Ranging) survey work for the Riverview Corridor along with digital aerial
54 photography and Ramsey County Public Works staff will provide quality control of the digital
55 mapping provided; and
56

57 WHEREAS, Approval of a single source contract with Martinez Geospatial, Inc. will
58 ensure that the digital mapping is completed in the fall of 2018 and that the data can be
59 provided to the Draft Environmental Impact Statement consultant in early 2019 when the work
60 under the consultant's contract begins; Now, Therefore Be It
61

62 RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of
63 and the agreement with Martinez Geospatial, Inc., 2915 Waters Road, Suite 100, Eagan,
64 Minnesota 55121, for digital mapping services for the Riverview Corridor; for the period of
65 September 24, 2018 through September 30, 2019 in the amount of \$307,605; and Be It Further
66

67 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
68 execute the agreement; and Be It Further
69

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



**RAMSEY
COUNTY**

Ramsey County Single Source or Sole Source Request Form

****Exceeds Contract Value Authority****

Department Section

Department: RRA
Requisition ID: 0000001411
Requestor: SANDRA.JACOBSON
Date: August 21, 2018
Procurement Description: Surveying and digital mapping
Contract Term (including renewals): 12 months
Contract Value: \$307,605.00

Single Source: A direct purchase of professional or client services from one particular contractor even though other competitive sources may be available. Having a contractor provide additional services based on the experience and knowledge they have gained, along with their unique talents, allows the county to advance important county initiatives while saving the county time and money.

Sole Source: A situation created due to the inability to obtain competition. May result because only one vendor or supplier possesses the unique ability or capability to meet the particular requirements of the solicitation.

1.

Is this a single or sole source request?

Single Source

2.

Select the good or service category:

Professional Services

3.

Will the purchase be made using grant, state and/or federal funds? No

4.

Explain how the requested supply equipment, materials or service meets the single source or sole source criteria:

The service offered by the contractor is necessary for timely completion of the Riverview Corridor project for which competition would have a significant adverse impact on the project, including, but not limited to, project delays.

In addition, Martinez Geospatial is a CERT SBE that offers a unique or innovative approach, which is using a combination of new color digital aerial imagery, airborne LiDAR (Light Detection and Ranging) data, high-definition static terrestrial laser scanning (HDS), and existing mapping compiled from HDS and mobile LiDAR data acquired by MTZ in 2018 to produce color digital orthophotos, create digital terrain models (DTM) suitable for generating contours at 1-foot intervals, perform planimetric mapping, and determine bridge clearances of select Areas of Interest (AOI) along the

proposed Riverview Corridor.

5. What information do you have on previous solicitations for this good or service?

This supplier was selected by Ramsey County Public Works to perform surveying and digital mapping for the Lexington Avenue Relocation Project using CERT SBEQs.

6. What other contractors and/or goods or services did you consider before you arrived at your conclusion?
List all findings.

None because this contractor is uniquely qualified and experienced in mapping the Riverview Corridor.

7. What information do you have that can support a determination that the contractor's cost is fair and reasonable?

Consultation with MnDOT and Ramsey County Public Works on projects this contractor has performed in the past.

8. Are there any conflict of interest that you are aware of related to this proposed acquisition? No

9. Single Source - Attach documentation from the contractor to supports its claim that they are uniquely qualified for this particular service and any documentation stating the work to be performed, proposal, quote/invoice. Documentation may be scanned and attached or forwarded to the Procurement Specialist.

10. Yes, I certify that, to the best of my knowledge, the above information is true and accurate and that no other material fact or consideration offered or given has influenced this recommendation for a single or sole source purchase.

Name: SANDRA.JACOBSON

Date: August 21, 2018

Procurement Specialist Section

1. Is there a State Master contract available to CPV members for this purchase? ☒ Yes ☐ No

2. If yes, did the Department consider using the State Master contract? ☒ Yes ☐ No ☐ N/A

3. Is this a single source or sole source purchase?

☐ No Provide information about other available sources for the requested good or service (e.g., Master Agreement, names of contractors) and a solicitation recommendation.

☒ Yes State justification for single source or sole source classification:

The Procurement Specialist concurs that this meets the requirements of a single source. The services offered by Martinez Geospatial are necessary for timely completion of the Riverview Corridor project for which competition would have a significant adverse impact on the project, including, but not limited to, project delays. In addition, Martinez Geospatial is a CERT SBE that offers a unique or innovative approach. The aerial imagery must be obtained precisely after the tree foliage has dropped, and when the environmental conditions are free from excessive haze, fog, smoke, snow, ice, and clouds.

☒ Yes I certify that, to the best of my knowledge, the above information is true and accurate and that no other material fact or consideration offered or given has influenced this recommendation for a single or sole source purchase.

Name: Kyle Rahne, CPPB

Title: Principal Procurement Specialist

Date: August 21, 2018

Professional Services Agreement

This is an Agreement between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota, 214 4th Street East, Suite 200 Union Depot Saint Paul, MN 55101 ("RCRRA") and Martinez Geospatial, Inc., 2915 Waters Road, Suite 100 Eagan, MN 55121, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The term of this Agreement shall be from September 24, 2018 through September 30, 2019 and may not be renewed.

2. Scope of Service

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

2.1.

Ramsey County will manage the contract with Martinez Geospatial, ensuring that the work scope is completed as described in the Attachment A, providing quality control of the digital mapping provided and processing invoices.

2.2.

Services shall be provided at Saint Paul and Bloomington, Minnesota. If services are provided at any other locations, it shall be deemed an alteration of this Agreement that must be reduced to writing.

2.3.

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

2.4.

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

2.5.

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

3. Schedule

The Contractor shall complete services no later than September 30, 2019.

4. Cost

4.1.

RCRRA shall pay the Contractor a not to exceed fee of \$ 307,605.00 over the life of the contract according to the agreed to rates.

4.2.

RCRRA shall pay the Contractor the following unit rates:

The fee of \$307,605 is separated into the following fee by sub area: Mall of America \$31,205; Seventh Street \$94,670; Fort Snelling \$58,440; Interstate 35E \$23,235; Potential OMF \$34,530; Downtown Saint Paul \$54,830; Bridge No. 62066 \$10,695

5. General Contract/Agreement Terms and Conditions

5.1. Payment

5.1.1.

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

5.1.2.

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

5.2. Application for Payments

5.2.1.

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

5.2.2.

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

5.2.3.

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

5.2.4.

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

5.2.5.

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

5.2.6.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from RCRRA for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual

penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

5.3. Independent Contractor

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

5.4. Successors, Subcontracting and Assignment

5.4.1.

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

5.4.2.

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

5.5. Compliance With Legal Requirements

5.5.1.

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

5.5.2.

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

5.6. Data Practices

5.6.1.

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

5.6.2.

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

5.6.3.

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

5.7. Security

5.7.1.

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

5.7.2.

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

5.7.3.

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

5.7.4.

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

5.7.5.

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

5.8. Indemnification

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

5.9. Contractor's Insurance

5.9.1.

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

5.9.2.

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

5.9.3.

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

5.9.3.1.

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

5.9.3.2.

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

5.9.4.

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

5.9.4.1.

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

5.9.4.2.

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

5.9.5.

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

5.9.6.

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

5.9.7.

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

5.9.8.

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

5.9.9.

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

5.9.10.

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

5.9.11.

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

5.9.12.

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

5.9.13.

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

5.9.14.

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

5.10. Audit

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

5.11. Notices

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

RCRRA:

Mike Rogers Ramsey County Public Works 214 4th Street East, Suite 200 Union Depot Saint Paul, MN 55101

Contractor:

Steve Martinez Martinez Geospatial 2915 Waters Road, Suite 100 Eagan, MN 55121

5.12. Non-Conforming Services

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

5.13. Setoff

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

5.14. Conflict of Interest

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

5.15. Respectful Workplace and Violence Prevention

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

5.16. Force Majeure

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

5.17. Unavailability of Funding - Termination

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

5.18. Termination

5.18.1.

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

5.18.2.

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

5.18.3.

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

5.19. Interpretation of Agreement; Venue

5.19.1.

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

5.19.2.

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

5.20. Warranty

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

5.21. Infringement

5.21.1.

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

5.21.2.

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

5.22. Debarment and Suspension

When RCRRA is using federal funds for a purchase of \$25,000 or over, the federal government prohibits RCRRA from purchasing from a party that has been debarred or suspended under federal debarment laws, executive orders, and regulations. In addition, Ramsey County has

enacted Ordinance 2013-330 Ramsey County Debarment Ordinance that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

6. Diverse Workforce Inclusion

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

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

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

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

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

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

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

7. Alteration

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

8. Entire Agreement

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



2915 Waters Road, Suite 100
Eagan, MN 55121
Phone: 651-686-8424
Fax: 651-686-8389
Web: www.mtzgeo.com

August 17, 2018

Michael Rogers
Ramsey County Regional Railroad Authority
214 4th Street E
St. Paul, MN 55101

**RE: Riverview Corridor – Hennepin and Ramsey Counties, Minnesota
Digital Mapping**

Mr. Rogers:

Thank you for contacting Martinez Geospatial, Inc. (MTZ) in regards to providing digital mapping services for the above-referenced project. The following outlines the general considerations and processes that will be used in the completion of the tasks for this project. Please call if you have any questions.

Overview / Project Areas

MTZ will use a combination of new color digital aerial imagery, airborne LiDAR (Light Detection and Ranging) data, high-definition static terrestrial laser scanning (HDS), and existing mapping compiled from HDS and mobile LiDAR data acquired by MTZ in 2018 to produce color digital orthophotos, create digital terrain models (DTM) suitable for generating contours at 1-foot intervals, perform planimetric mapping, and determine bridge clearances of select Areas of Interest (AOI) along the proposed Riverview Corridor in Hennepin and Ramsey Counties, Minnesota, as shown in EXHIBIT A and described as follows:

Mall of America: MTZ will acquire and process new HDS data of the approximately 2 miles of existing road right-of-way (r-o-w) shown in blue in Figure 1 (below) and approximately 2/3 of a mile of existing light rail r-o-w shown in magenta in Figure 1, located within the approximately 80 acres of land adjacent to the southeast and east sides of the Mall of America (MOA) in Bloomington, Minnesota, outlined in yellow in Figure 1. MTZ will also perform limited laser scanning from inside the MOA East Parking Ramp. MTZ will use the processed HDS data to create a DTM and planimetric map of the existing roadway and light rail r-o-w. MTZ shall be responsible for obtaining the required permitting from Metro Transit to perform work within the light rail r-o-w, and from MOA to work in the East Parking Ramp.



Figure 1 – Mall of America Area of Interest

Attachment A

Seventh Street: MTZ will acquire and process new HDS data of the approximately 5 miles of existing roadway r-o-w, and arrange for new color digital aerial imagery and airborne LiDAR data to be acquired, for that section of 7th Street which lies between the Mississippi River and W 5th Street in St. Paul, Minnesota, as shown in blue in Figure 2, below:



Figure 2 – Seventh Street Area of Interest

MTZ will use the processed HDS data to create a DTM and planimetric map of the existing 7th Street r-o-w, and determine the underclearances of existing roadway bridge numbers 9489 and 9490 (Mississippi River Boulevard over 7th Street). Additional HDS data will be acquired and processed for those portions of S Prior Avenue/Lower Hidden Falls Drive and the trail located beneath existing roadway bridge number 9300 (7th Street over the Mississippi River and city streets), as shown in Figure 3 (below), for determining clearances. MTZ will use the new aerial imagery and airborne LiDAR data to create a DTM and planimetric map of the approximately 3 miles of existing Canadian Pacific Railway (CP Rail) r-o-w shown in magenta in Figure 2 (above), and produce color digital orthophotos of the entire Seventh Street AOI.



Figure 3 – Seventh Street AOI Bridges

Attachment A

Fort Snelling: MTZ will arrange for new color digital aerial imagery and airborne LiDAR data to be acquired for the approximately 430 acres of land in and around the Unorganized Territory of Fort Snelling outlined in yellow in Figure 4 (below). MTZ will use the new aerial imagery and airborne LiDAR data to produce color digital orthophotos and create a DTM and planimetric map of the entire Fort Snelling AOI. — Existing digital mapping data compiled from mobile LiDAR data acquired by MTZ in 2018 for the Minnesota Department of Transportation (MnDOT) will be used for mapping the existing roadway surfaces shown in cyan in Figure 4.



Figure 4 – Fort Snelling Area of Interest

MTZ will also acquire and process new HDS data of existing roadway bridge numbers 9306 and 27171 (Trunk Highway 55 over Bloomington Road), and that portion of the Minnesota Valley State Trail located beneath existing roadway bridge number 9300 (7th Street over the Mississippi River and city streets), as shown in Figure 5 (below). MTZ will use the processed HDS data to determine the bridge clearances. Existing mobile LiDAR data acquired by MTZ in 2018 for MnDOT will be used to determine the clearances of existing roadway bridge numbers 9155 and 27027 (Fort Snelling Tunnel), as shown in Figure 5.



Figure 5 – Fort Snelling AOI Bridges

Attachment A

Interstate 35E: MTZ will arrange for new color digital aerial imagery and airborne LiDAR data to be acquired for the approximately 110 acres of land surrounding the existing Interstate 35E (I-35E) and 7th Street Interchange (Exit 103B) in St. Paul, Minnesota, outlined in yellow in Figure 4 (below). MTZ will also acquire and process new HDS data of the approximately 1 mile of existing roadway r-o-w shown in blue in Figure 6. MTZ will use the processed HDS data and existing digital mapping data compiled from mobile LiDAR data acquired by MTZ in 2018 for Ramsey County, shown in cyan in Figure 6, to create a DTM and planimetric map of the existing roadway r-o-w. MTZ will use the new aerial imagery and airborne LiDAR data to create a DTM and planimetric map of the remaining I-35E AOI, and produce color digital orthophotos of the entire I-35E AOI.



Figure 6 – Interstate 35E Area of Interest

Potential OMF: MTZ will arrange for new color digital aerial imagery and airborne LiDAR data to be acquired for the approximately 70 acres of land surrounding a potential site for an Operations and Maintenance Facility (OMF) in St. Paul, Minnesota, outlined in yellow in Figure 7 (below). MTZ will also acquire and process new HDS data of the approximately 1 mile of existing roadway r-o-w shown in blue in Figure 7. MTZ will use the processed HDS data to create a DTM and planimetric map of the existing roadway r-o-w. MTZ will use the new aerial imagery and airborne LiDAR data to create a DTM and planimetric map of the remaining OMF AOI, and produce color digital orthophotos of the entire OMF AOI.



Figure 7 – Potential OMF Area of Interest

Attachment A

Downtown St. Paul: MTZ will acquire and process new HDS data of the approximately 3.5 miles of existing roadway right-of-way (r-o-w) shown in blue in Figure 8 (below) located within the approximately 150 acres of land in and around downtown St. Paul, Minnesota, outlined in yellow in Figure 7. MTZ will use the processed HDS data and the approximately 1.6 miles of existing digital mapping data compiled from HDS data acquired by MTZ in 2018 for the Metro Gold Line Bus Rapid Transit (GBRT) Project (Metropolitan Council Contract Number 17P098) shown in cyan in Figure 8 to create a DTM and planimetric map of the existing roadway r-o-w.



Figure 8 – Downtown St. Paul Area of Interest

Bridge 62066: MTZ will acquire and process new HDS data of the approximately 2.3 acres of land under and around existing 7th Street roadway bridge number 62066 over Grace Street and the CP Rail railway in St. Paul, Minnesota, outlined in yellow in Figure 9 (below). MTZ will use the processed HDS data to create a DTM and planimetric map of the Bridge 62066 AOI and determine bridge clearances. MTZ shall be responsible for obtaining the required permitting from CP Rail to perform work within the railroad r-o-w.

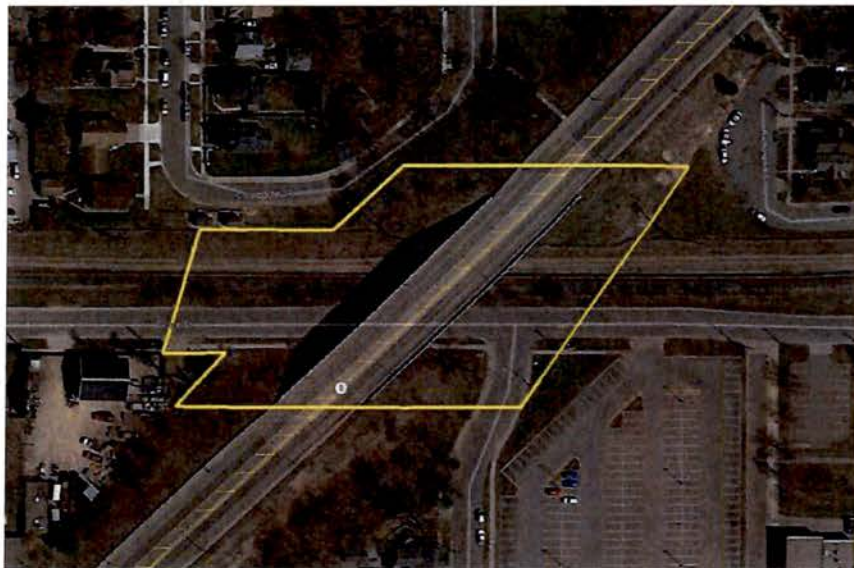


Figure 9 – Bridge 62066 Area of Interest

Attachment A

Reference System

This project will utilize the Ramsey County Coordinate System, based on the 2011 adjustment (non-HARN) of the North American Datum of 1983 (NAD83, 2011) reference frame. Elevations will be based on the North American Vertical Datum of 1988 (NAD88) vertical datum with Geoid12A/B applied. All units will be in US Survey Feet.

Control Survey

MTZ will establish a control network within each AOI for orienting the aerial imagery, airborne LiDAR data, and HDS data to the project reference system. MTZ will set control points in areas with reliable Global Positioning System (GPS) satellite visibility using survey-grade Leica Viva GS14 and GS16 Global Navigation Satellite System (GNSS) receivers. MTZ will employ the double-stub technique, which involves performing two (2) fifteen-minute rapid-static GNSS observation sessions for each control point under different satellite configurations. The rapid static GNSS data will be processed using the National Geodetic Survey (NGS) Online Positioning User Service (OPUS). GNSS-derived elevations will be verified via differential leveling using a Leica Sprinter 150M electronic level.

MTZ will set control points in areas without GPS accessibility using a survey-grade Leica robotic total station. Existing NGS control stations of Horizontal Order C and Vertical Order 2, Class 1 or better will be surveyed in order to tie the control network to the National Spatial Reference System (NSRS) and project reference system. The control survey will be performed under the direct supervision of a professional Land Surveyor licensed in the State of Minnesota. The scope of this proposal does not include performing any boundary survey services.

Aerial Imagery

MTZ will arrange for new 5 cm (0.164") ground sample distance (GSD) pixel resolution color digital aerial imagery and airborne Global Positioning System (ABGPS) data to be acquired for this project. Due to the proximity of the project area to Minneapolis-St. Paul International Airport (MSP), the flight mission will require coordination with MSP Air Traffic Control. Every effort will be made to acquire the aerial imagery after the tree foliage has dropped, and when the environmental conditions are free from excessive haze, fog, smoke, snow, ice, and clouds, while still accommodating the project schedule. Additionally, the aerial imagery acquisition mission will be scheduled to occur during midday hours to minimize shadows.

Due to the nature of aerial photography, it is likely that the imagery will contain some minor void areas obscured by vegetation and/or man-made structures. MTZ is not responsible for compiling planimetric features that are not visible in the aerial imagery. Should the presence of void areas become an issue for this project, MTZ will work with RCRRRA to form an equitable solution.

To achieve proper tone balancing and overall image quality, MTZ will analyze the digital aerial imagery to determine the lightest and darkest areas of the project. These areas will be used to determine a final histogram prior to dodging the photography. The histogram will be generated from the image being most representative of the average distribution of the flight line. This will ensure that the final images will be clear, sharp, and evenly exposed with constant image tone across the entire project area (i.e. minimal "checkerboard" effect). Final image enhancements are not performed until the end of the project. This allows for more control over the final look of the project, resulting in a more uniform contrast and tone.

MTZ will orient the individual stereo pairs using ImageStation® Automatic Triangulation (ISAT) software. The camera calibration will be incorporated into the data and pass points/tie points will be measured. Root Mean Square Error (RMSE) values will be computed and reviewed to ensure they fall within prescribed tolerances prior to the introduction of the ground control data. The control point coordinates, ABGPS data, and constraints are then introduced to achieve the final horizontal and vertical solution. The entire aerotriangulation process will be performed under the direct supervision of an American Society for Photogrammetry and Remote Sensing (ASPRS) Certified Photogrammetrist.



Attachment A

Airborne LiDAR

MTZ will also arrange for new airborne LiDAR data to be acquired for this project. The airborne LiDAR data will be acquired at a point density sufficient to define the bare earth surface. Data acquisition will not be performed when dense fog, haze, dust, snow, ice, flooding, or any other environmental factor is likely to obscure the ground and lead to positional and/or vertical accuracy distortion.

The airborne LiDAR data will be used to produce a three-dimensional (3-D) DTM of the bare earth surface. This is done by classifying each laser return, with the last return (lowest point) representing the ground. Due to the large number of points collected by airborne LiDAR, a point-thinning process may be employed to reduce the number of bare earth data points for the final DTM. This thinning process uses project-specific horizontal and vertical parameters to eliminate points that are close together. This dramatically reduces the overall file size to a more manageable magnitude for easier use, without compromising the integrity of the surface model.

HDS

MTZ will acquire new HDS using high-definition, survey-grade Leica ScanStation P20 and ScanStation P40 laser scanners. Scans will be conducted from numerous locations within each AOI at a point density sufficient for providing accurate element definition and surface modeling. Because laser scanners are line-of-sight instruments, the scope of the laser scanning is limited to only openly visible features within each AOI. MTZ is not responsible for collecting HDS data in inaccessible areas (i.e. locked, too small, unsafe, etc.) or in areas behind obstructions (i.e. vehicles, buildings, fences, equipment, debris, trees and other vegetation, etc.). MTZ is also not responsible for removing any obstructions from the project area, but will do its best to minimize void areas caused by obstructions by scheduling the HDS data acquisition to occur at a time when anticipated potential obstructions are likely to be at a minimum, and by scanning each AOI from multiple angles. MTZ will also supplement any void areas in the HDS data with data compiled from the new aerial imagery (where available). Should void areas caused by obstructions become an issue for this project, MTZ will work with RCRRA to form an equitable solution for adequately supplementing any void areas.

After completing the laser scans on-site, MTZ will use Leica Cyclone software to process and register the individual scans. Each laser scan produces an independent set of data containing x, y, z, and intensity values for millions of points, which need to be tied to the other scans to create a single 3-D representation of the entire AOI. MTZ utilizes a visual registration processes which uses overlapping point cloud data to unite adjacent scans. Since the laser scanners acquire data using assumed x, y, and z coordinates, the initial point cloud registration is only a relative orientation. MTZ will then use the surveyed control point coordinates to rotate and translate the point cloud data to the project control network. Each AOI will be reviewed to verify that all of the laser scan data tied-together well. This will ensure that the final point clouds are a true and precise representation of the existing conditions within each AOI, and suitable for accurate feature extraction and surface modeling.

Viewing Software

MTZ will use Leica Cyclone Publisher to create a Leica TruView site map and data files for each AOI involving HDS data acquisition. Leica TruView is an easy-to-use, no-cost, downloadable plug-in that contains fully-interactive 360-degree panoramic images of the point cloud data from the vantage point of the laser scanner. Being able to not only view, but also navigate around the point cloud; make measurements; extract coordinates; and add hyperlinks and markups makes Leica TruView a vital tool for effective project communication. MTZ will provide all files required, as well as instruction for hosting the TruView data on a local hard drive, company server, or the Internet. The TruView files will be delivered in grayscale.

Attachment A

Surface Modeling

MTZ will use Cardinal Systems VriLiDAR software to extract the topographic data within each AOI directly from the processed HDS point clouds in a 3-D environment. MTZ will create a DTM comprised of break lines delineating various terrain-defining features (i.e. curb and gutter, tops and toes of slopes, etc.) and mass points in flatter areas for each AOI. Areas which fall outside of the HDS collection limits will be supplemented with the DTM created from the airborne LiDAR data (where available). The final DTM will be used to generate contours at 1-foot intervals.

Planimetric Mapping

MTZ will also use Cardinal Systems VriLiDAR software to extract the visible planimetric features (i.e. roads, sidewalks, buildings, fences, signs, above-ground utilities, etc.) within each AOI. Areas which fall outside of the HDS collection limits will be supplemented with data compiled from the georeferenced stereo aerial imagery. The planimetric features will be collected, layered, and labeled in a two-dimensional (2-D) file following Ramsey County specifications. MTZ is not responsible for locating any underground utilities, public or private, as part of this proposal.

Bridge Clearances

MTZ will measure the horizontal and vertical clearances for existing roadway bridge numbers 9300, 9306, 9489, 9490, 27171, and 62066 directly from the processed HDS point cloud data. The horizontal and vertical clearances for bridge numbers 9155 and 27027 will be measured directly from the existing processed mobile LiDAR data acquired by MTZ for MnDOT in 2018. Cross-sections of the HDS and mobile LiDAR point clouds with the clearance dimensions for each bridge will be produced and provided to RCRRA. A Minnesota Department of Transportation: Bridge Office Vertical and Horizontal Bridge Underclearance Report form (Revised June 2018) will also be completed for each of the aforementioned bridges and provided to RCRRA.

Digital Orthophotos

MTZ will process the ground control, aerotriangulation results, camera data, and digital imagery on an orthophoto workstation to create geographically correct orthoimages of the Seventh Street, Fort Snelling, Interstate 35E, and Potential OMF AOI. The DTM created from the airborne LiDAR data will be used to orthorectify the georeferenced imagery. MTZ will ensure the edges of each individual image match exactly with the edge of each adjacent image, with no pixel gaps or overlaps between geographic partitions, to create the "seamless" tiled color digital orthophotos for each AOI. The orthophoto images will undergo a final enhancement process to ensure the entire project has uniform density, contrast, and tone. Particular attention is paid to areas of shadow to ensure that the image clarity is sufficient for determining the features within those areas. Void (black areas) will be used for areas for which imagery is not available. The final orthophoto images will be output at a 0.25' GSD pixel resolution.

Quality Assurance / Quality Control

MTZ does not view Quality Assurance and Quality Control (QA/QC) as a phase or process in itself, but a concept that must be applied and maintained throughout each step in the project. With two decades of high-definition laser scanning and spatial modeling experience, MTZ has implemented several internal policies and protocols for performing such projects. This includes reviewing all project documents and data products submitted to RCRRA by a qualified individual other than the originator prior to making delivery. MTZ's policy of cross-training technicians has created an environment in which a second set of capable eyes is always available for peer review at each step in the process.

Each custom in-house process and procedure developed and used by MTZ was created in direct response to the need for careful QA/QC for all projects. Creating our processes in such a way that QA/QC is inextricable from process procedures ensures that they cannot be overlooked, omitted, or ignored. MTZ has also developed customized project tracking tools to ensure projects are progressing at



Attachment A

the anticipated rate. If not, staff and/or resource adjustments can be made prior to affecting the project schedule. As a result, MTZ is well-prepared to complete the Riverview Corridor digital mapping project to the full satisfaction of RCRRA within the project schedule.

Deliverables

The final delivery of digital mapping products will include the following on digital media:

- 1) 0.25' GSD digital orthophotos in geo-referenced TIFF format with corresponding TFW world files.
- 2) 2-D planimetric map for each AOI in Autodesk AutoCAD (DWG) format.
- 3) 3-D DTM file for each AOI in Autodesk AutoCAD (DWG) format.
- 4) Leica TruView site map and data files for each AOI involving HDS data acquisition.
- 5) Bridge clearance measurement cross-sections in JPG format.
- 6) Minnesota Department of Transportation: Bridge Office Vertical and Horizontal Bridge Underclearance Report forms (Revised: June 2018) in PDF format.

MTZ assumes all responsibility for the accuracy and completeness of the products prepared under this contract and shall check all such material accordingly. All project documents and data products submitted to RCRRA will conform to "standards-of-the-industry" quality. This not only applies to the quality and accuracy of the technical work, but also demands that all project documents have a neat appearance and are well organized, complete, and grammatically correct.

Schedule

The weather and other seasonal environmental factors (i.e. full vegetation foliage, leaves on the ground, snow cover, etc.) will have an impact on the project schedule and could also affect the quality of the final mapping products. Laser scanning is weather-dependant and requires a clean and dry environment to acquire adequate data. Ideal conditions for performing the aerial imagery acquisition include a leaf-off and snow-free environment with clear skies and low wind during the mid-day acquisition window. MTZ will work with RCRRA to determine a mutually-agreeable project schedule.

Fee

MTZ is pleased to offer the herein-contained scope of services for a lump sum fee of **\$307,605** in accordance with the following fee schedule:

AREA OF INTEREST	FEE
Mall of America	\$31,205
Seventh Street	\$94,670
Fort Snelling	\$58,440
Interstate 35E	\$23,235
Potential OMF	\$34,530
Downtown St. Paul	\$54,830
Bridge No. 62066	\$10,695
TOTAL	\$307,605

Attachment A

The terms of this proposal are valid for 120 days. After 120 days, MTZ reserves the right to reexamine the scope of services and fees contained herein. We thank you for your consideration and look forward to working with you on this project.

Martinez Geospatial, Inc. is certified as a Disadvantaged Business Enterprise (DBE) by the Minnesota Unified Certification Program (MnUCP); a Minority Business Enterprise (MBE) and Small Business Enterprise (SBE) by the Central Certification (CERT) Program; and a Targeted Group (TG) small business by the Minnesota Office of State Procurement (OSP) Program.

Sincerely,

MARTINEZ GEOSPATIAL, INC.

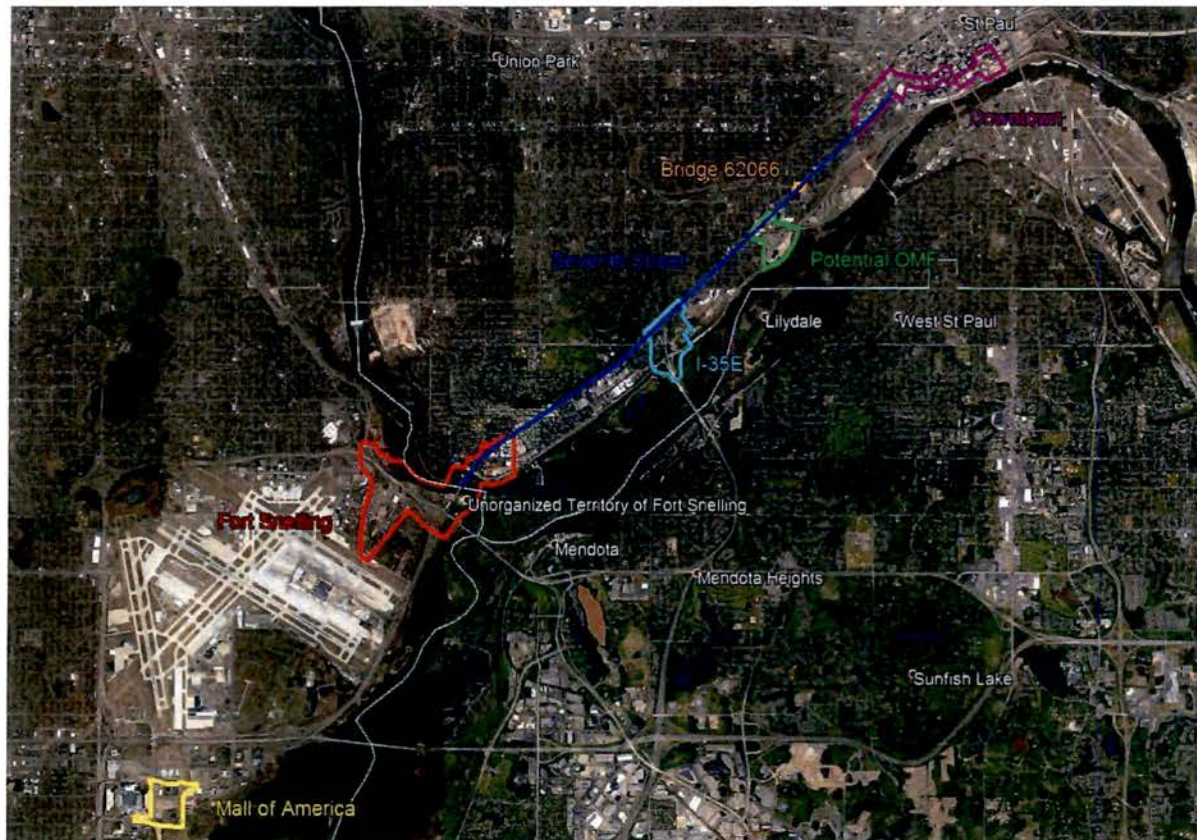
A handwritten signature in blue ink, appearing to read 'Steve Martinez', is written over the company name.

Steve Martinez, CP
President



EXHIBIT A

Project Areas of Interest
Riverview Corridor – Hennepin and Ramsey Counties, MN
8/17/18



Riverview Corridor
Project
Budget and Financing Plan
9/4/18

Budget

Feasibility Analysis - 12501 P124101	\$ 2,986,858 *
Feasibility Study	
Pre-Project Development	
Communications	
 Planning - 17801 P125104	 \$ 13,670,000
DEIS	
Station Area Planning	
Communication	
Project Management	
 Project Development	 \$ 63,000,000
 Engineering	 \$ 288,000,000
 Construction	 \$ 1,440,000,000
Total Project Budget	\$ 1,807,656,858

Financing

<u>Feasibility Analysis - 12501 P124101</u>	
2013 RCRRRA operating budget fund balance transfer (Resolution R13-19)	\$ 1,500,000
2015 RCRRRA operating budget transfers (Resolutions R2015-07 and R2015-27)	\$ 659,558
2016 RCRRRA operating budget transfers (Resolutions R16-13 and R16-65)	\$ 565,500
2017 RCRRRA operating budget transfers (Resolutions R2017-16 and R2017-16)	\$ 261,800
 <u>Planning - 17801 - P125104</u>	
RCRRRA 2016, 2017, 2018 - Budgeted Tax Levy	\$ 4,000,000
Hennepin County	\$ 3,810,000
2020-2021 estimated RCRRRA Budgeted Tax Levy	\$ 5,860,000
 <u>Project Development</u>	
2022-2023 estimated RCRRRA Budgeted Tax Levy	\$ 4,410,000
Hennepin County	\$ 18,900,000
Estimated Ramsey County Transit Sales Tax	\$ 39,690,000
 <u>Engineering</u>	
2024-2025 estimated RCRRRA Budgeted Tax Levy	\$ 20,160,000
Hennepin County	\$ 86,400,000
Estimated Ramsey County Transit Sales Tax	\$ 181,440,000
 <u>Construction</u>	
2026-2029 estimated RCRRRA Budgeted Tax Levy	\$ 39,368,700
Hennepin County	\$ 168,723,000
Estimated Ramsey County Transit Sales Tax	\$ 354,318,300
Estimated Federal funds	\$ 877,590,000
Total Project Financing	\$ 1,807,656,858

*Pre-Project Development work used as a starting point of Riverview project.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Public Works

R2018-36

Committee: Regional Railroad Authority

Meeting Date: 9/18/2018

SUBJECT: 2019 Budget - Certify Maximum Tax Levy for the Ramsey County Regional Railroad Authority

REQUESTED ACTION

Approve the proposed maximum tax levy to finance the 2019 Ramsey County Regional Railroad Authority Budget in the amount of \$24,273,554.

EXECUTIVE SUMMARY

Minnesota Statute 275.065 requires Ramsey County Regional Railroad Authority (RCRRA), as a special taxing district, to certify a proposed maximum tax levy to the Property Tax, Records and Election Services (PTRES) Department (County Auditor) by September 30, 2018.

An important provision of Minnesota Statute 275.065 is that the approved tax levy for the 2019 RCRRA budget cannot be more than the proposed maximum tax levy certified by the RCRRA.

The 2019 RCRRA budget is needed in order to continue to improve the quality of life and access to services in the region, and to remain a partner in transit activities in the region with other agencies, including the Minnesota Department of Transportation, the seven metro county Regional Railroad Authorities, Metropolitan Council and Metro Transit.

The 2019 proposed levy for the RCRRA is \$24,273,554, which is an increase of \$1,749,326 or 7.76% from the 2018 levy of \$22,524,228.

The RCRRA will approve the 2019 Supplemental Budget, addenda, and levy on December 11, 2018.

FISCAL IMPACT

The proposed maximum tax levy must be certified by September 30, 2018 to comply with Minnesota Statute 275.065.

COUNTY MANAGER COMMENTS

Ramsey County Regional Railroad Authority is required to certify the proposed maximum tax levy by September 30, 2018. More information can be found on <https://www.ramseycounty.us/your-government/budget-finance>.

PREVIOUS ACTION

On December 12, 2017, the Ramsey County Regional Railroad Authority approved the Ramsey County Regional Railroad Authority 2019 budget (Resolution R2017-32).

ATTACHMENTS

1. Draft Resolution

DRAFT RESOLUTION

WHEREAS, Minnesota Statute 275.065 requires Ramsey County Regional Railroad Authority, as a special taxing district, to certify a proposed maximum tax levy to the Property Tax, Records and Election Services Department (County Auditor) by September 30, 2018; and

WHEREAS, An important provision of Minnesota Statute 275.065 is that the approved tax levy for the 2019 Ramsey County Regional Railroad Authority Budget cannot be more than the proposed maximum tax levy certified by Ramsey County Regional Railroad Authority; and

WHEREAS, The 2019 Ramsey County Regional Railroad Authority budget is needed in order to continue to improve the quality of life and access to services in the region, and to remain a partner in transit activities in the region with other agencies, including the Minnesota Department of Transportation, the seven metro county Regional Railroad Authorities, Metropolitan Council and Metro Transit; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the proposed maximum tax levy to finance the 2019 Ramsey County Regional Railroad Authority Budget, in the amount of \$24,273,554.

The Ramsey County Regional Railroad Authority met in regular session at 9:35 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman, and Chair Ortega. Also present were Ryan O'Connor, County Manager, and Jeff Stephenson, Assistant County Attorney.

1. ROLL CALL

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

2. Agenda of October 9, 2018 is Presented for Approval

VOTING

Motion by: Mary Jo McGuire

Second by: Victoria Reinhardt

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

3. Minutes from September 18, 2018 are Presented for Approval

VOTING

Motion by: Blake Huffman

Second by: Victoria Reinhardt

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

4. Lease Amendment with The Hertz Corporation at Union Depot (Resolution R2018-25)

VOTING

Motion by: Jim McDonough

Second by: Mary Jo McGuire

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

WHEREAS, Ramsey County Regional Railroad Authority established Union Depot as the regional multi-modal transit and transportation center; and

WHEREAS, The Hertz Corporation occupies space at Union Depot for a car rental business and its operations in connection with that use; and

WHEREAS, The Hertz Corporation has a two (2) year lease, expiring October 31, 2018, that provides 434 square feet of space for the rental counter and office, as well as a license area for parking cars and for customers to pick up and drop off rental cars; and

WHEREAS, The parking spaces included in the license area are spaces that are not revenue generating public parking spaces due to their location on the property; and

WHEREAS, The Hertz Corporation wishes to continue to lease space at Union Depot for their car rental business and to increase the number of parking spaces available for their vehicles; and

WHEREAS, A five (5) year lease has been negotiated with The Hertz Corporation for the period of November 1, 2018 through October 31, 2023; and

WHEREAS, The space for the rental counter and office will remain at 434 square feet; and

WHEREAS, The license area will be expanded to include one equipment storage bay and a total of 36 parking spaces, an increase of 10 parking spaces; and

WHEREAS, None of the additional parking spaces are revenue generating public parking spaces and most of them are in the secure non-public area under the train deck; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves a five (5) year lease amendment for 434 square feet of space in Union Depot, 214 4th Street East, Saint Paul, MN 55101 with The Hertz Corporation, 8501 Williams Road, Estero, Florida 33928 for the period of November 1, 2018 through October 31, 2023, in the amount of \$76,451; Be It Further

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

5. **2018 Real Estate Management Plan for Ramsey County Regional Railroad Authority
(Resolution R2018-26)**

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 a Real Estate Management Plan that addresses the current and future use of real estate owned by Ramsey County Regional Railroad Authority, access requirements, maintenance and operations, and options for sale if any of the property is found in "excess"; and

WHEREAS, Property Management has been given the responsibility for Ramsey County Regional Railroad Authority real estate management; and

WHEREAS, The Ramsey County Regional Railroad Authority purchased additional parcels for the Union Depot and operates the Union Depot as a multi-modal transit and transportation center and event center with passenger facilities and retail tenants; and

WHEREAS, A Real Estate Management Plan has been prepared that is an update to the 2005 Real Estate Management Plan and includes the expanded portfolio and the role of Property Management in managing real estate management on behalf of Ramsey County Regional Railroad Authority; Now, Therefore Be It

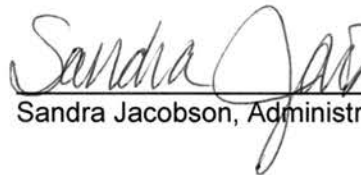
RESOLVED, The Ramsey County Regional Railroad Authority approves the 2018 Real Estate Management Plan; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to approve revisions to the Real Estate Management Plan consistent with short and long term planning for real estate and in accordance with Ramsey County Regional Railroad Authority policy and Minnesota Statutes, Chapter 398A, in a form approved by the County Attorney Office.

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

7. **Adjournment**

Chair Ortega declared the meeting adjourned at 9:50 a.m.


Sandra Jacobson, Administrative Secretary

Regional Railroad Authority Annual Organizational Meeting
October 9, 2018 – ROLL CALL

Call to Order: 9:35 AM

1. ATTENDANCE ROLL CALL

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

2. ~~4~~ Agenda of October 9, 2018 is presented for approval

Moved: McGuire Seconded: Reinhardt

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

3. Minutes from September 18, 2018 are presented for approval

Moved: Huff Seconded: Reinhardt

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

ADMINISTRATIVE ITEMS

4. Lease Amendment with The Hertz Corporation at Union Depot

Moved:

Jim

Seconded:

Mary Jo

YEA

NAY

ABSENT

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

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

5. 2018 Real Estate Management Plan for Ramsey County Regional Railroad Authority

Moved:

Jim

Seconded:

Blake

YEA

NAY

ABSENT

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

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6. Corridor Updates

7. Adjournment

Meeting adjourned at 9:50 am.

Send Comm Rittman a red line
copy of Real Estate Mgmt Plan
(2005 version)

Done
10.9.18
SG



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

Original

AGENDA

Tuesday, October 09, 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. R2018-42 Agenda of October 9, 2018 is Presented for Approval

Approve the agenda of October 9, 2018.

3. R2018-43 Minutes from September 18, 2018 are Presented for Approval

Approve the minutes from September 18, 2018.

ADMINISTRATIVE ITEMS

4. R2018-40 Lease Amendment with The Hertz Corporation at Union Depot

1. Approve a five (5) year lease amendment for 434 square feet of space in Union Depot, 214 4th Street East, Saint Paul, MN 55101 with The Hertz Corporation, 8501 Williams Road, Estero, Florida 33928 for the period of November 1, 2018 through October 31, 2023, in the amount of \$76,451.
2. Authorize the Chair to execute the lease amendment.

5. R2018-41 2018 Real Estate Management Plan for Ramsey County Regional Railroad Authority

1. Approve the 2018 Real Estate Management Plan.
2. Authorize the County Manager to approve revisions to the Real Estate Management Plan consistent with short and long term planning for real estate and in accordance with Ramsey County Regional Railroad Authority policy and Minnesota Statutes, Chapter 398A, in a form approved by the County Attorney Office.

6. Corridor Updates

7. Adjournment



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

AGENDA

Tuesday, October 09, 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. R2018-42 Agenda of October 9, 2018 is Presented for Approval

Approve the agenda of October 9, 2018.

3. R2018-43 Minutes from September 18, 2018 are Presented for Approval

Approve the minutes from September 18, 2018.

ADMINISTRATIVE ITEMS

4. R2018-40 Lease Amendment with The Hertz Corporation at Union Depot

1. Approve a five (5) year lease amendment for 434 square feet of space in Union Depot, 214 4th Street East, Saint Paul, MN 55101 with The Hertz Corporation, 8501 Williams Road, Estero, Florida 33928 for the period of November 1, 2018 through October 31, 2023, in the amount of \$76,451.
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1. Approve the 2018 Real Estate Management Plan.
2. Authorize the County Manager to approve revisions to the Real Estate Management Plan consistent with short and long term planning for real estate and in accordance with Ramsey County Regional Railroad Authority policy and Minnesota Statutes, Chapter 398A, in a form approved by the County Attorney Office.

6. Corridor Updates

7. Adjournment

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Public Works

R2018-42

Committee: Regional Railroad Authority

Meeting Date: 10/9/2018

SUBJECT: Agenda of October 9, 2018 is Presented for Approval

REQUESTED ACTION

Approve the agenda of October 9, 2018.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Public Works

R2018-43

Committee: Regional Railroad Authority

Meeting Date: 10/9/2018

SUBJECT: Minutes from September 18, 2018 are Presented for Approval

REQUESTED ACTION

Approve the minutes from September 18, 2018.

ATTACHMENTS

1. Draft Minutes

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Property Management

R2018-40

Committee: Regional Railroad Authority

Meeting Date: 10/9/2018

SUBJECT: Lease Amendment with The Hertz Corporation at Union Depot

REQUESTED ACTION

1. Approve a five (5) year lease amendment for 434 square feet of space in Union Depot, 214 4th Street East, Saint Paul, MN 55101 with The Hertz Corporation, 8501 Williams Road, Estero, Florida 33928 for the period of November 1, 2018 through October 31, 2023, in the amount of \$76,451.
2. Authorize the Chair to execute the lease amendment.

EXECUTIVE SUMMARY

Ramsey County Regional Railroad Authority established Union Depot as the regional multi modal transit and transportation center. Services available include: Amtrak passenger rail; regional bus service through Jefferson Lines, Greyhound and MegaBus; local transit service through Metro Transit for light rail and buses; car rental through The Hertz Corporation and ZipCar; bike retail, repair and trails; and vehicle parking for the public. The Hertz Corporation occupies space at Union Depot for a car rental business and its operations in connection with that use. The Hertz Corporation serves the rental car requirements of passengers at Union Depot as well as those of the surrounding community. Their car rental business at Union Depot is their second busiest location in the state; only the airport location is busier.

The Hertz Corporation has a two (2) year lease, expiring October 31, 2018, that provides 434 square feet of space for the rental counter and office, as well as a license area for parking cars and for customers to pick up and drop off rental cars. The parking spaces included in the license area are spaces that are not revenue generating public parking spaces due to their location on the property. The current rental rate is \$1,000 per month.

The Hertz Corporation wishes to continue to lease space at Union Depot for their car rental business and to increase the number of parking spaces available for their vehicles. The lease agreement does not preclude agreements with other car rental businesses and options, in addition to ZipCar, which have and will continue to be pursued.

A five (5) year lease has been negotiated with The Hertz Corporation for the period of November 1, 2018 through October 31, 2023. The space for the rental counter and office will remain at 434 square feet. The license area will be expanded to include a total of 36 parking spaces, an increase of 10 spaces. None of the additional parking spaces are revenue generating public parking spaces. Most of the parking spaces are in the secure non-public area under the train deck that is otherwise used as needed for on-site material storage. A total of eight (8) spaces will be located in the free short term parking area which continues to be underutilized.

Lease Amendment with The Hertz Corporation at Union Depot

FISCAL IMPACT

The lease agreement with The Hertz Corporation will generate rental income in the amount of \$1,200 per month effective November 1, 2018, or \$14,400 for year one. The rate will escalate 3% annually. Rental income over the term will be \$76,451.

Revenue related to this lease has been included in the Public Works 2018 and 2019 Union Depot operating budget.

COUNTY MANAGER COMMENTS

Union Depot serves the transit and transportation needs of the region. Additional information on these services and event programming is available at <https://www.uniondepot.org/>.

Ramsey County Regional Railroad Authority approval is required for all lease agreements.

PREVIOUS ACTION

On September 13, 2016, Ramsey County Regional Railroad Authority authorized the lease agreement with The Hertz Corporation (Resolution R2016-21).

ATTACHMENTS

1. Draft Resolution
2. Lease Amendment

Draft Resolution

WHEREAS, Ramsey County Regional Railroad Authority established Union Depot as the regional multi-modal transit and transportation center; and

WHEREAS, The Hertz Corporation occupies space at Union Depot for a car rental business and its operations in connection with that use; and

WHEREAS, The Hertz Corporation has a two (2) year lease, expiring October 31, 2018, that provides 434 square feet of space for the rental counter and office, as well as a license area for parking cars and for customers to pick up and drop off rental cars; and

WHEREAS, The parking spaces included in the license area are spaces that are not revenue generating public parking spaces due to their location on the property; and

WHEREAS, The Hertz Corporation wishes to continue to lease space at Union Depot for their car rental business and to increase the number of parking spaces available for their vehicles; and

WHEREAS, A five (5) year lease has been negotiated with The Hertz Corporation for the period of November 1, 2018 through October 31, 2023; and

WHEREAS, The space for the rental counter and office will remain at 434 square feet; and

WHEREAS, The license area will be expanded to include one equipment storage bay and a total of 36 parking spaces, an increase of 10 parking spaces; and

WHEREAS, None of the additional parking spaces are revenue generating public parking spaces and most of them are in the secure non-public area under the train deck;
Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves a five (5) year lease amendment for 434 square feet of space in Union Depot, 214 4th Street East, Saint Paul, MN 55101 with The Hertz Corporation, 8501 Williams Road, Estero, Florida 33928 for the period of November 1, 2018 through October 31, 2023, in the amount of \$76,451; Be It Further

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

FIRST AMENDMENT TO LEASE WITH THE HERTZ CORPORATION

THIS FIRST AMENDMENT TO LEASE ("First Amendment") is made as of the ____ day of _____, 2018, and is by and between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota ("Landlord"), and The Hertz Corporation, a Delaware corporation ("Tenant"), for their rental car business at Union Depot, 214 4th Street East, Saint Paul, MN.

RECTIALS

- A. Landlord and Tenant entered into a Lease dated as of September 13, 2016, for the Premises located at Suite 90, Union Depot (the "Lease" or "Original Lease") for Tenant to use the Premises for an office and the parking area for car rental pick-up and drop-off for Tenant's business of passenger vehicle rental.
- B. Landlord and Tenant desire and intend to amend the Lease to as set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual promises in this First Amendment and other good and valuable consideration, Landlord and Tenant agree as follows:

1. The Data Sheet of the Lease is amended as follows:

- (d) The Premises is amended by replacing the Suite number of "90" with the Suite number of "K090" and is further amended to conform to Section 1.2.
- (l) The Termination Date of September 30, 2018, as further adjusted as provided in Sections 1.3 and 2.2 of the Lease to October 31, 2018, is amended to October 31, 2023.
- (n) "Term" is amended to state: "The term of this Lease is five (5) years ("Term" or "Lease Term").

2. Section 1.2 of the Lease is stricken in its entirety, and replaced with the following:

License Area. Effective, November 1, 2018, Tenant shall have access to and the right to use eight (8) parking spaces in the taxi drop off area east of the Premises for Tenant's customers pick-up and drop-off of vehicles as shown on Exhibit C; one (1) storage bay for equipment and fourteen (14) storage bays for vehicles in the fenced storage area south of the Premises for Tenant storage of equipment and up to twenty-eight (28) vehicles accessible to Tenant's employees only as shown on Exhibit C; and one (1) vacuum parking space near the fenced storage area south of the Premises for Tenant's use in vacuuming Tenant's vehicles as shown on Exhibit C at any one time for its passenger vehicle rental business (and no other purpose) located in the Common Area as shown on Exhibit C, in accordance with the reasonable Rules and regulations of Landlord. Additional parking spaces (the "Additional Parking Spaces") may be added in the future, as mutually agreed in writing thirty (30) days in advance by Landlord and Tenant, at a rate of \$20.00 per vehicle space per month. The Additional Parking Spaces may include spaces in the locations designated above or in exterior surface parking lot locations. Rental rate for the Additional Parking Spaces shall be subject to 3% annual increases over the Term. Landlord and Tenant may mutually agree to eliminate the Additional Parking Spaces with a minimum of thirty (30) days' notice. The fences storage area is not open to the general public and may be accessed only by Landlord, its employees, agents, and contractors, including its property manager, and by other tenants of Union Depot and other permitted users as established by Landlord for storage and similar uses. Landlord will designate the bays available for use by Tenant and will provide for Tenant employees to have access using the security system Landlord establishes for controlling access to the fenced area. Landlord shall have the right to temporarily relocate all or portions of the License Area for maintenance and cleaning of

the License Area by providing five (5) days' written notice to Tenant. Landlord shall have the right to permanently relocate all or portions of the License Area due to business or operations requirements by providing thirty (30) days' written notice to Tenant provided such permanent relocation does not impair Tenant business.

3. Paragraph (h) of the Data Sheet and Section 3 of the Lease is amended by adding the new Base Rent effective November 1, 2018 in a Monthly Base Rent amount of \$1,200; initial Annual Base Rent of \$14,400 shall escalate 3% annually over the Term.

4. Exhibit B, Premises, is amended by replacing the reference to "Suite 90" with "Suite K090".

5. Exhibit C, Site Plan Showing the Parking Area for Use by Tenant, is amended by replacing the reference to "Suite 90" with "Suite K090".

6. Except as modified herein, all terms and conditions of the Lease shall remain unchanged and in full force and effect.

[Signature Pages Follow]

SIGNATURE PAGE TO FIRST AMENDMENT TO LEASE FOR THE HERTZ CORPORATION

IN WITNESS WHEREOF, this First Amendment to the Lease is duly executed effective as of _____, 2018.

LANDLORD

Ramsey County Regional Railroad Authority

Rafael E. Ortega, Chair

Date: _____

Approval recommended:

Jean R. Krueger
Director, Ramsey County Property Management

Approved as to form and insurance:

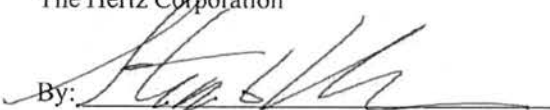
By: _____
Assistant Ramsey County Attorney
121 Seventh Place East, Suite 4500
St. Paul, MN 55101

SIGNATURE PAGE TO FIRST AMENDMENT TO LEASE FOR THE HERTZ CORPORATION

IN WITNESS WHEREOF, this First Amendment to the Lease is duly executed effective as of
Oct 1, 2018.

TENANT

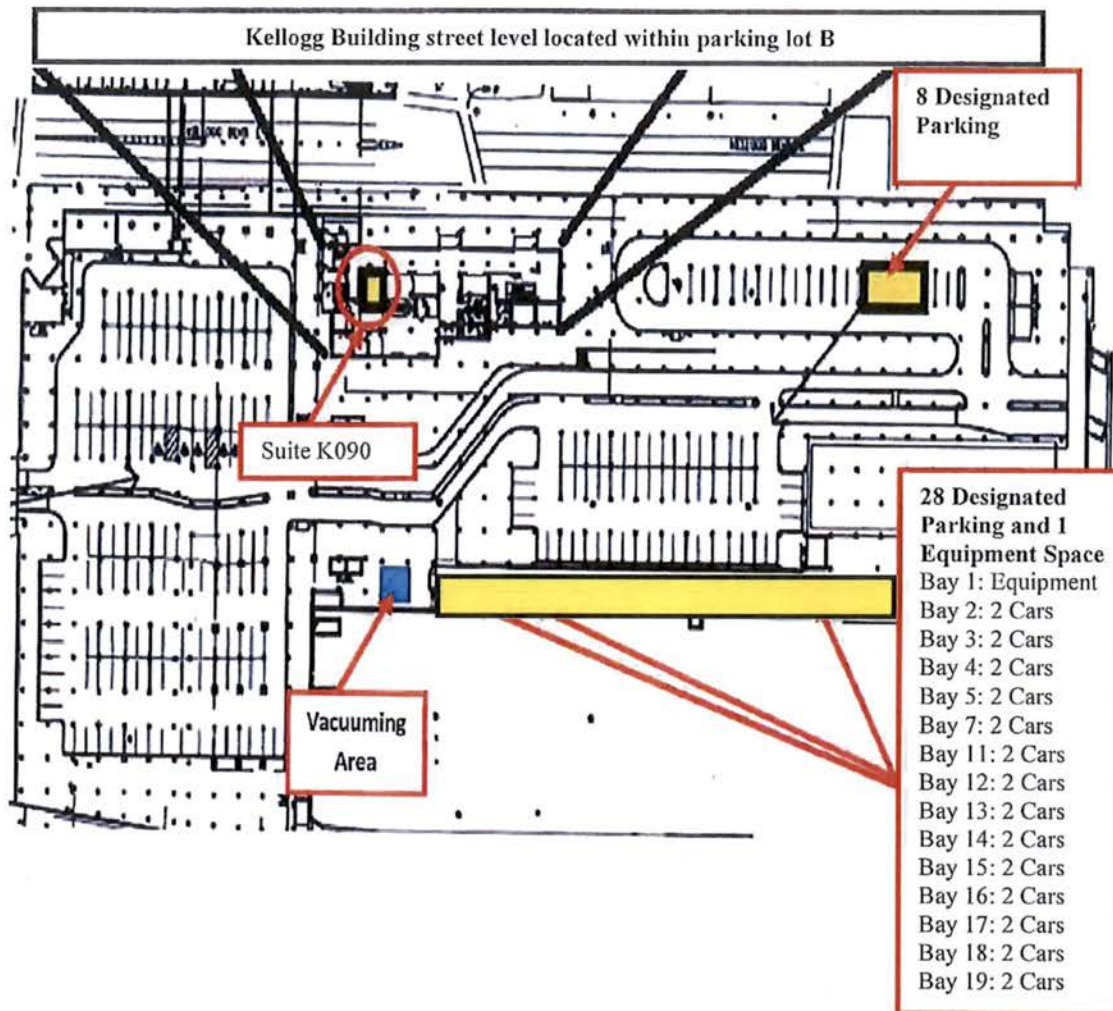
The Hertz Corporation

By: 

Title: Stephen A. Blum
Senior Vice President

Date: Real Estate & Facilities
10/1/18

Exhibit C
SITE PLAN SHOWING THE PARKING AREA FOR USE BY TENANT



**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Property Management

R2018-41

Committee: Regional Railroad Authority

Meeting Date: 10/9/2018

SUBJECT: 2018 Real Estate Management Plan for Ramsey County Regional Railroad Authority

REQUESTED ACTION

1. Approve the 2018 Real Estate Management Plan.
2. Authorize the County Manager to approve revisions to the Real Estate Management Plan consistent with short and long term planning for real estate and in accordance with Ramsey County Regional Railroad Authority policy and Minnesota Statutes, Chapter 398A, in a form approved by the County Attorney Office.

EXECUTIVE SUMMARY

Ramsey County Regional Railroad Authority (RCRRA) has a Real Estate Management Plan (Plan) that addresses the current and future use of real estate owned by RCRRA, access requirements, maintenance and operations, and options for sale if any of the property is found in "excess".

Several changes have occurred that necessitate an update to the plan. First, Property Management has been given the responsibility for RCRRA real estate management. Second, the RCRRA property portfolio has expanded in the past years with additional parcels purchased for Union Depot, including several with existing buildings. The Real Estate Management Plan needs to reflect this organizational change and the use of the Union Depot property as a multi-modal transit and transportation center and event center with passenger facilities and retail tenants.

An updated Real Estate Management Plan has been prepared. The Plan continues to detail the decision-making process for evaluation of property use and management issues, now including the expanded portfolio. The updated Plan establishes the administrative authority for real estate management by Property Management, acting on behalf of RCRRA, and in accordance with the Plan.

FISCAL IMPACT

No new or additional County funding is requested as part of updating the Real Estate Management Plan. Revenue and operating costs for RCRRA real estate has been included in the Public Works 2018 and 2019 Union Depot operating budget.

COUNTY MANAGER COMMENTS

Ramsey County Regional Railroad Authority approval is required for the 2018 Real Estate Management Plan and the delegation authorities incorporated within it.

Approval of the Plan furthers the County's Service Team alignment and enables administrative simplification.

PREVIOUS ACTION

On November 8, 2005, Ramsey County Regional Railroad Authority adopted the 2005 Real Estate Management Plan (approved by Commissioners Bennett, Carter, McDonough, Parker, Reinhardt, Rettman and Chair Ortega as referenced in the November 8, 2005 meeting Minutes).

On April 26, 1994, Ramsey County Regional Railroad Authority adopted a Management Plan for the Northeast Corridor right-of-way (Resolution R94-13).

ATTACHMENTS

1. Draft Resolution
2. Draft 2018 Real Estate Management Plan

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority has a Real Estate Management Plan that addresses the current and future use of real estate owned by Ramsey County Regional Railroad Authority, access requirements, maintenance and operations, and options for sale if any of the property is found in "excess"; and

WHEREAS, Property Management has been given the responsibility for Ramsey County Regional Railroad Authority real estate management; and

WHEREAS, The Ramsey County Regional Railroad Authority purchased additional parcels for the Union Depot and operates the Union Depot as a multi-modal transit and transportation center and event center with passenger facilities and retail tenants; and

WHEREAS, A Real Estate Management Plan has been prepared that is an update to the 2005 Real Estate Management Plan and includes the expanded portfolio and the role of Property Management in managing real estate management on behalf of Ramsey County Regional Railroad Authority; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the 2018 Real Estate Management Plan; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to approve revisions to the Real Estate Management Plan consistent with short and long term planning for real estate and in accordance with Ramsey County Regional Railroad Authority policy and Minnesota Statutes, Chapter 398A, in a form approved by the County Attorney Office.

Ramsey County Regional Railroad Authority

Real Estate Management Plan



Draft October 9, 2018

Ramsey County Regional Railroad Authority
C/O Ramsey County Property Management
121 E. 7th Place East, Suite 2200
Saint Paul, MN 55101
651-266-2262

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Executive Summary

In 1994, the Ramsey County Regional Railroad Authority (RCRRA) adopted a Management Plan for the acquired property forming the Northeast Corridor, extending from Kellogg Boulevard in downtown St. Paul to Beam Avenue in Maplewood. In 2005, the Real Estate Management Plan was updated to address purchases outside that corridor and to address the broader future needs. The management of RCRRA real estate, including the fully developed Union Depot as a multi modal transit and transportation center and event center, by Ramsey County Property Management on behalf of RCRRA calls for another update of the Plan. This Real Estate Management Plan addresses the current and future use of real estate owned by the RCRRA, access requirements, maintenance and operations, and options for sale if any of the property is found in "excess".

This plan begins with a brief description of the properties held in the Northeast corridor, near and at the Union Depot in downtown St. Paul, and elsewhere in the County. Although the majority of the RCRRA's real estate is held in 100-foot wide corridor-type tracts, it also includes land and buildings at Union Depot.

The issues facing the management of properties are detailed. Although interim uses for the properties, before their ultimate use in transit plans, tend to dominate corridor management discussions, other important issues are addressed. These include: uses, including generation of revenue; daily operations and maintenance; access to properties and, where needed, limiting access; sale of "excess" property; and public information practices.

This Plan details the action steps authorized to address the previously discussed management issues. These include:

1. Specifics on permits/licenses, leases, easements, and management agreements granted during interim use of the property;
2. Steps on when and how to limit access to properties;
3. Processes for identifying and selling "excess" property;
4. Details of funding maintenance and operations; and
5. Discussion of signage in the context of the broader public information effort.

By adopting this Plan the RCRRA establishes the administrative authority and the framework for current and future property management for its real estate. RCRRA authorizes the County Manager to approve future revisions to the Real Estate Management Plan consistent with short and long term planning for real estate and in accordance with RCRRA policy and Minnesota Statutes, Chapter 398A.

Introduction

This Plan builds on the 1994 Northeast Corridor Management Plan, as updated in 2005, while broadening it to encompass Ramsey County Regional Railroad Authority (RCRRA) properties acquired in subsequent years. It has been updated to reflect scope outside of the original Northeast Corridor Plan and Union Depot parcels and becomes the management plan for present and future properties.

Although transportation development may not occur on RCRRA properties in the near term, land acquisition continues to occur for preservation and future consideration. Properties purchased include the standard 100-foot wide corridor type as well as land and buildings known as Union Depot. These properties provide varied management challenges as well as opportunities for revenue productions as they await their ultimate transportation use. This Plan updates the issues and lists the actions associated with managing the RCRRA's holdings. Specifically, these include property: Use; Access; Sales; Maintenance and Operations; and Public Information processes.

The Plan will be used by RCRRA, as administered by Ramsey County Property Management, to manage the daily operations of its real estate, and evaluate uses of the property. This work will be done while maintaining the core of the five goals set in the 1994 Corridor Plan as updated by the 2005 Real Estate Management Plan:

1. To preserve land for potential future rail and bus rapid transit use and concurrent recreational trail use.
2. To address encroachment on properties both authorized and unauthorized.
3. To maintain the properties in a manner that minimizes cost, where appropriate, while making them an asset to the communities in which they lie.
4. To establish a cooperative working relationship with neighboring owners and users of our properties.
5. Maximize revenues of land being used for interim uses.

Property Description

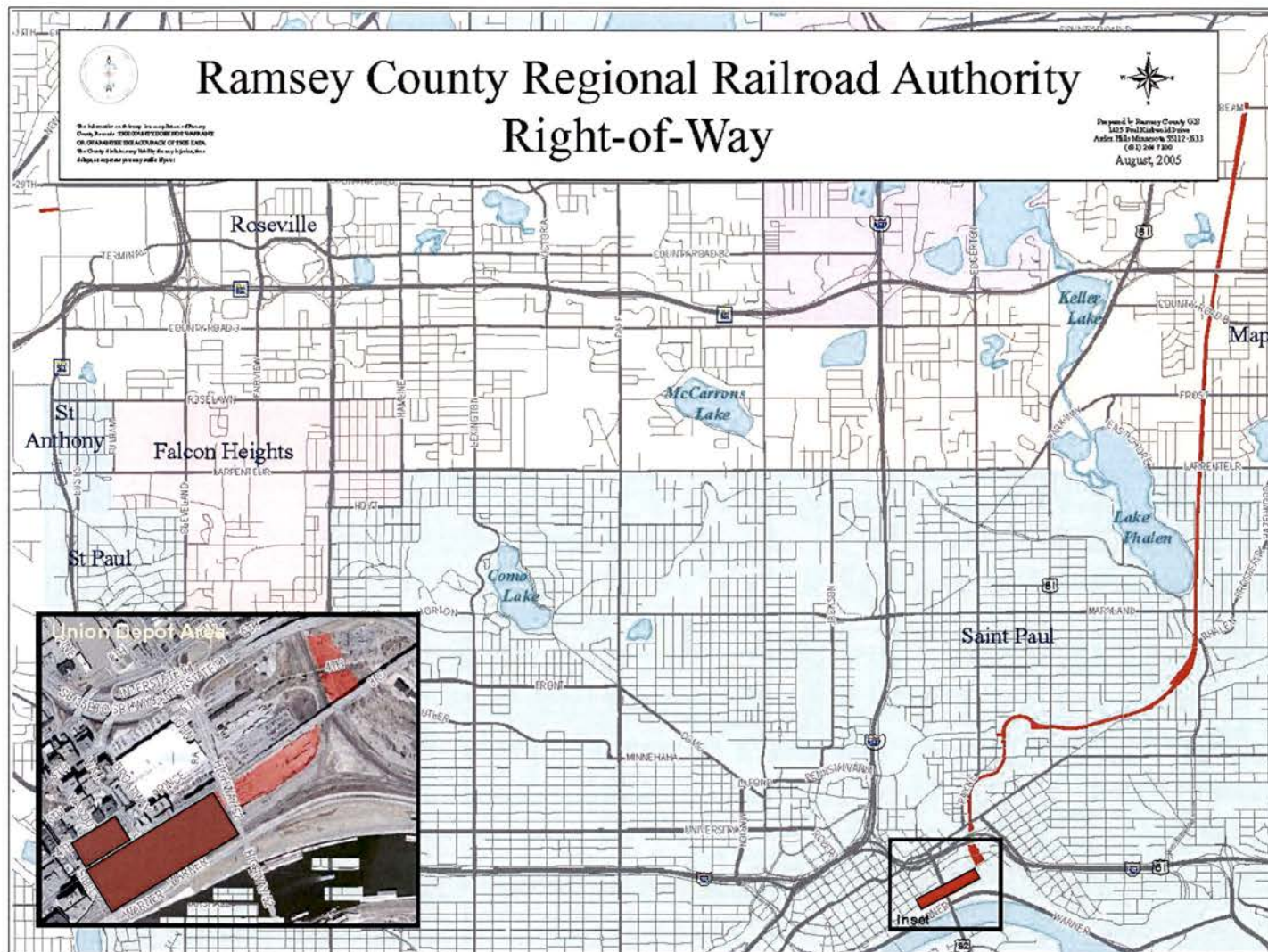
The RCRRA owns approximately 120 acres of property in Ramsey County (Map 1, page 6). The majority of this, 90 acres, is along the Northeast Corridor. Others are located along the Roseville Corridor and at Union Depot in downtown St. Paul.

The Northeast Corridor (Map 2, page 7) stretches from Kellogg Boulevard in downtown St. Paul to Beam Avenue in Maplewood. This comprises 90.51 acres in a 6.5-mile contiguous strip. This property is generally 100 feet wide, although it widens and narrows at various points. From Johnson Parkway to Arcade Street, the RCRRA granted St. Paul an easement to construct Phalen Boulevard on the southern and eastern portion of the right-of-way. The RCRRA maintained a 39-foot section on the northern and western portion for future transit use. Some two-dozen public roadways cross above, below, or at grade with the Corridor. Numerous leases, licenses, permits and easements encumber the property for utility lines, buildings, fences, private drives and public crossing, retaining walls, and storage and parking areas. RCRRA has also granted easements to St. Paul Parks and Recreation and to Ramsey County Parks and Recreation for an interim use recreational trail, the Bruce Vento Regional Trail, along the right-of-way.

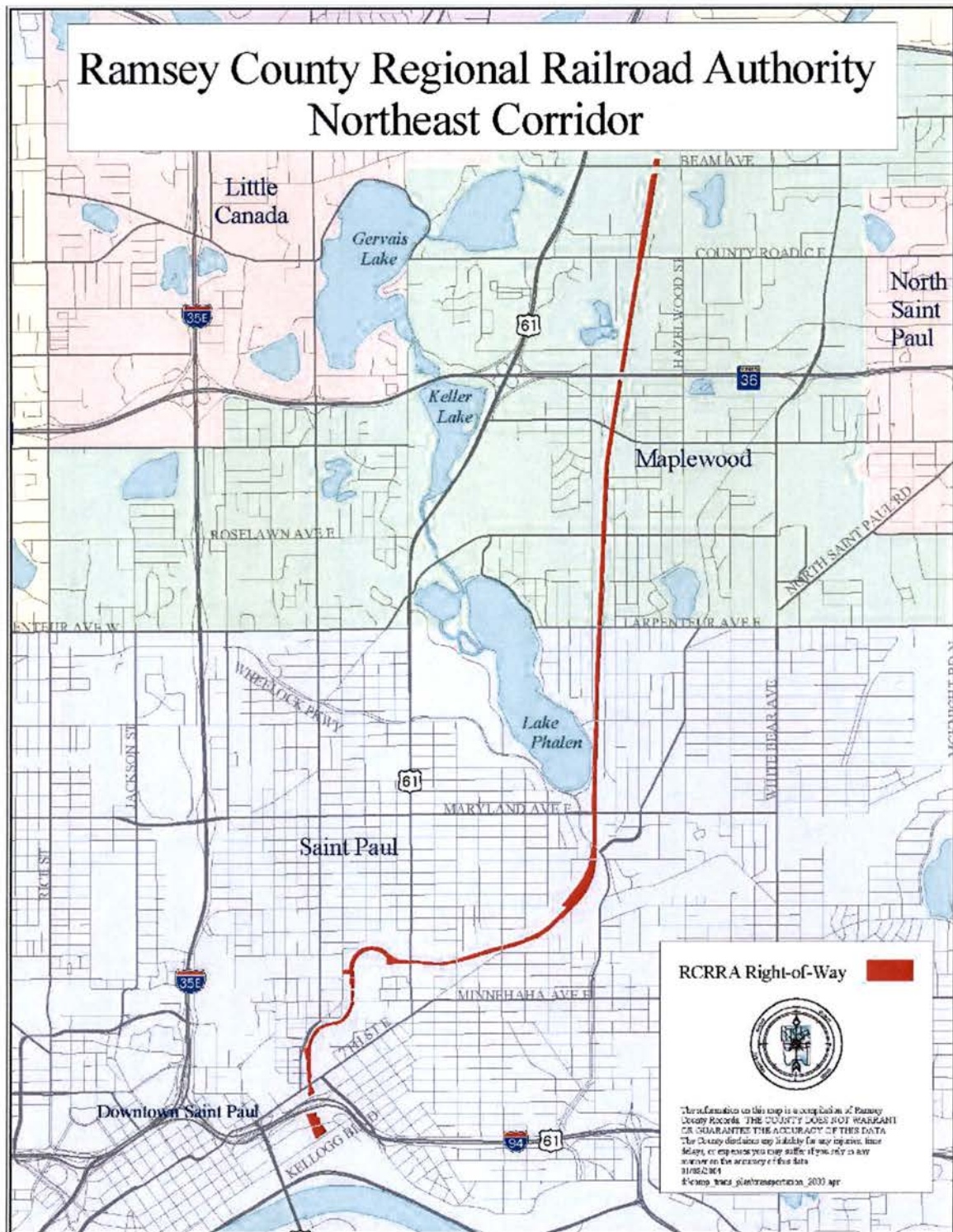
The Roseville holding (Map 3, page 8) (also referred to as the "Northeast Diagonal") totals one purchase of 1.7 acres at what is the end of a much longer corridor held by Hennepin County Regional Railroad Authority. The Roseville right-of-way extends from the Hennepin/Ramsey County border east to Walnut Street. It is just south of County Road C. The RCRRA granted a permit to Roseville for an interim use recreational trail along the right-of-way.

The Union Depot parcels (Map 4, page 9) are bordered by Kellogg Boulevard on the north and the rail lines on the south. They reach from the rail lines on the east to Jackson Street on the west. Union Depot also includes the parcels bordered by 4th Street on the north, Kellogg Boulevard on the south, Wacouta Street on the east and Sibley Street on the west. This area totals approximately 30 acres and is currently used as a multi modal multi-use transit and transportation center, event center, and public parking facility. Revenue producing leases support these parcels. Easements exist for access by the City of St. Paul to storage areas under the Lafayette Bridge on Kellogg Blvd. and for sanitary and storm water management near Broadway Boulevard, for overhead power transmission lines, and for underground utilities.

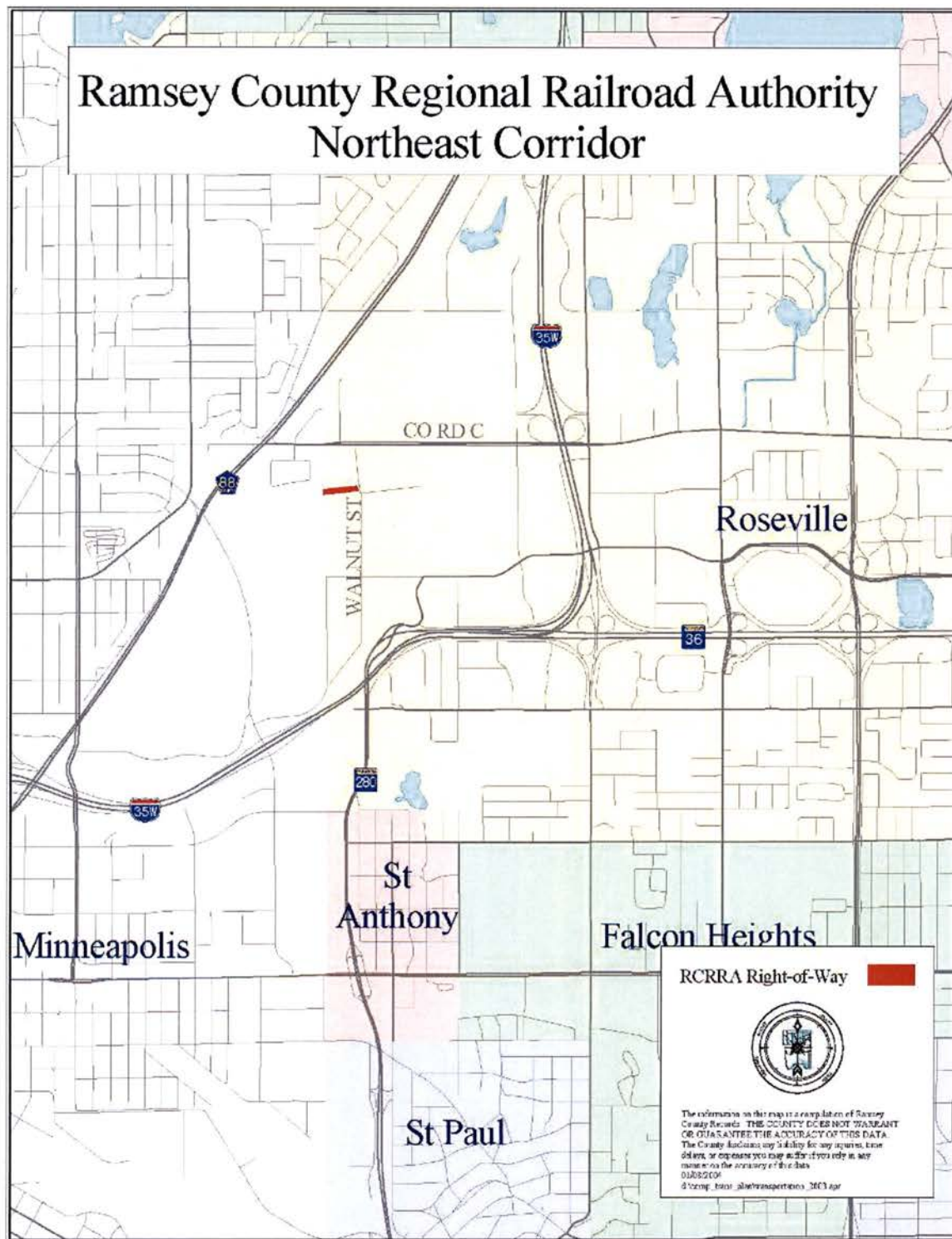
Map 1: Ramsey County Regional Railroad Authority Property



Map 2: Northeast Corridor



Map 3: Roseville Property



Map 4: Union Depot Parcels

The information on this map is a compilation of Ramsey County Records. THE COUNTY DOES NOT WARRANT OR GUARANTEE THE ACCURACY OF THIS DATA. The County disclaims any liability for any injuries, time delays, or expenses you may suffer if you rely on any information on the accuracy of this data.
Prepared by Ramsey County GIS
Map Date: August 18, 2005

Ramsey County Regional Rail Authority Union Depot Area Acquired Property



Property Management

By adoption of the 2018 Real Estate Management Plan, RCRRA authorizes Ramsey County through its Ramsey County Property Management Department (Property Management) to manage and administer the real estate properties on behalf of RCRRA related to day to day land management, maintenance and operations, and non-transit related capital improvements. All of the properties, in whole or in part, are to be used for rail or bus rapid transit or other transportation uses. Where practical, the land may also be co-developed to support recreational trail uses, as long as such use does not preclude full development of future rail needs. A trail has already been constructed on much of the Northeast Corridor. Physical maintenance and security for the property containing this trail is handled directly by Ramsey County, outside the Saint Paul city limits, and by the City of St. Paul within the city limits. Rules and regulations governing public use of the trails are established and enforced by the City and County. In the future, RCRRA would become responsible for physical maintenance and security only if a rail transit system is built on these properties, and only then for that portion of the corridor required for the rail transit way. The Union Depot parcels include buildings used for transit and transportation services and passenger facilities and land used for public parking facilities.

Day-to-day management of the properties generally can be described under the following five categories:

1. **Uses of Real Estate**

RCRRA purchased the properties with a number of pre-existing use agreements, permits, licenses, and easements for a variety of municipal, utility, and private uses. Some of these uses continue and may be renewed until terminated based on future corridor construction. RCRRA continues to receive requests for usage of portions of the corridor property and future land use requests should be anticipated. Union Depot is subject to many authorized uses under leases, licenses, easements, and other use agreements that are desirable now and for the future.

2. **Access**

Although the properties are publically owned, access must be controlled as needed to protect and preserve the parcels for public safety and for liability concerns. On occasion, RCRRA properties are affected by the illegal dumping of various materials, including yard wastes, tires, earth and fill, appliances, furniture, railroad ties, snow and various other types of trash and refuse. Such activities present the potential for liability and possible environmental contamination, and are of immediate concern. Public access to most property has not been restricted or prohibited. However, future temporary uses may require limiting access to lessees or right-of-way holders. Union Depot is open to transit and transportation passengers twenty-four hours each day. Public use is governed by a posted Code of Conduct.

3. **Sale**

Several right-of-way boundaries either widen to a point where some property could be considered "excess," or are large enough so that future transportation uses may not consume the entire parcel. One of these areas is located south of Frost Avenue. Another area lies adjacent to the City of St Paul's Case and Duluth recreation area. Still others are located south of I-94, east of the railroad tracks. Requests to purchase portions of the right-of-way have been received by RCRRA and future inquiries should also be anticipated. State of Minnesota Rail Bank funds were used to acquire much of the corridor property. Consideration of a sale of any portion will require diligent review to address possible pay back obligations.

4. **Maintenance and Operations**

Ramsey County Property Management has the overall administration and management responsibility for the real estate of RCRRA. Most of the maintenance and operations duties for the Northeast Corridor is completed by Ramsey County Public Works, Ramsey County Parks and Recreation, and Saint Paul Parks. Together they control vegetation, mow, remove trash, and remove diseased trees. The City of Roseville provides these services on the Roseville Corridor property. The Union Depot property is operated and maintained through a third party service provider. Operating funds are provided through the RCRRA tax levy and revenue generated from agreements.

5. **Public Information**

RCRRA has been committed to a strong community information and involvement program. Ramsey County Communications has responsibility for public information and community awareness working with staff from Public Works and Property Management. Beyond mass media and programming coordination, property information must also be periodically updated. Over 200 signs along the Northeast Corridor, at Union Depot, and at other sites are managed by Property Management. These signs need to be reinstalled when damaged and replaced when contact or other information changes.

Uses of Real Estate

Guidelines, rather than inflexible rules, have been used by the RCRRA to manage the Northeast Corridor and other real property. These guidelines are restated below and are intended to provide the Property Management Director discretion in determining the best and practical uses of the properties when not used for transportation purposes. Any of these items may come before the RCRRA Board for approval. The guidelines are consistent with RCRRA's authority in accordance with Minnesota Statutes 398A.

Requests for use of real estate must be made in writing to RCRRA through Property Management, and will be addressed using the following guidelines:

1. Uses of RCRRA real estate must be documented with a written agreement.
2. Requests for real estate use will be evaluated by Property Management staff on a situational basis, as follows:
 - a. Any use which permanently or adversely affects the present or future use of the property will not be permitted, with exceptions granted only by the RCRRA Board.
 - b. Any use which may be illegal, which may cause environmental damage, or which may create a security or liability concern for RCRRA or the surrounding community will not be permitted.
3. Licenses and permits for temporary uses or uses that will not negatively impact the present or future use of the property may be issued at the discretion of the Property Management Director, and will not require RCRRA Board approval.

The Property Management Director may choose, at any time, to bring any use request to the RCRRA Board for action.
4. Leases, easements, and management agreements require the approval of RCRRA Board. Any such agreements should provide for a fair market rent with provisions for the future escalation, a one-time payment based upon the diminished value of the land, or a present value analysis of the income stream projected for the term of the agreement.

Examples of and the specific details for the execution of licenses, permits, leases, easements, and management agreements are detailed on the following table and sections of the plan.

Table: Types of and Examples of Uses

AGREEMENT	DEFINITION	EXAMPLE
Permit/License	An agreement in which one party gives consent to another party for a specified use.	Underground fiber optic crossing; Underground pipe; Construction staging; Signs; Parking; Fence.
Lease	A contract by which one conveys real estate, equipment, or facilities for a specified term and for a specified rent.	Office or retail use of building space.
Easement	An interest in land owned by another that entitles its holder to a specific limited use or enjoyment.	Street; Sewer.
Management Agreement	A contract between a property owner and a company who will manage the property, which establishes the company's obligations, compensation, scope of authority, methods of paying project expenses, etc.	Management agreement for property management or parking lot management.

Use of Real Estate: Permits and Licenses

1. Limited term permits and licenses will be issued at the discretion of the Property Management Director, and may be subject to the RCRRA Board approval.
2. Permits and licenses will typically be granted for the purposes listed below:
 - a. Uses that could be terminated by the RCRRA at its discretion, or non-permanent uses. These non-permanent uses may produce income without diminishing the property's ability to be used for future transportation uses. Examples include staging for construction projects, fence(s), event agreements, advertising agreements, etc.
 - b. Installation of long-term improvements for the benefit of the general public, such as landscaping and planting, kiosks, connector trails, trail head facilities, signs, and water fountains.
 - c. Installation of utility facilities, such as underground cable or fiber optic crossings, underground sewer and water pipes, and drainage devices.
3. Permits and licenses have typically been granted according to the general terms and conditions listed below. Licenses are the preferred agreement for future uses and will typically be granted according to the same general terms and conditions:
 - a. All permits and licenses must be documented by a written agreement whose general form is reviewed from time-to-time by the Ramsey County Attorney's Office.
 - b. All permitted and licensed uses shall be nonexclusive and shall not unduly restrict or limit the public's use of RCRRA property.
 - c. All permits and licenses are assignable only with the consent of Property Management.
 - d. All permits and licenses shall include a relocation provision which requires the permitted user to relocate, modify or protect permitted improvement at permittee's expense and at the sole discretion of Property Management.
 - e. All permits and licenses shall include a termination provision allowing RCRRA to revoke the agreement, for any reason, at the Property Management Director's sole discretion, and at no cost to RCRRA. At termination, the premises must be vacated and restored to its former state at the sole cost and responsibility of the user. This provision will be upon a 30-day written notification, subject to negotiation.
 - f. The permittee or licensee must provide evidence of liability insurance at levels recommended by Ramsey County Risk Management, with RCRRA and Ramsey County named as an additional insureds on the policy.
 - g. Additional conditions may be imposed to protect the health, safety, or welfare of the public or to protect any public or private property interests, as determined by Property Management staff.

4. Qualified Property Management staff will review and approve construction plans prior to approval of permit and licenses to be sure that planned facilities do not interfere with future transportation needs.
5. Payment for corridor permits and licenses
 - a. All permit and license requests must be accompanied by a \$200 administrative processing fee, which may be waived for governmental entities and nonprofits.
 - b. Permits and licenses for private benefit, such as for underground utility cable crossings for distribution lines or pipes, will be subject to a negotiated fair market rate.
 - c. Permits and licenses granted for non-commercial residential uses for encroachments, including fences, retaining walls, driveways, and similar uses will pay an annual fee of \$100.00, which may be adjusted by Property Management.
 - d. Permits and licenses granted to public agencies and municipalities for public benefit, such as minor utility facilities and crossings, and landscape and planting work, may have rent waived by the Property Management Director.
 - e. Any change in permit and license rates are subject to Property Management approval.
6. Payment for Union Depot permits and licenses
 - a. Permits and licenses will be granted per the rate schedule established and periodically revised based on competitive rates for similar uses.
 - b. Permits and licenses granted to public agencies, municipalities, and nonprofits for public benefit may have discounted rates as established by the Property Management Director.

Use of Real Estate: Leases

1. Leases are subject to the approval of the RCRRA Board.
2. Leases will typically be granted for exclusive temporary or interim use of corridor property such as for driveway, material storage, building encroachment, and fences and for use of Union Depot property by tenants for office and retail purposes. Leases will not be granted that diminish the property's ability to be used for future transportation uses.
3. Leases will typically be granted according to the general terms and conditions listed below:
 - a. All leases must be documented by a written agreement whose general form is reviewed from time-to-time by the Ramsey County Attorney's Office.
 - b. The lease is assignable only with the consent of RCRRA.
 - c. All corridor property leases shall include a relocation provision which requires lessee to relocate, modify or protect leased improvement(s) at the sole expense of the lessee, and at the sole discretion of Property Management.
 - d. All corridor property leases shall include a termination provision allowing Property Management to revoke the lease at any time, for any reason, at the RCRRA's sole discretion, and at no cost to RCRRA. At termination, the premises must be vacated and restored to its former state at the sole cost and responsibility of the user. This provision will usually be upon a 30-day written notification, subject to negotiation.
 - e. The lessee must provide evidence of liability insurance at levels recommended by Ramsey County Risk Management, with RCRRA and Ramsey County named as an additional insureds on the policy.
 - f. Additional conditions may be imposed to protect the health, safety, or welfare of the public or to protect any public or private property interests, as determined by Property Management staff.
 - g. Leases for corridor property will typically have five-year terms. Leases for Union Depot property will have terms based on market conditions.
 - h. Lessees will be required to pay any property taxes, assessments, or taxes levied in lieu of property taxes.
4. Qualified Property Management staff will review and approve construction plans or lease proposals to be sure the planned facilities do not interfere with future transportation needs.
5. Payment for corridor properties
 - a. All lease requests must be accompanied by a \$200 administrative processing fee, which may be waived for other governmental entities or nonprofit organizations.
 - b. Leases with public agencies, schools, municipalities, states, and counties other than Ramsey County will be granted at fair market rates.
 - c. Leases with Ramsey County will typically be granted at no cost.

- d. Lease rates with nonprofits shall be determined at the discretion of Property Management.
 - e. Leases with individuals and with for profits will be granted at fair market rates.
 - f. Property Management will negotiate a fair market rate with the lessee.
 - g. Any change in lease rates is subject to RCRRA Board approval.
6. Payment for Union Depot properties will be at fair market rates as negotiated by Property Management and the lessee.

Use of Real Estate: Easements

1. Easements are subject to the approval of the RCRRA Board.
2. Easements will typically be granted only under extreme circumstances. Examples of easements granted by RCRRA are for streets and for sewers.
3. If granted, easements will be subject to the below listed general terms and conditions:
 - a. All easements must be documented by a written agreement whose general form is reviewed from time-to-time by the Ramsey County Attorney's Office.
 - b. All easements shall include a relocation provision which requires easement holder to relocate, modify, or protect improvement at the easement holder's expense and at the sole discretion of Property Management.
 - c. The easement holder must provide evidence of liability insurance at levels recommended by Ramsey County Risk Management, with RCRRA and Ramsey County named as an additional insured on the policy.
 - d. Additional conditions may be imposed to protect health, safety, or welfare of the public or to protect any public or private property interests, as determined by Property Management staff.
4. Qualified Property Management staff will review and approve construction plans or easement proposals to be sure the planned facilities do not interfere with future transportation needs.
5. Payments
 - a. All easement requests must be accompanied by a \$200 administrative processing fee, which may be waived for governmental entities or nonprofit organizations.
 - b. Easements with public agencies, schools, municipalities, states, and counties other than Ramsey County will be granted at fair market rates.
 - c. Easements with Ramsey County will typically be granted at no cost.
 - d. Easement rates with nonprofits shall be determined at the discretion of Property Management's Director.
 - e. Easements with individuals and for profits will be granted at fair market rates.
 - f. The rights granted by way of easement agreements are considered to be a sale or a diminishment of property rights, not temporary income producing uses, and pursuant to Minnesota Statue 272.68, RCRRA is not required to remit 30% of the income derived from easements over tax-exempt properties.
 - g. Any change in easement rates are subject to RCRRA Board approval.

Use of Real Estate: Management Agreements

1. Management agreements are subject to the approval of the RCRRA Board.
2. Management agreements will typically be granted to allow a third party (the "manager"), to manage revenue producing RCRRA property.
3. Management agreements will typically be granted according to the following terms and conditions:
 - a. All management agreements must be documented by a written agreement whose general form is reviewed from time-to-time by the Ramsey County Attorney's Office.
 - b. The management agreement is assignable only with the consent of RCRRA.
 - c. All management agreements shall include a termination provision allowing RCRRA to revoke the agreement at any time, for any reason, at Property Management's sole discretion, and at no cost to RCRRA. At termination, the premises must be vacated and restored to its former state at the sole cost and responsibility of the user. The notification period will be negotiated.
 - d. Liability insurance at levels recommended by Ramsey County Risk Management must be in place for the property.
 - e. Additional conditions may be imposed to protect the health, safety, or welfare of the public or to protect any public or private property interests, as determined by Property Management staff.
 - f. The manager has no authority to use the property for their own purposes not specified in the management agreement.
 - g. The manager is responsible for designated services and supplies such as property management, parking facility management, leasing, and event management.
 - h. The RCRRA is responsible for major maintenance and replacements of capital assets.

Payment

- i. The financial terms are to be negotiated.

Access

Access restrictions to corridors may include, but will not be limited to fencing, tree planting, or earthen beams. The type of restriction to be installed will be dependent upon purpose, location, and cost. It is not anticipated that fencing will be installed in residential neighborhoods, although that right will be reserved by RCRRA under the conditions noted below.

Property Management staff will control access to the corridor under the following circumstances:

1. To prevent trespass onto adjoining property or unauthorized encroachment.
Access restriction will be used as a last resort to resolve such problems, and will be installed only when other reasonable means of resolution are not successful.
2. To remedy a security or liability risk.
Access restriction will be installed in such cases where it is determined that such restriction will serve to protect users of the property and/or the property itself. Property Management staff will confer with the appropriate Ramsey County staff, including Risk Management, Environmental Health, and the County Attorney, in making this decision.
3. To prevent repeated incidents of dumping and the cost of cleanup.
This will be a cost decision made by Property Management staff.

Cost responsibility for the installation and maintenance of any access restriction will be negotiated with adjoining property owners and users of the corridor.

Sale

Requests for sale of property will be addressed using the following guidelines:

1. Property considered for sale will first be reviewed by Property Management and Public Works staff and/or their consultants to determine if it should be considered surplus.
2. If property is deemed surplus, the proposed sale will be brought to the RCRRA Board for their review. The RCRRA Board will be asked to give Property Management staff approval to negotiate a sale of the property and to officially declare the property surplus.
3. If the value of the property is determined by Property Management staff to be more than \$500,000, the property will be appraised by one or more qualified appraisers.
4. A direct sale may be negotiated under the following circumstances:
 - a. The property is subject to rights of refusal, and the holder of a refusal right wishes to acquire the property.
 - b. The property is needed for the economic well being of an adjoining property owner or a lessee who currently occupies the property.
 - c. The property is desired by the State of Minnesota, a local government unit, or a non-profit organization with a mission complementary to that of RCRRA.
5. If a direct sale is not negotiated, the property will be offered for sale through a public process. Notice of this offering will be published in a manner to bring the sale to the attention of the greatest number of potential purchasers. If no acceptable bid is received, Property Management staff may pursue a negotiated sale with any party who may be interested in purchasing, whether the sale be direct or through listings with a real estate broker.
6. Under any of the above scenarios, if a sale agreement is reached, the terms of sale will be brought to the RCRRA Board for approval. Unless circumstances warrant, a sale will be generally acceptable at a price not less than the appraised value of the property.
7. Once RCRRA Board approval has been granted, the sale of the property may be closed.

Sale of lands purchased with state rail bank funds will require approval of the Minnesota Department of Transportation (MnDOT), and allocation of the proceeds between MnDOT and RCRRA. Sale of lands purchased or improved with Federal Transit Authority (FTA) funds will require approval of FTA, and allocation of the proceeds between FTA and RCRRA.

Maintenance and Operations

Revenue for RCRRA real estate includes rental income and fees from permits, licenses, easements, and leases and the proceeds from sales of surplus land.

On-going costs associated with the ownership of RCRRA properties include:

1. Clean Up/Maintenance. In property co-developed with trails, others bear the cost of general maintenance. At the Union Depot site, costs to operate, maintain, and secure the site are borne by RCRRA.
2. Insurance. RCRRA has purchased insurance to cover claims against it arising from its ownership of the real estate, including land and buildings (e.g. Union Depot).
3. Signage. Initially, RCRRA installed markers along the Northeast Corridor. These may need to be updated periodically if information changes. Signs need to be posted at newly acquired properties.
4. Legal fees. Legal services are needed and fees are incurred relating to real estate transactions, agreements and property management activity.

Annual expenses are partially funded by revenues generated from various uses of the properties and by the RCRRA Board approved tax levy revenue. The operating budget is approved and administered through Ramsey County.

Information Program

RCRRA intends to communicate present and future plans to those persons and property owners who will be affected by them. This includes contacting each of the neighboring property owners along the right-of-way by mail and, where needed, in person.

In addition to these mass media programs, property line markers have been placed along the boundary of the right-of-way or properties. The markers are durable and visible monuments, which will assist in the enforcement of property boundaries, thus providing a method of resolving encroachment disputes. The markers will also serve an informational purpose, providing information as to ownership, use, and future plans for the property. Entrance signs have been placed at trail access points, which can be easily seen by the users of the recreational trails or commercial uses.

If RCRRA has granted use of its right-of-way for interim-use recreational trail, it is the responsibility of the trail owner to pay for and install signs stating the right-of-way is owned by RCRRA for future transit and provide a telephone number for additional information.

The Ramsey County Regional Railroad Authority met in regular session at 9:45 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman, and Chair Ortega. Also present were Ryan O'Connor, County Manager, and Amy Schmidt, Assistant County Attorney.

1. ROLL CALL

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

2. Agenda of December 11, 2018 is Presented for Approval

VOTING

Motion by: Jim McDonough

Second by: Mary Jo McGuire

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

3. Minutes from October 9, 2018 are Presented for Approval

VOTING

Motion by: Victoria Reinhardt

Second by: Mary Jo McGuire

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

4. **Riverview Corridor Project Professional and Technical Supportive Services from Minnesota Department of Transportation (Resolution R2018-27)**

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

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

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

WHEREAS, During 2018 and 2019, the Riverview Corridor Project will require professional and technical supportive services from the Minnesota Department of Transportation associated with its Draft Environmental Impact Statement Phase; and

WHEREAS, This work order will cover the completion of technical assistance related preliminary cultural resource work prior to the initiation of the federal Section 106 work as part of the Draft Environmental Impact Statement; and

WHEREAS, The work will include consultation with the State Historic Preservation Office, direction on the area of potential effect, developmental technical reports including a Phase 1A archaeological assessment and historical context report; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the purchase of up to \$254,686 in professional and technical supportive services for the Riverview Corridor Project from the Minnesota Department of Transportation through Master Partnership Contract 1029758; and Be It Further

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

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

5. **Agreement with AECOM for On-Call Engineering Services at Union Depot (Resolution R2018-28)**

VOTING

Motion by: Toni Carter

Second by: Janice Rettman

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

WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance Union Depot Multi-Modal Transit and Transportation Hub (Union Depot) 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 through the development of the Green Line, Gold Line, Rush Line, and Riverview Corridor transitways as well as additional bus and passenger rail service; 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, and the addition of new transportation opportunities; and

WHEREAS, The Ramsey County Regional Railroad Authority needs to consistently and thoughtfully evaluate the multiple existing and proposed uses for the 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; and

WHEREAS, Through Resolution #R2018-17, The Ramsey County Regional Railroad Authority authorized the release of the On-Call Engineering Services Request for Proposals on August 7, 2018; and

WHEREAS, The Proposal Review Committee evaluated and recommended the proposal submitted by AECOM Technical Services, Inc., 800 La Salle Avenue, Suite 500, Minneapolis, MN 55402, as the most qualified proposal to the requested services; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of AECOM Technical Services, Inc., 800 La Salle Avenue, Suite 500, Minneapolis, MN 55402, for completion of On-Call Engineering Services at Union Depot; for the period of January 1, 2019 through December 31, 2021, with two one-year renewal options, in an amount not-to-exceed \$500,000; and Be It Further

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

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

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

6. Approval of the 2019 Ramsey County Regional Railroad Authority Supplemental Budget and the 2019 Tax Levy (Resolution R2018-29)

VOTING

Motion by: Victoria Reinhardt

Second by: Jim McDonough

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

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

8. Adjournment

Chair Ortega declared the meeting adjourned at 9:55 a.m.

Sandra Jacobson, Administrative Secretary

Regional Railroad Authority Annual Organizational Meeting
December 11, 2018 – ROLL CALL

Call to Order: 9:45 AM

1. ATTENDANCE ROLL CALL

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

2. Agenda of December 11, 2018 is presented for approval

Moved: JM Seconded: MM

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

3. Minutes from October 9, 2018 are presented for approval

Moved: VR Seconded: MM

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

ADMINISTRATIVE ITEMS

4. Riverview Corridor Project Professional and Technical Supportive Services from MnDOT

Moved:

JM

Seconded:

BH

YEA

NAY

ABSENT

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

☒	☐	☐
☒	☐	☐
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5. Agreement with AECOM for On-Call Engineering Services at Union Depot

Moved:

TC

Seconded:

JR

YEA

NAY

ABSENT

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

☒	☐	☐
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POLICY ITEM

6. Approval of the 2019 RCRRA Supplemental Budget and the 2019 Tax Levy

Moved:

JR

Seconded:

JM

YEA

NAY

ABSENT

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

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7. Corridor Updates

8. Adjournment

Meeting adjourned at 9:55 am.



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

AGENDA

Tuesday, December 11, 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. R2018-48 Agenda of December 11, 2018 is Presented for Approval

Approve the agenda of December 11, 2018.

3. R2018-49 Minutes from October 9, 2018 are Presented for Approval

Approve the minutes from October 9, 2018.

ADMINISTRATIVE ITEMS

4. R2018-44 Riverview Corridor Project Professional and Technical Supportive Services from Minnesota Department of Transportation

1. Approve the purchase of up to \$254,686 in professional and technical supportive services for the Riverview Corridor Project from the Minnesota Department of Transportation through Master Partnership Contract 1029758.
2. Authorize the County Manager to issue solicitations in accordance with the County's procurement policies and procedures, enter into agreements and contracts, and execute change orders and amendments to agreements and contracts provided the amounts are within the limits of the project funding.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

5. R2018-45 Agreement with AECOM for On-Call Engineering Services at Union Depot

1. Approve the selection of AECOM Technical Services, Inc., 800 La Salle Avenue, Suite 500, Minneapolis, MN 55402, for completion of On-Call Engineering Services at Union Depot, for the period of January 1, 2019 through December 31, 2021, with two one-year renewal options, in an amount not-to-exceed \$500,000.
2. Authorize the Chair to execute the agreement.
3. Authorize the County Manager to approve and execute amendments to renew the term of the agreement in accordance with the provisions of the agreement and with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.
4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

POLICY ITEM

6. R2018-50 Approval of the 2019 Ramsey County Regional Railroad Authority Supplemental Budget and the 2019 Tax Levy

1. Approve the 2019 budget of \$23,797,602.
2. Approve the 2019 tax levy of \$24,273,554.

7. Corridor Updates

8. Adjournment

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Public Works

R2018-48

Committee: Regional Railroad Authority

Meeting Date: 12/11/2018

SUBJECT: Agenda of December 11, 2018 is Presented for Approval

REQUESTED ACTION

Approve the agenda of December 11, 2018.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Public Works

R2018-49

Committee: Regional Railroad Authority

Meeting Date: 12/11/2018

SUBJECT: Minutes from October 9, 2018 are Presented for Approval

REQUESTED ACTION

Approve the minutes from October 9, 2018.

ATTACHMENTS

1. Draft Minutes

The Ramsey County Regional Railroad Authority met in regular session at 9:35 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman, and Chair Ortega. Also present were Ryan O'Connor, County Manager, and Jeff Stephenson, Assistant County Attorney.

1. ROLL CALL

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

2. Agenda of October 9, 2018 is Presented for Approval**VOTING**

Motion by: Mary Jo McGuire

Second by: Victoria Reinhardt

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

3. Minutes from September 18, 2018 are Presented for Approval**VOTING**

Motion by: Blake Huffman

Second by: Victoria Reinhardt

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

4. Lease Amendment with The Hertz Corporation at Union Depot (Resolution R2018-25)

VOTING

Motion by: Jim McDonough

Second by: Mary Jo McGuire

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

WHEREAS, Ramsey County Regional Railroad Authority established Union Depot as the regional multi-modal transit and transportation center; and

WHEREAS, The Hertz Corporation occupies space at Union Depot for a car rental business and its operations in connection with that use; and

WHEREAS, The Hertz Corporation has a two (2) year lease, expiring October 31, 2018, that provides 434 square feet of space for the rental counter and office, as well as a license area for parking cars and for customers to pick up and drop off rental cars; and

WHEREAS, The parking spaces included in the license area are spaces that are not revenue generating public parking spaces due to their location on the property; and

WHEREAS, The Hertz Corporation wishes to continue to lease space at Union Depot for their car rental business and to increase the number of parking spaces available for their vehicles; and

WHEREAS, A five (5) year lease has been negotiated with The Hertz Corporation for the period of November 1, 2018 through October 31, 2023; and

WHEREAS, The space for the rental counter and office will remain at 434 square feet; and

WHEREAS, The license area will be expanded to include one equipment storage bay and a total of 36 parking spaces, an increase of 10 parking spaces; and

WHEREAS, None of the additional parking spaces are revenue generating public parking spaces and most of them are in the secure non-public area under the train deck; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves a five (5) year lease amendment for 434 square feet of space in Union Depot, 214 4th Street East, Saint Paul, MN 55101 with The Hertz Corporation, 8501 Williams Road, Estero, Florida 33928 for the period of November 1, 2018 through October 31, 2023, in the amount of \$76,451; Be It Further

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

5. **2018 Real Estate Management Plan for Ramsey County Regional Railroad Authority
(Resolution R2018-26)**

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 a Real Estate Management Plan that addresses the current and future use of real estate owned by Ramsey County Regional Railroad Authority, access requirements, maintenance and operations, and options for sale if any of the property is found in "excess"; and

WHEREAS, Property Management has been given the responsibility for Ramsey County Regional Railroad Authority real estate management; and

WHEREAS, The Ramsey County Regional Railroad Authority purchased additional parcels for the Union Depot and operates the Union Depot as a multi-modal transit and transportation center and event center with passenger facilities and retail tenants; and

WHEREAS, A Real Estate Management Plan has been prepared that is an update to the 2005 Real Estate Management Plan and includes the expanded portfolio and the role of Property Management in managing real estate management on behalf of Ramsey County Regional Railroad Authority; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the 2018 Real Estate Management Plan; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to approve revisions to the Real Estate Management Plan consistent with short and long term planning for real estate and in accordance with Ramsey County Regional Railroad Authority policy and Minnesota Statutes, Chapter 398A, in a form approved by the County Attorney Office.

Sandra Jacobson, Administrative Secretary

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Public Works

R2018-44

Committee: Regional Railroad Authority

Meeting Date: 12/11/2018

SUBJECT: Riverview Corridor Project Professional and Technical Supportive Services from Minnesota Department of Transportation

REQUESTED ACTION

1. Approve the purchase of up to \$254,686 in professional and technical supportive services for the Riverview Corridor Project from the Minnesota Department of Transportation through Master Partnership Contract 1029758.
2. Authorize the County Manager to issue solicitations in accordance with the County's procurement policies and procedures, enter into agreements and contracts, and execute change orders and amendments to agreements and contracts provided the amounts are within the limits of the project funding.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

EXECUTIVE SUMMARY

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

As passenger rail and regional transitway projects advance further into their respective environmental and engineering phases, specialized professional and technical supportive services are needed from MnDOT that are beyond what would typically be provided as in-kind contributions during earlier phases. The approval of the Master Partnership Contract 1029758 with the State of Minnesota on January 23, 2018 provides a framework for RCRRA to purchase these services.

During 2018 and 2019, the Riverview Corridor Project will require professional and technical supportive services from MnDOT associated with its Draft Environmental Impact Statement Phase. This work order will cover the completion of technical assistance related preliminary cultural resource work prior to the initiation of the federal Section 106 work as part of the Draft Environmental Impact Statement. Work will include:

- Consultation with the State Historic Preservation Office.
- Direction on the Area of Potential Effect.
- Developmental technical reports including a Phase 1A archaeological assessment and historical context report.

The Riverview Corridor Capital Project budget is attached.

FISCAL IMPACT

Sufficient funds exist in the Riverview Corridor Capital Project Budget to finance the Riverview Corridor Project Professional and Technical Supportive Services.

Riverview Corridor Project Professional and Technical Supportive Services from Minnesota Department

COUNTY MANAGER COMMENTS

Ramsey County Regional Railroad Authority approval is required to enter into contracts or agreements over \$100,000. Click on the link below for more information.

<https://www.ramseycounty.us/search/site/riverview%20corridor>

PREVIOUS ACTION

On January 23, 2018, the Ramsey County Regional Railroad Authority approved the Master Partnership Contract 1029758 with the State of Minnesota (Resolution R2018-9).

ATTACHMENTS

1. Draft Resolution
2. Work Order 1 Contract - MnDOT
3. Exhibit A
4. Exhibit B
5. Exhibit C
6. Riverview Corridor Project Budget and Financing Plan

Draft Resolution

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

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

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

WHEREAS, During 2018 and 2019, the Riverview Corridor Project will require professional and technical supportive services from the Minnesota Department of Transportation associated with its Draft Environmental Impact Statement Phase; and

WHEREAS, This work order will cover the completion of technical assistance related preliminary cultural resource work prior to the initiation of the federal Section 106 work as part of the Draft Environmental Impact Statement; and

WHEREAS, The work will include consultation with the State Historic Preservation Office, direction on the area of potential effect, developmental technical reports including a Phase 1A archaeological assessment and historical context report; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the purchase of up to \$254,686 in professional and technical supportive services for the Riverview Corridor Project from the Minnesota Department of Transportation through Master Partnership Contract 1029758; and Be It Further

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

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

**STATE OF MINNESOTA
WORK ORDER UNDER
MASTER PARTNERSHIP CONTRACT**

Trunk Highway (TH) Number: Partially on TH 5

Project Description: Riverview. Cultural Resources Unit will provide: Consultation with State Historic Preservation Office (SHPO), provide Area of Potential Effect (APE) direction to RCRRA's consultants and review and comment on surveys and reports.

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 1029758 between the state of Minnesota acting through its Commissioner of Transportation ("State") and Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota ("Local Government") and is subject to all applicable provisions and covenants of that Contract which are incorporated herein by reference.

Work Order Contract

1. Term of Work Order Contract; Incorporation of Exhibits:

- 1.1. Effective date: This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. MnDOT will not commence work under this Contract until ALL required signatures have been obtained and the Local Government has been notified in writing to begin such work by the State's Authorized Representative.
- 1.2. Expiration date: This Work Order Contract will expire on December 31, 2019 or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. Exhibits: Exhibits A through C are attached and incorporated into this Work Order Contract. Exhibit A is the overall project budget, including MnDOT and its consultant's hours. Exhibit B is the consultant scope of work, and Exhibit C is the consultant budget.

2. Nature of Work:

- 2.1. X the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.
 - ☐ Contract Administration
 - ☐ Emergency Services
 - ☒ Professional/Technical Services
 - ☐ Roadway Maintenance

3. Scope of Work:

- 3.1. The State will perform services under this Work Order summarized generally as follows: The State, via the MnDOT Cultural Resources Unit (CRU), will perform services under this Work Order summarized generally as follows:
 - 3.1.1. Provide technical guidance and assistance to Ramsey County Regional Railroad Authority up to the time of beginning the federal Section 106 review for the proposed Riverview Corridor.
 - i. MnDOT CRU and/or their consultant will attend meetings (in person and on the phone);
 - ii. conduct preliminary consultation, including with tribal groups, and local and state historical groups;
 - iii. conduct research within a study area including previously surveyed properties in the State Historic Preservation Office (SHPO) and City of St. Paul databases;
 - iv. perform a preliminary ("windshield") survey of standing structures near the proposed Riverview corridor;
 - v. conduct a Phase IA archaeological assessment of the proposed Riverview corridor (see attached Exhibit B: consultant scope of work and Exhibit C consultant budget from Two Pines Resource Group, LLC); and
 - vi. Prepare a historic context with anticipated property types for the proposed Riverview Corridor.

- 3.1.2. These items will be used and expanded upon once the project moves into the federal historic review process, anticipated to begin in calendar year 2019.

4. Items provided or completed by the Local Government.

- 4.1. The following will be provided or completed by the Local Government /Agency: Provide all relevant project related materials requested by MnDOT CRU. Such materials include, but are not limited to, project maps and plans, survey reports, environmental documentation, and public comments.

5. Consideration of Payment:

- 5.1. The Local Government will pay for all services performed by the State on an actual cost basis as listed in Exhibit A and as follows:

- 5.1.1. The following items will be reimbursable at their actual cost to the State:

- i. Materials and supplies reasonably needed to perform the work; the current materials handling overhead rate will be added to materials and supplies issued out of inventory; and
- ii. Equipment needed to perform the work, at its rental rate as established by the State; and
- iii. Actual and reasonable costs of consultants and contractors engaged to perform the work; and
- iv. Actual salary costs incurred by the State, at the normal rate of pay plus reasonable and customary labor additives.

- 5.1.2. The State must, upon request of the Local Government, provide documentation showing a breakdown of costs claimed.

The Local Government's obligation for all compensation and reimbursements to the State is \$254,686.00.

6. Terms of Payment:

- 6.1. The Local Government will be invoiced on a monthly basis as work is completed.
- 6.2. The State's Project Manager will provide documentation showing the actual cost incurred on a monthly basis.
- 6.3. If the actual cost of the services exceeds the estimate an amendment to the work order contract will be executed.
- 6.4. Per Section 7.4 of the Master Partnership Contract;
 - 6.4.1. The Local Government will pay the State as specified in this work order, and will make prompt payment in accordance with Minnesota law.
 - 6.4.2. Payment by the Local Government.
 - i. The Local Government will make payment to the order of the Commissioner of Transportation.
 - ii. **IMPORTANT NOTE:** Payment must reference the MnDOT Contract and Work Order Number shown on the face page of this contract and the MnDOT Invoice Number shown on the invoice.
 - iii. Remit payment to the address below:

MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1029758W03and Invoice Number TBD.
(See note above)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

7. Local Government's Project Manager:

7.1. The Local Government's Project Manager for this Work Order is:

Name: Michael Rogers, or his successor
Title: Transit Project Manager
Local Government: Ramsey County
Street Address: Union Depot, Suite 200, 214 4th Street East
City, State Zip: St. Paul, MN 55101
Phone: 651-266-2773
Email Address: Michael.Rogers@CO.RAMSEY.MN.US

The Local Government's Project Manager for this Work Order is responsible for overseeing the Local Government's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

8. State's Project Manager:

8.1. The State's Project Manager, for this Work Order is:

Name: Kristen Zschomler, or her successor
Title: Unit Supervisor, Cultural Resources
State Agency: MnDOT
Street Address: 395 John Ireland Blvd
City, State Zip: St. Paul, MN 55155
Phone: 651-366-3633
Email Address: kristen.zschomler@state.mn.us

The State's Project Manager is responsible for overseeing the State's fulfillment of its obligations under this Work Order, reviewing, providing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

9. Termination.

- 9.1. Termination by the State or Local Government. The Local Government, the State or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days' written notice to the other Party. Upon termination, the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 9.2. Termination for Insufficient Funding. The State may immediately terminate this Work Order if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Work Order is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

10. Additional Provisions

10.1. NONE

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Local Government

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances.

By

Title:

Date:

By:

Title:

Date:

COMMISSIONER OF TRANSPORTATION

By:

Title: Assistant Commissioner or Assistant Division Director

Date

COMMISSIONER OF ADMINISTRATION

By:

Date:

Exhibit B

January 2019 through December 2021

Job Class Name	Task	Hours
CRU Supervisor	Task 1	140
	Task 2	
	Task 3	
	Task 4	
	Task 5	80
	Task 6	
	Task 7	20
Sutotal		240

Job Class Name	Task	Hours
SPA Coordinator (Peterson)	Task 1	40
	Task 2	200
	Task 3	480
	Task 4	
	Task 5	
	Task 6	40
	Task 7	80
Sutotal		840

Job Class Name	Task	Hours
SPA Coordinator (Howard)	Task 1	200
	Task 2	120
	Task 3	160
	Task 4	
	Task 5	
	Task 6	40
	Task 7	80
Sutotal		600

Job Class Name	Task	Hours
SPA Principal Historian	Task 1	
	Task 2	200
	Task 3	
	Task 4	
	Task 5	
	Task 6	80
	Task 7	80
Sutotal		360

Job Class Name	Task	Hours
SPA Coordinator Archaeologist	Task 1	40
	Task 2	
	Task 3	
	Task 4	100
	Task 5	80
	Task 6	40
	Task 7	40
Sutotal		300

Job Class Name	Task	Hours
SPA Principal Archaeologist	Task 1	
	Task 2	
	Task 3	
	Task 4	40
	Task 5	40
	Task 6	
	Task 7	80
Sutotal		160

From 35E/bluff line/St. Paul Avenue to the river; Shepard
Context Study Area Road interchange to Union Depot

WO Task Assumptions

Project Management
 Historic Context Research and Fieldwork
 Historic Context Writing
 Phase IA Archaeology
 Consultation Tribal
 Consultation SHPO, HPC, public engagement, others
 Report/Mapping

WO Task Assumptions

Project Management
 Historic Context Research and Fieldwork
 Historic Context Writing (overall context)
 Phase IA Archaeology
 Consultation Tribal
 Consultation SHPO, HPC, public engagement, others
 Report/Mapping Coordinating with the archaeologist

WO Task Assumptions

Project Management
 Historic Context Research and Fieldwork
 Historic Context Writing (property type)
 Phase IA Archaeology
 Consultation Tribal
 Consultation SHPO, HPC, public engagement, others
 Report/Mapping

WO Task Assumptions

Project Management
 Historic Context Research and Fieldwork
 Historic Context Writing
 Phase IA Archaeology
 Consultation Tribal
 Consultation SHPO, HPC, public engagement, others
 Report/Mapping

WO Task Assumptions

Project Management
 Historic Context Research and Fieldwork
 Historic Context Writing and Report
 Phase IA Archaeology
 Consultation Tribal
 Consultation SHPO, HPC, public engagement, others
 Report/Mapping

WO Task Assumptions

Project Management
 Historic Context Research and Fieldwork
 Historic Context Writing and Report
 Phase IA Archaeology
 Consultation Tribal
 Consultation SHPO, HPC, public engagement, others
 Report/Mapping

Cost of Salaries

Employee - Job Class	Per Hour	*1 Hourly Rate	*2 Fringe Rate	*3 Labor Additive Percent	*4 Billing Overhead Percent	Total Rate \$	Hours	Total Cost of Salaries
CRU Supervisor	1.0	\$50.00	\$10.33	25.01%	21.22%	\$91.42	240	\$21,941.36
SPA Coordinator Historian 1	1.0	\$45.00	\$10.33	25.01%	21.22%	\$83.85	840	\$70,430.21
SPA Coordinator Historian 2	1.0	\$42.00	\$10.33	25.01%	21.22%	\$79.30	600	\$47,579.63
SPA Principal Historians	1.0	\$28.00	\$10.33	25.01%	21.22%	\$58.08	360	\$20,910.30
SPA Coordinator Archaeologist	1.0	\$45.00	\$10.33	25.01%	21.22%	\$83.85	300	\$25,153.65
SPA Principal Archaeologist	1.0	\$31.00	\$10.33	25.01%	21.22%	\$62.63	160	\$10,020.85
Total Cost of Salaries								\$196,036.00
Phase IA Archaeological/Data QA-QC Consultant								\$58,650.00
Total Work Order								\$254,686.00

Rates/Additives are established each year by the Office of Financial Management. Find the current rates by going to the Managerial Accounting page of the Financial Management Office. Cut and paste the URL below:
<http://hub.dot.state.mn.us/financialmanagement/financial-ops/managerialaccounting.html>

*1 Hourly Rate = the hourly rate of the employee.
 *2 Fringe Rate = the cost of group insurance, social security and retirement. Each employee's rate differs. \$10.07 used as average. Price evaluated each fiscal year.
 *3 Labor Additive Percent is applied to cover benefits that are not directly distributed to labor hours such as sick leave, vacation, holiday pay and worker and unemployment compensation. Percent evaluated each fiscal year.
 *4 Billing Overhead Percent is applied to cover support expenses (e.g., finance and legal) and direct expenses (e.g., mileage, parking, copies, and materials). Percent evaluated each fiscal year.



Exhibit B – Scope of Work
Two Pines Resource Group, LLC
17711 260th Street, Shafer, MN 55074

MnDOT Contract No. 1029758W03

www.twopinesresource.com

Phone: 651-257-4766

September 20, 2018

Kristen Zschomler
MN Dept. of Transportation
Office of Environmental Stewardship, Cultural Resources Unit
395 John Ireland Blvd., Mail Stop 620
St. Paul, MN 55155-1899

*Re: Archaeological Literature Search (Phase IA) and Context Support, Architectural
Property Retrieval and File management, Including GIS Support, for the Riverview
Corridor, Ramsey County, Minnesota*

Dear Kristen:

Two Pines Resource Group, LLC (Two Pines) is pleased to submit a proposal for the above-referenced project. It is our understanding you are requesting assistance with preparing a Phase IA archaeological literature search, and assistance with the archaeological section of the cultural resource context being prepared for the project by MnDOT staff. This work will also include pulling the historic property files for the study area, and performing a review for accuracy as well as digitizing the properties to assist the CRU in preparation of project documents. At this time no archaeological testing is being requested. The preliminary study areas for both archaeology and architectural history are indicated on the map you provided our office on September 20, 2018. The archaeological study area is understood to be limited to the Road ROW and adjoining sidewalks of the corridor. The Architectural study area is currently limited to the properties along the corridor on as the lower terrace, and excluding the Highland neighborhood above. We understand these study areas may be adjusted as project needs evolve. Substantial additions to the current areas may require a budget amendment.

Staff

Dr. Michelle Terrell will serve as the Principal Investigator. Dr. Terrell meets the U.S. Secretary of the Interior's Professional Qualification Standards for historical archaeology, precontact archaeology, and history. She holds an annual archaeology license with the Minnesota Office of the State Archaeologist (OSA).

Staff Archaeologist Mr. Joseph Pnewski, M.A., will serve as cultural resource and GIS specialist.

Tasks

Task I Literature Review, Context Support and preparation of a Phase IA Report of Archaeological Potential

We will develop a document synthesizing the available information regarding the archaeological history and potential within and near the project area. The information from this research pertinent to the immediate project area will be summarized and additional resources consulted, as needed, to outline the nature and location of specific areas of archeological potential as they can be identified. Resources consulted will include historic maps, aerial photographs, LiDAR imagery, historical accounts, and other records, as they may be or are pertinent.

Information gathered from this research will be supplied in a concise written format to the CRU to facilitate incorporation of archaeological history into the overarching cultural context for the study area.

A well illustrated Phase IA report of Archaeological Potential will be created, identifying any areas of concern, and describing in detail the results of the study, including recommendations for further work, if needed.

Task II Pulling and review of Architectural History Recorded Property forms, and Shape File Generation.

In addition to pulling the archaeological files at SHPO, Two Pines will also pull and create copies of the relevant architectural property forms, review them for location accuracy, and create shape files to be supplied to the CRU for the study. The shapefiles will include the standard MnDOT GIS attributes. This scope includes handling up to 850 property files.

Meetings

This budget includes attendance at meetings as needed. Time is also included to allow for consulting with MnDOT staff as questions arise regarding project needs.

Schedule

This project can commence upon notice to proceed. The deliverable schedule will be developed as projects needs are defined with initial focus on completing the work related to the architectural history properties. The project will commence immediately upon contract approval and the project is expected to be completed within six months of contract award.

Budget

The budget for this project is **\$58,650.00**

If you have any questions, or comments, regarding this scope of work and budget, please feel free to contact me.

Sincerely,

TWO PINES RESOURCE GROUP, LLC

A handwritten signature in cursive script, reading "Michelle M. Terrell". The signature is written in dark ink and is positioned above the printed name.

Michelle M. Terrell, Ph.D., RPA
Principal Investigator

TWO PINES RESOURCE GROUP**Riverview Corridor**

20-Sep-18

Task I Context, Phase IA Archaeological Literature Search

	Rate	Hours	Total
Principal Investigator	\$ 95.00	160	15,200.00
Archaeologist II	\$ 90.00	80	7,200.00
Archaeologist I	\$ 60.00	160	9,600.00
Tech	\$ 50.00	40	2,000.00
Total		440	\$ 34,000.00

Task II Architectural Property File Management and GIS

	Rate	Hours	Total
Principal Investigator	\$ 95.00	40	3,800.00
Archaeologist II	\$ 90.00	40	3,600.00
Archaeologist I	\$ 60.00	250	15,000.00
Tech I (Tech B)	\$ 50.00	40	2,000.00
Total		370	\$ 24,400.00
Labor Total			\$ 58,400.00

Reimbursable expenses

Mileage	\$ 0.56	0	\$ -
Vehicle/day	\$ 50.00	0	\$ -
Gas	\$ 2.50	0	\$ -
Per Diems/person day	\$ 36.00	0	\$ -
Hotel/person day	\$ 125.00	0	\$ -
Backhoe and site prep	\$ -		\$ -
Misc. expenses	\$ -	1	\$ 250.00 reproductions, parking, etc.
Expense Total			250.00

TOTAL	\$ 58,650.00
--------------	---------------------

Riverview Corridor
Project
Budget and Financing Plan
9/4/18

Budget

Feasibility Analysis - 12501 P124101	\$ 2,986,858 *
Feasibility Study	
Pre-Project Development	
Communications	
Planning - 17801 P125104	\$ 13,670,000
DEIS	
Station Area Planning	
Communication	
Project Management	
Project Development	\$ 63,000,000
Engineering	\$ 288,000,000
Construction	\$ 1,715,000,000
Total Project Budget	<u>\$ 2,082,656,858</u>

Financing

Feasibility Analysis - 12501 P124101

2013 RCRRA operating budget fund balance transfer (Resolution R13-19)	\$ 1,500,000
2015 RCRRA operating budget transfers (Resolutions R2015-07 and R2015-27)	\$ 659,558
2016 RCRRA operating budget transfers (Resolutions R16-13 and R16-65)	\$ 565,500
2017 RCRRA operating budget transfers (Resolutions R2017-16 and R2017-16)	\$ 261,800

Planning - 17801 - P125104

RCRRA 2016, 2017, 2018 - Budgeted Tax Levy	\$ 4,000,000
Hennepin County	\$ 3,810,000
2020-2021 estimated RCRRA Budgeted Tax Levy	\$ 5,860,000

Project Development

2022-2023 estimated RCRRA Budgeted Tax Levy	\$ 4,410,000
Hennepin County	\$ 18,900,000
Estimated Ramsey County Transit Sales Tax	\$ 39,690,000

Engineering

2025-2027 estimated RCRRA Budgeted Tax Levy	\$ 20,160,000
Hennepin County	\$ 86,400,000
Estimated Ramsey County Transit Sales Tax	\$ 181,440,000

Construction

2028-2031 estimated RCRRA Budgeted Tax Levy	\$ 120,050,000
Hennepin County	\$ 210,798,000
Estimated Ramsey County Transit Sales Tax	\$ 371,812,000
Estimated Federal funds	<u>\$ 1,012,340,000</u>

Total Project Financing \$ 2,082,656,858

*Pre-Project Development work used as a starting point of Riverview project.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Public Works

R2018-45

Committee: Regional Railroad Authority

Meeting Date: 12/11/2018

SUBJECT: Agreement with AECOM for On-Call Engineering Services at Union Depot**REQUESTED ACTION**

1. Approve the selection of AECOM Technical Services, Inc., 800 La Salle Avenue, Suite 500, Minneapolis, MN 55402, for completion of On-Call Engineering Services at Union Depot, for the period of January 1, 2019 through December 31, 2021, with two one-year renewal options, in an amount not-to-exceed \$500,000.
2. Authorize the Chair to execute the agreement.
3. Authorize the County Manager to approve and execute amendments to renew the term of the agreement in accordance with the provisions of the agreement and with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.
4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) renovated the Union Depot in downtown Saint Paul into a multi-modal transit and transportation hub. Since the completion of the building renovation in 2012 and the arrival of rail service in 2014, 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:

- Changes in railroad regulations from the Federal Railroad Administration and/or our freight railroad partners.
- Desire to utilize the Union Depot property in ways not originally envisioned.

On July 25, 2018 the RCRRA released a Request for Proposals for On-Call Engineering Services. These services include design, engineering, renovation improvements to the building for lease holders, and positive train control. Below is the competitive solicitation summary:

Requests for Proposals (RFP) Title	On-Call Engineering
RFP Release Date	July 25, 2018
RFP Response Due Date	September 13, 2018
Number of Contractors Notified	335
Number of RFP Responses	2
Proposal Evaluation Committee	Ramsey County Public Works and Ramsey County Property Management staff
RFP Evaluation Criteria	Contractor qualifications, key personnel qualifications, project understanding and approach, cost
Contractor Recommended	AECOM Technical Services, Inc.

Agreement with AECOM for On-Call Engineering Services at Union Depot

The evaluation team evaluated the proposals based on the criteria identified in the solicitation and is recommending AECOM Technical Services, Inc., to provide On-Call Engineering Services at Union Depot. The AECOM Technical Services, Inc. team includes staff that previously provided these services at Union Depot.

The contract with AECOM Technical Services, Inc., will cover a three (3) year term with two one-year renewal options. The total contract amount is estimated at \$500,000.

FISCAL IMPACT

Funding is available in the Union Depot operating budget.

COUNTY MANAGER COMMENTS

County Board approval is required to enter into new service agreements resulting from the Request for Proposals process.

Union Depot provides a connection to low-cost reliable transportation services furthering the County's goals of cultivating economic prosperity and investment in neighborhoods with concentrated financial poverty, and enhancing access to opportunity and mobility for all residents and businesses. Click on the link below for more information on the Union Depot.

<https://www.uniondepot.org/>

PREVIOUS ACTION

On August 7, 2018, the Ramsey County Regional Railroad Authority authorized the Request for Proposals for On-Call Engineering Services at Union Depot (R2018-17).

ATTACHMENTS

1. Draft Resolution
2. Agreement
3. Attachment A

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance Union Depot Multi-Modal Transit and Transportation Hub (Union Depot) 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 through the development of the Green Line, Gold Line, Rush Line, and Riverview Corridor transitways as well as additional bus and passenger rail service; 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, and the addition of new transportation opportunities; and

WHEREAS, The Ramsey County Regional Railroad Authority needs to consistently and thoughtfully evaluate the multiple existing and proposed uses for the 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; and

WHEREAS, Through Resolution #R2018-17, The Ramsey County Regional Railroad Authority authorized the release of the On-Call Engineering Services Request for Proposals on August 7, 2018; and

WHEREAS, The Proposal Review Committee evaluated and recommended the proposal submitted by AECOM Technical Services, Inc., 800 La Salle Avenue, Suite 500, Minneapolis, MN 55402, as the most qualified proposal to the requested services; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of AECOM Technical Services, Inc., 800 La Salle Avenue, Suite 500, Minneapolis, MN 55402, for completion of On-Call Engineering Services at Union Depot; for the period of January 1, 2019 through December 31, 2021, with two one-year renewal options, in an amount not-to-exceed \$500,000; and Be It Further

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

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

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

Professional Services Agreement

This is an Agreement between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota, 214 4th Street East, Suite 200 Union Depot Saint Paul, MN 55101 ("RCRRA") and AECOM Technical Services, Inc., 800 La Salle Avenue, Suite 500 Minneapolis, MN 55402, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The term of this Agreement shall be from January 01, 2019 through December 31, 2021 and may be renewed for up to two (2) additional one year period(s).

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

1.1.1.

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

2. Scope of Service

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

2.1.

1. Federal Railroad Administration (FRA) Regulation – Provide the Union Depot Railroad (UDR) with assistance complying with FRA regulations regarding the safe operation of a railroad.
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 the changes to the plan and review of the plan 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 BNSF Railway. 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 freight railroads including, but not limited to BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad when activities of the UDR may impact a freight railroad.
7. Amtrak Coordination – Assistance with the coordination of UDR activities with Amtrak with 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.

2.2.

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

2.3.

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

2.4.

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

2.5.

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

3. Schedule

The Contractor shall complete services at the request of RCRRA staff no later than December 31, 2021.

4. Cost

4.1.

RCRRA shall pay the Contractor a not to exceed fee of \$ 500,000.00 over the life of the contract according to the agreed to rates.

4.2.

RCRRA shall pay the Contractor the following unit rates:
See Attachment A-Description of Cost.

4.3.

Additionally, RCRRA will reimburse the Contractor for the actual cost of out of pocket expenses incurred in the performance of services under this Agreement, up to a maximum not to exceed payment of \$25,000.00. Each invoice shall have attached to it receipts for expenses for which the Contractor is seeking reimbursement.

4.4.

The maximum not to exceed contract sum is \$500,000.00.

4.5.

Reimbursement of expenses will be made consistent with RCRRRA policies. RCRRRA 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 RCRRRA 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.

4.6.

See Attachment A-Description of Cost and Overall Approach.

5. County Roles and Responsibilities

RCRRRA shall provide the facilities, equipment, participants listed in See Attachment A-Description of Cost and Overall Approach.

6. General Contract/Agreement Terms and Conditions

6.1. Payment

6.1.1.

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

6.1.2.

Payments shall be made when the materials/services have been received in accordance with the provisions of this Agreement. RCRRRA shall pay the undisputed portion of any invoice within 35 days of the date of the invoice.

6.2. Application for Payments

6.2.1.

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

6.2.2.

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

6.2.3.

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

6.2.4.

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

6.2.5.

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

6.2.6.

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

6.2.7.

Reimbursement of expenses will be made consistent with RCRRRA policies. RCRRRA 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 RCRRRA 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.

6.3. Independent Contractor

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

6.4. Successors, Subcontracting and Assignment

6.4.1.

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

6.4.2.

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

6.5. Compliance With Legal Requirements

6.5.1.

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

6.5.2.

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

6.6. Data Practices

6.6.1.

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

6.6.2.

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

6.6.3.

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

6.7. Security

6.7.1.

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

6.7.2.

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

6.7.3.

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

6.7.4.

RCRRA retains the right to inspect and review the Contractor's operations for potential risks to RCRRA and Ramsey County operations or data once per calendar year upon Contractor's receipt of a written request providing reasonable notice. 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.

6.7.5.

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

6.8. Indemnification

The Contractor shall indemnify, hold harmless and defend RCRRA and Ramsey County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which RCRRA or Ramsey County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, to the extent caused by any negligent, grossly negligent or intentional 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.

6.9. Contractor's Insurance

6.9.1.

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

6.9.2.

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

6.9.3.

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

6.9.3.1.

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

6.9.3.2.

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

6.9.4.

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

6.9.4.1.

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

6.9.5.

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

6.9.6.

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

6.9.7.

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

6.9.8.

The Contractor agrees to provide a waiver of subrogation with respect to general liability, worker's compensation, and employers liability, automobile liability and umbrella liability insurance required of the Contractor under this Agreement.

6.9.9.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. In the event of a material claim, copies of the Contractor's insurance policies, redacted to protect confidential business information, shall be made available to the County for review at the Contractor's office upon request.

6.9.10.

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

6.9.11.

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

6.9.12.

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.

6.9.13.

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

6.9.14.

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.

6.10. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to 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.

6.11. Notices

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

RCRRRA:

Michael Rogers Transit Project Manager 214 4th Street East, Suite 200 Union Depot Saint Paul, MN 55101

Contractor:

Mark Ryan Vice President 800 La Salle Avenue, Suite 500 Minneapolis, MN 55402

6.12. 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.

6.13. 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.

6.14. Conflict of Interest

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

6.15. Respectful Workplace and Violence Prevention

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

6.16. Force Majeure

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

6.17. Unavailability of Funding - Termination

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

6.18. Termination

6.18.1.

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

6.18.2.

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

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

6.18.3.

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

6.19. Interpretation of Agreement; Venue

6.19.1.

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

6.19.2.

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

6.20. Warranty

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

6.21. Infringement

6.21.1.

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

6.21.2.

If, as a result of any claim of infringement of rights, the Contractor or RCRRA is enjoined from using, marketing, or supporting any product or service provided under the agreement with RCRRA (or if the Contractor comes to believe such 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.

6.22. Debarment and Suspension

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

7. 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.

8. 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.

9. 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.

Attachment A

Description of Cost

Labor Cost Rates Table:

AECOM Classification	2019	2020-2023	Ascent Signal Classification	2019	2020-2023
Senior Project Manager	\$235	+3% billing increase per year	Senior Technical	\$191	+3% billing increase per year
Project Manager	\$190		Design - Technical	\$128	
Senior Engineer	\$200		Design - CAD	\$101	
Engineer	\$185		CAD Technician	\$86	
Senior Support Staff	\$145				
Support Staff	\$130				
Administrative Support	\$80				
Additional Roles and Rates to be established upon mutual agreement between RCRRA and AECOM					

Other Direct Costs:

Other direct costs incurred by the AECOM team will be charged back to RCRRA at the actual cost, with no mark-up. Other direct costs will include direct expenses incurred in the course of delivering a task order and as approved by RCRRA. Examples of other direct costs may include supplies, materials, equipment, travel expenses, mileage reimbursement, parking, postage, and delivery expenses.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Public Works

R2018-50

Committee: Regional Railroad Authority

Meeting Date: 12/11/2018

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

REQUESTED ACTION

1. Approve the 2019 budget of \$23,797,602.
2. Approve the 2019 tax levy of \$24,273,554.

EXECUTIVE SUMMARY

The proposed 2019 Ramsey County Regional Railroad Authority (RCRRA) budget is \$23,797,602. The RCRRA Board certified a proposed maximum levy of \$24,273,554 for 2019 on September 18, 2018, which represents an increase of 7.76% from 2018. The tax levy amount of \$24,273,554 minus the estimated tax delinquency of \$475,952 equals the budget amount of \$23,797,602.

Two Public Hearings were held to receive public testimony on the budget: on September 11, 2018 at 1:00 p.m. in Council Chambers at the Ramsey County Courthouse, 15 West Kellogg Boulevard, St. Paul, MN 55102, and on November 26, 2018 at 6:30 p.m. at Union Depot Red Cap Room, 214 4th Street East, St. Paul, MN 55101.

This request is to approve the 2019 RCRRA budget and the 2019 tax levy.

FISCAL IMPACT

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

COUNTY MANAGER COMMENTS

The 2019 Ramsey County Regional Railroad Authority budget and tax levy must be adopted prior to the end of 2018. Click on the link below for more information.

<https://www.ramseycounty.us/your-government/leadership/board-commissioners/railroad-and-housing-authorities>

PREVIOUS ACTION

On November 26, 2018, the County Board held a Public Hearing on the 2019 proposed budget and 2019 tax levy.

On September 18, 2018, the Ramsey County Regional Railroad Authority certified the maximum tax levy (R2018-24).

On September 11, 2018, the County Board held a Public Hearing on the 2019 proposed budget.

Approval of the 2019 Ramsey County Regional Railroad Authority Supplemental Budget and the 2019 Tax

On August 13, 2018, the Budget Committee of the Whole held a budget hearing on the Economic Growth and Community Investment Service Team's proposed 2019 supplemental budget.

On August 7, 2018, the County Manager presented the proposed 2019 supplemental county budget to the County Board.

ATTACHMENTS

1. Draft Resolution

Draft Resolution

WHEREAS, The Proposed 2019 Ramsey County Regional Railroad Authority budget is \$23,797,602; and

WHEREAS, The Ramsey County Regional Railroad Authority certified a proposed maximum levy of \$24,273,554 for 2019 on September 18, 2018, which represents an increase of 7.6% from 2018; and

WHEREAS, Two Public Hearings were held to receive public testimony on the budget: on September 11, 2018 at 1:00 p.m. in Council Chambers at the Ramsey County Courthouse 15 West Kellogg Blvd., St. Paul MN 55102, and on November 26, 2018 at 6:30 p.m. at Union Depot Red Cap Room, 214 Fourth Street East, St. Paul, MN 55101; and

WHEREAS, This request is to approve the 2019 Ramsey County Regional Railroad Authority budget and the 2019 tax levy; and

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the 2019 budget of \$23,797,602; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves 2019 tax levy of \$24,273,554, as summarized below.

	Operating	Capital	2019 RRA Total
Budget	10,393,541	13,404,061	23,797,602
Estimated Tax Delinquency	207,871	268,081	475,952
Total Tax Levy	10,601,412	13,672,142	24,273,554

Regional Railroad Authority Annual Organizational Meeting
December 18, 2018 – ROLL CALL

Call to Order: 10:27 AM

1. ATTENDANCE ROLL CALL

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

2. Agenda of December 18, 2018 is presented for approval

Moved: TC Seconded: VR

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

3. Minutes from December 11, 2018 are presented for approval

Moved: MM Seconded: JM

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

ADMINISTRATIVE ITEMS

4. Agreement with Railworks Signals & Communications, Inc. for Union Depot Railroad Signal Operations & Maintenance

Moved: JM

Seconded: VR

YEA NAY ABSENT

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

YEA	NAY	ABSENT
✓		
✓		
		✓
✓		
		✓
✓		
✓		

5. Agreement with Railworks Track Systems, Inc. for Union Depot Railroad Track Operations & Maintenance

Moved: JMM

Seconded: VR

YEA NAY ABSENT

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

YEA	NAY	ABSENT
✓		
✓		
		✓
✓		
		✓
✓		
✓		

6. Corridor Updates

7. Adjournment

Meeting adjourned at 10:34 am.

The Ramsey County Regional Railroad Authority met in regular session at 10:27 AM with the following members present: Carter, McDonough, McGuire, Reinhardt, and Chair Ortega. Also present were Ryan O'Connor, County Manager, and Amy Schmidt, Assistant County Attorney.

1. ROLL CALL

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

2. Agenda of December 18, 2018 is Presented for Approval**VOTING**

Motion by: Toni Carter

Second by: Victoria Reinhardt

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

3. Minutes from December 11, 2018 are 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	

4. **Agreement with Railworks Signals and Communications, Incorporated for Union Depot Railroad Signal Operations and Maintenance (Resolution R2018-30)**

VOTING

Motion by: Jim McDonough

Second by: Victoria Reinhardt

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

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

WHEREAS, Passenger rail service consists of Amtrak's Empire Builder, which serves Twin Cities as it travels between Seattle/Portland and Chicago, as well as special trains that occasionally visit Union Depot; and

WHEREAS, In addition to Union Depot Railroad signals, passenger trains utilize BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad signals to access the Union Depot; and

WHEREAS, The signals need to be operated and maintained in accordance with Federal Railroad Administration regulations by their respective owners; and

WHEREAS, Through Resolution R2018-19, The Ramsey County Regional Railroad Authority authorized the release of the Union Depot Railroad Signal Operations and Maintenance Request for Proposals on August 8, 2018; and

WHEREAS, The Proposal Review Committee evaluated the proposal based on the criteria identified in the solicitation; and

WHEREAS, The Proposal Review Committee is recommending Railworks Signals & Communications, Inc. to provide signal operations and maintenance for the Union Depot Railroad; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of and agreement with Railworks Signals & Communications, Inc., 9250 Baymeadows Road, Suite 200, Jacksonville, FL 32256, to provide signal operations and maintenance services for the Union Depot Railroad, for the period of January 1, 2019 through December 31, 2021, with two one-year renewal options, in an amount not-to-exceed \$600,000; and Be It Further

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

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

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

5. **Agreement with Railworks Track Systems, Inc. for Union Depot Railroad Track Operations and Maintenance (Resolution R2018-31)**

VOTING

Motion by: Mary Jo McGuire

Second by: Victoria Reinhardt

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

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

WHEREAS, Passenger rail service consists of Amtrak's Empire Builder, which serves Twin Cities as it travels between Seattle/Portland and Chicago, as well as special trains that occasionally visit Union Depot; and

WHEREAS, In addition to Union Depot Railroad track, passenger trains utilize BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad track to access the Union Depot; and

WHEREAS, The track needs to be operated and maintained in accordance with Federal Railroad Administration regulations by their respective owners; and

WHEREAS, Through Resolution R2018-18, The Ramsey County Regional Railroad Authority authorized the release of the Union Depot Railroad Track Operations and Maintenance Request for Proposals on August 8, 2018; and

WHEREAS, The Proposal Review Committee evaluated the proposal based on the criteria listed in the solicitation; and

WHEREAS, The Proposal Review Committee is recommending Railworks Track Systems, Inc. to provide track operations and maintenance for the Union Depot Railroad; and

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of and agreement with Railworks Track Systems, Inc., P.O. Box 959, 8485 West 210th Street, Lakeville, MN 55044, to provide track operations and maintenance services for the Union Depot Railroad, for the period of January 1, 2019 through December 31, 2021, with two one-year renewal options, in an amount not-to-exceed \$600,000.00; and Be It Further

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

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

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

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

7. **Adjournment**

Chair Ortega declared the meeting adjourned at 10:34 a.m.

Sandra Jacobson, Administrative Secretary

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Public Works

R2018-52

Committee: Regional Railroad Authority

Meeting Date: 12/18/2018

SUBJECT: Minutes from December 11, 2018 are Presented for Approval

REQUESTED ACTION

Approve the minutes from December 11, 2018.

ATTACHMENTS

1. Draft Minutes



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

AGENDA

Tuesday, December 18, 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. R2018-51 Agenda of December 18, 2018 is Presented for Approval

Approve the agenda of December 18, 2018.

3. R2018-52 Minutes from December 11, 2018 are Presented for Approval

Approve the minutes from December 11, 2018.

ADMINISTRATIVE ITEMS

4. R2018-47 Agreement with Railworks Signals and Communications, Incorporated for Union Depot Railroad Signal Operations and Maintenance

1. Approve the selection of and agreement with Railworks Signals & Communications, Inc., 9250 Baymeadows Road, Suite 200, Jacksonville, FL 32256, to provide signal operations and maintenance services for the Union Depot Railroad, for the period of January 1, 2019 through December 31, 2021, with two one-year renewal options, in an amount not-to-exceed \$600,000.
2. Authorize the Chair to execute the agreement.
3. Authorize the County Manager to approve and execute amendments to renew the term of the agreement in accordance with the provisions of the agreement and all other terms and conditions remaining the same, in a form approved by the County Attorney's office.
4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

5. R2018-46 Agreement with Railworks Track Systems, Inc. for Union Depot Railroad Track Operations and Maintenance

5. Approve the selection of and agreement with Railworks Track Systems, Inc., P.O. Box 959, 8485 West 210th Street, Lakeville, MN 55044, to provide track operations and maintenance services for the Union Depot Railroad, for the period of January 1, 2019 through December 31, 2021, with two one-year renewal options, in an amount not-to-exceed \$600,000.
6. Authorize the Chair to execute the agreement.
7. Authorize the County Manager to approve and execute amendments to renew the term of the agreement in accordance with the provisions of the agreement and all other terms and conditions remaining the same, in a form approved by the County Attorney's office.
8. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

6. **Corridor Updates**

7. **Adjournment**

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Public Works

R2018-51

Committee: Regional Railroad Authority

Meeting Date: 12/18/2018

SUBJECT: Agenda of December 18, 2018 is Presented for Approval

REQUESTED ACTION

Approve the agenda of December 18, 2018.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Public Works

R2018-47

Committee: Regional Railroad Authority

Meeting Date: 12/18/2018

SUBJECT: Agreement with Railworks Signals and Communications, Incorporated for Union Depot Railroad Signal Operations and Maintenance

REQUESTED ACTION

1. Approve the selection of and agreement with Railworks Signals & Communications, Inc., 9250 Baymeadows Road, Suite 200, Jacksonville, FL 32256, to provide signal operations and maintenance services for the Union Depot Railroad, for the period of January 1, 2019 through December 31, 2021, with two one-year renewal options, in an amount not-to-exceed \$600,000.
2. Authorize the Chair to execute the agreement.
3. Authorize the County Manager to approve and execute amendments to renew the term of the agreement in accordance with the provisions of the agreement and all other terms and conditions remaining the same, in a form approved by the County Attorney's office.
4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

EXECUTIVE SUMMARY

The 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 construction of railroad tracks, signals, and a passenger platform for the introduction of passenger rail service. The passenger rail service consists of Amtrak's Empire Builder, which serves the Twin Cities as it travels between Seattle/Portland and Chicago, as well as special trains that occasionally visit Union Depot.

The reintroduction of passenger train service to Union Depot required BNSF Railway, Canadian Pacific Railway and Union Pacific Railroad to make signal improvements to their network and the RCRRA to install a signal system at Union Depot. The signal improvements are required to be operated and maintained in accordance with Federal Railroad Administration (FRA) regulations. The freight railroads are responsible for maintaining the improvements on their property and the RCRRA is responsible for maintaining the improvements on its property.

The improvements on RCRRA property, referred to as the "Union Depot Railroad", consist of Class 1 signal system located approximately between Jackson Street (west end) and the Division Street Wye (east end).

The signal maintenance will entail signal operations and maintenance services and roadway worker protection for the Union Depot Railroad (UDR).

On August 8, 2018, the RCRRA released a Request for Proposals for Union Depot Railroad Signal Operations and Maintenance. Below is the competitive summary:

Agreement with Railworks Signals and Communications, Incorporated for Union Depot Railroad Signal Op

Requests for Proposals (RFP) Title	Union Depot Signal Maintenance
RFP Release Date	August 8, 2018
RFP Response Due Date	September 13, 2018
Number of Contractors Notified	45
Number of RFP Responses	1
Proposal Evaluation Committee	Ramsey County Public Works and AECOM (On-Call Engineering Consultant)
RFP Evaluation Criteria	Contractor qualifications, key personnel qualifications, project understanding and approach, and cost
Contractor Recommended	Railworks Signals and Communications, Inc.

The evaluation team evaluated the proposal based on the criteria identified in the solicitation and is recommending Railworks Signals & Communications, Inc., to provide Union Depot Railroad signal operations and maintenance. The Railworks Signals & Communications, Inc. team includes staff that previously worked on the Union Depot Railroad signal operations and maintenance. Due to the previous work, Railworks Signals & Communications, Inc. staff are familiar with all aspects of Union Depot signals.

The contract with Railworks Signals & Communications, Inc. will cover a three (3) year term, with two one-year renewal options, in an amount not-to-exceed \$600,000.

FISCAL IMPACT

Funding is available in the Union Depot operating budgets.

COUNTY MANAGER COMMENTS

Award of the agreement for Union Depot Railroad Signal Operations and Maintenance provides for the maintenance of the existing signal system allowing passenger trains to serve Union Depot. Click on the link below for more information on Union Depot.

<https://www.uniondepot.org/>

PREVIOUS ACTION

On August 8, 2018, the Ramsey County Regional Railroad Authority authorized the Request for Proposals for Union Depot Railroad Signal Operations and Maintenance (Resolution R2018-19).

ATTACHMENTS

1. Draft Resolution
2. Professional Services Agreement
3. Attachment A - Signal
4. Attachment B - Signal
5. Attachment C - Signal
6. Attachment D - Signal

Draft Resolution

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

WHEREAS, Passenger rail service consists of Amtrak's Empire Builder, which serves Twin Cities as it travels between Seattle/Portland and Chicago, as well as special trains that occasionally visit Union Depot; and

WHEREAS, In addition to Union Depot Railroad signals, passenger trains utilize BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad signals to access the Union Depot; and

WHEREAS, The signals need to be operated and maintained in accordance with Federal Railroad Administration regulations by their respective owners; and

WHEREAS, Through Resolution R2018-19, The Ramsey County Regional Railroad Authority authorized the release of the Union Depot Railroad Signal Operations and Maintenance Request for Proposals on August 8, 2018; and

WHEREAS, The Proposal Review Committee evaluated the proposal based on the criteria identified in the solicitation; and

WHEREAS, The Proposal Review Committee is recommending Railworks Signals & Communications, Inc. to provide signal operations and maintenance for the Union Depot Railroad; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of and agreement with Railworks Signals & Communications, Inc., 9250 Baymeadows Road, Suite 200, Jacksonville, FL 32256, to provide signal operations and maintenance services for the Union Depot Railroad, for the period of January 1, 2019 through December 31, 2021, with two one-year renewal options, in an amount not-to-exceed \$600,000; and Be It Further

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

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

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

Professional Services Agreement

This is an Agreement between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota, 214 4th Street East, Suite 200 Union Depot Saint Paul, MN 55101 ("RCRRA") and Railworks Signals and Communications, Inc., 9250 Baymeadows Road, Suite 200 Jacksonville, FL 32256, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The term of this Agreement shall be from January 01, 2019 through December 31, 2021 and may be renewed for up to two (2) additional one year period(s).

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

1.1.1.

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

2. Scope of Service

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

2.1.

The Contractor shall provide the labor, materials, equipment and service for the installation and maintenance of the Union Depot Railroad signal system in accordance with RCRAA's Union Depot Signal Maintenance Request for Proposals #RRA0000001385 dated August 8, 2018, incorporated herein by reference and made a part of this Agreement as **Attachment A**, and, Contractor's proposal dated September 11, 2018, attached and incorporated into this Agreement as **Attachment B**. Labor, materials, equipment and services shall include (a) routine inspection per Federal Railroad Administration (FRA) and Union Depot Railroad (UDR) standards; (b) repair and maintenance services; and (c) materials, all as stated in **Attachment A**.

2.2.

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

2.3.

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

2.4.

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

2.5.

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

3. Schedule

The Contractor shall complete services no later than December 31, 2021.

4. Cost

4.1.

RCRRA shall pay the Contractor a not to exceed fee of \$ 600,000.00 over the life of the contract according to the agreed to rates.

4.2.

RCRRA shall pay the Contractor the following unit rates:

1. Routine inspection per FRA standards at a lump sum of \$9,517.03 per month in 2019, \$9,897.71 per month in 2020, and \$10,293.62 per month in 2021.
2. Repair and maintenance services will be paid at an hourly rate in accordance with the billing rates listed in **Attachment C, Description of Costs, hereby incorporated and attached** to this Agreement.
3. Materials will be paid upon supplier's invoices with a maximum 10% mark-up in accordance with the estimates provided by Railworks Signals and Communications and approved by the RCRRA prior to purchase in accordance with Attachment C.

4.2.1.

Additionally, RCRRA will reimburse the Contractor for the actual cost of out of pocket expenses incurred in the performance of services under this Agreement, up to a maximum not to exceed payment of \$25,000.00. Each invoice shall have attached to it receipts for expenses for which the Contractor is seeking reimbursement.

4.2.2.

The maximum not to exceed contract sum is \$600,000.00.

4.2.3.

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.

5. County Roles and Responsibilities

RCRRA shall provide the facilities, equipment and participants as provided in **Attachments A and B.**

6. General Contract/Agreement Terms and Conditions

6.1. Payment

6.1.1.

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

6.1.2.

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

6.1.3.

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

6.1.4.

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

6.2. Application for Payments

6.2.1.

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

6.2.2.

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

6.2.3.

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

6.2.4.

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

6.2.5.

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

6.2.6.

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

6.3. Independent Contractor

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

6.4. Successors, Subcontracting and Assignment

6.4.1.

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

6.4.2.

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

6.5. Data Practices

6.5.1.

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.

6.5.2.

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

6.5.3.

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

6.6. Security

6.6.1.

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.

6.6.2.

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.

6.6.3.

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.

6.6.4.

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.

6.6.5.

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.

6.7. 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.

6.8. Contractor's Insurance

6.8.1.

The Contractor's Insurance Requirements are included at Attachment D, which is incorporated and attached to this Agreement.

6.9. 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.

6.10. 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:

Michael Rogers Transit Project Manager 214 4th Street East, Suite 200 Union Depot Saint Paul, MN 55101

Contractor:

Joseph T. Orlandi Vice President and General Manager 9250 Baymeadows Road, Suite 200 Jacksonville, FL 32256

6.11. 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.

6.12. 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.

6.13. 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.

6.14. 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.

6.15. 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.

6.16. 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.

6.17. Termination

6.17.1.

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.

6.17.2.

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.

6.17.3.

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.

6.18. Interpretation of Agreement; Venue

6.18.1.

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.

6.18.2.

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.

6.19. 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.

6.20. Infringement

6.20.1.

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.

6.20.2.

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 enjoinder 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.

6.21. 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.

7. 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.

8. 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.

9. 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.

10. Special Contract Terms and Conditions

10.1. Prevailing Wage (Construction and Labor)

- 10.1.1. Contractors and all subcontractors of the Contractor shall conform to the labor laws of the State of Minnesota, Ramsey County Prevailing Wage Ordinance No. 2013-329, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which unions do not have jurisdiction.
- 10.1.2. The terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" as used in the contract, shall mean "prevailing wage rate" as defined in Minnesota Statutes §177.42.
- 10.1.3. Pursuant to Minnesota Statutes §§177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, all construction contracts funded in whole or in part by state funds are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all Contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.
- 10.1.4. Pursuant to the Ramsey County Prevailing Wage Ordinance No. 2013-329, the Prevailing Wage Rate must be paid under any contract with Ramsey County or under a subcontract to that contract with Ramsey County with an anticipated Project completion cost or anticipated Services contract value of over \$25,000.
- 10.1.5. Throughout the term of this Agreement, the Contractor shall submit Certified Payroll Records within 14 days of the end of a pay period and in accordance with the requirements of Ramsey County Prevailing Wage Ordinance No. 2013-329. Failure of

the Contractor to submit the Certified Payroll Records in accordance with the Ordinance may result in criminal or civil enforcement by the County, including, but not limited to termination of the agreement for cause, withholding of payments, and assessment of liquidated damages

10.2. Protection of Persons and Property

- 10.2.1. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, County employees and other persons who may be affected; the Contractor's work and materials and equipment which are under the care, custody and control of the Contractor or any of the Contractor's subcontractors; and other property at the project site or adjacent thereto.
- 10.2.2. Unless otherwise directed by the County's Authorized Representative, the Contractor shall promptly remedy damage or loss to property caused in whole or in part by the Contractor, its employees, officers, or subcontractor(s), or anyone directly employed by any of them, or by anyone for whose acts any of them may be liable.

10.3. Order of Governance

- 10.3.1. The Contract Documents consist of the following. If there is a conflict, the order of governance is as follows:
 - a. This Professional Services Agreement and Attachment D
 - b. Attachment A
 - c. Attachments B and C

Attachment A

To the agreement by and between RCRRA and RailWorks Signals and Communications, Inc., dated as of _____, 2018.

Union Depot Signal Maintenance Request for Proposals dated August 8, 2018, which is hereby incorporated for reference.

Attachment B

Railworks Signals and Communications, Inc. proposal dated September 11, 2018.

Attachment B



RailWorks Signals & Communications, Inc.
9250 Baymeadows Road
Suite 200
Jacksonville, FL 32256
Tel: 904-666-5200
Fax: 904-296-5056

September 11, 2018

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

Subject:

Price proposal for the Signal Maintenance at Union Depot (RFP – RRA0000001385).

Pricing:

RailWorks Signals & Communications is submitting two (2) prices. Price #1- is if RailWorks Track is awarded the Track Maintenance Contract and Price #2- if another Track Contractor is awarded the Track Maintenance Contract.

Price #1: \$618,567.84 (Price if RailWorks Track is awarded the Track Maintenance Contract)

Price #2: \$996,891.00 (Price if other Track contractor is awarded the Track Maintenance Contract)

Scope of Work:

1. Signal Maintenance of Union Depot in Saint Paul, MN
2. Emergency Call Outs or Extra Work will be charged at an Hourly Rate
3. Emergency Call Outs or Extra Work will be charged for Mobilizing to location, Time for repairs and De-Mobilizing.

Materials:

- Ramsey County will maintain an inventory of spare parts for maintenance use for the Signal System.
- RSC is not responsible for storage or purchasing any spare parts for inventory.
- RSC is responsible for testing equipment and regular hand tools to perform Signal Maintenance.
- Materials bought by RSC will be invoiced to Ramsey County with a 10% mark-up
- RSC is not responsible for any type of flagging or switch tending
- RSC is not responsible for Train Delays

Our price proposal is also based on the following assumptions and clarifications:

1. RSC is not responsible for material used for maintenance or repair of the signal system.
2. Ramsey County will supply a spare parts inventory to RSC to be used to maintain or repair the signal system.
3. Ramsey County will supply and house all spare material at or near the Union Depot Facility.

Attachment B

- 2 -

September 11, 2018

4. Spare Parts that are needed to make repairs and are not in inventory – RSC will work with Ramsey County order such parts.
5. RSC is not responsible for long lead time on parts
6. RSC is not responsible for Train Delays during testing or repair of the Signal System
7. RSC is not responsible for flagging or switch tending
8. RSC will use qualified employees to perform the regular signal maintenance and specialized personal for Locking, Relay and Cable Testing.
9. Any Traffic Control or Railroad Flagging costs **are not** included in the price of this estimate
10. Prevailing wage rates, Buy American Clauses, and Certified Payroll **are not** included in price of this estimate.
11. We assume normal site and soil conditions; rock excavation **is not** included in the price of this proposal.
12. Any track work is not included in the price of this proposal.
13. The cost of Railroad Protective Liability Insurance or any other special insurance are not included in the price of this estimate.
14. RSC shall provide tools and equipment required for Signal Maintenance.
15. RSC is not responsible for the locating of any Railroad signal cable and it **is not** included in the price of this proposal.
16. Any culverts, drain pipes, berm walls, retaining walls, paving, and striping **are not** included in the price of this proposal.
17. RSC assumes we will be able to come to a mutually agreeable contract.

All work to conform to specifications and requirements below:

Installation will be in compliance with the American Railway Engineering and Maintenance-of-Way Association (AREMA). All work will also be in compliance with FEC Signal Standards and Specifications, as well as all Federal, FRA, and State Railroad Standards.

Safety:

Safety is of primary importance and is the responsibility of personnel at all levels. RCS will comply with safe practices and standards set forth per the contract.

- Safety Briefings to be held daily and as work conditions change.
- RSC employees have Roadway Worker Protection – E-Rail certification.
- RSC maintains an internal safety manual as part of our safety program.
- RSC randomly drug and alcohol tests their employees per FRA guidelines.

RSC appreciates the opportunity to provide you this cost proposal and look forward to working on this project with you. Any and all questions regarding this project should go to myself.

Regards,

Joseph T. Orlandi

Joseph T. Orlandi

RailWorks Signals and Communications Inc

Jacksonville, FL

Phone: 1-904-666-5080 Mobile: 1-904-759-4372 Email: torlandi@railworks.com

Attachment B

Description of Contractors Cost:

Monthly FRA Testing & Inspections

- Switch Obstruction
- Batteries
- Grounds
- Inspection of Arrestors
- Inspection of Bonding
- Inspection of Insulated Joints
- Switch cleaning & lubrication

Quarterly FRA Testing & Inspections

- Switch Detection
- Shunting
- Circuit Controllers

Six (6) Month Test & Inspections

- Wayside Signals
- Junction Boxes

Yearly Tests & Inspections

- Switch Clutches & Overload
- Timers

Two (2) Year Testing

- Relays
- Interlocking (Route, Indication, Time & Traffic)

Four (4) Year Testing

- Relays

Ten (10) Year Testing

- Cable Insulation

Description of the Contractor's overall approach or solution

Work closely, as a team, with Track Contractor with Testing and Inspection of Track and Signal Equipment. Will use dedicated personal for tests & inspections, along with using specialized personal for higher level testing like Interlocking tests and Cable testing.

Breakdown of Project Services by phases or tasks

- Monthly FRA Testing & Inspections Switches
- Quarterly FRA Testing & Inspections of Switches and Track Circuits
- Six (6) Month Testing & Inspections of Signals
- Yearly Testing & Inspections of Signals & Timers
- Two (2) Year Testing of Relays & Interlocking
- Four (4) Year Testing of Relays
- Ten (10) Year Testing of Cables

Attachment B

Key Personal for Project (Resumes Included)

- Tim Orlandi – Will perform Signal Maintenance at Union Depot
- Tommy Ledin - Will perform Signal Maintenance at Union Depot
- David Baldy – Specialized Testing at Union Depot
- Tom Trovato – Specialized Testing at Union Depot

2.6.7 Summary of Claims

RSC or RSC Members have no claims during the past five years related to their goods and /or services

Exceptions to the General Contract/Agreement Terms and Conditions

Subject: Price proposal for the Signal Maintenance at Union Depot (RFP – RRA0000001385).

Price #1: \$618,567.84 (If RailWorks Track is awarded the Track Maintenance Contract)

Price #2: \$996,891.00 (If other Track contractor is awarded the Track Maintenance Contract)

Scope of Work:

Signal Maintenance of Union Depot in Saint Paul, MN

Emergency Call Outs or Extra Work will be charged at an Hourly Rate

Emergency Call Outs or Extra Work will be charged for Mobilizing to location, Time for repairs and De-Mobilizing.

Materials:

- Ramsey County will maintain an inventory of spare parts for maintenance use for the Signal System. Ramsey County is responsible for purchasing and maintaining spare parts.
- RSC is not responsible for storage or purchasing any spare parts for inventory.
- RSC is responsible for testing equipment and regular hand tools to perform Signal Maintenance.
- Materials bought by RSC will be invoiced to Ramsey County with a 10% mark-up
- RSC is not responsible for any type of flagging or switch tending
- RSC is not responsible for Train Delays

Our price proposal is also based on the following assumptions and clarifications:

- RSC is not responsible for material used for maintenance or repair of the signal system.
- Ramsey County will supply a spare parts inventory to RSC to be used to maintain or repair the signal system.
- Ramsey County will supply and house all spare material at or near the Union Depot Facility.
- Spare Parts that are needed to make repairs and are not in inventory – RSC will work with Ramsey County order such parts.
- RSC is not responsible for long lead time on parts
- RSC is not responsible for Train Delays during testing or repair of the Signal System
- RSC is not responsible for flagging or switch tending
- Any Traffic Control or Railroad Flagging costs are **not** included in the price of this estimate
- Prevailing wage rates, Buy American Clauses, and Certified Payroll are **not** included in price of this estimate.
- The cost of Railroad Protective Liability Insurance or any other special insurance are not included in the price of this estimate.

Attachment B

Office of the Minnesota Secretary of State
Certificate of Good Standing

I, Steve Simon, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name:	RAILWORKS TRACK SYSTEMS, INC.
Date Filed:	08/21/1985
File Number:	32633
Minnesota Statutes, Chapter:	303
Home Jurisdiction:	Nevada

This certificate has been issued on: 03/03/2016



Steve Simon

Steve Simon
Secretary of State
State of Minnesota

Tim Orlandi

In Railroad Industry Since	1980
With RailWorks since	2012
Summary of Qualifications	Mr. Orlandi brings 28 years of experience in the Railroad Signaling disciplines of construction, testing, maintenance, and engineering. Tim has an exceptional service record fulfilling a myriad of roles with CSX in signal maintenance, engineering, process improvement, operations management, chief engineering. Since working at CSX Tim has been the General Manager and acting Vice President of RailWorks Signals & Communication leading the firm to becoming a preferred quality provider of contractor services for Class I & II Rail Roads, Short Lines, Industrial firms, and governmental agencies. He is highly respected expert in his field, a member of AREMA, and sits on the board for the RSSI
RailWorks Signals & Communications, Inc. - Jacksonville FL	
2012 – Present	<u>Vice President and General Manager (2012 - Present)</u> • Oversee all U.S. operations • Ensure customer, FRA, AREMA Recommended Practices, and applicable Signal Standard compliance in all projects • Materials Procurement • Coordinate with Work Crews, Managers, and RailWorks Corporate office • Business Development • Personnel Management • Forecasting & Business Planning
Previous Experience	
1987-2012	<u>CSX</u> Assistant Chief Engineer 2007 – 2012 System Level Responsibilities; • Signal Maintenance, FRA tests & inspections, employee training / certification, operation budget and an employee active safety program • Assisted with highway warning systems, wayside signaling installations, wayside equipment detectors, and automated classification yards on freight and passenger rail lines • Involved in PTC design and implementation schedule with pole line elimination and compatibility of existing field hardware to PTC solution Regional Signal Engineer Southern Region 2005 - 2007 Director of Operations Process Improvement & Lean Training 2003 - 2005 Division Engineer 2001 - 2003 Signal Engineer 1987 - 2001



Attachment B

North America's leader in Track and Transit Systems construction and maintenance services

Assistant Vice President

Tom Trovato

In Railroad Industry Since	1983
With RailWorks since	March 2016
Summary of Qualifications	<i>Mr. Trovato specializes in the areas of train control system integration, In service testing, communication systems, construction management and material logistics. He has over 34 years of related experience, 15 of which were spent as an officer in Signal and Communications departments for major class I railroads and the balance spent with a train control system companies as well as owning and operating a multi-million dollar system integration company servicing the North American train control market.</i>
RailWorks Signals & Communications, Inc. - Jacksonville FL	
March 2016 – Present	<u>Assistant Vice President Testing Operations (2016 - Present)</u> • Manage RailWorks Testing operations teams • Ensure customer, FRA, AREMA Recommended Practices, and applicable Signal Standard compliance on all projects • Project coordination and construction management • Business Development • Personnel Management • Forecasting & Business Planning
Previous Experience	
2009-2016	<u>Wabtec</u> Vice President International Operations 2009 - 2016 • Managed Installation of Train Control System projects, PTC and Automatic Grade Crossing Warning Systems for all Wabtec customers located throughout the US and South America • Coordinated wire shop and material integration facility • Responsible for in service testing and commissioning teams • Involved in PTC design and implementation schedule for a number of projects for Commuter, Freight and Light rail properties
2000-2009	<u>North American Signal Inc.</u> Owner CEO 2000-2009 • Managed company operations to include Finance, Sales and Marketing, Engineering and Manufacturing • Development and integration of all the companies control system product lines. • Implemented manufacturing processes to support production of equipment. Integrated M1003 quality assurance program

Signal Supervisor/Test Technician

David Baldy

In Railroad Industry Since	2012
With RailWorks since	2015
Summary of Qualifications	Mr. Baldy specializes in the areas of wayside system and highway grade crossing warning system installation, maintenance, testing and commissioning. David has over 7 years of related experience as a signal maintainer, signal inspector, foreman and signal technician. Before arriving at RailWorks, David worked as a maintainer on the Florida East Coast Railway and on the Sun Rail Commuter Line. He has a strong acumen for electrical engineering and an acute understanding of railroad signal systems with a focus on testing and commissioning of signal systems.
RailWorks Signals & Communications, Inc. - Jacksonville FL	
2015 – Current	<u>Signal Supervisor / Test Technician</u> - Ensures customer, FRA, AREMA Recommended Practices and Applicable Signal Standard Compliance - Manages a construction crew for installation of railroad signal projects including; Highway Grade Crossing Warning Systems and Wayside Signal System Projects - Extensive knowledge base of the GCP4000, XP4, VHLC and Electrologix - Supports Canadian National Railroad Quality Testing Crew with Pre-Testing cutover schedule - Performs Material Procurement
Previous Experience	
2015	<u>Florida East Coast Railway – Palm Bay, Florida</u> <u>Signal Maintainer / Signal Inspector - 2015</u> - Testing and Maintenance of Wayside Signals and Cab Signals (Harmon /GE / Alstom) Equipment - Tested and Maintained Highway Grade Crossing Warning Systems, Wayside Signals and Detectors - Performed Safety Coordination, Operating Rules Qualified & RWP Rules Qualified on FEC Railway - Performed FRA Testing and Inspection Compliance with Alstom Signal Equipment
2012-2015	<u>Sun Rail Commuter Line – Sanford/Orlando, FL</u> <u>Signal Maintainer / Signal Inspector- 2012 - 2015</u> - Installed, inspected, tested and maintained XP4 Highway Grade Crossing Warning Systems - Installed, inspected, tested and maintained Micro Lock Plus - Performed FRA Tests & Inspections of; Power Switches, Wayside Detectors, Highway Grade Crossing Warning Systems, Intermediate Signals and Control Points - Performed In Service Testing, Interlocking Testing, Relay Testing and Cable Meggering - Contractor Support and Coordination for New Construction and Provided Signal Training
Education - Organizations	<u>Signal Training Solutions – Blue Springs, Missouri</u> Certified in Signal Systems

Signal Maintenance

Tommy Ledin

In Railroad Industry Since	1976
With RailWorks since	2016
Summary of Qualifications	Mr. Tommy Ledin has over 40 years of railroad industry experience. Tommy has very good organizational skills and pays attention to detail. Tommy is very strong in Testing and Maintenance of Wayside Signals and Highway warning systems. Tommy spent his career in Signal Maintenance – Signal Maintainer, Signal Foreman and then promoted to Signal Manager overseeing CN Railroad Signal Maintenance in the Duluth, MN area. Tommy equipment experience has been with relay based control points, electronic control point, hand throw switches and power switches (GRS & M23).
RailWorks Signals & Communications, Inc. - Jacksonville FL	
May 2016 – Present	<u>Signal Maintenance</u> <u>(2016- Present)</u> • Signal Maintenance Field Support / Customer Support • AIS Plan verification and markups • FRA Required Tests & Inspections • Emergency Repairs • Field Training
1976-2014	<u>CN Railroad</u> Signal Maintenance Manager 2004 – 2014 • Signal Maintenance, Design and Installation Responsibilities • Responsible for Classification Yard and Automated Flat Yard • Field Personnel Supervision • Work Schedules • Performed Employee Evaluations • Managed Daily Tasks of CN Railroad Work Groups • Setting up maintenance budgets • Implemented Training and Quality with Field Team Signal Foreman • Testing and Commissioning • Installation of Wayside signal • Installation of Highway Warning Systems • Assign duties and procedures for field crews to meet cutover schedules • Field Training on new equipment Signal Maintainer • Signal Maintenance – Control Points, Crossings & Wayside Detectors • Installation Responsibilities • Relay Testing • Interlocking Tests & Inspections • Track Circuit Tests and Adjustments • Field Training
Education - Organizations	<u>CN Railroad</u> - <u>Signal School – Signal Concepts</u> - <u>Continued Training – Leadership, Railroad Technology & Systems</u>

RailWorks Signals & Communications (RSC)

Ramsey County

Union Depot Signal Maintenance

RRA0000001385

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RAILWORKS INTRODUCTION

COMPANY BACKGROUND

RailWorks Corporation and its entities; RailWorks Signals & Communications, RailWorks Track Services, RailWorks Track Systems, L.K. Comstock and PNR RailWorks are wholly owned subsidiaries of RailWorks Corporation. RailWorks Corporation is North America's leading provider of Track and Transit Systems construction and maintenance services. Originally incorporated in 1998, RailWorks provides mainline, siding and yard track construction and maintenance, including tie and rail replacement, surfacing, welding and turnout construction and many other railroad track construction contractor services.

RailWorks Signals & Communications (RSC), provides a range of PTC system installation, wayside signal system construction, communication system installation, material integration, project management, quality assurance, compliance inspection, in-service testing, and related railroad contractor services to industries served by rail, transit lines, commuter rail lines, freight rail, and railroads of all sizes.

RailWorks Track Systems provides track installation and maintenance services for commuter rail lines, freight rail and private industries.

In 2017, *ENR* magazine ranked RailWorks #130 on its 400 Top Contractors list.

The map (Figure 1) on the next page illustrates RailWorks' broad geographic footprint to meet the needs of railroad construction customers across North America. RailWorks has an exceptional ability to inter-mingle resources across its subsidiaries to satisfy the needs any given project. RailWorks can and will describe and execute an approach that will demonstrate the highest expertise and quality available in our industry.

SAFETY

Safety is not a program, slogan or buzzword at RailWorks. It's simply how we conduct business, from executive management to frontline labor. RailWorks has a safety culture that integrates safety into all our work processes. All RailWorks employees are trained in personal safety, individual railroad operating rules, and function/equipment-specific tasks. We are committed to working accident and injury free and back that up with on-going training and daily briefings at all job sites, including specific FRA and Class I, Industrial Site-Specific and Authority Worker Training.

Association Memberships:

- AAR – Association of American Railroads
- AREMA – American Railroad Engineering & Maintenance Association
- REMSA – Railway Engineering-Maintenance Suppliers Association
- RSSI – Railway Systems Suppliers Inc.
- ASLRRA – American Short Line Railroad Association
- NAMRC – North American Maintenance Railway Club
- NRC – National Railroad Construction & Maintenance Association
- WCRNA – Western Canada Rail Network Association
- CARS – Canadian Association of Railway Suppliers
- RAC – Railway Association of Canada
- Toronto Railway Club



PROJECT EXPERIENCE

Past customers include all Class I railroads in North America, Amtrak, State Departments of Transportation, transit agencies, commercial firms and industrial companies. RailWorks has successfully completed every project it has undertaken. It has never defaulted or failed to complete any project in our history. Our experience demonstrates our capabilities to:

- Provide insight on current railroad industry best practices, material and equipment availability through our active participation in rail associations locally, regionally, and nationwide.
- Provide value engineering and cost saving recommendations
- Deliver projects within schedule and budget requirements

RailWorks Signals & Communications (RSC) extensive project experience includes the Central Florida Commuter Rail (Sun Rail), CN PTC system installation, Amtrak Michigan West CBTC, BNSF Railway Florida East Coast, Denton county Transit Authority and Cap Metro, among others. Through a network of regional and field offices in 15 states and four Canadian provinces, RailWorks provides a complete range of track, signal, and communication construction, maintenance, rehabilitation, and installation services to transit agencies, commuter rail operators, Class I railroads, Short Line railroads, and industrial facilities across North America. Additionally, RSC specializes in the installation, testing, commissioning, and maintenance of all wayside train control signals, PTC, interlocking, control points, and wayside detector. In recent years, in addition to successfully completing three Positive Train Control projects, we have managed the installation and/or self-performed the installation work of more than \$25M worth of signal projects for Owners such as FDOT, CFCR, Amtrak, Canadian National Railroad, Bechtel, NC DOT, and Rail America.

FEATURED PROJECTS

- 1.1.1 Central Florida Commuter Rail System (Sun Rail)**
- 1.1.2 Amtrak PTC Installation**
- 1.1.3 Former Wisconsin Central Line Signal Upgrade**
- 1.1.4 Denton County Transit Authority (DCTA)**
- 1.1.5 CN Minntac, Mesabi, Waukesha, Iron Range, Superior and Rainey Subdivision PTC Signal Upgrades**
- 1.1.6 All-Aboard Florida/ Alstom Signaling – E-ATC Testing**
- 1.1.7 Canadian National Railroad (CN) Memphis to Chicago PTC Construction Project**
- 1.1.8 BNSF Williston & Pillsbury Wayside Installs**
- 1.1.9 All Aboard Florida Early Station Work**

Project Controls – Safety and Quality

1.1.10 Safety Education and Training Programs

RailWorks trains its employees per relevant Federal (OSHA, FRA, DOT and MSHA), State, Client and RailWorks training requirements. This training is conducted by certified 3rd Party, Client, and RailWorks Safety Professionals (15 members). Training certifications/qualifications are tracked and maintained at the office, regional and corporate (through JD Edwards software) levels to ensure compliance.

The following is a general outline of the specific employee training programs provided by RailWorks. Please note that some training programs are only provided to employees based on the specific work that they perform.

- Safety Orientation Video
- RailWorks Internal Roadway Worker Protection Training (CFR 214.343 & 214.345)
 - RailWorks employees also receive RWP training and certification to work on specific Class 1 and other railroads as required.
- Defensive Driving, Vehicle / Trip Inspections, Cargo Securement, Accident Protocol
- Commercial Driver Training – covering DOT Hours of Service and Driver Log requirements, basic driver qualifications, driver wellness, and whistleblower protection.
- OSHA 10:
 - Intro to OSHA - Electrical (Power line safety and Lock out/tag out)
 - Fall Protection
 - Struck By (including working near equipment)
 - Caught Between (Pinch Points)
 - PPE
 - Health Hazards (HAZCOM/Silica/Respirators/Noise)
 - Hand & Power Tools
 - Ladder & Stairway Safety
 - Scaffolds
 - Material Handling (Proper Lifting)
- Confined Space (as applicable)
- Excavations (as applicable)
- OSHA 30 (for HSE Professionals and Supervisors)
- Job Safety Analysis
- Emergency & Disaster prep
- Fire Prevention/Fire Watch/Fire Extinguishers/Hotwork
- Watchmen/Lookout (CFR 214.349) (as applicable)
- Flagging (CFR 214.351) (as applicable)
- Track Maintenance / Inspection (CFR 213) (as applicable to maintenance activities)
- CWR Inspection/Installation (CFR 213) (as applicable to maintenance activities)
- Lone Worker (CFR 214)
- Providing On-Track Safety (CFR 214) (Supervisors)
- Operating Roadway Maintenance Machines - General (CFR 214)
- Operating Roadway Maintenance Machines equipped with Cranes (CFR 214)
- First Aid / CPR / AED (HSE professionals and Supervisors)

Testing and Inspection of the System

1.1.11 Quality Process and Required Tests & Inspections

Our quality process is designed to ensure a reliable signal system as well as teach our work force to pay attention to detail. As such, it is a continuous inspection routine that utilizes all of our on-site personnel and takes place constantly as our signalmen perform all other routine maintenance and trouble calls. This program includes the continued inspection of the following;

Quality Inspection Process –

Circuit Plans:

- Circuit plans are legible
- Circuit plans are up to date
- Circuit plans do not have more than one colored change documented

Quality Inspection Process -

Equipment:

- Ensure electrical connections are tight and secure
- Voltages are adjusted and tested to manufacture specifications
- Wire and Cable sizing tested and meets manufacture specifications
- Track circuits maintained and adjusted to FRA/RSC requirements
- Switch components maintained and adjusted to FRA requirements
- Signals inspected and tested to ensure proper functioning

Quality Inspection Process - Control Points:

- Route locking tested and ensures devices functioning properly
- Indication locking tested and ensures devices functioning properly
- Time locking tested and ensures devices functioning properly
- Battery backup is load tested and meets required equipment capacity
- Track circuits adjusted to detect train movement and functioning properly
- Insulated Joints tested and maintained to standards
- Signal lamp voltages tested and adjusted to specifications
- Signal lamp units focused and maintained for clear visibility to train crews

Quality Inspection Process – Wayside Signals

- Battery backup is load tested and meets required equipment capacity
- Track circuits adjusted to detect train movement and functioning properly
- Insulated Joints tested and maintained to standards
- Signal lamp voltages tested and adjusted to specifications
- Signal lamp units focused and maintained for clear visibility to train crews

Quality Inspection Process – Switches (Power & Hand)

- Check bolts and slide bars for wear and excessive movement
- Inspect and test electrical contact wipe and pressure
- Inspect intermediate and main gear wear
- Inspect latch out device on paw arm and cam rotation for wear and adjustment

- Inspect side bearings and rollers for wear and adjustment
- Check gear timing of machine for proper throw and cam rotation
- Inspect vertical/horizontal switch rods for proper point to stock rail alignment and pressure

All FRA required tests and inspections will be documented by the employee(s) performing the work and filed for compliance. Written reports are also generated as needed for review. Tests and inspections required will be completed on paper copy test forms provided by customer.

Regularly scheduled tests and inspections include:

- Power Switch Machine – 30 day switch obstruction test and inspection
- Power Switch Machine – 90 day switch circuit controller test and inspection
- Power Switch Machine – 90 day switch overload test and inspection
- Power Switch Machine – 180 day switch clutch test and inspection
- Switch controllers – 90 day contact test and inspection
- Switch fouling & bonding (Control Point) – 30 day inspection / 90 day test
- Switch fouling & bonding (Hand Operated) – 90 day test and inspection
- Insulated Joints (Control Points) – 30 day inspection / 90 day test
- Insulated Joints (Intermediate Signals) – 90 day test and inspection
- Insulated Joints (Hand Throw Switches) – 90 day test and inspection
- Battery voltage & capacity – 90 test and inspection (Wayside Signals)
- Battery voltage & capacity – 90 test and inspection (Wayside Equipment)
- Wayside Color Light Signals – semiannual signal light units test and inspection
- Wayside Color Light Signals – semiannual junction box/wire connections test and inspections
- Control Point – two year route locking test and inspection
- Control Point – two year indication locking test and inspection
- Control Point – two year time locking test and inspection
- Control Point – two year approach locking test and inspection
- Control Point – two year time locking test and inspection
- Control Point – annual vital timer test and inspection
- Electric Lock Switches – annual vital timer test and inspections
- Polar Relays – two year test and inspection
- Neutral Relays – four year test and inspection
- Underground Cable – ten year test and inspection
- Grounding – 30 day visual inspection / annual testing
- Lightning Protection – 30 day visual inspection / annual testing
- Circuit Plans up to date and not more than one change reflected
- Circuit Plans are legible

Recommended Improvement Program for the Signal System:

RSC understands it is very important to have emergency protection equipment on hand or readily available. We will work with the customer to develop a list of spare parts to be on hand.

Attachment C

Railworks Signals and Communications, Inc. Rates

Personal rates:

2019 Hourly Rates

Position	Unit	Rate
Senior Test Engineer	Hourly	\$154.83
Project Manager	Hourly	\$150.19
General Supervisor	Hourly	\$142.87
Senior Signal Engineer	Hourly	\$151.87
Test Engineer	Hourly	\$138.78
Cable Locating Technician	Hourly	\$127.27
Signal Foreman	Hourly	\$94.60
Signal Technician	Hourly	\$127.27
Signalman	Hourly	\$87.90
Equipment Operator	Hourly	\$92.39

*Mobilization and demobilization of personnel will be charged at the hourly rate.

Attachment C

Monthly Maintenance Rates (*Rates escalate by 4% a year):

<u>Year</u>	<u>MONTHLY PMT.</u>	<u>YEARLY PMT.</u>
2019	\$ 9,517.03	\$ 114,204.36
2020	\$ 9,897.71	\$ 118,772.52
2021	\$ 10,293.62	\$ 123,523.44
2022	\$ 10,705.37	\$ 128,464.44
2023	\$ 11,133.59	\$ 133,603.08
		\$ 618,567.84

Attachment D

Contractors Insurance Requirements

1. DEFINITIONS

In these Insurance Requirements, "RCRRA" shall mean Ramsey County Regional Railroad Authority, "Railroad" or "Amtrak" shall mean National Railroad Passenger Corporation "Contractor" shall mean the party providing construction, track maintenance and demolition services on, over, under or adjacent to the railroad tracks, as well as its officers, employees, agents, servants, contractors, subcontractors, or any other person acting for or by permission of Contractor. "Operations" shall mean activities of or work performed by Contractor. .

2. INSURANCE

Contractor shall procure and maintain, at its sole cost and expense, the types of insurance specified below. Contractor shall evidence such coverage by submitting to RCRRA and Amtrak the original Railroad Protective Liability Policy and certificates of insurance evidencing the other required insurance, prior to commencement of Operations. In addition, Contractor agrees to provide certified copies of the insurance policies for the required insurance within 30 days of RCRRA's and/or Amtrak's written request. All insurance shall be procured from insurers authorized to do business in the jurisdiction(s) where the Operations are to be performed. Contractor shall require all subcontractors to carry the insurance required herein or Contractor may, at its option, provide the coverage for any or all subcontractors provided the evidence of insurance submitted by Contractor to RCRRA or Amtrak so stipulates. The insurance shall provide for thirty (30) days prior written notice to RCRRA and Amtrak in the event coverage is substantially changed, canceled or non-renewed. All insurance shall remain in force until all Operations are satisfactorily completed (unless otherwise noted below), all Contractor personnel and equipment have been removed from Railroad property, and any work has been formally accepted. Contractor may provide for the insurance coverages with such deductibles or retained amounts as RCRRA or Amtrak may approve from time to time, except, however, that Contractor shall, at its sole expense, pay for all claims and damages which fall within such deductible or retained amount on the same basis as if there were full commercial insurance in force in compliance with these requirements. Contractor's failure to comply with the insurance requirements set forth herein shall constitute a violation of the Agreement.

1. **Workers' Compensation Insurance** complying with the requirements of the statutes of the jurisdiction(s) in which the Operations will be performed, covering all employees of Contractor. Employer's Liability coverage with limits of not less than \$1 million each accident or illness shall be included.

If the contractor is considered to be a railroad, then the contractor should provide evidence of Federal Employers Liability Act (FELA) with limits of not less than \$10 million.

2. **Commercial General Liability (CGL) Insurance** covering liability of Contractor with respect to all operations to be performed and all obligations assumed by Contractor under the terms of the Agreement. Products-completed operations, independent contractors and contractual liability coverages are to be included, with the contractual exclusion related to construction/demolition activity within fifty (50) feet of the railroad deleted and no exclusions for Explosion/Collapse/ Underground (X-C-U) applicable or added.

The policy shall name RCRRA and National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed. In addition, the policy shall include an ISO endorsement Form CG 24 17 10 01 or its equivalent providing contractual liability coverage for railroads listed as additional insureds. Coverage for such additional insureds shall be primary and non-contributory with respect to any other insurance the additional insureds may carry.

Coverage under this policy shall have limits of liability of not less than \$2 million each occurrence, combined single limit, for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability. Such coverage may be provided by a combination of a primary CGL policy and a following form excess or umbrella liability policy.

3. **Automobile Liability Insurance** covering the liability of Contractor arising out of the use of any vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated, and which are not covered under Contractor's CGL insurance. The policy shall name RCRRA and National Railroad

Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed. Coverage under this policy shall have limits of liability of not less than \$1 million each occurrence, combined single limit, for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

In the event Contractor or any subcontractor will be transporting and/or disposing of any hazardous material or waste off of the jobsite, a MCS-90 Endorsement is to be added to this policy and the limits of liability are to be increased to \$5 million each occurrence.

4. Railroad Protective Liability (RRP) Insurance covering the Operations performed by Contractor or any subcontractor within fifty (50) feet vertically or horizontally of railroad tracks. The current ISO Occurrence Form (claims-made forms are unacceptable) in the name of Ramsey County Regional Railroad Authority and National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue) shall have limits of liability of not less than \$2 million each occurrence, combined single limit, for Coverages A and B, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. A \$6 million annual aggregate shall apply. Additionally, Policy Endorsement CG 28 31 - Pollution Exclusion Amendment, is required to be endorsed onto the policy. Further, "Physical Damage to Property" as defined in the policy is to be deleted and replaced by the following endorsement:

"It is agreed that 'Physical Damage to Property' means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control."

The original RRP Liability Insurance Policy must be submitted to RCRRA and Amtrak prior to commencement of Operations.

5. All Risk Property Insurance covering damage to or loss of all remaining personal property of Contractor, its contractors and subcontractors used during Operations including, but not limited to, tools, equipment, construction trailers and their contents and temporary scaffolding at the project site, whether owned, leased, rented or borrowed for the full replacement cost value. Insurance policies of Contractor, its contractors and

subcontractors, covering tools, equipment and other personal property will include a waiver of subrogation and any other rights of recovery in favor of RCRRA, Amtrak and Contractor.

6. Contractor's Pollution Liability Insurance covering the liability of Contractor arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense, that arise from the Operations of Contractor, with RCRRA, National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue named as additional insureds. Coverage under this policy shall have limits of liability of not less than \$2 million each occurrence. The coverage shall be maintained during the term of the project, and for at least two (2) years following RCRRA's and Amtrak's acceptance of the completion of all Operations to be performed.

7. Pollution Legal Liability Insurance is required if any hazardous material or waste is to be transported or disposed of off of the jobsite. Contractor, its subcontractor or transporter, as well as the disposal site operator, shall maintain this insurance. Contractor shall designate the disposal site, and must provide a certificate of insurance from the disposal facility to RCRRA and Amtrak. The policy shall name RCRRA and National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds, with limits of liability of not less than \$2 million per claim.

Further, any additional insurance coverages, permits, licenses and other forms of documentation required by the United States Department of Transportation, the Environmental Protection Agency and/or related state and local laws, rules and regulations shall be obtained by Contractor.

8. Professional Liability Insurance covering the liability of Contractor for any and all errors or omissions committed by Contractor in the performance of the Operations, regardless of the type of damages. The coverage shall be maintained during the term of the Operations, and for at least three (3) years following completion thereof. The policy shall have a retroactive date that precedes any design work on the project and shall have

limits of liability of not less than **\$2 million** per claim and **\$2 million** in the annual aggregate.

If Contractor is not performing professional design or engineering services, Contractor may elect to satisfy this requirement through the addition of endorsement CG2279 "Incidental Professional Liability" to its CGL policy.

9. Waiver of Subrogation As to all insurance policies required herein, Contractor waives all rights of recovery, and its insurers must waive all rights of subrogation of damages against RCRRA, Amtrak, and their agents, officers, directors, and employees. The waiver must be stated on the certificate of insurance.

10. Punitive Damages Unless prohibited by law, no liability insurance policies required above shall contain exclusion for punitive or exemplary damages.

11. Claims-Made Insurance If any liability insurance specified above shall be provided on a claims-made basis then, in addition to coverage requirements above, such policy shall provide that:

- a. The retroactive date shall coincide with or precede Contractor's start of Operations (including subsequent policies purchased as renewals or replacements);
- b. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;
- c. Contractor will use its best efforts to maintain similar insurance under the same terms and conditions that describe each type of policy listed above (e.g., CGL, Professional Liability) for at least three (3) years following completion of the Operations; and
- d. If insurance is terminated for any reason, Contractor will purchase an extended reporting provision of at least six (6) years to report claims arising from Operations.

12. Evidence of Insurance Contractor shall furnish evidence of insurance as specified above at least fifteen (15) days prior to commencing Operations. Prior to the cancellation,

renewal, or expiration of any insurance policy specified above, Contractor shall furnish evidence of insurance replacing the cancelled or expired policies. THESE DOCUMENTS SHALL INCLUDE A DESCRIPTION OF THE PROJECT AND THE LOCATION ALONG THE RAILROAD RIGHT-OF-WAY (typically given by milepost designation) IN ORDER TO FACILITATE PROCESSING. The fifteen (15) day advance notice of coverage may be waived by Amtrak in situations where such waiver will benefit Amtrak, but under no circumstances will Contractor begin Operations without providing satisfactory evidence of insurance as approved by Amtrak. Such evidence of insurance coverage shall be sent to:

Ramsey County Regional Railroad Authority Director I&C Projects
Union Depot, Suite 200 National Railroad Passenger Corporation
214 Fourth Street E 30th Street Station, Mail Box 64
St. Paul, MN 55101 Philadelphia, PA 19104-2817

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Public Works

R2018-46

Committee: Regional Railroad Authority

Meeting Date: 12/18/2018

SUBJECT: Agreement with Railworks Track Systems, Inc. for Union Depot Railroad Track Operations and Maintenance

REQUESTED ACTION

1. Approve the selection of and agreement with Railworks Track Systems, Inc., P.O. Box 959, 8485 West 210th Street, Lakeville, MN 55044, to provide track operations and maintenance services for the Union Depot Railroad, for the period of January 1, 2019 through December 31, 2021, with two one-year renewal options, in an amount not-to-exceed \$600,000.
2. Authorize the Chair to execute the agreement.
3. Authorize the County Manager to approve and execute amendments to renew the term of the agreement in accordance with the provisions of the agreement and all other terms and conditions remaining the same, in a form approved by the County Attorney's office.
4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has renovated the Union Depot in downtown Saint Paul into a multi-modal transit and transportation hub. The renovation included construction of railroad track, signal, and a passenger platform for the introduction of passenger rail service. The passenger rail service consists of Amtrak's Empire Builder, which serves the Twin Cities as it travels between Seattle/Portland and Chicago, as well as special trains that occasionally visit Union Depot.

The reintroduction of passenger train service to Union Depot required BNSF Railway, Canadian Pacific Railway and Union Pacific Railroad to make track improvements to their network and the RCRRA to install track at Union Depot. The track improvements are required to be operated and maintained in accordance with Federal Railroad Administration (FRA) regulations. The freight railroads are responsible for maintaining the improvements on their property. The RCRRA is responsible for maintaining the improvements on its property.

The improvements on RCRRA property, referred to as the "Union Depot Railroad", consist of Class 1 track located approximately between Jackson Street (west end) and the Division Street Wye (east end).

The track maintenance will entail track operations and maintenance services and roadway worker protection for the Union Depot Railroad (UDR).

On August 8, 2018, the RCRRA released a Request for Proposals for Union Depot Track Operations and Maintenance. Below is the competitive summary:

Agreement with Railworks Track Systems, Inc. for Union Depot Railroad Track Operations and M

Requests for Proposals (RFP) Title	Union Depot Track Maintenance
RFP Release Date	August 8, 2018
RFP Response Due Date	September 13, 2018
Number of Contractors Notified	108
Number of RFP Responses	1
Proposal Evaluation Committee	Ramsey County Public Works and AECOM (On-Call Engineering Consultant)
RFP Evaluation Criteria	Contractor qualifications, key personnel qualifications, project understanding and approach, and cost
Contractor Recommended	Railworks Track Systems

The evaluation team evaluated the proposal based on the criteria identified in the solicitation and is recommending Railworks Track Systems, Inc. to provide Union Depot track operations and maintenance. The Railworks Track Systems, Inc. team includes staff that previously worked on the Union Depot track operations and maintenance. Due to the previous work, Railworks Track Systems, Inc. staff are familiar with all aspects of Union Depot track.

The contract with Railworks Track Systems, Inc. will cover a three (3) year term, with two one-year renewal options, in an amount not-to-exceed \$600,000.

FISCAL IMPACT

Funding is available in the Union Depot operating budgets.

COUNTY MANAGER COMMENTS

Award of the contract for Union Depot Track Operations and Maintenance provides for the maintenance of the existing track system allowing passenger trains to serve Union Depot. Click on the link below for more information on Union Depot.

<https://www.uniondepot.org/>

PREVIOUS ACTION

On August 8, 2018, the Ramsey County Regional Railroad Authority authorized the Request for Proposals for Union Depot Track Operations and Maintenance (Resolution R2018-18).

ATTACHMENTS

1. Draft Resolution
2. Professional Services Agreement
3. Attachment A - Track
4. Attachment B - Track
5. Attachment C - Track

Draft Resolution

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

WHEREAS, Passenger rail service consists of Amtrak's Empire Builder, which serves Twin Cities as it travels between Seattle/Portland and Chicago, as well as special trains that occasionally visit Union Depot; and

WHEREAS, In addition to Union Depot Railroad track, passenger trains utilize BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad track to access the Union Depot; and

WHEREAS, The track needs to be operated and maintained in accordance with Federal Railroad Administration regulations by their respective owners; and

WHEREAS, Through Resolution R2018-18, The Ramsey County Regional Railroad Authority authorized the release of the Union Depot Railroad Track Operations and Maintenance Request for Proposals on August 8, 2018; and

WHEREAS, The Proposal Review Committee evaluated the proposal based on the criteria listed in the solicitation; and

WHEREAS, The Proposal Review Committee is recommending Railworks Track Systems, Inc. to provide track operations and maintenance for the Union Depot Railroad; and

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of and agreement with Railworks Track Systems, Inc., P.O. Box 959, 8485 West 210th Street, Lakeville, MN 55044, to provide track operations and maintenance services for the Union Depot Railroad, for the period of January 1, 2019 through December 31, 2021, with two one-year renewal options, in an amount not-to-exceed \$600,000.00; and Be It Further

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

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

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

Professional Services Agreement

This is an Agreement between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota, 214 4th Street East, Suite 200 Union Depot Saint Paul, MN 55101 ("RCRRA") and Railworks Track Systems, Inc., P O Box 959 8485 West 210th Street Lakeville, MN 55044, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The term of this Agreement shall be from January 01, 2019 through December 31, 2021 and may be renewed for up to two (2) additional one year period(s).

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

1.1.1.

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

2. Scope of Service

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

2.1.

The Contractor shall provide labor, materials, equipment and service for the inspection and maintenance of the Union Depot Railroad track system in accordance with RCRAA's Union Depot Track Maintenance Request for Proposals #RRA0000001384 dated August 8, 2018, incorporated herein by reference and made a part of this Agreement as **Attachment A**, and, Contractor's proposal dated September 13, 2018, attached and incorporated into this Agreement as Attachment B. Labor, materials, equipment and services shall include (a) routine inspection per Federal Railroad Administration (FRA) and Union Depot Railroad (UDR) standards; (b) repair and maintenance services; and (c) materials, all as stated in **Attachment A**.

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

2.2.

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

2.3.

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

2.4.

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

3. Schedule

The Contractor shall complete services no later than December 31, 2021.

4. Cost

4.1.

RCRRA shall pay the Contractor a not to exceed fee of \$ 600,000.00 over the life of the contract according to the agreed to rates.

4.2.

RCRRA shall pay the Contractor the following unit rates:

1. Routine inspections per FRA and Amtrak standards at a lump sum of \$9,046.00 per month.
2. Repair and Maintenance Services will be paid on a time and materials basis in accordance with the billing rates listed in **Attachment B Contractors Proposal** hereby attached and incorporated into this agreement.
3. Materials will be paid upon supplier's invoices with a maximum 10% mark-up in accordance with the estimates stated in the Material Inventory List and Estimated Cost in **Attachment B**.

4.2.1.

Additionally, RCRRA will reimburse the Contractor for the actual cost of out of pocket expenses incurred in the performance of services under this Agreement, up to a maximum not to exceed payment of \$25,000.00. Each invoice shall have attached to it receipts for expenses for which the Contractor is seeking reimbursement.

4.2.2.

The maximum not to exceed contract sum is \$600,000.00.

4.2.3.

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.

5. County Roles and Responsibilities

RCRRA shall provide the facilities, equipment and participants as identified in the Scope of Services, **Attachments A and B**.

6. General Contract/Agreement Terms and Conditions

6.1. Payment

6.1.1.

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

6.1.2.

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

6.1.3.

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

6.1.4.

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

6.2. Application for Payments

6.2.1.

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

6.2.2.

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

6.2.3.

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

6.2.4.

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

6.2.5.

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

6.2.6.

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

6.3. Independent Contractor

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

6.4. Successors, Subcontracting and Assignment

6.4.1.

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

6.4.2.

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

6.5. Data Practices

6.5.1.

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.

6.5.2.

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

6.5.3.

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

6.6. Security

6.6.1.

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.

6.6.2.

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.

6.6.3.

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.

6.6.4.

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.

6.6.5.

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.

6.7. 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.

6.8. Contractor's Insurance

For Contractor's Insurance Requirements, see Attachment C, which is incorporated into this Agreement.

6.9. 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.

6.10. 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:

Michael Rogers Transit Project Manager 214 4th Street East, Suite 200 Union Depot Saint Paul, MN 55101

Contractor:

Michael Rood Operations Manager - Central Region P O Box 959 9495 West 210th Street Lakeville, MN 55044

6.11. 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.

6.12. 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.

6.13. 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.

6.14. 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.

6.15. 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.

6.16. 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.

6.17. Termination

6.17.1.

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.

6.17.2.

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.

6.17.3.

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.

6.18. Interpretation of Agreement; Venue

6.18.1.

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.

6.18.2.

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.

6.19. 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.

6.20. Infringement

6.20.1.

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.

6.20.2.

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.

6.21. 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.

7. 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.

8. 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.

9. 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.

10. Special Contract Terms and Conditions

10.1. Prevailing Wage (Construction and Labor)

- 10.1.1. Contractors and all subcontractors of the Contractor shall conform to the labor laws of the State of Minnesota, Ramsey County Prevailing Wage Ordinance No. 2013-329, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which unions do not have jurisdiction.
- 10.1.2. The terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" as used in the contract, shall mean "prevailing wage rate" as defined in Minnesota Statutes §177.42.
- 10.1.3. Pursuant to Minnesota Statutes §§177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, all construction contracts funded in whole or in part by state funds are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all Contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.
- 10.1.4. Pursuant to the Ramsey County Prevailing Wage Ordinance No. 2013-329, the Prevailing Wage Rate must be paid under any contract with Ramsey County or under a subcontract to that contract with Ramsey County with an anticipated Project completion cost or anticipated Services contract value of over \$25,000.
- 10.1.5. Throughout the term of this Agreement, the Contractor shall submit Certified Payroll Records within 14 days of the end of a pay period and in accordance with the requirements of Ramsey County Prevailing Wage Ordinance No. 2013-329. Failure of the Contractor to submit the Certified Payroll Records in accordance with the Ordinance may result in criminal or civil enforcement by the County, including, but not limited to termination of the agreement for cause, withholding of payments, and assessment of liquidated damages

10.2. Protection of Persons and Property

- 10.2.1. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, County employees and other persons who may be affected; the Contractor's work and materials and equipment which are under the care, custody and control of the Contractor or any of the Contractor's subcontractors; and other property at the project site or adjacent thereto.
- 10.2.2. Unless otherwise directed by the County's Authorized Representative, the Contractor shall promptly remedy damage or loss to property caused in whole or in part by the

Contractor, its employees, officers, or subcontractor(s), or anyone directly employed by any of them, or by anyone for whose acts any of them may be liable.

10.3. Order of Governance

10.3.1. The Contract Documents consist of the following. If there is a conflict, the order of governance is as follows:

- a. This Professional Services Agreement and Attachment C
- b. Attachment A
- c. Attachment B

Attachment A

To the agreement by and between RCRRA and RailWorks Track Systems, Inc. dated as of _____, 2018.

Union Depot Track Maintenance Request for Proposals dated August 8, 2018, which is hereby incorporated for reference.

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

Attachment B



Cost Proposal for Track Operations and Maintenance Services

Date: September 13, 2018

Bidder

Firm: RailWorks Track Systems, Inc.

Address: 8485 W 210th Street

City: Lakeville State: MN Zip Code: 55044

Bidder Contact Information: Michael Rood 952-463-5849 MRood@RailWorks.com

Items:

- | | | |
|---|-------------|--------------------|
| 1. Contractor Transition | Lump Sum | <u>\$ 9,570.00</u> |
| 2. Routine Inspections | Monthly Fee | <u>\$ 9,046.00</u> |
| 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: 

Attachment B

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

NAME:

Michael J. Rood

TITLE:

Operations Manager

Attachment B



ADD 3.5% PER YEAR TO THE
PRESCRIBED RATES FOR THE
TERM OF CONTRACT WITH
RCRRA STARTING 2019***

505-Track Systems Central

2018 Billing Rates

RAILWORKS TRACK SYSTEMS-Minnesota
8485 West 210th Street PO Box 959
Lakeville, Minnesota 55044
Phone: 952-469-4907
Fax: 952-469-1926

RAILWORKS TRACK SYSTEMS -Wisconsin
1871 Cofrin Drive
Green Bay, Wisconsin 54302
Phone: 920-465-0812
Fax: 920-465-0838

RAILWORKS TRACK SYSTEMS-Nebraska
336 Shuster Ranch Road
Fremont, Nebraska 68025
Phone: 402-727-4125
Fax: 402-727-0417

Labor Rate Schedule

Position	Standard	Overtime	Per Diem	Daily
Foreman	\$59.75	\$89.63	Foreman	\$130.00
Operator	\$46.50	\$69.75	Operator	\$120.00
Laborer	\$39.50	\$59.25	Laborer	\$100.00
Truck Driver	\$55.50	\$83.25	Truck Driver	\$130.00
Mechanic	\$55.50	\$83.25	Mechanic	\$130.00

Equipment	Hourly Rate	Equipment	Hourly Rate
Bobcat Skid Loader W/Forks, Bucket	\$42.00	Cribber/Adzer	\$95.00
420F Cat Backhoe Loader	\$52.00	Nordberg-Tie Spacer	\$45.00
920 Cat Loader W/Forks, Boom, Bucket	\$62.00	Nordberg-Spike Puller	\$35.00
926 Cat Loader W/Forks, Boom, Bucket	\$62.00	Nordco CX Spiker	\$95.00
930 Cat Loader W/Forks, Boom, Bucket	\$62.00	TR-10/TRIPP Tie Insert/removed	\$135.00
966 Cat Loader W/Forks, Bucket	\$82.00	925 Tie Remover/Insert	\$55.00
2400 Jackson Squeeze Tamper	\$85.00	Tie Crane	\$60.00
6700 Jackson Production Tamper	\$167.00	Air Compressors W/ wrench & drivers	\$22.00
Kershaw Ballast Regulator Model 46	\$82.50	Bolt Machine	\$20.00
Pettibone Speedswing	\$75.00	Welder	\$22.00
Hand Tools	\$17.00	Rail Grinder	\$50.00/Day
Utility Trailer	\$19.00	Pickup Truck	\$21.00
Pickup Truck (HyRail)	\$27.50	Utility Flatbed W/Boxes	\$42.00
S.A. 1-Ton Truck	\$27.50	Ballast/HyRail Dump Truck	\$75.00
HD Push Carts (6' X 12')	\$7.00	Mack Semi Truck W/Loading	\$90.00
HyRail Grapple Truck W/Magnet	\$85.00	Lowboy/Rail Deck	

- Materials:
- Materials will be invoiced at cost plus 10%
- Inventory materials will be invoiced at markup value.
- Material mobilization will be the same as aforementioned equipment mobilization

- Equipment rates are based on a four (4) hour minimum.
- Outside rented equipment (if used) will be invoiced at plus 10% markup
- Mobilization and De-mobilization costs are semi w/trailer & operator per aforementioned rates.
- Equipment being transported will not be charged.
- Vehicles driven will be invoiced, portal to portal

Attachment B

RATE SCHEDULE FOR LABOR RAILWORKS TRACK SYSTEMS, INC.
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2019 YEAR 1

POSITION	REGULAR TIME	OVERTIME
FOREMAN	\$77.25/HR	113.35/HR
OPERATOR	75.65/HR	110.95/HR
LABORER	67.75/HR	99.10/HR
TRUCK DRIVER	75.65/HR	110.95/HR
MECHANIC	75.65/HR	110.95/HR

2020 YEAR 2

POSITION	REGULAR TIME	OVERTIME
FOREMAN	\$78.25/HR	114.35/HR
OPERATOR	76.65/HR	111.95/HR
LABORER	68.75/HR	100.10/HR
TRUCK DRIVER	76.65/HR	111.95/HR
MECHANIC	76.65/HR	111.95/HR

2021 YEAR 3

POSITION	REGULAR TIME	OVERTIME
FOREMAN	\$79.25/HR	115.35/HR
OPERATOR	77.65/HR	112.95/HR
LABORER	69.75/HR	101.10/HR
TRUCK DRIVER	77.65/HR	112.95/HR
MECHANIC	77.65/HR	112.95/HR

2022 YEAR 4

POSITION	REGULAR TIME	OVERTIME
FOREMAN	\$80.25/HR	116.35/HR
OPERATOR	78.65/HR	113.95/HR
LABORER	70.75/HR	102.10/HR
TRUCK DRIVER	78.65/HR	113.95/HR
MECHANIC	78.65/HR	113.95/HR

2023 YEAR 5

POSITION	REGULAR TIME	OVERTIME
FOREMAN	\$81.25/HR	117.35/HR
OPERATOR	79.65/HR	114.95/HR
LABORER	71.75/HR	103.10/HR
TRUCK DRIVER	79.65/HR	114.95/HR
MECHANIC	79.65/HR	114.95/HR

EQUIPMENT BILLING RATES

RAILWORKS TRACK SYSTEMS, INC.

EQUIPMENT	2019 YEAR 1		2020 YEAR 2		2021 YEAR 3		2022 YEAR 4		2023 YEAR 5	
BOBCAT SKID LOADER W/FORKS, BUCKET	\$ 46.31	HR	\$ 48.31	HR	\$ 48.31	HR	\$ 50.31	HR	\$ 50.31	HR
910 CAT LOADER W/FORKS, BOOM, BUCKET	\$ 46.31	HR	\$ 48.31	HR	\$ 48.31	HR	\$ 50.31	HR	\$ 50.31	HR
920 CAT LOADER W/FORKS, BOOM, BUCKET	\$ 60.64	HR	\$ 62.64	HR	\$ 62.64	HR	\$ 64.64	HR	\$ 64.64	HR
926 CAT LOADER W/FORKS, BOOM, BUCKET	\$ 60.64	HR	\$ 62.64	HR	\$ 62.64	HR	\$ 64.64	HR	\$ 64.64	HR
930 CAT LOADER W/FORKS, BOOM, BUCKET	\$ 60.64	HR	\$ 62.64	HR	\$ 62.64	HR	\$ 64.64	HR	\$ 64.64	HR
966 CAT LOADER W/FORKS, BUCKET	\$ 82.69	HR	\$ 84.69	HR	\$ 84.69	HR	\$ 86.69	HR	\$ 86.69	HR
2400 JACKSON SQUEEZE TAMPER	\$ 93.71	HR	\$ 95.71	HR	\$ 95.71	HR	\$ 97.71	HR	\$ 97.71	HR
6700 JACKSON PRODUCTION TAMPER	\$ 184.12	HR	\$ 186.12	HR	\$ 186.12	HR	\$ 188.12	HR	\$ 188.12	HR
KERSHAW BALLAST REGULATOR MODEL 46	\$ 90.96	HR	\$ 92.96	HR	\$ 92.96	HR	\$ 94.96	HR	\$ 94.96	HR
PETTIBONE SPEEDSWING	\$ 82.69	HR	\$ 84.69	HR	\$ 84.69	HR	\$ 86.69	HR	\$ 86.69	HR
CRIBBER / ADZER	\$ 104.74	HR	\$ 106.74	HR	\$ 106.74	HR	\$ 108.74	HR	\$ 108.74	HR
NORDBERG-TIE SPACER	\$ 49.61	HR	\$ 51.61	HR	\$ 51.61	HR	\$ 53.61	HR	\$ 53.61	HR
NORDBERG-SPIKE PULLER	\$ 38.59	HR	\$ 40.59	HR	\$ 40.59	HR	\$ 42.59	HR	\$ 42.59	HR
NORDCO CX SPIKER	\$ 104.74	HR	\$ 106.74	HR	\$ 106.74	HR	\$ 108.74	HR	\$ 108.74	HR
TR1- / TR-10 TIE INSERTER / REMOVER	\$ 148.84	HR	\$ 150.84	HR	\$ 150.84	HR	\$ 152.84	HR	\$ 152.84	HR
925 TIE REMOVER / INSERTER	\$ 60.64	HR	\$ 62.64	HR	\$ 62.64	HR	\$ 64.64	HR	\$ 64.64	HR
TIE CRANE	\$ 66.15	HR	\$ 68.15	HR	\$ 68.15	HR	\$ 70.15	HR	\$ 70.15	HR
AIR COMPRESSORS WITH WRENCH & DRIVERS	\$ 24.26	HR	\$ 26.26	HR	\$ 26.26	HR	\$ 28.26	HR	\$ 28.26	HR
BOLT MACHINE	\$ 22.05	HR	\$ 24.05	HR	\$ 24.05	HR	\$ 26.05	HR	\$ 26.05	HR
WELDER	\$ 24.26	HR	\$ 26.26	HR	\$ 26.26	HR	\$ 28.26	HR	\$ 28.26	HR
RAIL GRINDER	\$ 55.13	DAY	\$ 57.13	DAY	\$ 57.13	DAY	\$ 59.13	DAY	\$ 59.13	DAY
PICKUP TRUCKS	\$ 23.15	HR	\$ 25.15	HR	\$ 25.15	HR	\$ 27.15	HR	\$ 27.15	HR
PICKUP TRUCKS (HYRAIL)	\$ 30.32	HR	\$ 32.32	HR	\$ 32.32	HR	\$ 34.32	HR	\$ 34.32	HR
S.A. 1-TON TRUCK	\$ 30.32	HR	\$ 32.32	HR	\$ 32.32	HR	\$ 34.32	HR	\$ 34.32	HR
UTILITY TRUCK-FLATBED WITH BOXES (04123 / 04124, 04126, ETC)	\$ 46.31	HR	\$ 48.31	HR	\$ 48.31	HR	\$ 50.31	HR	\$ 50.31	HR
BALLAST / HYRAIL DUMP TRUCK	\$ 82.69	HR	\$ 84.69	HR	\$ 84.69	HR	\$ 86.69	HR	\$ 86.69	HR
MACK SEMI TRUCK WITH LOADKING LOWBOY / RAIL DECK	\$ 99.23	HR	\$ 101.23	HR	\$ 101.23	HR	\$ 103.23	HR	\$ 103.23	HR
LOGGING TRUCK WITH MAGNET	\$ 82.69	HR	\$ 84.69	HR	\$ 84.69	HR	\$ 86.69	HR	\$ 86.69	HR
HAND TOOLS	\$ 18.74	HR	\$ 20.74	HR	\$ 20.74	HR	\$ 22.74	HR	\$ 22.74	HR
UTILITY TRAILER	\$ 20.95	HR	\$ 22.95	HR	\$ 22.95	HR	\$ 24.95	HR	\$ 24.95	HR

Attachment B



RailWorks Track Systems, Inc.
8485 210 West Street
Lakeville, MN 55044

952.469.4907 | Fax: 952.469.1926

PROPOSED MATERIAL INVENTORY LIST AND ESTIMATED COST

- 136RE 6-HOLE JOINT BARS: \$130.00/PAIR
- 39 FOOT 136RE RAIL: \$1,125.00/PAIR
- TRACK SPIKES: \$95.00/ 100# KEG
- TRACK BOLTS/NUTS/WASHERS: \$6.50/EA
- 136RE SWITCH POINTS: \$7,800.00/EA
- E-CLIP FASTENERS: \$7.00/EA
- RAIL ANCHORS: \$4.50/EA
- GRADE 5 CROSS TIE: \$85.00/EA
- TIE PLATES: \$24.00/EA

Attachment B



RailWorks Track Systems, Inc.
8485 210 West Street
Lakeville, MN 55044

952.469.4907 | Fax: 952.469.1926

RECOMMENDED REPAIRS/MAINTENANCE AND ESTIMATED COST

2019 YEAR 1: RAIL FLAW DETECTION - \$18,000.00
WEED CONTROL - \$ TBD (RAMSEY COUNTY TO PERFORM WITH RAILWORKS FLAGGING ASSISTANCE)

2020 YEAR 2: RAIL FLAW DETECTION - \$18,000.00
WEED CONTROL - \$ TBD (RAMSEY COUNTY TO PERFORM WITH RAILWORKS FLAGGING ASSISTANCE)
SURFACING & BALLAST INSTALLATION - \$28,500.00

2021 YEAR 3: RAIL FLAW DETECTION - \$18,000.00
WEED CONTROL - \$ TBD (RAMSEY COUNTY TO PERFORM WITH RAILWORKS FLAGGING ASSISTANCE)

2022 YEAR 4: RAIL FLAW DETECTION - \$18,000.00
WEED CONTROL - \$ TBD (RAMSEY COUNTY TO PERFORM WITH RAILWORKS FLAGGING ASSISTANCE)
SWITCH POINT & FROG GRINDING - \$15,000.00

2023 YEAR 5: RAIL FLAW DETECTION - \$18,000.00
WEED CONTROL - \$ TBD (RAMSEY COUNTY TO PERFORM WITH RAILWORKS FLAGGING ASSISTANCE)
SPOT TIE REPLACEMENT & SURFACING - \$96,500.00

FORMAL QUOTES TO BE PROVIDED PRIOR TO WORK BEING AUTHORIZED AND/OR PERFORMED FOR THE ABOVE MENTIONED RECOMMENDED WORK SCHEDULE.

Attachment C

Contractors Insurance Requirements

1. DEFINITIONS

In these Insurance Requirements, "RCRRA" shall mean Ramsey County Regional Railroad Authority, "Railroad" or "Amtrak" shall mean National Railroad Passenger Corporation "Contractor" shall mean the party providing construction, track maintenance and demolition services on, over, under or adjacent to the railroad tracks, as well as its officers, employees, agents, servants, contractors, subcontractors, or any other person acting for or by permission of Contractor. "Operations" shall mean activities of or work performed by Contractor. .

2. INSURANCE

Contractor shall procure and maintain, at its sole cost and expense, the types of insurance specified below. Contractor shall evidence such coverage by submitting to RCRRA and Amtrak the original Railroad Protective Liability Policy and certificates of insurance evidencing the other required insurance, prior to commencement of Operations. In addition, Contractor agrees to provide certified copies of the insurance policies for the required insurance within 30 days of RCRRA's and/or Amtrak's written request. All insurance shall be procured from insurers authorized to do business in the jurisdiction(s) where the Operations are to be performed. Contractor shall require all subcontractors to carry the insurance required herein or Contractor may, at its option, provide the coverage for any or all subcontractors provided the evidence of insurance submitted by Contractor to RCRRA or Amtrak so stipulates. The insurance shall provide for thirty (30) days prior written notice to RCRRA and Amtrak in the event coverage is substantially changed, canceled or non-renewed. All insurance shall remain in force until all Operations are satisfactorily completed (unless otherwise noted below), all Contractor personnel and equipment have been removed from Railroad property, and any work has been formally accepted. Contractor may provide for the insurance coverages with such deductibles or retained amounts as RCRRA or Amtrak may approve from time to time, except, however, that Contractor shall, at its sole expense, pay for all claims and damages which fall within such deductible or retained amount on the same basis as if there were full commercial insurance in force in compliance with these requirements. Contractor's failure to comply with the insurance requirements set forth herein shall constitute a violation of the Agreement.

1. **Workers' Compensation Insurance** complying with the requirements of the statutes of the jurisdiction(s) in which the Operations will be performed, covering all employees of Contractor. Employer's Liability coverage with limits of not less than \$1 million each accident or illness shall be included.

If the contractor is considered to be a railroad, then the contractor should provide evidence of Federal Employers Liability Act (FELA) with limits of not less than \$10 million.

2. **Commercial General Liability (CGL) Insurance** covering liability of Contractor with respect to all operations to be performed and all obligations assumed by Contractor under the terms of the Agreement. Products-completed operations, independent contractors and contractual liability coverages are to be included, with the contractual exclusion related to construction/demolition activity within fifty (50) feet of the railroad deleted and no exclusions for Explosion/Collapse/ Underground (X-C-U) applicable or added.

The policy shall name RCRRA and National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed. In addition, the policy shall include an ISO endorsement Form CG 24 17 10 01 or its equivalent providing contractual liability coverage for railroads listed as additional insureds. Coverage for such additional insureds shall be primary and non-contributory with respect to any other insurance the additional insureds may carry.

Coverage under this policy shall have limits of liability of not less than \$2 million each occurrence, combined single limit, for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability. Such coverage may be provided by a combination of a primary CGL policy and a following form excess or umbrella liability policy.

3. **Automobile Liability Insurance** covering the liability of Contractor arising out of the use of any vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated, and which are not covered under Contractor's CGL insurance. The policy shall name RCRRA and National Railroad

Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed. Coverage under this policy shall have limits of liability of not less than \$1 million each occurrence, combined single limit, for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

In the event Contractor or any subcontractor will be transporting and/or disposing of any hazardous material or waste off of the jobsite, a MCS-90 Endorsement is to be added to this policy and the limits of liability are to be increased to \$5 million each occurrence.

4. Railroad Protective Liability (RRP) Insurance covering the Operations performed by Contractor or any subcontractor within fifty (50) feet vertically or horizontally of railroad tracks. The current ISO Occurrence Form (claims-made forms are unacceptable) in the name of Ramsey County Regional Railroad Authority and National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue) shall have limits of liability of not less than \$2 million each occurrence, combined single limit, for Coverages A and B, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. A \$6 million annual aggregate shall apply. Additionally, Policy Endorsement CG 28 31 - Pollution Exclusion Amendment, is required to be endorsed onto the policy. Further, "Physical Damage to Property" as defined in the policy is to be deleted and replaced by the following endorsement:

"It is agreed that 'Physical Damage to Property' means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control."

The original RRP Liability Insurance Policy must be submitted to RCRRA and Amtrak prior to commencement of Operations.

5. All Risk Property Insurance covering damage to or loss of all remaining personal property of Contractor, its contractors and subcontractors used during Operations including, but not limited to, tools, equipment, construction trailers and their contents and temporary scaffolding at the project site, whether owned, leased, rented or borrowed for the full replacement cost value. Insurance policies of Contractor, its contractors and

subcontractors, covering tools, equipment and other personal property will include a waiver of subrogation and any other rights of recovery in favor of RCRRRA, Amtrak and Contractor.

6. Contractor's Pollution Liability Insurance covering the liability of Contractor arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense, that arise from the Operations of Contractor, with RCRRRA, National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue named as additional insureds. Coverage under this policy shall have limits of liability of not less than \$2 million each occurrence. The coverage shall be maintained during the term of the project, and for at least two (2) years following RCRRRA's and Amtrak's acceptance of the completion of all Operations to be performed.

7. Pollution Legal Liability Insurance is required if any hazardous material or waste is to be transported or disposed of off of the jobsite. Contractor, its subcontractor or transporter, as well as the disposal site operator, shall maintain this insurance. Contractor shall designate the disposal site, and must provide a certificate of insurance from the disposal facility to RCRRRA and Amtrak. The policy shall name RCRRRA and National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds, with limits of liability of not less than \$2 million per claim.

Further, any additional insurance coverages, permits, licenses and other forms of documentation required by the United States Department of Transportation, the Environmental Protection Agency and/or related state and local laws, rules and regulations shall be obtained by Contractor.

8. Professional Liability Insurance covering the liability of Contractor for any and all errors or omissions committed by Contractor in the performance of the Operations, regardless of the type of damages. The coverage shall be maintained during the term of the Operations, and for at least three (3) years following completion thereof. The policy shall have a retroactive date that precedes any design work on the project and shall have

limits of liability of not less than \$2 million per claim and \$2 million in the annual aggregate.

If Contractor is not performing professional design or engineering services, Contractor may elect to satisfy this requirement through the addition of endorsement CG2279 "Incidental Professional Liability" to its CGL policy.

9. Waiver of Subrogation As to all insurance policies required herein, Contractor waives all rights of recovery, and its insurers must waive all rights of subrogation of damages against RCRRA, Amtrak, and their agents, officers, directors, and employees. The waiver must be stated on the certificate of insurance.

10. Punitive Damages Unless prohibited by law, no liability insurance policies required above shall contain exclusion for punitive or exemplary damages.

11. Claims-Made Insurance If any liability insurance specified above shall be provided on a claims-made basis then, in addition to coverage requirements above, such policy shall provide that:

- a. The retroactive date shall coincide with or precede Contractor's start of Operations (including subsequent policies purchased as renewals or replacements);
- b. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;
- c. Contractor will use its best efforts to maintain similar insurance under the same terms and conditions that describe each type of policy listed above (e.g., CGL, Professional Liability) for at least three (3) years following completion of the Operations; and
- d. If insurance is terminated for any reason, Contractor will purchase an extended reporting provision of at least six (6) years to report claims arising from Operations.

12. Evidence of Insurance Contractor shall furnish evidence of insurance as specified above at least fifteen (15) days prior to commencing Operations. Prior to the cancellation,

renewal, or expiration of any insurance policy specified above, Contractor shall furnish evidence of insurance replacing the cancelled or expired policies. THESE DOCUMENTS SHALL INCLUDE A DESCRIPTION OF THE PROJECT AND THE LOCATION ALONG THE RAILROAD RIGHT-OF-WAY (typically given by milepost designation) IN ORDER TO FACILITATE PROCESSING. The fifteen (15) day advance notice of coverage may be waived by Amtrak in situations where such waiver will benefit Amtrak, but under no circumstances will Contractor begin Operations without providing satisfactory evidence of insurance as approved by Amtrak. Such evidence of insurance coverage shall be sent to:

Ramsey County Regional Railroad Authority Director I&C Projects
Union Depot, Suite 200 National Railroad Passenger Corporation
214 Fourth Street E 30th Street Station, Mail Box 64
St. Paul, MN 55101 Philadelphia, PA 19104-2817