



Regional Railroad Authority Agenda

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

June 6, 2023 - 9:50 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

1. **Agenda of June 6, 2023 is Presented for Approval** [2023-228](#)
Sponsors: County Manager's Office
Approve the agenda of June 6, 2023.
2. **Minutes from April 11, 2023 are Presented for Approval** [2023-220](#)
Sponsors: County Manager's Office
Approve the April 11, 2023 Minutes.

ADMINISTRATIVE ITEMS

3. **Revised Work Order #2 of the Master Partnership Contract 1050254 with Minnesota Department of Transportation** [2023-194](#)
Sponsors: Public Works
 1. Authorize the Chair to approve and execute the revised Work Order #2 of the Master Partnership Contract 1050254 with the Minnesota Department of Transportation for receipt of funds in the amount of \$185,046 for cost sharing of Phase I Historic Survey Work on the Riverview Corridor Modern Streetcar Project.
 2. Authorize the County Manager to enter into agreements, amendments to agreements, and execute change orders in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of project funding.
 3. Authorize the County Engineer or designee to execute change orders in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of project funding.

CORRIDOR UPDATES

ADJOURNMENT



Regional Railroad Authority

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2023-228

Meeting Date: 6/6/2023

Sponsor: County Manager's Office

Title

Agenda of June 6, 2023 is Presented for Approval

Recommendation

Approve the agenda of June 6, 2023.



Regional Railroad Authority

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2023-220

Meeting Date: 6/6/2023

Sponsor: County Manager's Office

Title

Minutes from April 11, 2023 are Presented for Approval

Recommendation

Approve the April 11, 2023 Minutes.

Attachments

1. April 11, 2023 Minutes.

Regional Railroad Authority

Minutes

April 11, 2023 - 10 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Regional Railroad Authority met in regular session at 9:46 a.m. with the following members present: Frethem, MatasCastillo, McGuire, Moran, Reinhardt and Chair Ortega. Also present were Ryan O'Connor, County Manager, and Amy Schmidt, Assistant County Attorney joined via Zoom.

ROLL CALL

This was approved.

1. Agenda of April 11, 2023 is Presented for Approval [2023-126](#)

Sponsors: County Manager's Office

Motion by Frethem, seconded by Xiong. Motion passed.

Aye: Frethem, MatasCastillo, McGuire, Moran, Ortega, Reinhardt, and Xiong

2. Minutes from February 21, 2023 are Presented for Approval [2023-127](#)

Sponsors: County Manager's Office

Motion by Xiong, seconded by Reinhardt. Motion passed.

Aye: Frethem, MatasCastillo, McGuire, Moran, Ortega, Reinhardt, and Xiong

ADMINISTRATIVE ITEMS

3. Grant Application to the Federal Railroad Administration for the Extension of Track 3 at Union Depot [2023-121](#)

Sponsors: Public Works

Motion by MatasCastillo, seconded by Reinhardt. Motion passed.

Aye: Frethem, MatasCastillo, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: R2023-008

CORRIDOR UPDATES

Discussion can be found on archived video.

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 9:51 a.m.

Regional Railroad Authority

Request for Board Action

Item Number: 2023-194

Meeting Date: 6/6/2023

Sponsor: Public Works

Title

Revised Work Order #2 of the Master Partnership Contract 1050254 with Minnesota Department of Transportation

Recommendation

1. Authorize the Chair to approve and execute the revised Work Order #2 of the Master Partnership Contract 1050254 with the Minnesota Department of Transportation for receipt of funds in the amount of \$185,046 for cost sharing of Phase I Historic Survey Work on the Riverview Corridor Modern Streetcar Project.
2. Authorize the County Manager to enter into agreements, amendments to agreements, and execute change orders in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of project funding.
3. Authorize the County Engineer or designee to execute change orders in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of project funding.

Background and Rationale

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 Cultural Resources Unit (MnDOT).

Work Order #2 to Master Partnership Contract 1050254 was originally approved by RCRRA on January 10, 2023, per Resolution R2023-006, in a form provided by MnDOT. Soon thereafter, MnDOT's legal staff re-reviewed and required changes to Section(s) 1.3, 3.2, and 5.1 to clarify MnDOT's financial obligations under the work order. They requested that RCRRA consider and approve the revised Work Order #2 which incorporates the changes. The requested changes are text changes for clarity and do not change RCRRA's financial obligations agreed to through Resolution R2023-006.

As regional transitway projects advance further into their respective environmental and engineering phases, specialized professional and technical supportive services are needed, including cultural resources or similar work. On June 14, 2022, RCRRA entered into Master Partnership Contract 1050254 with the state of Minnesota, which provides a framework for the RCRRA and the state of Minnesota to purchase or share costs on these specialized services. RCRRA also has a separate contract with Mead and Hunt, Inc. to provide these specialized services for the Riverview Corridor Modern Streetcar Project. As is described more fully below, RCRRA and the state of Minnesota each has a project in the same general geographic area, and each project requires the same or similar specialized services. Under the framework provided by the Master Partnership Contract, RCRRA and the state of Minnesota wish to take advantage of the cost and operational efficiencies as follows:

- The Riverview Corridor project includes Phase I historic survey work to be completed around Fort Snelling and along the West 7th Street corridor from the Mississippi River to 6th Street in downtown Saint Paul. Currently, this Phase I historic survey work task is included in Mead and Hunt, Inc.'s current

work scope for the Riverview Modern Streetcar Project. As work has evolved on the Riverview Corridor project, the project team is now studying an alignment that extends along West 7th Street to Broadway Street and will now need to complete additional Phase I historic survey work for the portion that is beyond the original geographic scope of West 7th Street from 6th Street to Broadway Street. The budget for Mead and Hunt, Inc. has been increased \$65,466 to cover the expanded geographic scope for this task from \$379,774 to \$445,240.

- At the same time that the Riverview Corridor Modern Streetcar Project needs to complete Phase I historic survey work, MnDOT also needs to undertake Phase I historic survey work in conjunction with their separate mill and overlay project along West 7th Street from the Mississippi River to Broadway Street.
- In order to avoid duplication of work and costs between the Riverview Corridor project and MnDOT's mill and overlay project, MnDOT has agreed to participate in sharing the cost of this historic survey work with Ramsey County since both projects will occur along the same stretch of West 7th Street. MnDOT will contribute \$185,046 towards completing the historic survey work task along West 7th Street from the Mississippi River to Broadway Street.

The revised Work Order #2 to Master Partnership Contract 1050254 will cover historic survey work from May 23, 2023, to December 1, 2024, or when all obligations have been satisfactorily fulfilled, whichever comes first, at a cost of \$185,046 and will include:

- Participate in Phase I and Phase II Environmental Studies; and other duties as requested by local government.

Additional information on Riverview Corridor Modern Streetcar Project can be found at Ramsey County's website at:

<https://www.ramseycounty.us/residents/roads-transportation/transit-corridors-studies/riverview-corridor>

County Goals (Check those advanced by Action)

☒ Well-being

☒ Prosperity

☒ Opportunity

☒ Accountability

Racial Equity Impact

The Riverview Corridor is an ethnically diverse area that is home to people that rely on transit for access to jobs and services. Within the Riverview Corridor, 16% of all households do not own an automobile, 30% of the population lives in poverty and approximately 20% of the population are people of color. All of these measures are higher than regional percentages. Three areas of concentrated poverty where people of color make up 40% or more of the population are defined within the Riverview Corridor. The Riverview Corridor Modern Streetcar Project will improve access to opportunities by providing more frequent service that is better connected to job centers, neighborhoods and other parts of the regional transit system. It will also be an incentive for redevelopment of vacant land and reinvestment in underutilized land improving economic stability and creating jobs. Station Area Planning for the Riverview Corridor Modern Streetcar Project will be done collaboratively with the city of Saint Paul to ensure that affordable housing is part of the future concept plans to mitigate displacement of existing housing units. Contracts for the construction of the Riverview Corridor Modern Streetcar Project will comply with federal rules for hiring of disadvantaged and minority-owned businesses.

Community Participation Level and Impact

Community engagement is essential to informed and transparent decision making and will occur throughout the Engineering and Pre-Environmental and NEPA study phases. Ramsey County has executed a contract with 4RM+ULA, LLP to provide coordinated communications and community engagement for all aspects of the

Engineering and Pre-Environmental phase. Community engagement and communications activities will focus on engaging underrepresented populations, district councils, neighborhood groups and business associations along the corridor and will include a mix of virtual, online and in-person input opportunities as the risk of COVID-19 lessens.

☒ Inform ☒ Consult ☒ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The \$185,046 received from Minnesota Department of Transportation Cultural Resources Unit to fund the revised Work Order #2 to Master Partnership Contract 1050254 for the Riverview Corridor Modern Streetcar Project cost sharing of Phase I Historic Survey Work will be receipted into the Public Works Multimodal Planning Capital Projects budget.

Last Previous Action

On January 10, 2023, the Ramsey County Regional Railroad Authority approved Work Order #2 of the Master Partnership Contract 1050254 with the Minnesota Department of Transportation for receipt of funds in the amount of \$185,046 for cost sharing of Phase I Historic Survey Work on the Riverview Corridor Modern Streetcar Project (Resolution R2023-006).

On January 10, 2023, the Ramsey County Regional Railroad Authority approved Amendment 2 to an Agreement with Mead and Hunt, Inc. to increase the contract amount by \$65,466 for joint Phase I architectural survey work for Ramsey County and the Minnesota Department of Transportation in conjunction with the Engineering and Pre-Environmental Phase of the Riverview Corridor Modern Streetcar Project not to exceed \$1,291,577 (Resolution R2023-005).

Attachments

1. Revised Work Order #2 - Redlined
2. Revised Work Order #2 - Clean
3. Attachment B - Joint Phase I Scope of Work and Budget

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

Trunk Highway (TH) Number: 5

Project Description: Ramsey County Regional Railroad Authority (RCRRA) to provide State of Minnesota, Department of Transportation (MnDOT) architecture/history cultural resource consulting services for the Trunk Highway 5 Project (SP 6201-01/SP 6201-95) as part of their Riverview Corridor Project through the architecture/history Phase I (reconnaissance level) survey. MnDOT's Cultural Resources Unit will provide cultural resource technical and professional assistance on the review of overlapping deliverables between projects.

This Work Order Contract is issued under the authority of the State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 1050254 between the state of Minnesota acting through its Commissioner of Transportation ("State") and Ramsey County Regional Railroad Authority ("RCRRA" or "Local Government"), a political subdivision of the State of Minnesota, 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. The Local Government must not begin 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 1, 2024, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Exhibits:** Exhibit A: Standard Terms, Exhibit B: Consultant Scope of Work, Exhibit C: Consultant Scope Task 4 Revisions, Exhibit D: Local Government Scope of Work, Exhibit E: Invoice Form, and Exhibit F: Progress Report Form are attached and incorporated into this Work Order Contract.

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. RCRRA will provide Section 106 architecture/history consulting services to the State in areas of overlap between the RCRRA's Riverview Corridor Project area and the Trunk Highway 5 / West Seventh Street (TH 5/W 7th Street Project) Project (SP 6201-91/6201-95) that extends from Broadway Avenue to the Mississippi River Bridge (Bridge 9300). Some of these services will be provided by a consultant hired by RCRRA.
- 3.2. RCRRA will provide, through its consultant, the services listed in Exhibits B and C. The services that cover the areas of overlap are specifically detailed in task 4.4A in Exhibit C. These services will comply with the standard terms listed in Exhibit A. RCRRA will also provide services as detailed in Exhibit D.

3.3. The State, through MnDOT's Cultural Resources Unit and other functional groups as necessary, will provide technical and professional assistance in the areas of cultural resources to Local Government along the areas of overlap between the two above referenced projects. This includes:

- i. Assisting with the review of architecture/history deliverables, inventory forms, studies, reports required by the project.

4. Items provided or completed by the Parties

4.1. The following will be provided or completed by the Local Government:

- 4.1.1. Provide all cultural resources deliverables related to the areas of overlap to the State.
- 4.1.2. Provide access to the consultant team so State can collaborate with or guide their work in consultation with Local Government in the manner needed to complete task 4.4A and achieve project objectives. This includes, but is not limited to, the ability of State staff to communicate directly with Local Government's consultants via phone, e-mail and meetings, and adequate time for reviewing Local Government's contractor's work and reports.
- 4.1.3. Invite State staff to relevant meetings and discussions influencing the completion of requested services.

4.2. The following will be provided or completed by the State

- 4.2.1. Provide technical reviews of overlapping architecture/history deliverables, inventory forms, studies, and reports required by the project.

5. Consideration of Payment

5.1. The State will pay for 50% of the services performed by the Local Government for task 4.4A of Exhibit C on an actual cost basis as follows:

5.1.1. The following items will be reimbursable at their actual cost to the Local Government:

- i. Materials and supplies reasonably needed to perform the work; 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 Local Government, at the normal rate of pay plus reasonable and customary labor additives.

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

5.2. The estimated cost for the State's share of the work is \$185,046.17. The State's obligation for all compensation and reimbursements to the Local Government will not exceed \$200,000.00, which includes a contingency amount of \$14,953. 83.

5.3. Electronic invoices are preferable. Please send the electronic invoice to the MnDOT Project Manager designated in Article 7.

6. Terms of Payment

6.1. The State will pay the Local Government upon receipt and approval of an invoice for eligible costs. The Local Government will submit signed invoices, and the signature will attest that the services have actually been performed, and that the claimed amounts have not been previously claimed or paid. Upon request of the State, the Local Government must provide documentation showing the actual costs incurred. The Local Government will use the format set forth in Exhibit E when submitting Invoices.

6.2. If the "Professional and Technical Services" box is checked in Article 2.1, the State will retain up to 10% of the final amount due to the Local Government, as required by Minnesota Statutes §16C.08, until the work and deliverables have been approved by the State.

- 6.3. The Local Government will submit the monthly progress report set forth in Exhibit F showing the progress of work in work hours according to the tasks listed in Scope of Work article.

7. Authorized Representatives

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

Name/Title: Sarah Ghandour, Director, or successor
MnDOT - Metro District Transit Section
Street Address: 1500 County Road B2 W
City State Zip: Roseville, MN 55113
Email: sarah.ghandour@state.mn.us

- 7.2. 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.

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

Name/Title: Michael Rogers, Transit Project Manager, or successor
Name of Gov't: Ramsey County Regional Railroad Authority
Street Address: 210 Courthouse
15 West Kellogg Blvd.
City State Zip: Saint Paul, MN 55102
Email: michael.rogers@co.ramsey.mn.us

- 7.4. 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. Termination

- 8.1. **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.

- 8.2. **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.

9. Additional Provisions

- 9.1. NONE

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

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: _____
Rafael E. Ortega
Title: Chair, Ramsey County Regional Railroad Authority
Board of Commissioners

Date: _____

Approved as to form:

By: _____
Amy K. L. Schmidt
Title: Assistant Ramsey County Attorney

Date: _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By:
Date:
Swift Contract #:
SWIFT PO #:

COMMISSIONER OF TRANSPORTATION

By: _____
Title: District Engineer or Assistant District Engineer
Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
Date: _____

EXHIBIT A – STANDARD TERMS

STANDARD TERMS FOR PROFESSIONAL AND TECHNICAL SERVICES

1. The Local Government will prepare all documents in accordance with Minnesota law, applicable Federal laws and regulations, and geometric design standards for trunk highway plans as described in the current versions of MnDOT Manuals, available through the MnDOT State Aid Division or on the [MnDOT website](#).
2. The Local Government will, as applicable in developing plans, include the standard specifications from the latest edition of MnDOT Standard Specifications for Construction, and all amendments thereto.
3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly perform, supervise, and document the work for the project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless approved in writing by MnDOT. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

EXHIBIT D – Local Government Scope of Work

Task 1: Project Management/Meetings –Local Government and Local Government’s consultant will participate in project meetings and coordination. Local Government staff will attend meetings as needed or requested by the State and invite State staff to relevant meetings and discussions.

Task 2: Project surveys and deliverables – Local Government will provide all cultural resource deliverables related to the areas of overlap (Broadway Avenue to the Mississippi River Bridge [Bridge 9300]) to the State. Local Government will provide access to the consultant team so State can collaborate with or guide their work in consultation with Local Government in the manner needed to complete each task and achieve project objectives. This includes, but is not limited to, the ability of State staff to communicate directly with Local Government’s consultants via phone, e-mail and meetings, and adequate time for reviewing Local Government’s contractor’s work and reports.

Task 3: Professional and technical services – Local Government will incorporate State’s review comments into overlapping consultant team deliverables.

Task 4: Coordination with other Agencies - Local Government will allow the State to submit overlapping deliverables (inventory forms, reports, determinations of eligibility, and transmittal letters) as necessary to relevant agencies such as the State Historic Preservation Office (SHPO).

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

Trunk Highway (TH) Number: 5

Project Description: Ramsey County Regional Railroad Authority (RCRRA) to provide State of Minnesota, Department of Transportation (MnDOT) architecture/history cultural resource consulting services for the Trunk Highway 5 Project (SP 6201-01/SP 6201-95) as part of their Riverview Corridor Project through the architecture/history Phase I (reconnaissance level) survey. MnDOT's Cultural Resources Unit will provide cultural resource technical and professional assistance on the review of overlapping deliverables between projects.

This Work Order Contract is issued under the authority of the State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 1050254 between the state of Minnesota acting through its Commissioner of Transportation ("State") and Ramsey County Regional Railroad Authority ("RCRRA" or "Local Government"), a political subdivision of the State of Minnesota, 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. The Local Government must not begin 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 1, 2024, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Exhibits:** Exhibit A: Standard Terms, Exhibit B: Consultant Scope of Work, Exhibit C: Consultant Scope Task 4 Revisions, Exhibit D: Local Government Scope of Work, Exhibit E: Invoice Form, and Exhibit F: Progress Report Form are attached and incorporated into this Work Order Contract.

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. RCRRA will provide Section 106 architecture/history consulting services to the State in areas of overlap between the RCRRA's Riverview Corridor Project area and the Trunk Highway 5 / West Seventh Street (TH 5/W 7th Street Project) Project (SP 6201-91/6201-95) that extends from Broadway Avenue to the Mississippi River Bridge (Bridge 9300). Some of these services will be provided by a consultant hired by RCRRA.
- 3.2. RCRRA will provide, through its consultant, the services listed in Exhibits B and C. The services that cover the areas of overlap are specifically detailed in task 4.4A in Exhibit C. These services will comply with the standard terms listed in Exhibit A. RCRRA will also provide services as detailed in Exhibit D.

3.3. The State, through MnDOT's Cultural Resources Unit and other functional groups as necessary, will provide technical and professional assistance in the areas of cultural resources to Local Government along the areas of overlap between the two above referenced projects. This includes:

- i. Assisting with the review of architecture/history deliverables, inventory forms, studies, reports required by the project.

4. Items provided or completed by the Parties

4.1. The following will be provided or completed by the Local Government:

- 4.1.1. Provide all cultural resources deliverables related to the areas of overlap to the State.
- 4.1.2. Provide access to the consultant team so State can collaborate with or guide their work in consultation with Local Government in the manner needed to complete task 4.4A and achieve project objectives. This includes, but is not limited to, the ability of State staff to communicate directly with Local Government's consultants via phone, e-mail and meetings, and adequate time for reviewing Local Government's contractor's work and reports.
- 4.1.3. Invite State staff to relevant meetings and discussions influencing the completion of requested services.

4.2. The following will be provided or completed by the State

- 4.2.1. Provide technical reviews of overlapping architecture/history deliverables, inventory forms, studies, and reports required by the project.

5. Consideration of Payment

5.1. The State will pay for 50% of the services performed by the Local Government for task 4.4A of Exhibit C on an actual cost basis as follows:

5.1.1. The following items will be reimbursable at their actual cost to the Local Government:

- i. Materials and supplies reasonably needed to perform the work; 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 Local Government, at the normal rate of pay plus reasonable and customary labor additives.

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

5.2. The estimated cost for the State's share of the work is \$185,046.17. The State's obligation for all compensation and reimbursements to the Local Government will not exceed \$200,000.00, which includes a contingency amount of \$14,953. 83.

5.3. Electronic invoices are preferable. Please send the electronic invoice to the MnDOT Project Manager designated in Article 7.

6. Terms of Payment

6.1. The State will pay the Local Government upon receipt and approval of an invoice for eligible costs. The Local Government will submit signed invoices, and the signature will attest that the services have actually been performed, and that the claimed amounts have not been previously claimed or paid. Upon request of the State, the Local Government must provide documentation showing the actual costs incurred. The Local Government will use the format set forth in Exhibit E when submitting Invoices.

6.2. If the "Professional and Technical Services" box is checked in Article 2.1, the State will retain up to 10% of the final amount due to the Local Government, as required by Minnesota Statutes §16C.08, until the work and deliverables have been approved by the State.

- 6.3. The Local Government will submit the monthly progress report set forth in Exhibit F showing the progress of work in work hours according to the tasks listed in Scope of Work article.

7. Authorized Representatives

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

Name/Title: Sarah Ghandour, Director, or successor
MnDOT - Metro District Transit Section
Street Address: 1500 County Road B2 W
City State Zip: Roseville, MN 55113
Email: sarah.ghandour@state.mn.us

- 7.2. 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.

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

Name/Title: Michael Rogers, Transit Project Manager, or successor
Name of Gov't: Ramsey County Regional Railroad Authority
Street Address: 210 Courthouse
15 West Kellogg Blvd.
City State Zip: Saint Paul, MN 55102
Email: michael.rogers@co.ramsey.mn.us

- 7.4. 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. Termination

- 8.1. **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.

- 8.2. **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.

9. Additional Provisions

- 9.1. NONE

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

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: _____
Rafael E. Ortega
Title: Chair, Ramsey County Regional Railroad Authority
Board of Commissioners

Date: _____

Approved as to form:

By: _____
Amy K. L. Schmidt
Title: Assistant Ramsey County Attorney

Date: _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By:
Date:
Swift Contract #:
SWIFT PO #:

COMMISSIONER OF TRANSPORTATION

By: _____
Title: District Engineer or Assistant District Engineer
Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
Date: _____

EXHIBIT A – STANDARD TERMS

STANDARD TERMS FOR PROFESSIONAL AND TECHNICAL SERVICES

1. The Local Government will prepare all documents in accordance with Minnesota law, applicable Federal laws and regulations, and geometric design standards for trunk highway plans as described in the current versions of MnDOT Manuals, available through the MnDOT State Aid Division or on the [MnDOT website](#).
2. The Local Government will, as applicable in developing plans, include the standard specifications from the latest edition of MnDOT Standard Specifications for Construction, and all amendments thereto.
3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly perform, supervise, and document the work for the project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless approved in writing by MnDOT. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

Exhibit B - Original RCRRRA Consultant Cultural Resources Scope of Work

Riverview Corridor Modern Streetcar Cultural Resources Scope July 14, 2020

Task 4.1 Project Management and Coordination

Within 30 days of notice to proceed on the related consultant contracts, Mead & Hunt Team Project Manager Christina Slattery and Deputy Project Manager Eva Terrell will consult with Ramsey County and the other EPE Phase Team consultants to develop a schedule for the Cultural Resources contract that meets overall project goals..

Deliverable – Schedule to complete Cultural Resources scope in consultation with Ramsey County and consultants for Engineering and Pre-Environmental, Communications and Engagement and Station Area Planning.

Task 4.1.1 Project Committee Coordination

The Mead & Hunt Team will participate in the following meetings in order to coordinate activities with Ramsey County and the other EPE Phase Team consultants. By being at the table, we will understand project activities and can provide information on potential cultural resources in a timely fashion. The following meetings are generally expected to be virtual with up to one-third in-person:

- Project Team meetings – anticipated meetings every two weeks with a maximum of 72 meetings
- Issue Resolution Team meetings – anticipated maximum of 15 meetings with cultural resource issues
- Station Area Planning Team meetings – anticipated maximum of 5 meetings with cultural resource issues
- Policy Advisory Committee meetings, as directed by Ramsey County Project Manager – anticipate maximum 6 meetings dealing with cultural resource issues
- Community Advisory Committee meetings, as directed by Ramsey County Project Manager – anticipate maximum 4 meetings dealing with cultural resource issues
- Tribal Advisory Committee meetings, as directed by Ramsey County Project Manager and requested by the tribes – anticipate maximum 6 meetings
- Monthly coordination meetings with Federal Transit Authority (FTA) – anticipate maximum of 36 meetings

Deliverable – Attendance at Project Team, Issue Resolution Team, Policy Advisory Committee, Station Area Planning Team, Community Advisory Committee, FTA, and Tribal Advisory Committee meetings, as directed.

Task 4.1.2 Consultant Team Coordination

Within 30 days of notice to proceed, the Mead & Hunt Team will coordinate with the EPE consultant on the Consultant Team Coordination Plan, in consultation with the CCE Consultant and Station Area Planning Consultant.

Deliverable – Consultant Team Coordination Plan developed in conjunction with EPE Consultant.

Task 4.1.3 Assist with APE

The Mead & Hunt Team will identify the proposed architecture/history and archaeology APEs that are informed by FTA guidance, previous rail transit projects in the Twin Cities and consultation with FTA, Ramsey County and tribal governments. Early consultation on definition of the APE will define survey work to be completed in Tasks 4.3 and 4.4. We recommend that the APE be defined to focus only on those properties that have the potential to be directly or indirectly impacted by the proposed project and can largely focus on those properties adjacent to and/or facing the corridor. Based on the recent FTA-reviewed METRO Gold Line BRT project, the APE for archaeology is expected to generally include a 25-foot buffer around potential areas of disturbance north of the river, and a 100 foot wide corridor along proposed alternatives south of the river. In coordination with Ramsey County, the APEs will be submitted for FTA review. Upon further consultation with FTA, the APEs will be finalized for use in cultural resources studies (Tasks 4.2, 4.3 and 4.4).

The proposed and final APEs will be presented via GIS mapping and written descriptions of parameters. Based on our team's experience working on past Twin Cities rail and bus rapid transit projects, we understand that the project parameters may evolve during this engineering and pre-environmental analysis phase. If proposed project activities evolve, we will revisit the APEs to accommodate changes. As needed, the APEs will be revised in consultation with FTA a maximum of two times. If the APE is revised after the initiation of fieldwork or results in the need for additional survey beyond the number of properties scoped, Mead & Hunt will present a scope and budget modification to the County. County or the EPE Consultant to provide GIS base mapping and mapping of project activities.

Deliverable – GIS mapping and written description of APE based on consultation with FTA, Ramsey County and tribal governments.

Task 4.2 Background Research

The Mead & Hunt Team will utilize background information already gathered by MnDOT CRU in the *Historic Context of the Riverview Modern Streetcar Corridor in Saint Paul, 1850-1980* (Riverview Historic Context) for history/architecture and by Two Pines in the *Archaeological Literature Search for the Riverview Corridor Project* for the portion of the Riverview Corridor survey area in St. Paul. To supplement this information and provide coverage for the full corridor, we will review MnSHPO and Office of the State Archaeologist (OSA) records and contact the Minnesota Indian Affairs Council, in order to identify previously surveyed properties and burial sites along the corridor outside of St. Paul (south and west of the Mississippi River in Hennepin County). We will also work with Ramsey County and FTA to identify recent road and transit projects with overlapping APEs and eliminate areas from architecture/history and archaeology survey consideration.

For the history/architecture research we will review plat maps, aerials, and primary and secondary materials for previous surveys to assist in augmenting the historic context for history/architecture. In addition to the team's research from previous projects in the Project area, repositories to be visited are expected to include:

- City of St. Paul

- St. Paul Historic Preservation Commission
- St. Paul Public Library
- Special Collections, Hennepin County Library
- University of Minnesota Libraries including the Borchert Map Library
- Ramsey County Historical Society
- Bloomington Historical Society
- Hennepin County Historical Society
- Minnesota Historical Society
- MnSHPO

For the archaeology research for the portion of the corridor south and west of the river crossing Two Pines will conduct the same level of research as conducted for that study north of the river crossing and update the literature search. This research will include gathering information on previously identified archaeological sites and burial locations as well as reviewing previous cultural resource survey reports. Local histories, aerial photographs, historical maps and photos, LIDAR data, and other resources pertinent to gaining an understanding of the conditions, development, and history of the APE will also be examined.

Information collected during this task and the previous historic context for history/architecture and archaeological Phase Ia literature search will be incorporated into a report including the previously prepared historic context, list of previously surveyed properties and burial sites and recommendations for Phase I surveys for archaeology and history/architecture.

If research efforts are limited by access to repositories, the Mead & Hunt Team will coordinate with Ramsey County on a modified approach.

Deliverables – Draft and final report outlining background research and recommendations for Phase I archaeology and history/architecture survey.

Task 4.3 Archaeological Survey

A Phase I archaeological survey will be conducted for those portions of the defined archaeology APE that are identified during Task 4.2 Background Research and in the Phase Ia Archaeological Survey of the City of St. Paul portion of the Riverview Corridor as having the potential to contain intact archaeological resources. No more than 10 study areas within the APE are anticipated to require field investigation. In accordance with recommendations in MnDOT CRU's Riverview Historic Context, the Phase I survey will include an archaeology context that supplements the Phase 1a report and Task 4.2 Background Research. If the archaeology APE is revised after the initiation of context development or results in the need for additional archaeological research and context development, this will be considered additional work.

Areas that were inhospitable in the past to human occupation (i.e., inundated or steeply-sloped) or areas of otherwise low archaeological potential will be excluded from survey. Further, areas found during the background research to have undergone previous disturbance to sterile soil will also be excluded from

further investigation. Proposed testing locations will be submitted to FTA and Ramsey County for approval prior to investigation. The locations will also be forwarded to THPOs with a known interest in the project corridor to assess if the areas require further tribal consultation prior to testing.

Archaeological fieldwork will be led by Principal Investigator Dr. Michelle Terrell, who meets the Secretary of the Interior's Standards for Archaeology, holds an annual license from the OSA, and is pre-qualified in MnDOT work types 12.11 (precontact archaeological work) and 12.12 (historical archaeological work). Archaeology work will be conducted using standard archaeological methods and in accordance with Federal and State guidelines including those of MnDOT CRU, MnSHPO and OSA. Our scope anticipates up to 10 areas will require physical testing. Standard archaeological methods will be undertaken where feasible and will consist of systematic pedestrian survey and shovel testing. However, impervious surfaces or compacted soils may prevent standard testing methods in large portions of the project corridor. In those areas mechanical systematic sampling will be undertaken with a GeoProbe and/or an excavator. Cores are used to identify locations that retain intact soils that have the potential to contain cultural material. Depending on the results of the cores, the depth to buried soils, and project plans, backhoe trenches may be required to identify and/or evaluate whether features or significant archaeological deposits are present. The level of effort within each survey area will be coordinated with FTA and Ramsey County.

Should archaeological sites be identified during the Phase I survey, they will be fully delineated within the confines of the project APE and as permitted by the landowner and property conditions. OSA site forms and MnDOT CRU GIS data will be prepared for identified archaeological sites. We will meet with Ramsey County and FTA to review preliminary Phase I results, including recommendations for which, if any, sites should undergo Phase II evaluation. Phase II evaluations are not included in the work scope.

A draft Phase I report following guidelines of MnDOT CRU, MnSHPO and OSA will be prepared including results of the Phase I survey and recommendations on Phase II evaluation needs. As necessary, the report will be revised up to two times based on comments from Ramsey County, MnDOT CRU, FTA, and MnSHPO. We will implement a project-specific quality assurance/quality control program to produce accurate and high-quality deliverables, including digital and print materials.

Deliverables –

- Draft and Final Phase I Archaeology Report
- Archaeological site forms for new sites and updates to forms for existing sites
- MnDOT GIS data

Task 4.4 History/Architecture Survey

A Phase I History/Architecture Survey will be completed within the defined architecture/history APE to identify properties that are 40 years old or older. The survey methodology will be developed by Principal Investigator, Christina Slattery, who exceeds the Secretary of the Interior's Standards for history and architectural history. The draft survey methodology will be provided for review and approval by Ramsey County, MnDOT CRU, FTA, and MnSHPO. Survey work will be completed following guidance in the *Minnesota Historical Society's Historic and Architectural Survey Manual* (June 2017) and *MnDOT Cultural*

Resources Unit (CRU) Project and Report Requirements (January 2017) and Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation.

During field review, the Mead & Hunt Team will identify buildings, districts, sites, structures, and objects within the APE constructed prior to 1980. Surveyed properties will be photographed and recorded on individual or multiple property Phase I inventory forms (as appropriate). Based on CRU's windshield survey of the corridor and an estimate of additional properties that will need to be surveyed along the CP spur segment and outside of St. Paul, we assume that 450 properties will require survey and Phase I inventory forms. Since transit project APEs have varied and have been larger in some cases, we recommend early consultation to define the APE based specifically on the Riverview Corridor proposed project activities. Definition of the APE may result in additional properties requiring survey which is considered additional effort. Attention will be paid during the survey effort to focus on MnDOT CRU's recommendations, including identification of a potential Uppertown neighborhood historic district and German and Czech residential districts and an improved understanding of commercial development outside of the downtown business district as well as multi-family housing. CRU recommendations to update National Register Nominations and fully evaluate properties for the National Register (including Highland Park and an updated Irvine Park Historic District Nomination) would be completed in the Phase II evaluation phase (not included in this project). Historic Fort Snelling has already been documented and inventory forms for resources within are not included in this project.

If access to private property is needed to complete the Phase I Survey, the survey team will assist Ramsey County in obtaining access. In accordance with standards, the Phase I inventory form will include an architectural description, brief historic context, statement of significance, photographs and recommendation on Phase II evaluation. GIS shape files will be prepared in accordance with MnDOT CRU standards.

Concurrent with field survey efforts, the Riverview Historic Context will be updated and supplemented to address MnDOT CRU recommendations for additional thematic development and to provide a context for the APE outside of the City of St. Paul. This will include contexts for Fort Snelling/Bdote, commercial property development outside of downtown St. Paul (including streetcar commercial corridors and later commercial nodes), German and Czech settlement, and multiple-family housing. With the exception to the additional context effort identified, it is assumed that the context prepared by MnDOT CRU for the project corridor within St. Paul will provide background information on themes related to anticipated survey properties within St. Paul, with sufficient information within which to assess the need for Phase II evaluations. Additional historic context work for the section within St. Paul is limited to incorporating information learned during field survey and/or site-specific research for individual properties. If the architecture/history APE is revised or additional research and context development are required, this will be considered additional work.

Mead & Hunt will conduct site-specific research at local and regional repositories to identify available historical information for Phase I properties including construction date, original occupancy of commercial buildings, and historical function to assist with making recommendations. This will include researching properties to determine potential association with an important individual to determine the extent of their

contribution and whether the property represents such contribution. We will consult with Ramsey County and FTA on the preliminary survey results and recommendations for Phase II evaluations. Phase II evaluations are not included in the work scope.

A draft Phase I report following guidelines of MnDOT CRU and MnSHPO will be prepared including results of the Phase I survey and recommendations for Phase II evaluations. Standalone inventory forms will be prepared for surveyed properties. The draft and final Phase I report will include the following items:

1. Management summary
2. Introduction
3. Methods/research design
4. Background research/literature search results – as completed in Task 4.2
5. Historic contexts
6. Survey results with tabular information for each surveyed resource
7. Table of post-1980 resources in the APE
8. Eligibility recommendations, including Phase II evaluations
9. Bibliography
10. Maps

The draft context and draft inventory forms will be submitted in batches prior to the draft report for review and comment. The context and inventory forms will be revised twice prior to submittal to SHPO. The team will address SHPO comments on the context and inventory forms that are not subject to Phase II evaluation.

As necessary, the report will be revised up to two times based on comments from Ramsey County, MnDOT CRU, FTA, and MnSHPO. We will implement a project-specific quality assurance/quality control program to resulting in accurate and high- quality deliverables, including digital and print materials.

Deliverables –

- Draft and Final Phase I History/Architecture survey report
- Draft and Final Phase I inventory forms

Task 4.5 Ongoing Project Management and Consultation

In addition to meetings in Task 4.1, Mead & Hunt Team leads for archaeology, history/architecture, and tribal consultation will participate in ongoing project management and consultation throughout the project, including conference calls, in-person strategic meetings and project updates with FTA. This will include up to 20 project team meetings/field visits (expected to be virtual with half in-person) and 36 stakeholder meetings (expected to be virtual with up to half in-person) which may include FTA, MnSHPO, Metropolitan Council, consulting parties and others.

We will process and submit invoices and progress reports monthly in a format that meets Ramsey County's needs including contract number, list of services provided by date, cost per item and service and total amount.

Deliverable – Participation in project team meetings/field visits and stakeholder meetings.

Task 4.6 Tribal Consultation

Dr. Michelle Terrell Mead & Hunt's Team lead for tribal engagement will focus on assisting Ramsey County with appropriate and culturally sensitive informal tribal outreach and coordination. We will assist in implementing the draft communications framework for tribal consultations that has already established a protocol for engagement and consultation. In collaboration with the interested communities, we will implement a responsive tribal communications plan focused on keeping tribal communities informed, gathering project feedback, and relaying that information to the project team. We will participate in individual tribal consultation and meetings of the Tribal Advisory Committee, as requested.

The preliminary project timeline presented below will be adjusted in consultation with Ramsey County and its consultants, as necessary, to meet overall project goals.

Riverview Corridor - Cultural Resources Analysis

Overall Fee

Key Personnel and Role	Hours										Hourly Rate (\$)	Cost
	Task 4.1 Project Management and Coordination	Task 4.1.1 Project Committee Coordination	Task 4.1.2 Consultant Team Coordination	Task 4.1.3 Assist with APE	Task 4.2 Background Research	Task 4.3 Archaeological Survey	Task 4.4 History/Architecture Survey	Task 4.5 Ongoing Project Management and Consultation	Task 4.6 Tribal Coordination	Total		
Mead & Hunt, Inc.												
Christina Slattery, Project Manager and Principal Investigator	20	506	24	36	4	0	180	546	0	1316	\$208.00	\$ 273,728.00
Emily Pettis, Technical Advisor	4	200	8	18	4	0	160	144	0	538	\$152.00	\$ 81,776.00
Sebastian Renfield, Architectural Historian II	0	0	0	34	0	0	404	48	0	486	\$105.00	\$ 51,030.00
Katie Ohland, Architectural Historian II	0	0	0	0	24	0	442	0	0	466	\$105.00	\$ 48,930.00
Architectural Historian I	0	0	0	0	46	0	710	0	0	756	\$100.00	\$ 75,600.00
GIS Technician	0	0	0	68	0	0	84	16	0	168	\$100.00	\$ 16,800.00
Technical Editor	0	0	0	8	0	0	470	48	0	526	\$95.00	\$ 49,970.00
Subtotal (hours and labor)	24	706	32	164	78	0	2450	802	0	4256		\$ 597,834.00
Expenses (see separate sheet for breakdown)		\$36,846			\$128		\$234	\$22,428				\$ 59,636.00
SUBCONTRACTOR - Two Pines Resource Group												
Dr. Michelle Terrell, Principal Investigator		144		80	80	40		54	200	598	\$104.00	\$ 62,192.00
Eva Terrell, Internal Project Manager		144		24	8	8		54	80	318	\$100.00	\$ 31,800.00
Kaytlyn Lundstrom, Tribal Coordination Assistant								80	200	280	\$45.00	\$ 12,600.00
GIS Technician				40	80					120	\$65.00	\$ 7,800.00
Researchers/Archeologists/Architectural Historians					160	80	400			640	\$65.00	\$ 41,600.00
Field Technicians						80				80	\$45.00	\$ 3,600.00
Subtotal (hours and labor)	0	288	0	144	328	208	400	188	480	2036		\$ 159,592.00
Expenses (see separate sheet for breakdown)						\$ 20,725		\$ 250				\$ 20,975.00
SUBCONTRACTOR - Hess Roise												
Charlene Roise, Internal Project Manager							10			10	\$175.00	\$ 1,750.00
Elizabeth Gales, Field Lead/Historian I							390			390	\$137.50	\$ 53,625.00
Rachel Peterson, Historian II							245			245	\$95.00	\$ 23,275.00
Subtotal (hours and labor)	0	0	0	0	0	0	645			645		\$ 78,650.00
Expenses (see separate sheet for breakdown)							\$250					\$ 250.00
TOTAL PROJECT HOURS BY TASK	24	994	32	308	406	208	3495	990	480	6937		
TOTAL COST BY TASK	\$4,768.00	\$201,870.00	\$6,208.00	\$34,674.00	\$33,408.00	\$34,485.00	\$379,774.33	\$183,700.00	\$38,050.00			
SUBTOTAL PROJECT												\$ 916,937.00
CONTINGENCY (10%)												\$ 91,693.70
GRAND TOTAL PROJECT												\$ 1,008,630.70

Expenses by Task - Mead & Hunt, Inc.

		Task 4.1		Task 4.1.1		Task 4.1.2		Task 4.1.3		Task 4.2		Task 4.3		Task 4.4		Task 4.5		Task 4.6		Total
Item	Rate	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	
Airfare	\$ 500			46	\$ 23,000.00		\$ -		\$ -							28	\$ 14,000.00		\$ -	\$ 37,000.00
Parking	\$ 20.00			92	\$ 1,840.00		\$ -		\$ -							56	\$ 1,120.00		\$ -	\$ 2,960.00
Lodging	\$ 144.00			46	\$ 6,624.00		\$ -		\$ -							28	\$ 4,032.00		\$ -	\$ 10,656.00
Meals	\$ 57.00			46	\$ 2,622.00											28	\$ 1,596.00		\$ -	\$ 4,218.00
Parking	\$ 8.00				\$ -					4	\$ 32.00		\$ -							\$ 32.00
Photocopies	\$ 0.50									100	\$ 50.00		\$ -		100	\$ 50.00				\$ 100.00
Mileage	\$ 0.575				\$ -					80	\$ 46.00		\$ -		320	\$ 184.00				\$ 230.00
Rental Car	\$ 40			46	\$ 1,840.00		\$ -		\$ -							28	\$ 1,120.00		\$ -	\$ 2,960.00
Rental Car gas	\$ 20.00			46	\$ 920.00											28	\$ 560.00		\$ -	\$ 1,480.00
Expense total			\$0		\$36,846		\$0		\$0		\$128		\$0		\$234		\$22,428		\$0	\$59,636

Expenses by Task - Two Pines

		Task 4.1		Task 4.1.1		Task 4.1.2		Task 4.1.3		Task 4.2		Task 4.3		Task 4.4		Task 4.5		Task 4.6		Total
Item	Rate	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	
Mechanical Sub			\$ -		\$ -		\$ -		\$ -				\$ 20,000.00				\$ -		\$ -	\$ 20,000.00
Curation expense			\$ -		\$ -		\$ -		\$ -				\$ 475.00				\$ -		\$ -	\$ 475.00
Misc Exp.			\$ -		\$ -		\$ -		\$ -				\$ 250.00				\$ -		\$ 250.00	\$ 500.00
			\$ -		\$ -		\$ -		\$ -				\$ -		\$ -		\$ -		\$ -	\$ -
Expense total			\$0		\$0		\$0		\$0		\$0		\$20,725		\$0		\$0		\$250	\$20,975

Expenses by Task - Hess Roise

		Task 4.1		Task 4.1.1		Task 4.1.2		Task 4.1.3		Task 4.2		Task 4.3		Task 4.4		Task 4.5		Task 4.6		Total
Item	Rate	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	
Airfare			\$ -		\$ -		\$ -		\$ -								\$ -		\$ -	\$ 75.00
Parking	\$ 7.50		\$ -		\$ -		\$ -		\$ -					10	\$ 75.00		\$ -		\$ -	
Lodging			\$ -		\$ -		\$ -		\$ -								\$ -		\$ -	\$ -
Photocopies	\$ 0.20													500	\$ 100.00					\$ 100.00
Mileage	\$ 0.575													131	\$ 75.33					\$ 75.33
Rental Car			\$ -		\$ -		\$ -		\$ -				\$ -		\$ -		\$ -		\$ -	\$ -
Rental Car gas																				
Expense total			\$0		\$0		\$0		\$0		\$0		\$0		\$250		\$0		\$0	\$250

Exhibit C – Consultant Scope: Task 4 Revisions

Riverview Corridor Modern Streetcar Project

Section 106 Work – Ramsey County and MnDOT CRU

September 1, 2022

Mead & Hunt

Mead & Hunt, Inc. is under contract with the Ramsey County Regional Rail Authority (RCRRA) to develop select historic contexts and to conduct a Phase I architectural history survey for the proposed Riverview Corridor Modern Streetcar Project (Riverview). In Ramsey County, the Riverview corridor extends along Trunk Highway (TH) 5 / West 7th Street in the city of Saint Paul. While the Locally Preferred Alternative for Riverview turns off TH 5/West 7th at 6th Street East, RCRRA is examining alternative approaches into downtown Saint Paul, including extending along TH 5/West 7th to Broadway Avenue. The project is anticipated to receiving funding from the Federal Transit Administration (FTA); therefore, it must comply with the requirements of Section 106, which requires identification and evaluation of historic properties.

The Minnesota Department of Transportation (MnDOT) is proposing to reconstruct TH 5/West 7th from Broadway Avenue to the Mississippi River bridge (Bridge 9300). The project includes roadway, sidewalk, and utility replacement. The project is anticipated to receiving funding from the Federal Highway Administration (FHWA); therefore, it must comply with the requirements of Section 106. The Cultural Resources Unit (CRU) in MnDOT acts on behalf of the FHWA for most steps in the Section 106 process.

RCCRA and MnDOT CRU wish to coordinate survey efforts to minimize redundancy between the required Section 106 considerations for both projects. RCCRA and MnDOT intend to enter into a partnership agreement to share the costs for the Phase I architectural history survey work in Ramsey County. Mead & Hunt's existing contract with Ramsey County includes Phase I survey work in Ramsey and Hennepin Counties. Since MnDOT's project does not extend into Hennepin County, that work will be performed solely for the Riverview project.

This scope and budget amends the original Task 4.4 History/Architecture Survey of the Riverview Project. The original Task 4.4 included context development, survey work from 6th Street East in St. Paul to the Mall of America, including properties in Ramsey and Hennepin Counties constructed prior to 1980, and preparation of up to 450 Phase I inventory forms and the Phase I inventory report. No Phase II evaluations were included in the scope.

Task 4.4 is being divided into two tasks – Task 4.4A for the work only in Ramsey County and Task 4.4B for the work in Hennepin County – to identify which aspects of the scope will apply to both the Riverview (Ramsey County) and West 7th Street (MnDOT CRU) projects and which aspects apply to only Ramsey County. Additional survey area in downtown St. Paul increases the number of Phase I properties by approximately 30 more. Due to anticipated project schedules, the Phase I survey is being expanded to include properties built through 1990, which is estimated to be approximately 20 additional properties. A total of 50 additional properties are estimated for the Ramsey County section. Separate Phase I inventory reports will be prepared to present the results for each task. The cost for Task 4.4A is anticipated to be shared by RCRRA and MnDOT.

Task 4.4A (Ramsey County) includes:

- Phase I survey of the first tier of adjacent properties in Ramsey County along West 7th Street from Broadway Avenue to Bridge 9300
- Inventory forms for Ramsey County properties (estimated to be 480 properties)
- Phase I inventory report for use by MnDOT CRU

Task 4.4B (Hennepin County) will include:

- Context development for both Ramsey and Hennepin County
- Phase I survey work in Hennepin County (from Bridge 9300 to the Mall of America) and Phase I survey work in Ramsey County that is beyond the first tier of properties (APE to be defined) – estimated to be 20 properties
- Inventory forms for Hennepin County properties
- Phase I inventory report for use by RCCRA and FTA. The report will also incorporate information for Ramsey County from Task 4.4B.

Revised Budget:

Total revised budget for Tasks 4.4A and 4.4B: \$445,239.83

Task 4.4A (Ramsey County) to be shared by Ramsey County and MnDOT CRU: \$370,092.33

Task 4.4B (Hennepin County) to be covered by Ramsey County: \$74,337.50

Original budget under contract with Ramsey County for Task 4.4: \$379,774.33

Contract amendment request for contract with Ramsey County: \$65,465.50

RIVERVIEW CORRIDOR
Revised Task 4

9/1/2022

Key Personnel and Role				Hourly Rate (\$)	Cost
	Task 4.4A History/ Architecture Survey Broadway to Bridge 9300	Task 4.4B - Hennepin County Survey	Total		
Mead & Hunt, Inc.					
Project Manager/Principal Investigator	172	27	199	\$208.00	\$ 41,392.00
Technical Advisor	136	32	168	\$152.00	\$ 25,536.00
Architectural Historian II	388	20	408	\$105.00	\$ 42,840.00
Architectural Historian I	600	124	724	\$105.00	\$ 76,020.00
GIS Technician	764	394	1158	\$100.00	\$ 115,800.00
Technical Editor	92	32	124	\$100.00	\$ 12,400.00
	484	64	548	\$95.00	\$ 52,060.00
Subtotal (hours and labor)	2636	693	3329		\$ 366,048.00
Expenses (see separate sheet for breakdown)	\$234	\$58			\$ 291.50
SUBCONTRACTOR - Hess Roise					
Charlene Roise, Internal Project Manager	10		10	\$175.00	\$ 1,750.00
Elizabeth Gales, Field Lead/Historian I	390		390	\$137.50	\$ 53,625.00
Rachel Peterson, Historian II	245		245	\$95.00	\$ 23,275.00
Subtotal (hours and labor)	645		645		\$ 78,650.00
Expenses (see separate sheet for breakdown)	\$250				\$ 250.00
TOTAL PROJECT HOURS BY TASK	3281	693	3974		
TOTAL COST BY TASK	\$ 370,902.33	\$74,337.50			
SUBTOTAL TASK 4					\$445,239.83
ORIGINAL TASK 4 COST					\$379,774.33
AMENDMENT COST					\$65,465.50

EXHIBIT D – Local Government Scope of Work

Task 1: Project Management/Meetings –Local Government and Local Government’s consultant will participate in project meetings and coordination. Local Government staff will attend meetings as needed or requested by the State and invite State staff to relevant meetings and discussions.

Task 2: Project surveys and deliverables – Local Government will provide all cultural resource deliverables related to the areas of overlap (Broadway Avenue to the Mississippi River Bridge [Bridge 9300]) to the State. Local Government will provide access to the consultant team so State can collaborate with or guide their work in consultation with Local Government in the manner needed to complete each task and achieve project objectives. This includes, but is not limited to, the ability of State staff to communicate directly with Local Government’s consultants via phone, e-mail and meetings, and adequate time for reviewing Local Government’s contractor’s work and reports.

Task 3: Professional and technical services – Local Government will incorporate State’s review comments into overlapping consultant team deliverables.

Task 4: Coordination with other Agencies - Local Government will allow the State to submit overlapping deliverables (inventory forms, reports, determinations of eligibility, and transmittal letters) as necessary to relevant agencies such as the State Historic Preservation Office (SHPO).

INVOICE NO. _____

Estimated Completion: ____% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No

Invoice Instructions:

Local Government must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order**:
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size

5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract Number: 1050254W02
 Contract Expiration Date: December 1, 2024
 TH Number: 5

Billing Period*: From _____ to _____
 Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$			
4. Direct Expense Costs: (Attach Supporting Documentation)	\$			
5. Subcontractor Costs: [firm name]	\$			
Net Earning Totals:	\$			
Total Amount due this invoice:				\$

Local Government: Complete this table when submitting an invoice for payment

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
XXXX			
XXXX			
XXXX			
Total			

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Local Government: _____

Signature: _____

Print Name: _____

Title: _____

For Invoice No.: _____

Progress Report Instructions:

1. Local Government must complete the progress report form, in its entirety.
2. Local Government must sign the progress report.
3. Local Government must include the completed, signed progress report as part of the invoice package, and submit it as instructed (see Contract and/or invoice form for further details).

(Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.)

MnDOT Contract No. 1050254W02
Contract Expiration Date: December 1, 2024
TH Number: 5

Billing Period: from _____ to _____
From: Ramsey County Regional Railroad Authority

Task	% of Total Contract	ENGINEERING ESTIMATE				Hours Budget	Hours Accrued This Period	Total Hours Accrued To Date	*% of Budget Hours Used
		% Work Completed This Period	% Work Completed To Date	Weight % Completed This Period	Weight % Work Completed to Date				
1	2	3	4	5	6	7	8	9	10
TOTALS:									

***Note: If Budgeted Hours Used for any task exceeds 100%, Contractor must attach an explanation to the invoice package.**

I certify that the above statement is correct, and certify that I have not knowingly made a false statement or used a false record in the preparation of this form:

Local Government's Project Manager

Date

ATTACHMENT B: Scope of Work and Budget

Riverview Corridor Modern Streetcar Project

Section 106 Work – Ramsey County and MnDOT CRU

September 1, 2022

Mead & Hunt

Mead & Hunt, Inc. is under contract with the Ramsey County Regional Rail Authority (RCRRA) to develop select historic contexts and to conduct a Phase I architectural history survey for the proposed Riverview Corridor Modern Streetcar Project (Riverview). In Ramsey County, the Riverview corridor extends along Trunk Highway (TH) 5 / West 7th Street in the city of Saint Paul. While the Locally Preferred Alternative for Riverview turns off TH 5/West 7th at 6th Street East, RCRRA is examining alternative approaches into downtown Saint Paul, including extending along TH 5/West 7th to Broadway Avenue. The project is anticipated to receiving funding from the Federal Transit Administration (FTA); therefore, it must comply with the requirements of Section 106, which requires identification and evaluation of historic properties.

The Minnesota Department of Transportation (MnDOT) is proposing to reconstruct TH 5/West 7th from Broadway Avenue to the Mississippi River bridge (Bridge 9300). The project includes roadway, sidewalk, and utility replacement. The project is anticipated to receiving funding from the Federal Highway Administration (FHWA); therefore, it must comply with the requirements of Section 106. The Cultural Resources Unit (CRU) in MnDOT acts on behalf of the FHWA for most steps in the Section 106 process.

RCCRA and MnDOT CRU wish to coordinate survey efforts to minimize redundancy between the required Section 106 considerations for both projects. RCCRA and MnDOT intend to enter into a partnership agreement to share the costs for the Phase I architectural history survey work in Ramsey County. Mead & Hunt's existing contract with Ramsey County includes Phase I survey work in Ramsey and Hennepin Counties. Since MnDOT's project does not extend into Hennepin County, that work will be performed solely for the Riverview project.

This scope and budget amends the original Task 4.4 History/Architecture Survey of the Riverview Project. The original Task 4.4 included context development, survey work from 6th Street East in St. Paul to the Mall of America, including properties in Ramsey and Hennepin Counties constructed prior to 1980, and preparation of up to 450 Phase I inventory forms and the Phase I inventory report. No Phase II evaluations were included in the scope.

Task 4.4 is being divided into two tasks – Task 4.4A for the work only in Ramsey County and Task 4.4B for the work in Hennepin County – to identify which aspects of the scope will apply to both the Riverview (Ramsey County) and West 7th Street (MnDOT CRU) projects and which aspects apply to only Ramsey County. Additional survey area in downtown St. Paul increases the number of Phase I properties by approximately 30 more. Due to anticipated project schedules, the Phase I survey is being expanded to include properties built through 1990, which is estimated to be approximately 20 additional properties. A total of 50 additional properties are estimated for the Ramsey County section. Separate Phase I inventory reports will be prepared to present the results for each task. The cost for Task 4.4A is anticipated to be shared by RCRRA and MnDOT.

Task 4.4A (Ramsey County) includes:

- Phase I survey of the first tier of adjacent properties in Ramsey County along West 7th Street from Broadway Avenue to Bridge 9300
- Inventory forms for Ramsey County properties (estimated to be 480 properties)
- Phase I inventory report for use by MnDOT CRU

Task 4.4B (Hennepin County) will include:

- Context development for both Ramsey and Hennepin County
- Phase I survey work in Hennepin County (from Bridge 9300 to the Mall of America) and Phase I survey work in Ramsey County that is beyond the first tier of properties (APE to be defined) – estimated to be 20 properties
- Inventory forms for Hennepin County properties
- Phase I inventory report for use by RCCRA and FTA. The report will also incorporate information for Ramsey County from Task 4.4B.

Revised Budget:

Total revised budget for Tasks 4.4A and 4.4B: \$445,239.83

Task 4.4A (Ramsey County) to be shared by Ramsey County and MnDOT CRU: \$370,092.33

Task 4.4B (Hennepin County) to be covered by Ramsey County: \$74,337.50

Original budget under contract with Ramsey County for Task 4.4: \$379,774.33

Contract amendment request for contract with Ramsey County: \$65,465.50

RIVERVIEW CORRIDOR
Revised Task 4

9/1/2022

Key Personnel and Role				Hourly Rate (\$)	Cost
	Task 4.4A History/ Architecture Survey Broadway to Bridge 9300	Task 4.4B - Hennepin County Survey	Total		
Mead & Hunt, Inc.					
Project Manager/Principal Investigator	172	27	199	\$208.00	\$ 41,392.00
Technical Advisor	136	32	168	\$152.00	\$ 25,536.00
Architectural Historian II	388	20	408	\$105.00	\$ 42,840.00
Architectural Historian I	600	124	724	\$105.00	\$ 76,020.00
GIS Technician	764	394	1158	\$100.00	\$ 115,800.00
Technical Editor	92	32	124	\$100.00	\$ 12,400.00
	484	64	548	\$95.00	\$ 52,060.00
Subtotal (hours and labor)	2636	693	3329		\$ 366,048.00
Expenses (see separate sheet for breakdown)	\$234	\$58			\$ 291.50
SUBCONTRACTOR - Hess Roise					
Charlene Roise, Internal Project Manager	10		10	\$175.00	\$ 1,750.00
Elizabeth Gales, Field Lead/Historian I	390		390	\$137.50	\$ 53,625.00
Rachel Peterson, Historian II	245		245	\$95.00	\$ 23,275.00
Subtotal (hours and labor)	645		645		\$ 78,650.00
Expenses (see separate sheet for breakdown)	\$250				\$ 250.00
TOTAL PROJECT HOURS BY TASK	3281	693	3974		
TOTAL COST BY TASK	\$ 370,902.33	\$74,337.50			
SUBTOTAL TASK 4					\$445,239.83
ORIGINAL TASK 4 COST					\$379,774.33
AMENDMENT COST					\$65,465.50