

Reference Numbers:

GBRT Project:	69006
Metropolitan Council:	19I056-F
City of Saint Paul:	TBD

PROJECT: GOLD LINE BUS RAPID TRANSIT PROJECT

MASTER AGREEMENT: Master Funding Agreement #19I056 – City of Saint Paul

PARTIES:

- **Metropolitan Council (“Council”)**
- **City of Saint Paul, Minnesota (“City”)**

SUBORDINATE FUNDING AGREEMENT #6 TO MFA
City of Saint Paul – RE: Construction of Local Work

This Subordinate Funding Agreement (“SFA”) with the City of Saint Paul is entered by and between the above-named Parties.

WHEREAS:

1. The Parties entered into a Master Funding Agreement (“MFA”) for the Gold Line Bus Rapid Transit Project (“Project”), effective on July 7, 2020.
2. The Parties provided in the MFA that certain aspects of funding for the Project, or components related to but not part of the Project, would be determined in subsequent SFAs.
3. The Project includes work requested by the City, designed under SFAs 1 through 5, and shown in Exhibit A and C hereby referred to as “Local Work,” for which the City will fund.
4. The Parties entered into a Joint Powers and Construction Cooperative Agreement (“JPCCA”) for Construction the Gold Line Bus Rapid Transit Project and Concurrent Non-Project Activities requested by the City of St. Paul, effective on February 22, 2022.
5. The Parties provided in the JPCCA that certain aspects of funding for the Project, or components related to but not part of the Project, would be determined in subsequent SFAs.
6. The Parties desire to enter this SFA to provide funding for proposed components related to, but not part of the Project, as described in the Specific Description of Funding Authorization of this agreement.

NOW, THEREFORE, in reliance on the statements in these recitals, the Parties hereby agree as follows:

1. **Amount of Authorized Funding.** The total cost for Local Work authorized by this SFA shall be up to, but not exceeding, the amount of \$1,204,975.83, unless authorized in a subsequent agreement or an amendment to this SFA.
2. **Payment.** The funds shall be payable in accordance with the payment schedule set forth in Exhibit B. Any changes to the scope or budget needed to complete the Local Work will be addressed through change orders funded through a separate Funding and Delegation for Change Order Authorization SFA to be entered into by the City and Council prior to award

of the civil construction contract.

3. **SFA Budget.** The budget for the Council's activities described in this SFA is provided in Exhibit A. City funds provided for this SFA may only be used for reimbursing the Council's costs for activities to be directly incurred within the described Specific Description of Funding Authorization and as detailed in the MFA.
4. **Engineer's Estimate.** The budget provided in Exhibit A includes all anticipated City participation construction items and the construction costs covered under this SFA and is based on engineer's estimated quantities and unit prices and may include any credits or lump sum costs. Upon verification of the lowest responsive and responsible bidder for the Project's construction contract, the Council will prepare a revised Exhibit A and B based on construction contract unit prices, which will replace and supersede the Exhibits A and B as part of this agreement. The revised Exhibits will be accompanied by the Council's recommendation for selection of the lowest responsible bidder. In the event that the Council does not award the Project due to higher than expected bids, the Council will consult with the City on the possibility of rebidding the Project, or may choose not to award the contract as provided in the JPCCA.

If the bid for this work exceeds the Engineers Estimate, the Council will request written confirmation from the City that it will proceed with the Local Work. The City will respond within 7 calendar days of the Council's request if the City will not move forward with the Local Work or if the City will request additional budget authority from the City Council. The City will have 45 calendar days to communicate to the Council whether it will:

- a. Amend this SFA, following the process outlined in the MFA to increase the not to exceed amount; or,
- b. Decide not to construct the Local Work along with the construction of the Project. In which case, the City will be responsible for additional costs incurred by the removal of the Local Work from the Project's design plans and/or construction bid documents. The Parties will enter into an SFA for the City to reimburse the Council for those costs.

The City is responsible for any costs due to changes associated with the Local Work and any delay of the Project caused by the City's decision process.

5. **Specific Description of Funding Authorization.** Activities to be performed by the Council and funded by the City include construction of the Local Work identified in Exhibit A.
6. **Project Activity Periods.** The project activity period for the purposes of this SFA shall be effective upon execution and shall terminate on the later date of:
 - a. the date all costs under this SFA have been paid;
 - b. the City's inspection and acceptance of the Local Work; or
 - c. unless terminated earlier consistent with the terms of the MFA.
7. **Entry onto Easements and Rights-of-Way.** In order to fulfill obligations under this SFA, the Parties hereby grant to each other the right to enter onto property and any easements and rights-of-way that the Parties may have obtained.

8. **Ownership and Maintenance.** Ownership of the Local Work shall transfer to the City as provided in the JPCCA.
9. **Inspections.** Inspections shall be conducted as provided in the JPCCA.
10. **Substantial Completion and Acceptance.** Substantial Completion and Acceptance shall be conducted as provided in the JPCCA.
11. **Project Management.** The Council shall perform, direct, and supervise all construction, contract administration, and inspection, if applicable, that the Council deems required or necessary and appropriate to complete the Local Work. All Local Work shall be performed by the Council or the Council's contractors, as directed by the Council, in accordance with the Contract Documents. The Council will actively pursue and manage each warranty identified for the duration of the warranty.
12. **Construction Management and Inspection.** The City's Sewer Utility intends to hire a consultant to provide full time sewer inspection services for all sanitary sewer Local Work that was designed under Design Phase SFA's #1, #3, and #5, including preparation record drawings for private sewer service repairs completed. For this work, the City will pay the Council a construction management charge equal to three (3) percent as shown in Exhibit A.

For the remainder of the Local Work, the City will pay the Council a construction management and inspection charge equal to eight (8) percent of the total City participation construction covered under this SFA as shown in Exhibit A.
13. **Incorporation.** The terms, conditions, and definitions of the MFA are expressly incorporated into this SFA except as modified herein.
14. **Counterparts.** The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
15. **Electronic Signatures.** The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW.]**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below. Furthermore, this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

CITY OF SAINT PAUL

By: _____
Its: Mayor

Date: _____

By: _____
Director of Public Works / City Engineer

Date: _____

By: _____
City Attorney's Office

Date: _____

METROPOLITAN COUNCIL

By: _____

Its: _____

Date: _____

LIST OF EXHIBITS

Exhibit	Description
A	Description of Local Work and Budget Detail
B	Payment Schedule
C	Plan Sheets

EXHIBIT A

Description of Local Work and Budget Detail

The Project includes work requested and funded by the City that was designed under SFAs 1 through 5, and shown in the utility plan sheets in Exhibit C including:

- a. a sewer separation project along Conway Street,
- b. additional pedestrian lighting along Hudson Road,
- c. sanitary sewer replacement near Hudson Road,
- d. conduit installation near the Burns Avenue / Trunk Highway 61 intersection, and,
- e. private sanitary sewer connections.

In addition to the costs of materials and construction, the City agrees to pay a construction management fee of 3% for the sewer work and a construction management and inspection fee of 8% for the lighting upgraded and conduit work.

Work Designed Under	Description of Work	Engineer's Estimate
SFA #1	Conway Street Sewer Separation	\$173,519.85
SFA #3	Twin Sanitary Sewer Replacement	\$ 286,463.63
SFA #5	Sanitary Sewer Replacement and Cleaning, Televising	\$155,469.30
	Construction management (3% on \$615,452.78)	\$18,463.58
SFA #2	Street Lighting Upgrades	\$538,543.45
SFA #4	TH 61 / Burns Conduit	\$50,979.60
	Construction management and inspection (8% on \$589,523.05)	\$47,161.84
	Total SFA	\$1,204,975.83

Insert PDF of engineers cost estimate in executed copy

EXHIBIT B

Payment Schedule for Local Work

Sanitary Sewer Work

Payment #	Payable on or before:	Amount
1	35 Days Following GBRT Project Civil Contract Notice to Proceed (80%)	\$507,133.09
2	March 31, 2023 (20%)	\$126,783.27

Lighting and Conduit Work

Payment #	Payable on or before:	Amount
1	35 Days Following GBRT Project Civil Contract Notice to Proceed (80%)	\$509,347.92
2	March 31, 2023 (20%)	\$127,336.98

Accounts to charge to:

Work Designed Under	Description of Work	Charge to City Funds
SFA #1	Conway Street Sewer Separation	64031950-76805-C3164022000-76115 (2022 Major Sewer Repairs Fund)
SFA #3	Twin Sanitary Sewer Replacement	64031950-76805-C3164022000-76115 (2022 Major Sewer Repairs Fund)
SFA #5	Sanitary Sewer Replacement and Cleaning, Televising (from the 2/10/22 cost estimate spreadsheet)	Items 2 and 4: 64031712 – 73105 (Sewer Utility Account) Items 1, 3 and 5: 64031950-76805-C3164022000-76115 (2022 Major Sewer Repairs Fund)
SFA #2	Street Lighting Upgrades	
SFA #4	TH 61 / Burns Conduit	

EXHIBIT C

Plan Sheets

Insert Plan sheets