

Reference Numbers:

GBRT Project:	69006
Metropolitan Council:	19I069-B
St. Paul Regional Water Services:	22-00-002

PROJECT: **GOLD LINE BUS RAPID TRANSIT PROJECT**

MASTER AGREEMENT: **Master Funding Agreement #19I069 – St. Paul Regional Water Services**

PARTIES:

- **Metropolitan Council (“Council”)**
- **St. Paul Regional Water Services (“SPRWS”)**

SUBORDINATE FUNDING AGREEMENT #2 TO MFA
St. Paul Regional Water Services – RE: Construction of Local Work

This Subordinate Funding Agreement (“SFA”) with the Board of Water Commissioners of the City of St. Paul (“Board”), a municipal corporation under the laws of the State of Minnesota doing business as Saint Paul Regional Water Services (“SPRWS”), 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 April 3, 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 SPRWS to replace municipal watermain located along Hudson Road, hereby referred to as “Local Work,” for which SPRWS will fund.
4. 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 \$958,609.16 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 an amendment to this SFA.
3. **SFA Budget.** The budget for the Council’s activities described in this SFA is provided in Exhibit A. SPRWS 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 SPRWS 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 based on construction contract unit prices, which will replace and supersede the Exhibit A as part of this agreement. In the event Exhibit A changes after verification of the lowest and responsive bid, a Revised Exhibit B will replace and supersede Exhibit B as part of this Agreement.

If the bid for this work exceeds the Engineers Estimate, SPRWS will have 30 days to decide between one of the two options and communicate that decision to the Council:

- 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, SPRWS 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 SPRWS to reimburse the Council for those costs. The Council will also provide a cost estimate for the redesign if requested by SPRWS.
5. **Specific Description of Funding Authorization.** Activities to be performed by the Council and funded by SPRWS include construction of the Local Work identified in Exhibits A and D.
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. SPRWS's inspection and acceptance of the Local Work, in accordance with the procedures outlined in Exhibit C; 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.** Unless otherwise noted on Exhibit A or C, after substantial completion of the Local Work, the Local Work shall become property of SPRWS and all associated warranties and guarantees provided by the Council's contractor(s) performing work on the Local Work shall become property of SPRWS. Upon SPRWS becoming the owner of the Local Work, SPRWS will be responsible for operation and maintenance of the Local Work.
9. **Project Management.** Except for SPRWS's responsibilities outlined in Exhibit C, 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, defined in Exhibit D, for the Project. The Council will actively pursue and manage each warranty identified for the duration of the warranty.

10. **Construction Management.** SPRWS will pay the Council a construction engineering charge equal to three (3) percent of the total SPRWS participation construction covered under this SFA.
11. **Incorporation.** The terms, conditions, and definitions of the MFA are expressly incorporated into this SFA except as modified herein.
12. **Counterparts.** The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
13. **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.

**BOARD OF WATER COMMISSIONERS OF
THE CITY OF SAINT PAUL**

Approved as to form:

By: _____
Its: President

By: _____
Its: General Manager, SPRWS

Date: _____

Date: _____

By: _____
Its: Secretary

By: _____
Its: Assistant City Attorney

Date: _____

Date: _____

By: _____
Its: Director, Office of Financial Services

Date: _____

METROPOLITAN COUNCIL

By: _____

Its: _____

Date: _____

Reference Numbers:

GBRT Project:	69006
Metropolitan Council:	19I069-B
St. Paul Regional Water Services:	22-00-002

LIST OF EXHIBITS

Exhibit	Description
A	Description of Local Work and Budget Detail
B	Payment Schedule
C	Procedures for Inspection & Acceptance of Local Work
D	Utility Plan Sheets showing location and summary of work

EXHIBIT A

Description of Local Work and Budget Detail

Work Designed Under	Description	Engineer's Estimate
SFA #2	Removal and reconstruction of water main, new water service connection located along Hudson Road within the GBRT Project corridor	\$930,688.50
	Construction Management (3%)	27,920.66
	Total	\$958,609.16

EXHIBIT B

Payment Schedule for Local Work

Payment #	Payable on or before:	Amount
1	35 Days Following GBRT Project Civil Contract Notice to Proceed (1/3)	\$319,536.39
2	95 Days Following GBRT Project Civil Contract Notice to Proceed	\$319,536.39
3	155 Days Following GBRT Project Civil Contract Notice to Proceed	\$319,536.39

EXHIBIT C

Procedures for Inspection & Acceptance of Local Work

The Council shall be responsible for constructing all Local Work at the sole cost and expense of SPRWS, in accordance with the contract specifications, drawing, and change orders ("Contract Documents"). SPRWS shall have the right to review and inspect, at its sole cost and expense exclusive of this SFA, the as-built condition of all Local Work for compliance with Contract Documents prior to SPRWS's acceptance of the Local Work from the Council.

Inspection Process:

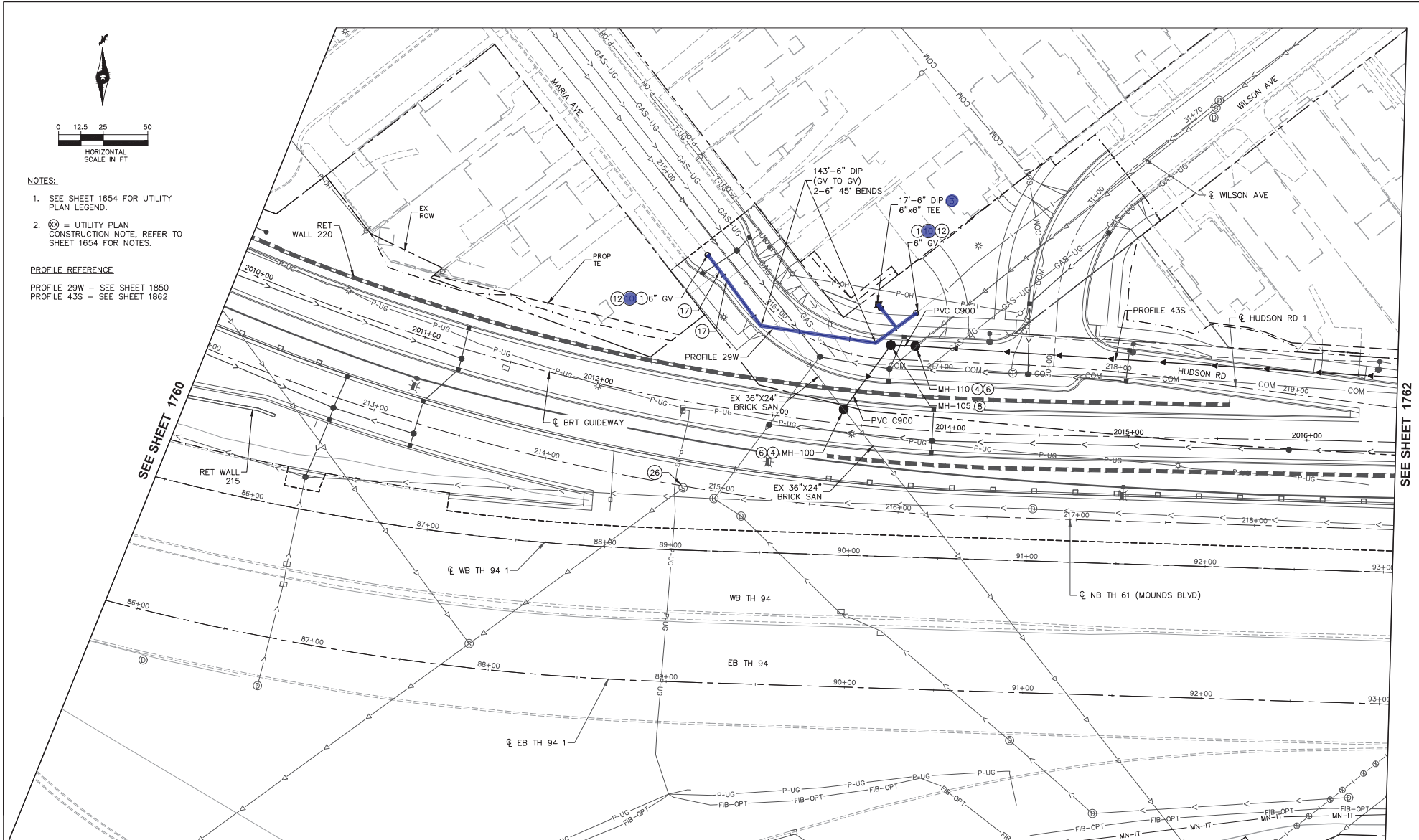
1. The Council shall provide SPRWS with seven (7) days advance notice of the date on which the Council anticipates reaching an inspection-point for any Local Work.
2. The Council shall notify SPRWS of the date on which the inspection-point has been achieved and the Local Work is available for SPRWS's inspection. SPRWS shall complete its inspection, at its sole cost and expense exclusive of this SFA, within seven (7) days from the date of such notice that the Local Work has reached an inspection-point.
3. SPRWS shall provide the Council with written notice of any work that does not strictly conform to the Contract Documents ("Defective Work") identified by SPRWS in its inspection within seven (7) days from such inspection. SPRWS's notice of Defective Work must specify the reason(s) the Local Work is defective, and the actions which, in the opinion of SPRWS, must be taken to make the Local Work conform to the Contract Documents. The Council shall in good faith take reasonable steps to address the Defective Work specified in SPRWS's notice.
4. If the Council concurs with SPRWS's opinion regarding Local Work, the Council shall require its contractor to make corrections. The Council shall notify SPRWS when the Local Work identified by SPRWS as Defective Work has been corrected, and SPRWS shall have up to five (5) business days to conduct an inspection of the corrected Local Work. Upon such further inspection, SPRWS shall either provide a further notice of Defective Work, or a notice that the Defective Work has been corrected. The process shall repeat until the Defective Work is in compliance with the Contract Documents. Disagreements between the Council and SPRWS with respect to the existence of Defective Work shall be resolved in accordance with the Dispute Resolution process outlined in the Master Funding Agreement.
5. SPRWS's failure to inspect the Local Work within the time specified in this Exhibit shall be deemed to waive SPRWS's right to inspect the Local Work. SPRWS's failure to inspect the Local Work, or to notify the Council of Defective Work within the time specified in this Exhibit shall be deemed a waiver of SPRWS's right to request any further changes.

Substantial Completion and Acceptance:

1. The Council will provide SPRWS with written notice of the substantial completion after the Council determines that all of the Local Work to be constructed pursuant to this SF A have progressed to the point it is sufficiently complete and in accordance with the Contract Documents. Together, the Parties will inspect the Local Work in accordance with the Inspection Process outlined above.

2. After the joint inspection, and acceptance of the Local Work by SPRWS, the SPRWS shall provide the Council written acknowledgment that the Local Work has been completed and are suitable for its intended use and SPRWS' maintenance responsibilities related to the Local Work will begin.

Nov. 15 2021 10:23 am C:\cadd\dwg\p\35A\0218635\SEC2-UTL-PUN.dwg By: rdnovom



NO.	REVISIONS	BY	APP	DATE

DRAWN:
DJD
DESIGNED:
CJB
CHECKED:
PJH

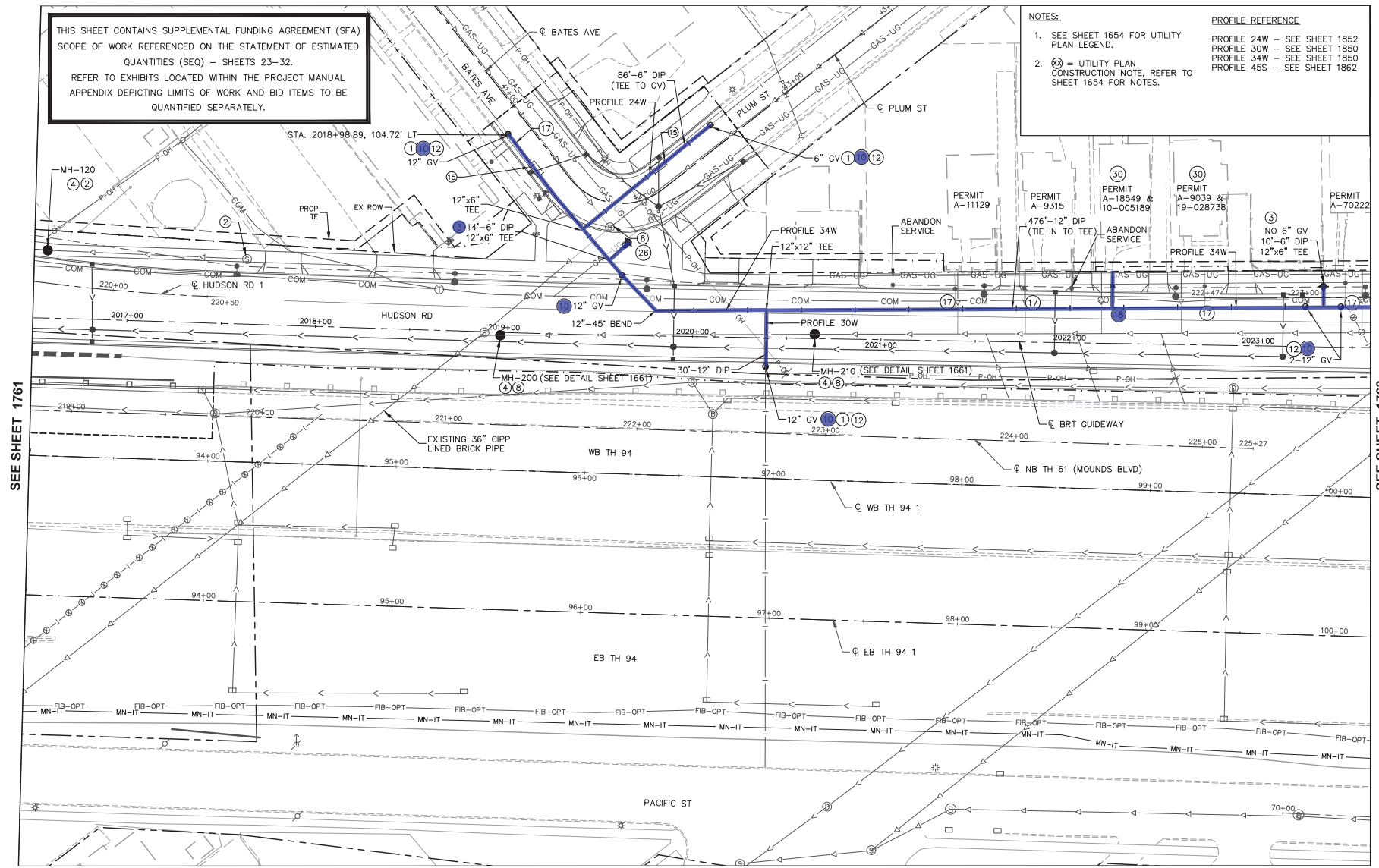
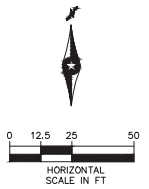


I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
CERTIFIED BY: *Corey Bergman*
LIC. NO. 45853 DATE 09/24/2021

UTILITY PLAN
STATE PROJ. NO. 6217-45 (TH 3), 6221-110 (TH 61), 6283-254 (TH 94), 6220-87 (TH 61), 8282-139 (TH 94), 8286-93 (TH 694)
1761 OF 2649

THIS SHEET CONTAINS SUPPLEMENTAL FUNDING AGREEMENT (SFA) SCOPE OF WORK REFERENCED ON THE STATEMENT OF ESTIMATED QUANTITIES (SEQ) - SHEETS 23-32. REFER TO EXHIBITS LOCATED WITHIN THE PROJECT MANUAL APPENDIX DEPICTING LIMITS OF WORK AND BID ITEMS TO BE QUANTIFIED SEPARATELY.

- NOTES:**
- SEE SHEET 1654 FOR UTILITY PLAN LEGEND.
 - ⊗ = UTILITY PLAN CONSTRUCTION NOTE, REFER TO SHEET 1654 FOR NOTES.
- PROFILE REFERENCE**
- PROFILE 24W - SEE SHEET 1852
 - PROFILE 30W - SEE SHEET 1850
 - PROFILE 34W - SEE SHEET 1850
 - PROFILE 45S - SEE SHEET 1862



SEE SHEET 1761

SEE SHEET 1763

Nov. 15 2021 10:25 am C:\cadd\dwg\p\p\35A\0218635\SEC02-UTL-PUN.dwg By: rdnovom

NO.	REVISIONS	BY	APP	DATE

DRAWN: DJD
DESIGNED: CJB
CHECKED: PJH



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

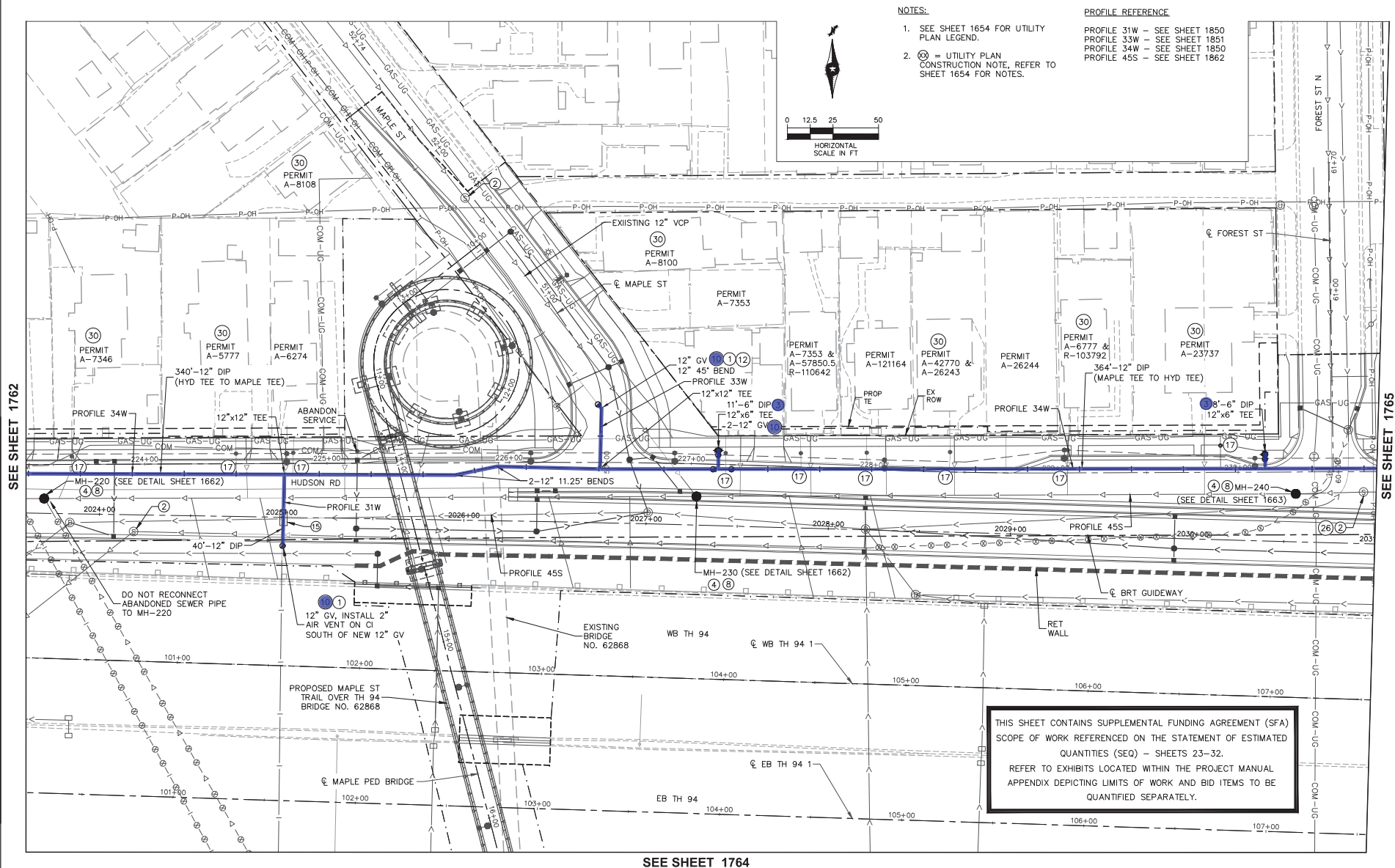
CERTIFIED BY: *Corey Bergman*
COREY BERGMAN
LIC. NO. 45853 DATE 09/24/2021

UTILITY PLAN

STATE PROJ. NO. 6217-45 (TH 3), 6221-110 (TH 61), 6283-254 (TH 94), 6220-87 (TH 61), 8282-139 (TH 94), 8286-93 (TH 694)

1762 OF 2649

Nov. 22 2021 03:17 pm C:\odds\dwg\p1635\16218635 SEC02-UTL-PLAN.dwg By: rdenovan



NO.	REVISIONS	BY	APP	DATE

DRAWN: DJD
DESIGNED: CJB
CHECKED: PJH

Kimley-Horn
Sambatak
METRO Gold Line

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

CERTIFIED BY: *Corey Bergman*
COREY BERGMAN
LIC. NO. 45853 DATE 09/24/2021

UTILITY PLAN

STATE PROJ. NO. 6217-45 (TH 3), 6221-110 (TH 61), 6283-254 (TH 94), 6220-87 (TH 61), 8282-139 (TH 94), 8286-93 (TH 694)

1763 OF 2649

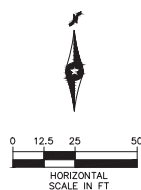
Nov. 10 2021 04:46 pm C:\sddata\gwa\gic3d\0218635 SEC02-UTL-PUL.dwg By: rdanovan

NOTES:

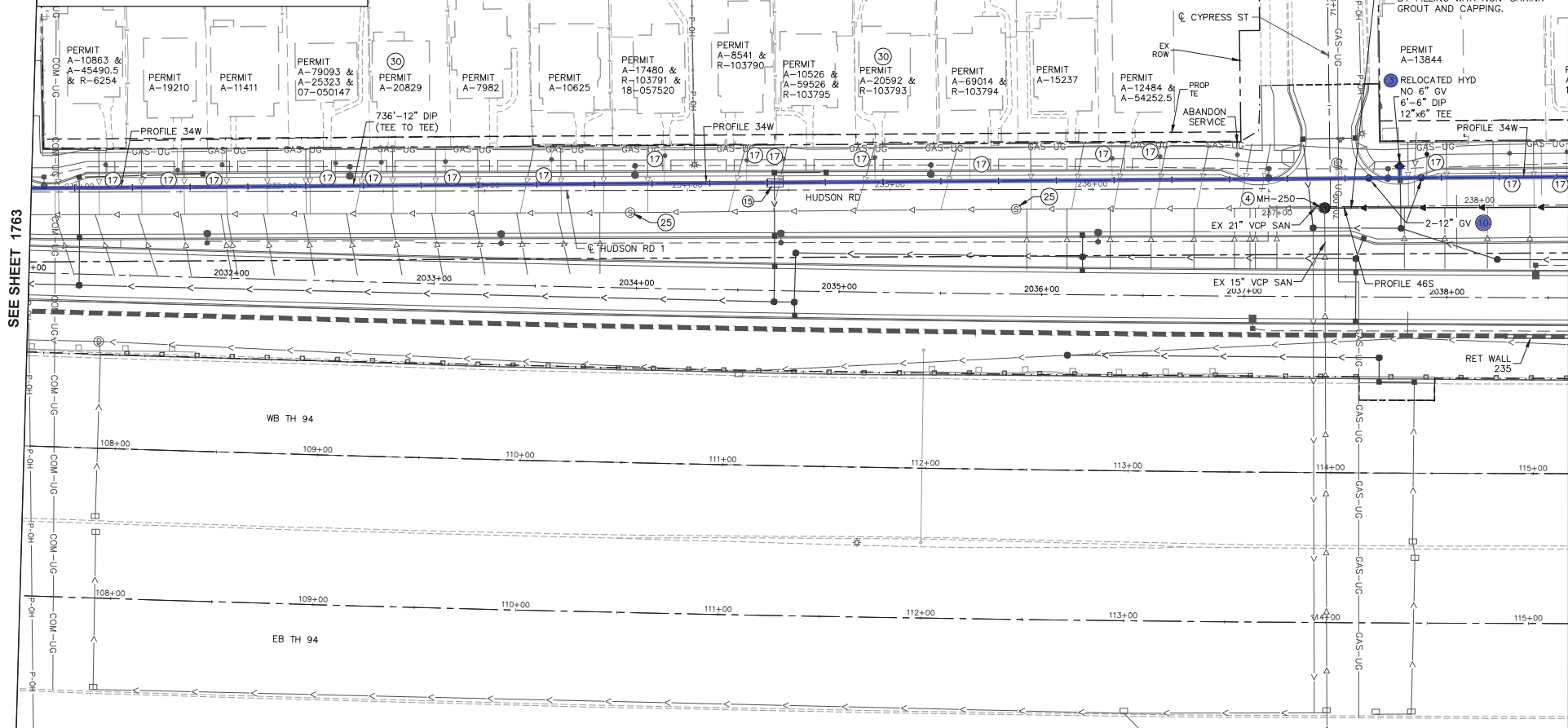
1. SEE SHEET 1654 FOR UTILITY PLAN LEGEND.
2. (X) = UTILITY PLAN CONSTRUCTION NOTE, REFER TO SHEET 1654 FOR NOTES.

PROFILE REFERENCE

PROFILE 34W - SEE SHEET 1851
PROFILE 46S - SEE SHEET 1863



THIS SHEET CONTAINS SUPPLEMENTAL FUNDING AGREEMENT (SFA)
SCOPE OF WORK REFERENCED ON THE STATEMENT OF ESTIMATED
QUANTITIES (SEQ) - SHEETS 23-32.
REFER TO EXHIBITS LOCATED WITHIN THE PROJECT MANUAL
APPENDIX DEPICTING LIMITS OF WORK AND BID ITEMS TO BE
QUANTIFIED SEPARATELY.



SEE SHEET 1763

SEE SHEET 1766

NO.	REVISIONS	BY	APP	DATE

DRAWN:
DJD
DESIGNED:
CJB
CHECKED:
PJH



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

CERTIFIED BY Corey Bergman
LIC. NO. 45853 DATE 09/24/2021

UTILITY PLAN

STATE PROJ. NO. 6217-45 (TH 3), 6221-110 (TH 61), 6283-254 (TH 94),
6220-87 (TH 61), 8282-139 (TH 94), 8286-93 (TH 694)

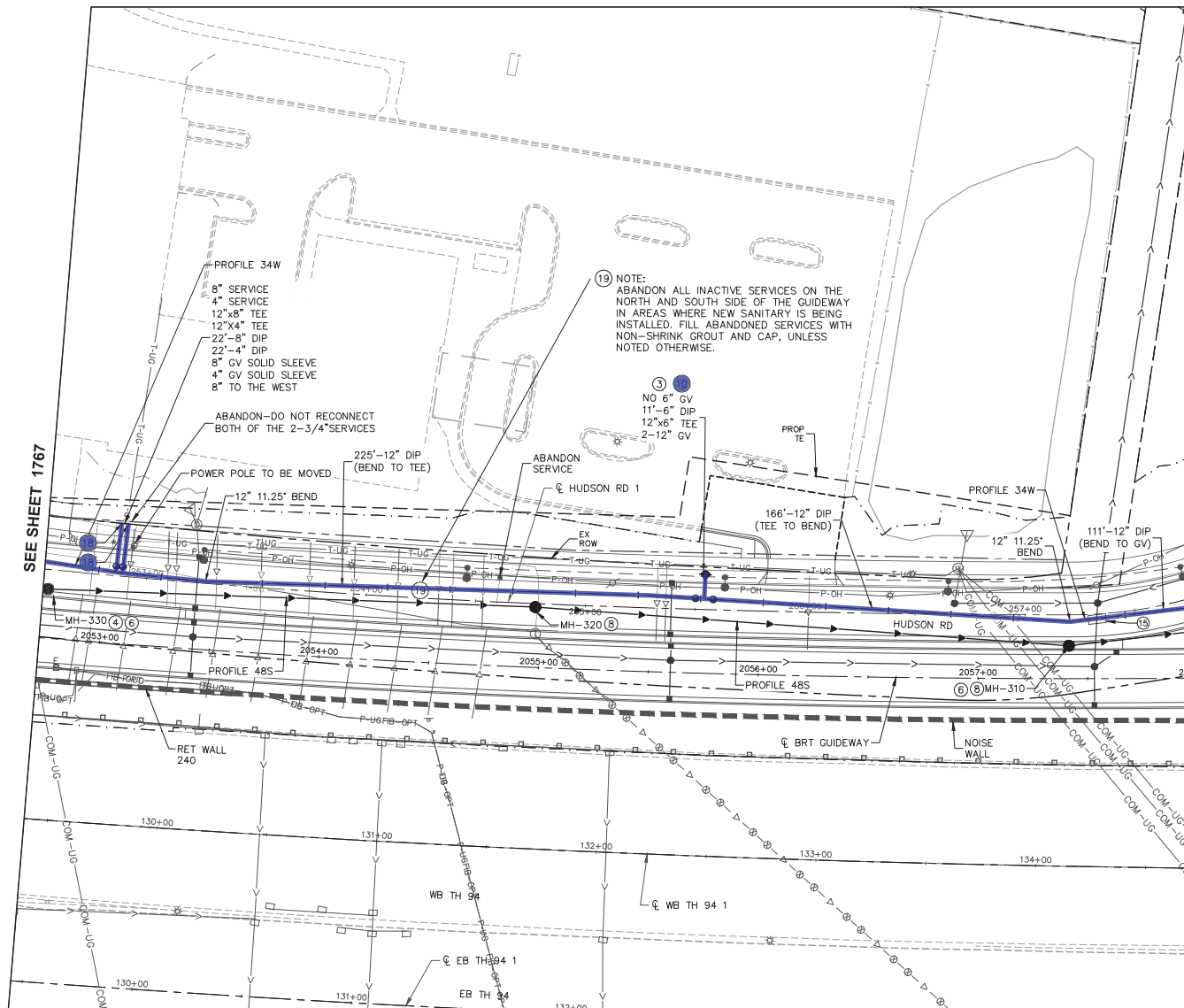
1765 OF 2649



UTILITY PLAN			
STATE PROJ. NO.	6217-45 (TH 3), 6221-110 (TH 61), 6283-254 (TH 94), 6220-87 (TH 61), 8282-139 (TH 94), 8286-93 (TH 694)	1766	OF 2649

Nov. 10 2021 04:20 pm C:\Users\rdonovan\appdata\local\temp\acPublish_30068\SEC2-UTL-PLN.dwg By: rdonovan

SEE SHEET 1769



NOTES:

1. SEE SHEET 1654 FOR UTILITY PLAN LEGEND.
2. (X) = UTILITY PLAN CONSTRUCTION NOTE, REFER TO SHEET 1654 FOR NOTES.

PROFILE REFERENCE

PROFILE 34W - SEE SHEET 1851
PROFILE 48S - SEE SHEET 1862

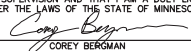
SEE SHEET 1770

NO.	REVISIONS	BY	APP	DATE

DRAWN: DJD	  
DESIGNED: CJB	
CHECKED: PJH	



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

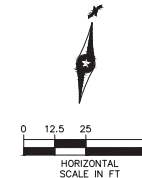
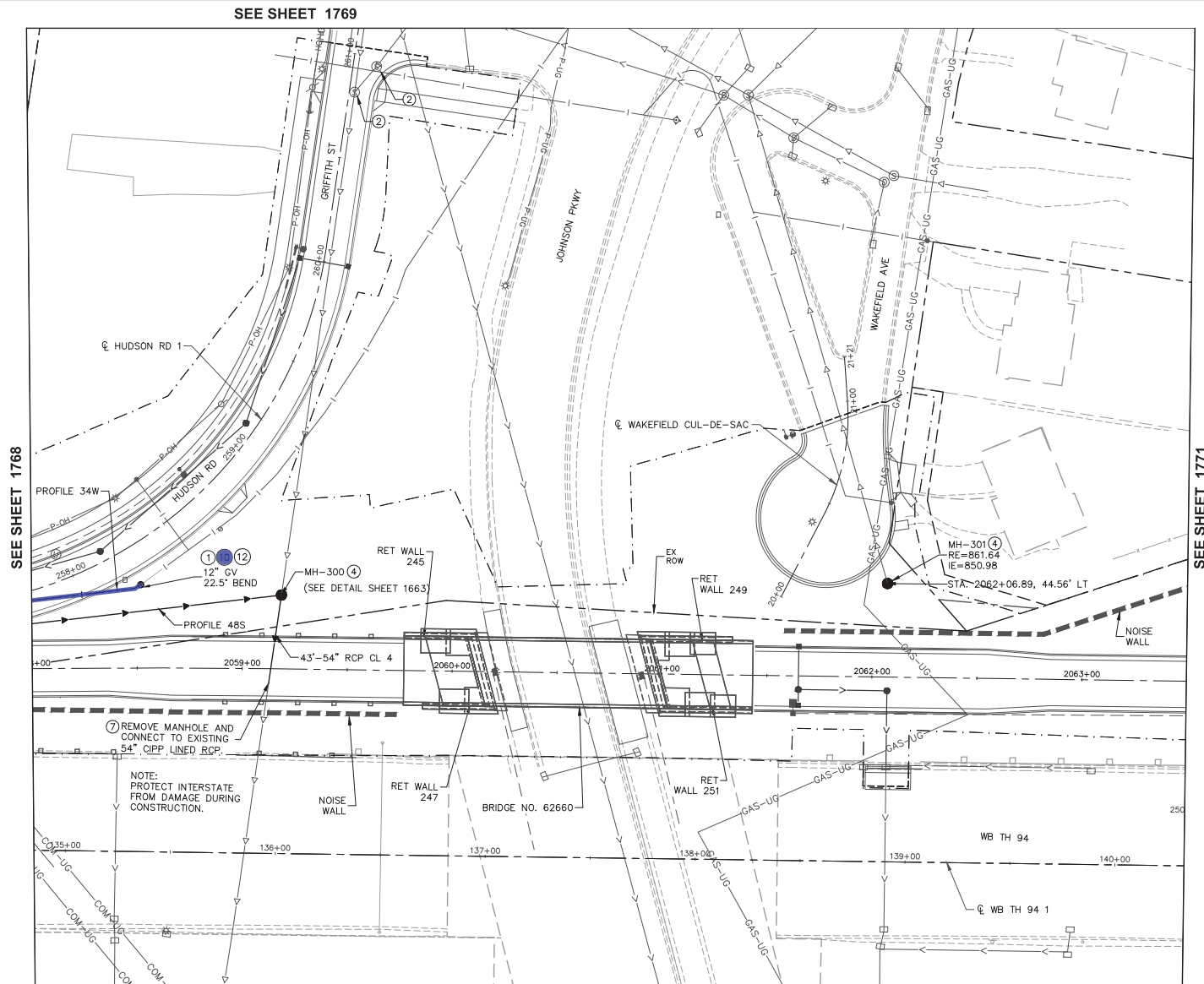
CERTIFIED BY: 
COREY BERGMAN
LIC. NO. 45853 DATE 09/24/2021

UTILITY PLAN

STATE PROJ. NO. 6217-45 (TH 3), 6221-110 (TH 61), 6283-254 (TH 94), 6220-87 (TH 61), 8282-139 (TH 94), 8286-93 (TH 694)

1768 OF 2649

Sept. 23, 2021 07:54 am C:\cadd\p\m\j\c\2\1\0218635\SEC2-UTL-PLN.dwg By: rlanovan



NOTES:

1. SEE SHEET 1654 FOR UTILITY PLAN LEGEND.
2. (Symbol) = UTILITY PLAN CONSTRUCTION NOTE, REFER TO SHEET 1654 FOR NOTES.

PROFILE REFERENCE

PROFILE 34W - SEE SHEET 1851
PROFILE 48S - SEE SHEET 1862

NO.	REVISIONS	BY	APP	DATE

DRAWN: DJD
DESIGNED: CJB
CHECKED: PJH

Kimley-Horn
Sambalak



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

CERTIFIED BY: *Corey Bergman*
COREY BERGMAN
LIC. NO. 45853 DATE 09/24/2021

UTILITY PLAN

STATE PROJ. NO. 6217-45 (TH 3), 6221-110 (TH 61), 6283-254 (TH 94), 6220-87 (TH 61), 8282-139 (TH 94), 8286-93 (TH 694)

1770 OF 2649