

Exhibit I

Form of Central Stormwater Easement

Central Stormwater and Open Space Easement Agreement (Ford Site)

This Central Stormwater and Open Space Easement Agreement (“Agreement”) is made and entered into effective as of December __, 2019 by and between PROJECT PAUL, LLC, a Delaware limited liability company, its successors and assigns (“Owner”) and the CITY OF SAINT PAUL, MINNESOTA, a Minnesota statutory city (the “City”).

Recitals:

A. Owner is the owner of certain real property situated in the city of Saint Paul (the “City”), county of Ramsey, state of Minnesota, and legally described in the attached **Exhibit A-1** (the “Property”), which such Property is a part of that certain larger parcel of land consisting of approximately 122 acres which formerly contained a Ford car and truck assembly plant and is commonly known as the Ford Redevelopment Site (the “Redevelopment Area”).

B. The Redevelopment Area and the Property are subject to the “Ford Site Zoning and Public Realm Master Plan” adopted by the City pursuant to City Council Resolution No. RES PH 17-261 and City Ordinance No. ORD 17-40, as amended by City Council Resolution No. RES PH 19-73 and City Ordinance No. ORD 19-19, and further amended by City Council Resolution No. RES PH 19-256 and City Ordinance No. ORD 19-54 (collectively, the “Master Plan”).

C. The Redevelopment Area and Property are also currently subject to that certain Redevelopment Agreement (the “Redevelopment Agreement”) and that certain Site Improvement Performance Agreement (the “Site Improvement Performance Agreement”), each dated December __, 2019 and each entered into by and among Owner, the City, and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority”), pursuant to which Owner will construct and install certain infrastructure improvements within the Redevelopment Area and the City and the Authority will provide certain financial assistance in connection with such improvements, all in furtherance of the redevelopment of the Redevelopment Area in accordance with the Master Plan.

D. Pursuant to the Redevelopment Agreement and the Site Improvement Performance Agreement, Owner has agreed to (i) improve that portion of the Property depicted on **Exhibit A-2** (the “Central Stormwater Easement Area”) with certain improvements and infrastructure which facilitate the collection, retention, treatment, and distribution of stormwater, including all depressions, associated pipes, routes, areas, devices, and other improvements on the Property used or maintained for the treatment, drainage and collection of stormwater, as such improvements and infrastructure will be designed and engineered in accordance with the Site Improvement Performance Agreement (the “Central Stormwater Utility”) and (ii) improve that portion of the Property adjoining and surrounding the Central Stormwater Utility and depicted on **Exhibit A-3** (the “Central Open Space Easement Area”) for use as a privately-owned, publicly-accessible open space (the “Central Open Space Feature”), all upon the terms and conditions set forth in this Agreement.

E. Pursuant to the Redevelopment Agreement and the Site Improvement Performance Agreement, the City and Owner have agreed to enter into this Agreement to provide for (i) Owner's grant of an easement to the City to allow for the City's occupancy of and access to the Central Stormwater Easement Area and for the operation, maintenance, repair, and replacement of the Central Stormwater Utility, and (ii) the City's obligation to operate, manage, and maintain the Central Stormwater Utility.

F. Pursuant to the Redevelopment Agreement and the Site Improvement Performance Agreement, the City and Owner have also agreed to enter into this Agreement to provide easements for stormwater overflow and pedestrian access over and upon the Central Open Space Feature and to impose certain no-build covenants with respect to the Central Open Space Feature.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as set forth below.

1. Recitals. The Recitals are incorporated into this Agreement by this reference, including the definitions set forth therein.

2. Stormwater Easement.

(a) Grant of Easement. Subject to the terms and conditions of this Agreement, Owner hereby grants and conveys to the City, a perpetual, exclusive easement over, across, under and through the Central Stormwater Easement Area, for the purposes of (i) stormwater drainage, retention, detention, treatment, distribution, collection, and management (ii) placement and occupancy of the Central Stormwater Utility improvements, and (iii) reasonable access over, under, upon, and through the Central Stormwater Easement Area for the operation, maintenance, repair, replacement of the Central Stormwater Utility. This easement includes the right of the City, its contractors, employees, agents, to: (A) route, transfer, and direct stormwater from parcels within the Redevelopment Area to the Central Stormwater Feature, in the amount and to the extent provided in the final engineered plans and specifications for the Central Stormwater Feature as approved in a accordance with the Site Improvement Performance Agreement and (B) the reasonable right to enter the Property for the purposes of carrying out its obligations under below.

(b) City's Maintenance Obligations. The City shall, at its sole cost and expense, operate, maintain and repair the Central Stormwater Utility in a condition and similar manner to that of comparable stormwater facilities located within the Minneapolis-Saint Paul metropolitan area and in accordance with all relevant rules, laws, and/or regulations governing the operation and maintenance of stormwater facilities (including, without limitation, as the same may be promulgated by the local watershed district). Without limiting the generality of the foregoing, such maintenance shall include [(i) maintaining the water quality treatment and removal efficiency of the Central Stormwater Utility; (ii) the repair and removal of sediment, trash, debris, and other pollutants from the Central Stormwater Utility and all related pre-treatment devices; (iii) the periodic removal of sedimentation within the pre-treatment device and any structures upstream of the Central Stormwater Feature; (iv) the removal of any blockage within the Central Stormwater Utility that may impede the drainage of the site, and (v) control weeds and noxious species located in and around the Central Stormwater Utility] [Maintenance requirements to be confirmed engineer following final design of the Central Stormwater Utility]. If, as a result of any such maintenance or repair of the Central Stormwater Utility, the Central Open Space Feature or the improvements located thereon are damaged or destroyed, the City shall, at its sole cost and expense, restore the affected portion of the Central Open Space Feature to a condition equal to or better, to the extent practical, than the condition which existed prior to the commencement of such work.

3. Public Access Easement.

(a) Declaration of Easement. Subject to the terms and conditions of this Agreement, Owner hereby declares a perpetual, non-exclusive easement over and across the exterior, ground level of Central Open Space Easement Area for the purpose of the general public utilizing the Central Open Space Feature for pedestrian access, passage, and temporary gathering. Notwithstanding the foregoing, such easement shall not include any right of use of the Central Open Space Feature by bicycles, segways, rollerblades, skateboards, scooters or other wheeled or motorized devices (other than wheelchairs). This easement also includes the right of the City to allow the stormwater within the Central Stormwater Utility to temporary overflow and encroach onto the Central Open Space Easement Area in a manner consistent with the engineering specifications of the Central Stormwater Utility as set forth in the Site Improvement Performance Agreement.

(b) Reservations. The foregoing easement shall be subject to the following reservations as well as the other applicable provisions contained in this Agreement:

(i) Owner reserves and retains the right at any time and from time to time to exclude and restrain any person or entity who is not a Permittee (defined below) from using the Central Open Space Feature. As used in this Agreement, “Permittee” means any individual persons, other than those engaged in civic, public, charitable or political activities, including, without limitation, (A) exhibiting any placard, sign or notice, (B) distributing any circular, handbill, placard or booklet, (C) soliciting memberships, signatures or contributions for private, civic, public, charitable or political purposes, (D) parading, picketing or demonstrating, or (E) failing to follow reasonable rules and regulations established by Owner relating to the use and operation of the Central Open Space Feature, including reasonable hours of operation, which hours may be consistent with hours of operation maintained by the City for public parks operated by the City.

(ii) Owner reserves and retains the right to temporarily close off portions of the Central Open Space Feature and/or to erect or place barriers in and around areas on the Property (including, without limitation, the Central Open Space Feature) for such period as shall be reasonably necessary in connection with any emergency, alteration, redevelopment, construction, repair or maintenance of the Property and adjacent property or in order to ensure either safety of persons or protection of property.

(iii) Owner reserves and retains any and all other property and use rights in and to the Central Open Space Feature (including, without limitation, the right to grant other easements over, under and upon the Central Open Space Feature), so long as such use does not materially and unreasonably interfere with the Central Stormwater Utility easement or the passage and accommodation of pedestrians (it being expressly understood that the use of the Central Open Space Feature for underground utilities, pedestrian traffic, landscaping and/or signage shall be deemed not to materially interfere with such passage or accommodation).

Notwithstanding an earlier grant of the easements described in Section 2 and Section 3, the rights and obligations of the City and public, as applicable, with respect to such easements will only commence upon delivery and acceptance, as applicable, of the Central Stormwater Utility and/or Central Stormwater Feature in accordance with the Site Improvement Performance Agreement.

4. No-Build Restriction. Subject to the terms and conditions of this Agreement, Owner hereby declares a perpetual restriction over and above the Central Open Space Feature so as to prohibit Owner

from constructing, maintaining, or installing any buildings, structures, or other permanent vertical improvements within the Central Open Space Feature (the “No Build Restriction”); provided, however, that this No Build Restriction shall not prevent the Central Open Space Feature from being used as or improved with sidewalks, plazas, patios, walkways, other surface hardscapes; green space, planters, plantings, trees, shrubs, other landscaping features; and/or benches, tables, chairs, fences, irrigation systems, and/or signage. Furthermore, and notwithstanding the foregoing, Owner may, from time to time, request that the City consent to a modification to the No Build Restriction in order to construct any amenity or permanent structures within the Central Open Space Feature which is ancillary to and consistent with the public benefit of the easement rights granted under Section 3 (e.g., a small restaurant, an ice skating rink, a kayak rental facility), and the City shall not unreasonably deny, condition, or delay its consent to any such a modification. Notwithstanding the above, the City must have access to the Central Stormwater Utility in conformance with the grant and maintenance specified in Section 2 above. If any structure located on the Property to which the City has not consented to in accordance with this section impairs the City’s easement, specifically the grant and maintenance described in Section 2 above, then following reasonable prior notice to Owner and a reasonable opportunity to cure, the City may remove such structure at Owner’s expense, or the Owner will remove, and any restoration (other than superficial, surface restoration) will be at no cost to the City. If the City consents to any such modification, Owner may execute and record an amendment to this Agreement setting forth the modification to the No Build Restriction in a form mutually acceptable to Owner and the City, and, upon Owner’s request, the City shall join in the execution and delivery of such amendment.

5. Relocating and Documenting Easements. If, following the actual construction of the Central Stormwater Utility and Central Open Space Feature in accordance with the Site Improvement Performance Agreement, the easements hereby granted, declared, and created are incorrectly described and/or defined with respect to location or width, either the Owner or the City may prepare and document such descriptions or such accurate descriptions in a supplement to this Agreement (a “Defining Supplement”) and the other party agrees to execute and deliver such Defining Supplement in recordable form within 45 days of receipt by each such other party of information (such as a licensed surveyor’s certification) that the descriptions are accurate and complete; unless within said 45 days such other party objects in writing to such Defining Supplement as not conforming to and/or is inconsistent with the provisions of this Agreement, the Redevelopment Agreement, and/or the Site Improvement Performance Agreement, and sets forth the ways in which such Defining Supplement is so non-conforming and/or inconsistent. If one of the parties objects to the initial Defining Supplement, the parties have 90 days from the receipt of the first Defining Supplement to reach an agreement. If the parties are unable to reach an agreement, then within this 90-day negotiation period a representative of the Owner and the City’s Public Works Director shall meet in an attempt to reach an agreement on the Defining Supplement. Then, and only then, if no agreement, may either party bring an action per Section 12 below. If, after request and failure of any party to execute a Defining Supplement that conforms to and is consistent with this Agreement, a requesting party may bring an action per Section 12 below. The party requesting such documentation shall pay the cost of preparing and filing or recording such documentation, but each party shall be responsible for its own legal and other consultants’ costs, if any, in assuring itself that the descriptions are accurate, complete, conform to and are consistent with the provisions of this Agreement.

6. No Waiver. The failure of Owner or the City to insist upon strict performance of any of the terms or conditions hereof shall not be deemed a waiver of any rights or remedies which Owner or the City may have hereunder, at law or in equity, or respecting third-party claims, and shall not be deemed a waiver of any subsequent breach or default in any of such terms or conditions.

7. Notices. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered

if it is (a) dispatched by registered or certified mail, postage prepaid, return receipt requested, (b) sent by recognized overnight courier (such as Federal Express), or (c) delivered personally, as follows:

- If to Owner: The address of record for real property tax assessment notices with respect to the Property.

- If to the City: City of Saint Paul (PED)
City Hall Annex
25 West 4th Street, Suite 1300
Saint Paul, MN 55102
Attn: Director of Planning and Economic Development

- With a copy to: City of Saint Paul (OFS)
700 City Hall and Courthouse
15 Kellogg Boulevard West
Saint Paul, MN 55102
Attn: Finance Director

- With a copy to: Office of the City Attorney (CAO)
400 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102
Attn: City Attorney

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

8. Not a Public Dedication. Except for the rights specifically granted in this Agreement, nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever.

9. Successors and Assigns. The easements granted hereby, and each reservation, covenant, condition and restriction contained in this Agreement, including the benefits and burdens, shall run with the land and be binding upon the successors and assigns of Owner, such that the provisions of this Agreement shall burden the Property notwithstanding any sale or transfer of the Property, or any portion thereof, to a third party.

10. Joinder; Permitted Encumbrance. Except for the mortgagee consent attached hereto, this Agreement does not require the joinder or approval of any other person and Owner has the full, unrestricted and exclusive legal right and power to enter into this Agreement. This Agreement shall constitute a permitted encumbrance under any loan agreement heretofore or hereafter entered into between Owner and any lender.

11. Amendment. Except as otherwise provided herein, the provisions of this Agreement shall not be amended, terminated or deleted, except by an instrument in writing duly executed by the City and Owner.

12. Governing Law, Jurisdiction, Venue and Waiver of Trial by Jury. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by, interpreted and determined in accordance with the laws of the state of Minnesota without regard to its conflict and choice of law provisions. Any litigation arising out of this

Agreement shall be venued exclusively in Ramsey County District Court, Second Judicial District, state of Minnesota and shall not be removed therefrom to any other federal or state court. The City and Owner hereby consent to personal jurisdiction and venue in the foregoing court. The City and Owner hereby waive trial by jury for any litigation arising out of this Agreement.

13. Attorneys' Fees. Subject to the exclusion of costs set forth in Section 6 above, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

14. No Waiver of Governmental Immunity and Limitations on Liability. Nothing in this Agreement shall in any way affect or impair the City's immunity or the immunity of the City's employees, consultants and contractors, whether on account of official immunity, legislative immunity, statutory immunity, discretionary immunity or otherwise. Nothing in this Agreement shall in any way affect or impair the limitations on the City's liability or the liability of the City's employees, consultants and independent contractors. By entering into this Agreement, the City do not waive any rights, protections, or limitations as provided under law and equity for the City, or of their respective employees, consultants and contractors.

15. City Regulatory Authority. Nothing in this Agreement shall be construed to limit or modify the City's regulatory authority.

16. Severability. If any provisions hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of this page intentionally left blank; signature on following page]

IN WITNESS WHEREOF, the City and Owner have caused this Agreement to be duly executed in their names and on their behalf, all on or as of the date first above written.

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Mayor

By: _____
Its Director, Office of Financial Services

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____ and _____, the Mayor of the City of Saint Paul, Minnesota, on behalf of the City.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019 by _____ and _____, the Director, Office of Financial Services of the City of Saint Paul, Minnesota, on behalf of the City.

Notary Public

APPROVED AS TO FORM

Assistant City Attorney

PROJECT PAUL, LLC,
a Delaware limited liability company

By: Ryan Companies US, Inc., a Minnesota corporation,
its Sole Member

By: _____

Name: _____

Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by _____, the _____ of Ryan Companies US, Inc., a Minnesota corporation,
the Sole Member of Project Paul, LLC, a Delaware limited liability company, on behalf of the limited
liability company.

Notary Public

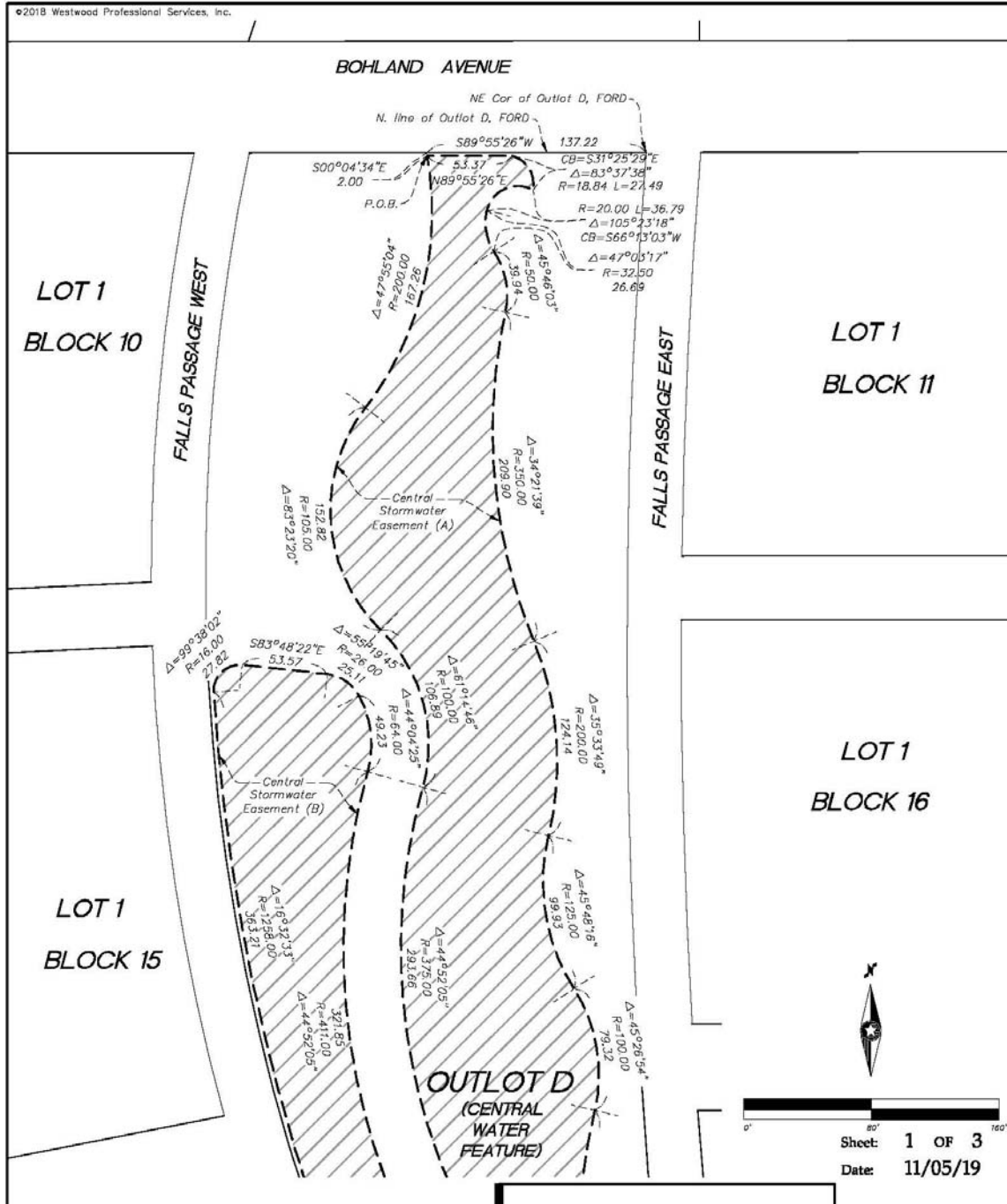
Exhibit A-1

Legal Description of the Property

Outlot D, FORD, according to the recorded plat thereof, Ramsey County, Minnesota

Exhibit A-2

Depiction of Central Stormwater Easement Area and Central Stormwater Utility



Westwood

Phone (651) 927-6100 12701 Whitewater Drive, Suite 400
 Fax (651) 927-6002 Minneapolis, MN 55426
 Toll Free (888) 927-6100 www.westwoodpa.com
 Westwood Professional Services, Inc.

Crew: _____
 Checked: NHC
 Drawn: BTW
 Record Drawing by/date: _____

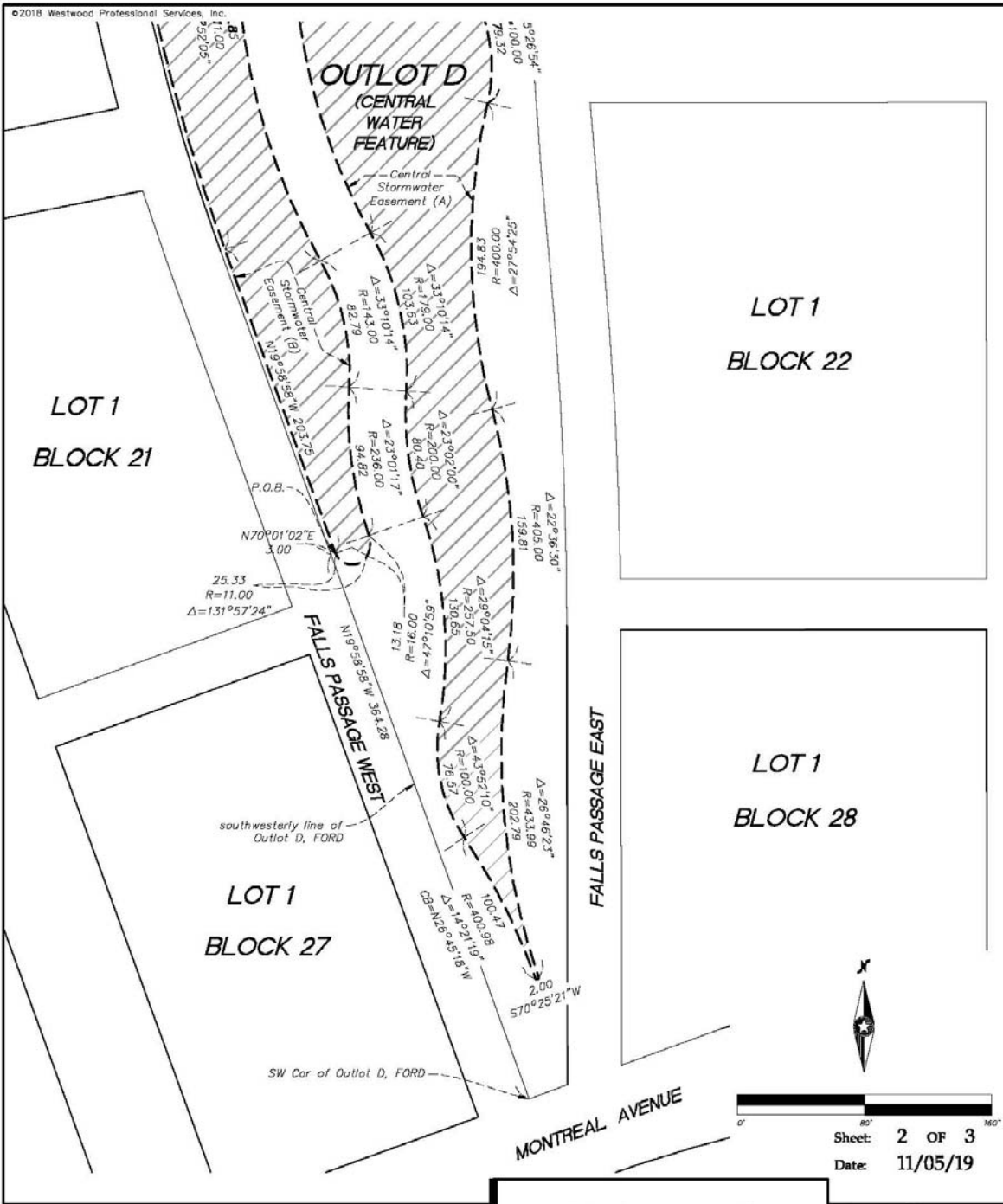
Project Paul

St. Paul, Minnesota

Central Stormwater Easement Exhibit

Sheet: 1 OF 3
 Date: 11/05/19

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Westwood
 Phone: (651) 927-2160 12791 W. Riverwater Drive, Suite 4020
 Fax: (651) 927-6122 Minneapolis, MN 55434
 Toll Free: (888) 927-6161 westwoodps.com
 Westwood Professional Services, Inc.

Crew: _____
 Checked: NHC
 Drawn: BTW
 Record Drawing by/date: _____

Project Paul
 St. Paul, Minnesota

Central Stormwater Easement Exhibit

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Central Stormwater Easement (A) Description:

That part of Outlot D, FORD, according to the recorded plat thereof, Ramsey County, Minnesota, described as follows:

Commencing at the northeast corner of said Outlot D; thence South 89 degrees 55 minutes 26 seconds West, assumed bearing along the North line of said Outlot D, a distance of 137.22 feet; thence South 00 degrees 04 minutes 34 seconds East, a distance of 2.00 feet to the point of beginning; thence North 89 degrees 55 minutes 26 seconds East, a distance of 53.37 feet; thence Southeasterly, along a non-tangential curve, concave to the Southwest, having a central angle of 83 degrees 37 minutes 38 seconds, a radius of 18.84 feet for an arc distance of 27.49 feet; the chord of said curve bears South 31 degrees 25 minutes 29 seconds East; thence Southwesterly, along a non-tangential curve, concave to the Southeast, having a central angle of 105 degrees 23 minutes 18 seconds, a radius of 20.00 feet for an arc distance of 36.79 feet; the chord of said curve bears South 66 degrees 13 minutes 3 seconds West to a point of compound curve; thence Southerly, having a central angle of 47 degrees 3 minutes 17 seconds and a radius of 32.50 feet for an arc distance of 26.69 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 45 degrees 46 minutes 3 seconds and a radius of 50.00 feet for an arc distance of 39.94 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 34 degrees 21 minutes 39 seconds and a radius of 350.00 feet for an arc distance of 209.90 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 35 degrees 33 minutes 49 seconds and a radius of 200.00 feet for an arc distance of 124.14 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 45 degrees 48 minutes 16 seconds and a radius of 125.00 feet for an arc distance of 99.93 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 45 degrees 26 minutes 54 seconds and a radius of 100.00 feet for an arc distance of 79.32 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 27 degrees 54 minutes 25 seconds and a radius of 400.00 feet for an arc distance of 194.83 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 22 degrees 36 minutes 30 seconds and a radius of 405.00 feet for an arc distance of 159.81 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 26 degrees 46 minutes 23 seconds and a radius of 433.99 feet for an arc distance of 202.79 feet; thence South 70 degrees 25 minutes 21 seconds West, not tangent to said curve, a distance of 2.00 feet; thence Northwesterly, along a non-tangential curve, concave to the Southwest, having a central angle of 14 degrees 21 minutes 19 seconds, a radius of 400.98 feet for an arc distance of 100.47 feet; the chord of said curve bears North 26 degrees 45 minutes 18 seconds West to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 43 degrees 52 minutes 10 seconds and a radius of 100.00 feet for an arc distance of 76.57 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 29 degrees 4 minutes 15 seconds and a radius of 257.50 feet for an arc distance of 130.65 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 23 degrees 2 minutes 0 seconds and a radius of 200.00 feet for an arc distance of 80.40 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 33 degrees 10 minutes 14 seconds and a radius of 179.00 feet for an arc distance of 103.63 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 44 degrees 52 minutes 5 seconds and a radius of 375.00 feet for an arc distance of 293.66 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 61 degrees 14 minutes 46 seconds and a radius of 100.00 feet for an arc distance of 106.89 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 83 degrees 23 minutes 20 seconds and a radius of 105.00 feet for an arc distance of 152.82 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 47 degrees 55 minutes 4 seconds and a radius of 200.00 feet for an arc distance of 167.26 feet to the point of beginning.

Area: 76,519 sf or 1.76 ac

Central Stormwater Easement (B) Description:

That part of Outlot D, FORD, according to the recorded plat thereof, Ramsey County, Minnesota, described as follows:

Commencing at the southwest corner of said Outlot D; thence North 19 degrees 58 minutes 58 seconds West, assumed bearing along the Southwesterly line of said Outlot D, a distance of 364.28 feet; thence North 70 degrees 01 minutes 02 seconds East, a distance of 3.00 feet to the point of beginning; thence North 19 degrees 58 minutes 58 seconds West, a distance of 203.75 feet; thence Northerly, along a tangential curve, concave to the East, having a central angle of 16 degrees 32 minutes 33 seconds, a radius of 1,258.00 feet for an arc distance of 363.21 feet to a point of compound curve; thence Northeasterly, having a central angle of 99 degrees 38 minutes 2 seconds and a radius of 16.00 feet for an arc distance of 27.82 feet; thence South 83 degrees 48 minutes 22 seconds East, a distance of 53.57 feet; thence Southeasterly, along a tangential curve, concave to the Southwest, having a central angle of 55 degrees 19 minutes 45 seconds, a radius of 26.00 feet for an arc distance of 25.11 feet to a point of compound curve; thence Southerly, having a central angle of 44 degrees 4 minutes 25 seconds and a radius of 64.00 feet for an arc distance of 49.23 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 44 degrees 52 minutes 5 seconds and a radius of 411.00 feet for an arc distance of 321.85 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 33 degrees 10 minutes 14 seconds and a radius of 143.00 feet for an arc distance of 82.79 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 23 degrees 01 minute 17 seconds and a radius of 236.00 feet for an arc distance of 94.82 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 47 degrees 10 minutes 59 seconds and a radius of 16.00 feet for an arc distance of 13.18 feet to a point of compound curve; thence Westerly, having a central angle of 131 degrees 57 minutes 24 seconds and a radius of 11.00 feet for an arc distance of 25.33 feet to the point of beginning.

Area: 32,764 sf or 0.75 ac

Sheet: 3 OF 3
Date: 11/05/19

Westwood
Phone (621)927-6161 12701 W/Reverter Dr., Suite #010
 Fax (621)927-6122 Minneapolis, MN 55434
 Toll Free (888)927-6161 westwoodps.com
 Westwood Professional Services, Inc.

Crew: _____
 Checked: NHC
 Drawn: BTW
 Record Drawing by/date: _____

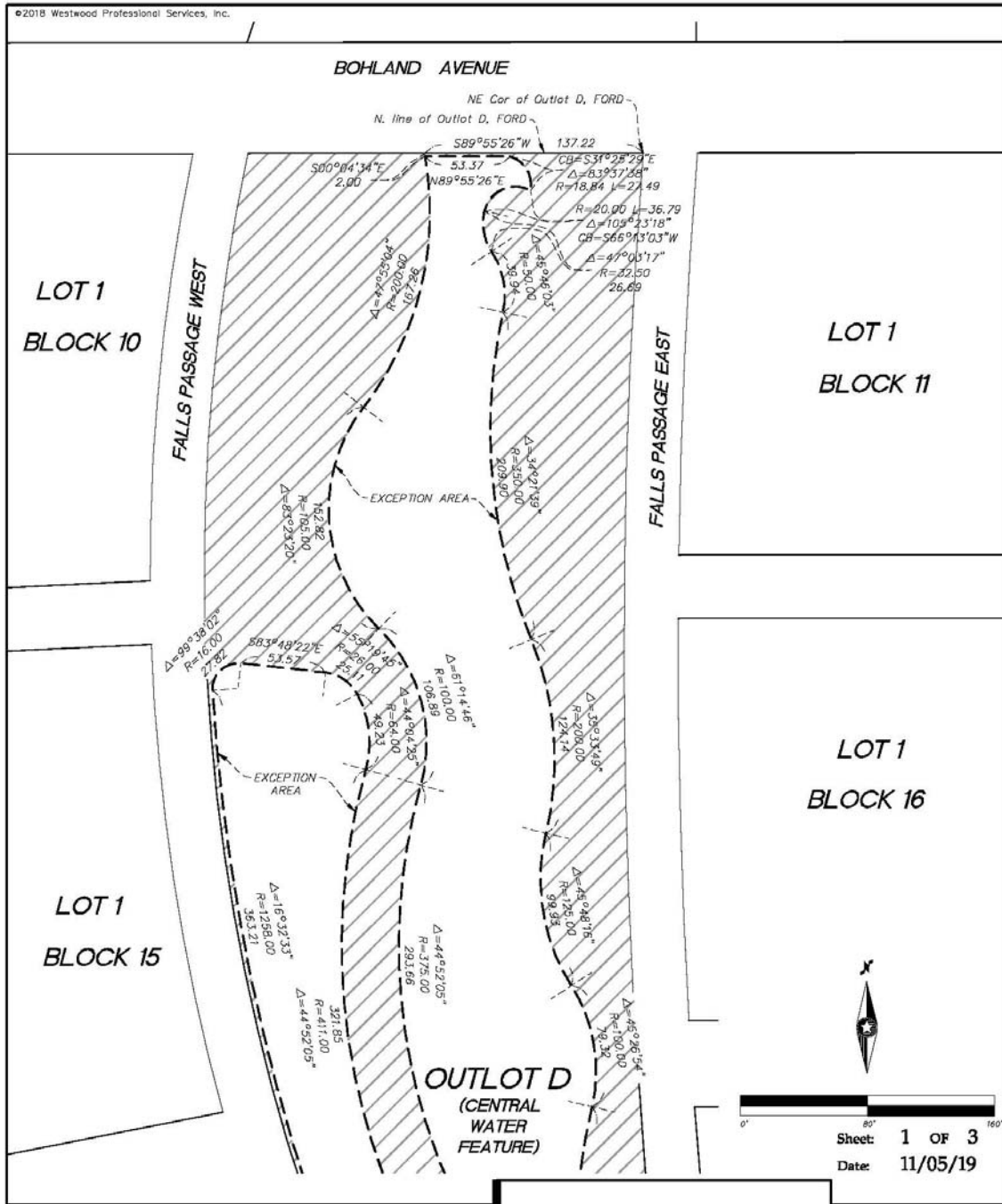
Project Paul
 St. Paul, Minnesota

Central Stormwater Easement Exhibit

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Exhibit A-3

Depiction of Central Open Space Easement Area and Central Open Space Feature



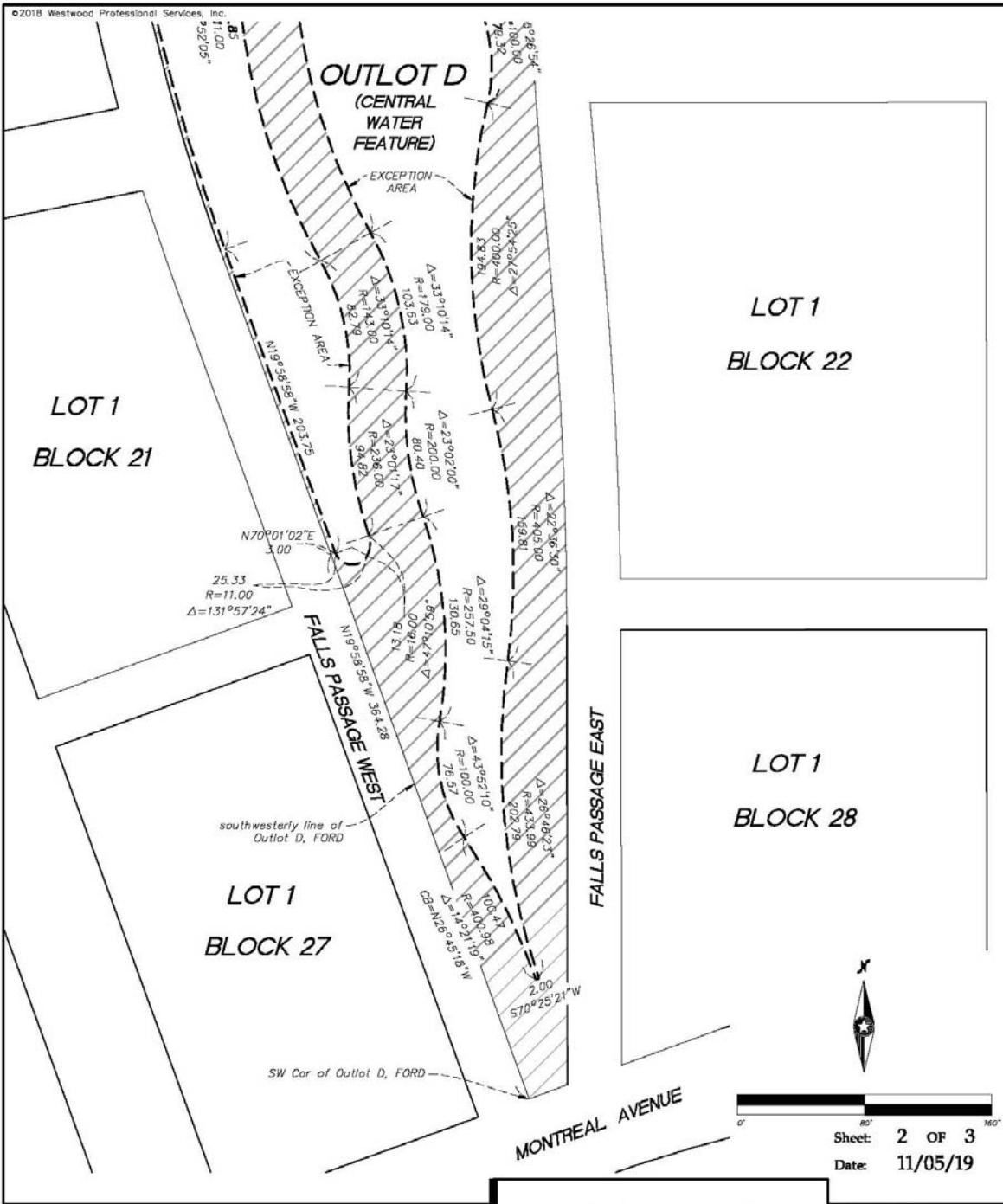
Westwood
 Phone (651) 627-4188 12701 Whiteoak Drive, Suite 400
 Fax (651) 627-6122 Minneapolis, MN 55424
 Toll Free (888) 637-6188 westwoodps.com
 Westwood Professional Services, Inc.

Crew: _____
 Checked: NHC
 Drawn: BTW
 Record Drawing by/date: _____

Project Paul
 St. Paul, Minnesota

Central Open Space Easement Area Exhibit

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Westwood Phone (652) 927-2160 12701 NW Rowetter Drive, Suite #010 Fax (652) 927-6122 Minneapolis, MN 55434 Toll Free (818) 927-6161 westwoodps.com Westwood Professional Services, Inc.	Crew:		Project Paul St. Paul, Minnesota	Central Open Space Easement Area Exhibit
	Checked:	NHC		
	Drawn:	BTW		
	Record Drawing by/date:			

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Central Open Space Easement Area Description:

That part of Outlot D, FORD, according to the recorded plat thereof, Ramsey County, Minnesota, EXCEPTION THEREFROM that part described as follows:

Commencing at the northeast corner of said Outlot D; thence South 89 degrees 55 minutes 26 seconds West, assumed bearing along the North line of said Outlot D, a distance of 137.22 feet; thence South 00 degrees 04 minutes 34 seconds East, a distance of 2.00 feet to the point of beginning; thence North 89 degrees 55 minutes 26 seconds East, a distance of 53.37 feet; thence Southeasterly, along a non-tangential curve, concave to the Southwest, having a central angle of 83 degrees 37 minutes 38 seconds, a radius of 18.84 feet for an arc distance of 27.49 feet; the chord of said curve bears South 31 degrees 25 minutes 29 seconds East; thence Southwesterly, along a non-tangential curve, concave to the Southeast, having a central angle of 105 degrees 23 minutes 18 seconds, a radius of 20.00 feet for an arc distance of 36.79 feet; the chord of said curve bears South 66 degrees 13 minutes 3 seconds West to a point of compound curve; thence Southerly, having a central angle of 47 degrees 3 minutes 17 seconds and a radius of 32.50 feet for an arc distance of 26.69 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 45 degrees 46 minutes 3 seconds and a radius of 50.00 feet for an arc distance of 39.94 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 34 degrees 21 minutes 39 seconds and a radius of 350.00 feet for an arc distance of 209.90 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 35 degrees 33 minutes 49 seconds and a radius of 200.00 feet for an arc distance of 124.14 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 45 degrees 48 minutes 16 seconds and a radius of 125.00 feet for an arc distance of 99.93 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 45 degrees 26 minutes 54 seconds and a radius of 100.00 feet for an arc distance of 79.32 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 27 degrees 54 minutes 25 seconds and a radius of 400.00 feet for an arc distance of 194.83 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 22 degrees 36 minutes 30 seconds and a radius of 405.00 feet for an arc distance of 159.81 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 26 degrees 46 minutes 23 seconds and a radius of 433.99 feet for an arc distance of 202.79 feet; thence South 70 degrees 25 minutes 21 seconds West, not tangent to said curve, a distance of 2.00 feet; thence Northwesterly, along a non-tangential curve, concave to the Southwest, having a central angle of 14 degrees 21 minutes 19 seconds, a radius of 400.98 feet for an arc distance of 100.47 feet; the chord of said curve bears North 26 degrees 45 minutes 18 seconds West to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 43 degrees 52 minutes 10 seconds and a radius of 100.00 feet for an arc distance of 76.57 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 29 degrees 4 minutes 15 seconds and a radius of 257.50 feet for an arc distance of 130.65 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 23 degrees 2 minutes 0 seconds and a radius of 200.00 feet for an arc distance of 80.40 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 33 degrees 10 minutes 14 seconds and a radius of 179.00 feet for an arc distance of 103.63 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 44 degrees 52 minutes 5 seconds and a radius of 375.00 feet for an arc distance of 293.66 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 61 degrees 14 minutes 46 seconds and a radius of 100.00 feet for an arc distance of 106.89 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 83 degrees 23 minutes 20 seconds and a radius of 105.00 feet for an arc distance of 152.82 feet to a point of reverse curve; thence Northerly, along said tangential reverse curve having a central angle of 47 degrees 55 minutes 4 seconds and a radius of 200.00 feet for an arc distance of 167.26 feet to the point of beginning.

AND EXCEPTING

Commencing at the southwest corner of said Outlot D; thence North 19 degrees 58 minutes 58 seconds West, assumed bearing along the Southwesterly line of said Outlot D, a distance of 364.28 feet; thence North 70 degrees 01 minutes 02 seconds East, a distance of 3.00 feet to the point of beginning; thence North 19 degrees 58 minutes 58 seconds West, a distance of 203.75 feet; thence Northerly, along a tangential curve, concave to the East, having a central angle of 16 degrees 32 minutes 33 seconds, a radius of 1,258.00 feet for an arc distance of 363.21 feet to a point of compound curve; thence Northeasterly, having a central angle of 99 degrees 38 minutes 2 seconds and a radius of 16.00 feet for an arc distance of 27.82 feet; thence South 83 degrees 48 minutes 22 seconds East, a distance of 53.57 feet; thence Southeasterly, along a tangential curve, concave to the Southwest, having a central angle of 55 degrees 19 minutes 45 seconds, a radius of 26.00 feet for an arc distance of 25.11 feet to a point of compound curve; thence Southerly, having a central angle of 44 degrees 4 minutes 25 seconds and a radius of 64.00 feet for an arc distance of 49.23 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 44 degrees 52 minutes 5 seconds and a radius of 411.00 feet for an arc distance of 321.85 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 33 degrees 10 minutes 14 seconds and a radius of 143.00 feet for an arc distance of 82.79 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 23 degrees 01 minute 17 seconds and a radius of 236.00 feet for an arc distance of 94.82 feet to a point of reverse curve; thence Southerly, along said tangential reverse curve having a central angle of 47 degrees 10 minutes 59 seconds and a radius of 16.00 feet for an arc distance of 13.18 feet to a point of compound curve; thence Westerly, having a central angle of 131 degrees 57 minutes 24 seconds and a radius of 11.00 feet for an arc distance of 25.33 feet to the point of beginning.

Area: 127,827 sf or 2.93 ac

Sheet: 3 OF 3
Date: 11/05/19

Westwood

Phone (621)927-2161 12701 W. Riverdale Drive, Suite #010
Fax (621)927-6122 Minneapolis, MN 55434
Toll Free (888)927-6161 www.westwoodps.com
Westwood Professional Services, Inc.

Crew: _____
Checked: NHC
Drawn: BTW
Record Drawing by/date: _____

Project Paul

St. Paul, Minnesota

Central Open Space Easement Area Exhibit

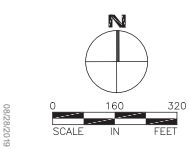
0015917ESF06 Central_OpenSpace.dwg

Exhibit J

Illustration of Base Public Infrastructure

[See attached.]

Exhibit —
 Illustration of Base Public Infrastructure
 Right-of-Way, Civic Square, Central Stormwater
 Utility, Parks (Outlot A & F) and Off-Site
 Improvements, and Aboveground Stormwater Treatment
 10/28/2019



LEGEND

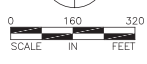
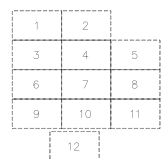
	PROPOSED		PROPERTY BOUNDARY
	CURB		EASEMENT LINE
	EASEMENT AREA		BITUMINOUS - TRAIL
	BITUMINOUS - ALLEY		CONCRETE
	HIGH QUALITY FINISH MATERIAL (PAVERS, ETC.)		NORMAL WATER LEVEL
	HIGH WATER LEVEL		PERMANENT POOL PONDING
	FILTRATION MEDIA		RETAINING WALL
	BEDROCK WALL		

Exhibit — Illustration of Base Public Infrastructure Sanitary Sewer System



LEGEND

PROPOSED	
	PROPERTY BOUNDARY
	CURB
	BITUMINOUS - TRAIL
	BITUMINOUS - ALLEY
	CONCRETE
	HIGH QUALITY FINISH MATERIAL (PAVERS, ETC.)
	NORMAL WATER LEVEL
	HIGH WATER LEVEL
	PERMANENT POOL PONDING
	FILTRATION MEDIA
	RETAINING WALL
	BEDROCK WALL
	STORM SEWER PIPE
	STORM INLET
	STORM MANHOLE
	FLARED END SECTION
	UNDERGROUND FILTRATION SYSTEM (TBD)
	SANITARY SEWER PIPE
	SANITARY SEWER MANHOLE
	WATER MAIN/SERVICE
	FIRE SERVICE



6/02/2020

Exhibit
 Illustration of Base Public Infrastructure
 Storm Sewer Conveyance System & Underground Stormwater
 Treatment



LEGEND

PROPOSED

- PROPERTY BOUNDARY
- CURB
- BITUMINOUS - TRAIL
- BITUMINOUS - ALLEY
- CONCRETE
- HIGH QUALITY FINISH MATERIAL (PAVERS, ETC.)
- NORMAL WATER LEVEL
- HIGH WATER LEVEL
- PERMANENT POOL PONDING
- FILTRATION MEDIA
- RETAINING WALL
- BEDROCK WALL
- STORM SEWER PIPE
- STORM INLET
- STORM MANHOLE
- FLARED END SECTION UNDERGROUND FILTRATION SYSTEM (TBD)
- SANITARY SEWER PIPE
- SANITARY SEWER MANHOLE
- WATER MAIN/SERVICE
- FIRE SERVICE

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3	4
6	7
9	10
12	

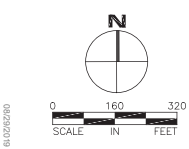


Exhibit
 Illustration of Base Public Infrastructure
 Water Main System



LEGEND

PROPOSED

- PROPERTY BOUNDARY
- CURB
- BITUMINOUS - TRAIL
- BITUMINOUS - ALLEY
- CONCRETE
- HIGH QUALITY FINISH MATERIAL (PAVERS, ETC.)
- NORMAL WATER LEVEL
- HIGH WATER LEVEL
- PERMANENT POOL PONDING
- FILTRATION MEDIA
- RETAINING WALL
- BEDROCK WALL
- STORM SEWER PIPE
- STORM INLET
- STORM MANHOLE
- FLARED END SECTION UNDERGROUND FILTRATION SYSTEM (TBD)
- SANITARY SEWER PIPE
- SANITARY SEWER MANHOLE
- WATER MAIN/SERVICE
- FIRE SERVICE

1	2
3	4
6	7
9	10
12	

610262800

SCALE IN FEET

Exhibit K

Form of Civic Square Easement

Civic Square Easement Agreement (Ford Site)

This Civic Square Easement Agreement (“Agreement”) is made and entered into effective as of December __, 2019 by and between PROJECT PAUL, LLC, a Delaware limited liability company, its successors and assigns (“Owner”) and the CITY OF SAINT PAUL, MINNESOTA, a Minnesota statutory city (the “City”).

Recitals:

A. Owner is the owner of certain real property situated in the city of Saint Paul (the “City”), county of Ramsey, state of Minnesota, and legally described and depicted in the attached **Exhibit A** (the “Property”), which such Property is a part of that certain larger parcel of land consisting of approximately 122 acres which formerly contained a Ford car and truck assembly plant and is commonly known as the Ford Redevelopment Site (the “Redevelopment Area”).

B. The Redevelopment Area and the Property are subject to the “Ford Site Zoning and Public Realm Master Plan” adopted by the City pursuant to City Council Resolution No. RES PH 17-261 and City Ordinance No. ORD 17-40, as amended by City Council Resolution No. RES PH 19-73 and City Ordinance No. ORD 19-19, and further amended by City Council Resolution No. RES PH 19-256 and City Ordinance No. ORD 19-54 (collectively, the “Master Plan”).

C. The Redevelopment Area and Property are also currently subject to that certain Redevelopment Agreement (the “Redevelopment Agreement”) and that certain Site Improvement Performance Agreement (the “Site Improvement Performance Agreement”), each dated December __, 2019 and each entered into by and among Owner, the City, and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority”), pursuant to which Owner will construct and install certain infrastructure improvements within the Redevelopment Area and the City and the Authority will provide certain financial assistance in connection with such improvements, all in furtherance of the redevelopment of the Redevelopment Area in accordance with the Master Plan.

D. Pursuant to the Redevelopment Agreement and the Site Improvement Performance Agreement, Owner has agreed to improve the surface of the Property for use as a privately-owned, publicly-accessible open space (the “Civic Square”) to be owned, operated, and maintained by Owner, all upon the terms and conditions set forth in this Agreement.

E. Pursuant to the Redevelopment Agreement and the Site Improvement Performance Agreement, the City and Owner have agreed to enter into this Agreement to provide easements for pedestrian access over and upon the Civic Square and to impose certain no-build covenants with respect to the Civic Square.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as set forth below.

1. Recitals. The Recitals are incorporated into this Agreement by this reference, including the definitions set forth therein.

2. Public Access Easement.

(a) Declaration of Easement. Subject to the terms and conditions of this Agreement, Owner hereby declares a perpetual, non-exclusive easement over and across the exterior, ground level of the Civic Square for the purpose of the general public utilizing the Civic Square for pedestrian access, passage, and temporary gathering. Notwithstanding the foregoing, such easement shall not include any right of use of the Civic Square by bicycles, segways, rollerblades, skateboards, scooters or other wheeled or motorized devices (other than wheelchairs).

(b) Reservations. The foregoing easement shall be subject to the following reservations as well as the other applicable provisions contained in this Agreement:

(i) Owner reserves and retains the right at any time and from time to time to exclude and restrain any person or entity who is not a Permittee (defined below) from using the Civic Square. As used in this Agreement, "Permittee" means any individual persons, other than those engaged in civic, public, charitable or political activities, including, without limitation, (A) exhibiting any placard, sign or notice, (B) distributing any circular, handbill, placard or booklet, (C) soliciting memberships, signatures or contributions for private, civic, public, charitable or political purposes, (D) parading, picketing or demonstrating, or (E) failing to follow reasonable rules and regulations established by Owner relating to the use and operation of the Civic Square, including reasonable hours of operation, which hours may be consistent with hours of operation maintained by the City for public parks operated by the City.

(ii) Owner reserves and retains the right to temporarily close off portions of the Civic Square and/or to erect or place barriers in and around areas on the Property (including, without limitation, the Civic Square) for such period as shall be reasonably necessary in connection with any emergency, alteration, redevelopment, construction, repair or maintenance of the Property and adjacent property or in order to ensure either safety of persons or protection of property.

(iii) Owner reserves and retains any and all other property and use rights in and to the Civic Square (including, without limitation, the right to grant other easements over, under and upon the Civic Square), so long as such use does not materially and unreasonably interfere with the passage and accommodation of pedestrians (it being expressly understood that the use of the Civic Square for underground utilities, pedestrian traffic, landscaping and/or signage shall be deemed not to materially interfere with such passage or accommodation).

Notwithstanding an earlier grant of the easement described in Section 2, the rights of the City and public, as applicable, with respect to such easement will only commence upon delivery the Civic Square in accordance with the Site Improvement Performance Agreement.

3. No-Build Restriction. Subject to the terms and conditions of this Agreement, Owner hereby declares a perpetual restriction over and above the Civic Square so as to prohibit Owner from constructing, maintaining, or installing any buildings, structures, or other permanent vertical improvements within the Civic Square (the "No Build Restriction"); provided, however, that this No Build Restriction shall not prevent the Civic Square from being used as or improved with sidewalks, plazas, patios, walkways, other

surface hardscapes; green space, planters, plantings, trees, shrubs, other landscaping features; and/or benches, tables, chairs, fences, irrigation systems, and/or signage. Furthermore, and notwithstanding the foregoing, Owner may, from time to time, request that the City consent to a modification to the No Build Restriction in order to construct any amenity or permanent structures within the Civic Square which is ancillary to and consistent with the public benefit of the easement rights granted under Section 3 (e.g., a small restaurant, an ice skating rink, a kayak rental facility), and the City shall not unreasonably deny, condition, or delay its consent to any such a modification. If the City consents to any such modification, Owner may execute and record an amendment to this Agreement setting forth the modification to the No Build Restriction in a form mutually acceptable to Owner and the City, and, upon Owner's request, the City shall join in the execution and delivery of such amendment.

4. Not a Public Dedication. Except for the rights specifically granted in this Agreement, nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever.

5. Successors and Assigns. The easements granted hereby, and each reservation, covenant, condition and restriction contained in this Agreement, including the benefits and burdens, shall run with the land and be binding upon the successors and assigns of Owner, such that the provisions of this Agreement shall burden the Property notwithstanding any sale or transfer of the Property, or any portion thereof, to a third party.

6. Joinder; Permitted Encumbrance. Except for the mortgagee consent attached hereto, this Agreement does not require the joinder or approval of any other person and Owner has the full, unrestricted and exclusive legal right and power to enter into this Agreement. This Agreement shall constitute a permitted encumbrance under any loan agreement heretofore or hereafter entered into between Owner and any lender.

7. Amendment. Except as otherwise provided herein, the provisions of this Agreement shall not be amended, terminated or deleted, except by an instrument in writing duly executed by the City and Owner.

8. Governing Law. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by, interpreted and determined in accordance with the laws of the state of Minnesota without regard to its conflict and choice of law provisions.

9. Severability. If any provisions hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of this page intentionally left blank; signature on following page]

IN WITNESS WHEREOF, the City and Owner have caused this Agreement to be duly executed in their names and on their behalf, all on or as of the date first above written.

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Mayor

By: _____
Its Director, Office of Financial Services

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____ and _____, the Mayor of the City of Saint Paul, Minnesota, on behalf of the City.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019 by _____ and _____, the Director, Office of Financial Services of the City of Saint Paul, Minnesota, on behalf of the City.

Notary Public

APPROVED AS TO FORM

Assistant City Attorney

PROJECT PAUL, LLC,
a Delaware limited liability company

By: Ryan Companies US, Inc., a Minnesota corporation,
its Sole Member

By: _____

Name: _____

Its _____

STATE OF _____)

) ss.

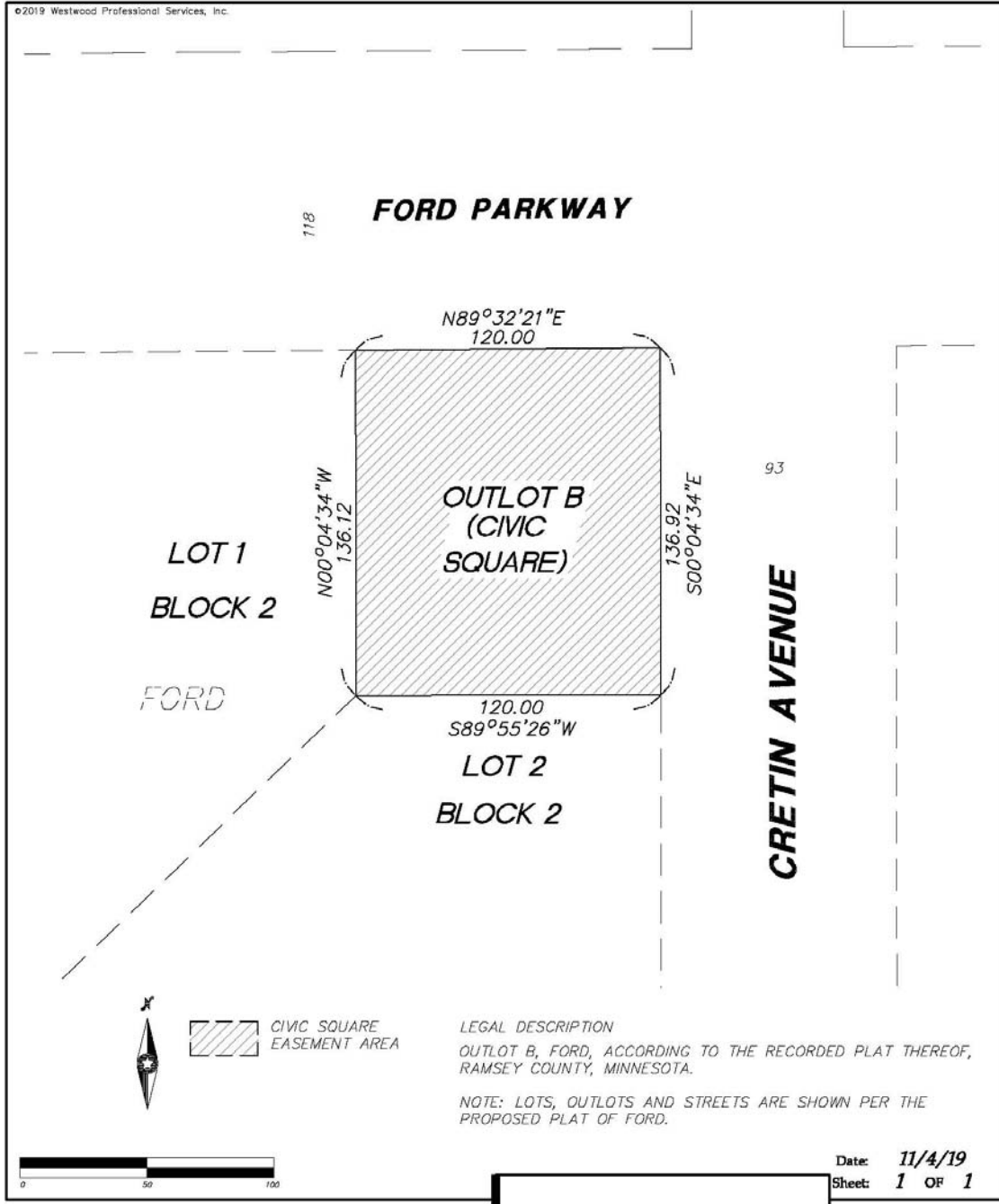
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019,
by _____, the _____ of Ryan Companies US, Inc., a Minnesota corporation,
the Sole Member of Project Paul, LLC, a Delaware limited liability company, on behalf of the limited
liability company.

Notary Public

Exhibit A

Legal Description and Depiction of the Property



Westwood
 Phone: (612) 337-6100 12701 Whitewater Drive, Suite 4000
 Fax: (612) 337-6100 Minneapolis, MN 55424
 Toll-Free: (816) 527-6100 westwoodps.com
 Westwood Professional Services, Inc.

Crew: _____
 Checked: _____
 Drawn: NC
 Record Drawing by/date: _____

Project Paul
 St. Paul, Minnesota

**Civic Square
Easement**
 Exhibit

0015917ESF04 Civic Space.dwg

Exhibit L

Form of Civic Plaza Easement

Civic Plaza Easement Agreement
(Ford Site)

This Civic Plaza Easement Agreement (“Agreement”) is made and entered into effective as of December __, 2019 by and between PROJECT PAUL, LLC, a Delaware limited liability company, its successors and assigns (“Owner”) and the CITY OF SAINT PAUL, MINNESOTA, a Minnesota statutory city (the “City”).

Recitals:

A. Owner is the owner of certain real property situated in the city of Saint Paul (the “City”), county of Ramsey, state of Minnesota, and legally described and depicted in the attached **Exhibit A** (the “Property”), which such Property is a part of that certain larger parcel of land consisting of approximately 122 acres which formerly contained a Ford car and truck assembly plant and is commonly known as the Ford Redevelopment Site (the “Redevelopment Area”).

B. The Redevelopment Area and the Property are subject to the “Ford Site Zoning and Public Realm Master Plan” adopted by the City pursuant to City Council Resolution No. RES PH 17-261 and City Ordinance No. ORD 17-40, as amended by City Council Resolution No. RES PH 19-73 and City Ordinance No. ORD 19-19, and further amended by City Council Resolution No. RES PH 19-256 and City Ordinance No. ORD 19-54 (collectively, the “Master Plan”).

C. The Redevelopment Area and Property are also currently subject to that certain Redevelopment Agreement (the “Redevelopment Agreement”) and that certain Site Improvement Performance Agreement (the “Site Improvement Performance Agreement”), each dated December __, 2019 and each entered into by and among Owner, the City, and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority”), pursuant to which Owner will construct and install certain infrastructure improvements within the Redevelopment Area and the City and the Authority will provide certain financial assistance in connection with such improvements, all in furtherance of the redevelopment of the Redevelopment Area in accordance with the Master Plan.

D. Pursuant to the Redevelopment Agreement and the Site Improvement Performance Agreement, Owner has agreed to (i) improve the surface of the Property for use as a privately-owned, publicly-accessible open space (the “Civic Plaza”) to be owned, operated, and maintained by Owner and (ii) improve the subsurface portion of the Property with certain improvements and infrastructure to facilitate the collection, retention, treatment, and distribution of stormwater, including all associated pipes, routes, areas, devices, and other improvements on the Property used or maintained for the treatment, drainage and collection of stormwater, as such improvements and infrastructure will be designed and engineered in accordance with the Site Improvement Performance Agreement (the “Civic Plaza Stormwater Utility”) to be operated and maintained by the City, all upon the terms and conditions set forth in this Agreement.

E. Pursuant to the Redevelopment Agreement and the Site Improvement Performance Agreement, the City and Owner have agreed to enter into this Agreement to provide for (i) Owner’s grant of an easement to the City to allow for the City’s occupancy of and access to the Civic Plaza Easement

Area and for the operation, maintenance, repair, and replacement of the Civic Plaza Stormwater Utility, and (ii) the City's obligation to operate, manage, and maintain the Civic Plaza Stormwater Utility.

F. Pursuant to the Redevelopment Agreement and the Site Improvement Performance Agreement, the City and Owner have also agreed to enter into this Agreement to provide easements for stormwater overflow and pedestrian access over and upon the Civic Plaza and to impose certain no-build covenants with respect to the Civic Plaza.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as set forth below.

1. Recitals. The Recitals are incorporated into this Agreement by this reference, including the definitions set forth therein.

2. Stormwater Easement.

(a) Grant of Easement. Subject to the terms and conditions of this Agreement, Owner hereby grants and conveys to the City, a perpetual, exclusive easement over, across, under and through the Civic Plaza Easement Area, for the purposes of (i) stormwater drainage, retention, detention, treatment, distribution, collection, and management (ii) placement and occupancy of the Civic Plaza Stormwater Utility improvements, and (iii) reasonable access over, under, upon, and through the Civic Plaza Easement Area for the operation, maintenance, repair, replacement of the Civic Plaza Stormwater Utility. This easement includes the right of the City, its contractors, employees, agents, to: (A) route, transfer, and direct stormwater from parcels within the Redevelopment Area to the Civic Plaza Stormwater Utility, in the amount and to the extent provided in the final engineered plans and specifications for the Civic Plaza Stormwater Utility as approved in accordance with the Site Improvement Performance Agreement and (B) the reasonable right to enter the Property for the purposes of carrying out its obligations under below.

(b) City's Maintenance Obligations. The City shall, at its sole cost and expense, operate, maintain and repair the Civic Plaza Stormwater Utility in a condition and similar manner to that of comparable stormwater facilities located within the Minneapolis-Saint Paul metropolitan area and in accordance with all relevant rules, laws, and/or regulations governing the operation and maintenance of stormwater facilities (including, without limitation, as the same may be promulgated by the local watershed district). Without limiting the generality of the foregoing, such maintenance shall include [(i) maintaining the water quality treatment and removal efficiency of the Civic Plaza Stormwater Utility; (ii) the repair and removal of sediment, trash, debris, and other pollutants from the Civic Plaza Stormwater Utility and all related pre-treatment devices; (iii) the periodic removal of sedimentation within the pre-treatment device and any structures upstream of the Civic Plaza Stormwater Utility; (iv) the removal of any blockage within the Civic Plaza Stormwater Utility that may impede the drainage of the site, and (v) control weeds and noxious species located in and around the Civic Plaza Stormwater Utility.] [Maintenance requirements to be confirmed engineer following final design of the Civic Plaza Stormwater Utility] If, as a result of any such maintenance or repair of the Civic Plaza Stormwater Utility, the Civic Plaza or the improvements located thereon are damaged or destroyed, the City shall, at its sole cost and expense, restore the affected portion of the Civic Plaza to a condition equal to or better, to the extent practical, than the condition which existed prior to the commencement of such work.

3. Public Access Easement.

(a) Declaration of Easement. Subject to the terms and conditions of this Agreement, Owner hereby declares a perpetual, non-exclusive easement over and across the exterior, ground level of Civic Plaza Easement Area for the purpose of the general public utilizing the Civic Plaza for pedestrian

access, passage, and temporary gathering. Notwithstanding the foregoing, such easement shall not include any right of use of the Civic Plaza by bicycles, segways, rollerblades, skateboards, scooters or other wheeled or motorized devices (other than wheelchairs).

(b) Reservations. The foregoing easement shall be subject to the following reservations as well as the other applicable provisions contained in this Agreement:

(i) Owner reserves and retains the right at any time and from time to time to exclude and restrain any person or entity who is not a Permittee (defined below) from using the Civic Plaza. As used in this Agreement, "Permittee" means any individual persons, other than those engaged in civic, public, charitable or political activities, including, without limitation, (A) exhibiting any placard, sign or notice, (B) distributing any circular, handbill, placard or booklet, (C) soliciting memberships, signatures or contributions for private, civic, public, charitable or political purposes, (D) parading, picketing or demonstrating, or (E) failing to follow reasonable rules and regulations established by Owner relating to the use and operation of the Civic Plaza, including reasonable hours of operation, which hours may be consistent with hours of operation maintained by the City for public parks operated by the City.

(ii) Owner reserves and retains the right to temporarily close off portions of the Civic Plaza and/or to erect or place barriers in and around areas on the Property (including, without limitation, the Civic Plaza) for such period as shall be reasonably necessary in connection with any emergency, alteration, redevelopment, construction, repair or maintenance of the Property and adjacent property or in order to ensure either safety of persons or protection of property.

(iii) Owner reserves and retains any and all other property and use rights in and to the Civic Plaza (including, without limitation, the right to grant other easements over, under and upon the Civic Plaza), so long as such use does not materially and unreasonably interfere with the Civic Plaza Stormwater Utility Easement or the passage and accommodation of pedestrians (it being expressly understood that the use of the Civic Plaza for underground utilities, pedestrian traffic, landscaping and/or signage shall be deemed not to materially interfere with such passage or accommodation).

Notwithstanding an earlier grant of the easements described in Section 2 and Section 3, the rights and obligations of the City and public, as applicable, with respect to such easements will only commence upon delivery and acceptance, as applicable, of the Civic Plaza Stormwater Utility and/or Civic Plaza in accordance with the Site Improvement Performance Agreement.

4. No-Build Restriction. Subject to the terms and conditions of this Agreement, Owner hereby declares a perpetual restriction over and above the Civic Plaza so as to prohibit Owner from constructing, maintaining, or installing any buildings, structures, or other permanent vertical improvements within the Civic Plaza (the "No Build Restriction"); provided, however, that this No Build Restriction shall not prevent the Civic Plaza from being used as or improved with sidewalks, plazas, patios, walkways, other surface hardscapes; green space, planters, plantings, trees, shrubs, other landscaping features; and/or benches, tables, chairs, fences, irrigation systems, and/or signage. Furthermore, and notwithstanding the foregoing, Owner may, from time to time, request that the City consent to a modification to the No Build Restriction in order to construct any amenity or permanent structures within the Civic Plaza which is ancillary to and consistent with the public benefit of the easement rights granted under Section 3 (e.g., a small restaurant, an ice skating rink, a kayak rental facility), and the City shall not unreasonably deny, condition, or delay its consent to any such a modification. Notwithstanding the above, the City must have access to the Civic Plaza

Stormwater Utility in conformance with the grant and maintenance specified in Section 2 above. If any structure located on the Property to which the City has not consented to in accordance with this section impairs the City's easement, specifically the grant and maintenance described in Section 2 above, then following reasonable prior notice to Owner and a reasonable opportunity to cure, the City may remove such structure at Owner's expense, or the Owner will remove, and any restoration (other than superficial, surface restoration) will be at no cost to the City. If the City consents to any such modification, Owner may execute and record an amendment to this Agreement setting forth the modification to the No Build Restriction in a form mutually acceptable to Owner and the City, and, upon Owner's request, the City shall join in the execution and delivery of such amendment.

5. Relocating and Documenting Easements. If, following the actual construction of the Civic Plaza Stormwater Utility in accordance with the Site Improvement Performance Agreement, the easements hereby granted, declared, and created are incorrectly described and/or defined with respect to location or width, either the Owner or the City may prepare and document such descriptions or such accurate descriptions in a supplement to this Agreement (a "Defining Supplement") and the other party agrees to execute and deliver such Defining Supplement in recordable form within 45 days of receipt by each such other party of information (such as a licensed surveyor's certification) that the descriptions are accurate and complete; unless within said 45 days such other party objects in writing to such Defining Supplement as not conforming to and/or is inconsistent with the provisions of this Agreement, the Redevelopment Agreement, and/or the Site Improvement Performance Agreement, and sets forth the ways in which such Defining Supplement is so non-conforming and/or inconsistent. If one of the parties objects to the initial Defining Supplement, the parties have 90 days from the receipt of the first Defining Supplement to reach an agreement. If the parties are unable to reach an agreement, then within this 90-day negotiation period a representative of the Owner and the City's Public Works Director shall meet in an attempt to reach an agreement on the Defining Supplement. Then, and only then, if no agreement, may either party bring an action per Section 12 below. If, after request and failure of any party to execute a Defining Supplement that conforms to and is consistent with this Agreement, a requesting party may bring an action per Section 12 below. The party requesting such documentation shall pay the cost of preparing and filing or recording such documentation, but each party shall be responsible for its own legal and other consultants' costs, if any, in assuring itself that the descriptions are accurate, complete, conform to and are consistent with the provisions of this Agreement.

6. No Waiver. The failure of Owner or the City to insist upon strict performance of any of the terms or conditions hereof shall not be deemed a waiver of any rights or remedies which Owner or the City may have hereunder, at law or in equity, or respecting third-party claims, and shall not be deemed a waiver of any subsequent breach or default in any of such terms or conditions.

7. Notices. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is (a) dispatched by registered or certified mail, postage prepaid, return receipt requested, (b) sent by recognized overnight courier (such as Federal Express), or (c) delivered personally, as follows:

If to Owner:	The address of record for real property tax assessment notices with respect to the Property.
--------------	--

If to the City: City of Saint Paul (PED)
City Hall Annex
25 West 4th Street, Suite 1300
Saint Paul, MN 55102
Attn: Director of Planning and
Economic Development

With a copy to: City of Saint Paul (OFS)
700 City Hall and Courthouse
15 Kellogg Boulevard West
Saint Paul, MN 55102
Attn: Finance Director

With a copy to: Office of the City Attorney (CAO)
400 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102
Attn: City Attorney

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

8. Not a Public Dedication. Except for the rights specifically granted in this Agreement, nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever.

9. Successors and Assigns. The easements granted hereby, and each reservation, covenant, condition and restriction contained in this Agreement, including the benefits and burdens, shall run with the land and be binding upon the successors and assigns of Owner, such that the provisions of this Agreement shall burden the Property notwithstanding any sale or transfer of the Property, or any portion thereof, to a third party.

10. Joinder; Permitted Encumbrance. Except for the mortgagee consent attached hereto, this Agreement does not require the joinder or approval of any other person and Owner has the full, unrestricted and exclusive legal right and power to enter into this Agreement. This Agreement shall constitute a permitted encumbrance under any loan agreement heretofore or hereafter entered into between Owner and any lender.

11. Amendment. Except as otherwise provided herein, the provisions of this Agreement shall not be amended, terminated or deleted, except by an instrument in writing duly executed by the City and Owner.

12. Governing Law, Jurisdiction, Venue and Waiver of Trial by Jury. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by, interpreted and determined in accordance with the laws of the state of Minnesota without regard to its conflict and choice of law provisions. Any litigation arising out of this Agreement shall be venued exclusively in Ramsey County District Court, Second Judicial District, state of Minnesota and shall not be removed therefrom to any other federal or state court. The City and Owner hereby consent to personal jurisdiction and venue in the foregoing court. The City and Owner hereby waive trial by jury for any litigation arising out of this Agreement.

13. Attorneys' Fees. Subject to the exclusion of costs set forth in Section 6 above, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

14. No Waiver of Governmental Immunity and Limitations on Liability. Nothing in this Agreement shall in any way affect or impair the City's immunity or the immunity of the City's employees, consultants and contractors, whether on account of official immunity, legislative immunity, statutory immunity, discretionary immunity or otherwise. Nothing in this Agreement shall in any way affect or impair the limitations on the City's liability or the liability of the City's employees, consultants and independent contractors. By entering into this Agreement, the City do not waive any rights, protections, or limitations as provided under law and equity for the City, or of their respective employees, consultants and contractors.

15. City Regulatory Authority. Nothing in this Agreement shall be construed to limit or modify the City's regulatory authority.

16. Severability. If any provisions hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of this page intentionally left blank; signature on following page]

IN WITNESS WHEREOF, the City and Owner have caused this Agreement to be duly executed in their names and on their behalf, all on or as of the date first above written.

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Mayor

By: _____
Its Director, Office of Financial Services

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____ and _____, the Mayor of the City of Saint Paul, Minnesota, on behalf of the City.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019 by _____ and _____, the Director, Office of Financial Services of the City of Saint Paul, Minnesota, on behalf of the City.

Notary Public

APPROVED AS TO FORM

Assistant City Attorney

PROJECT PAUL, LLC,
a Delaware limited liability company

By: Ryan Companies US, Inc., a Minnesota corporation,
its Sole Member

By: _____

Name: _____

Its _____

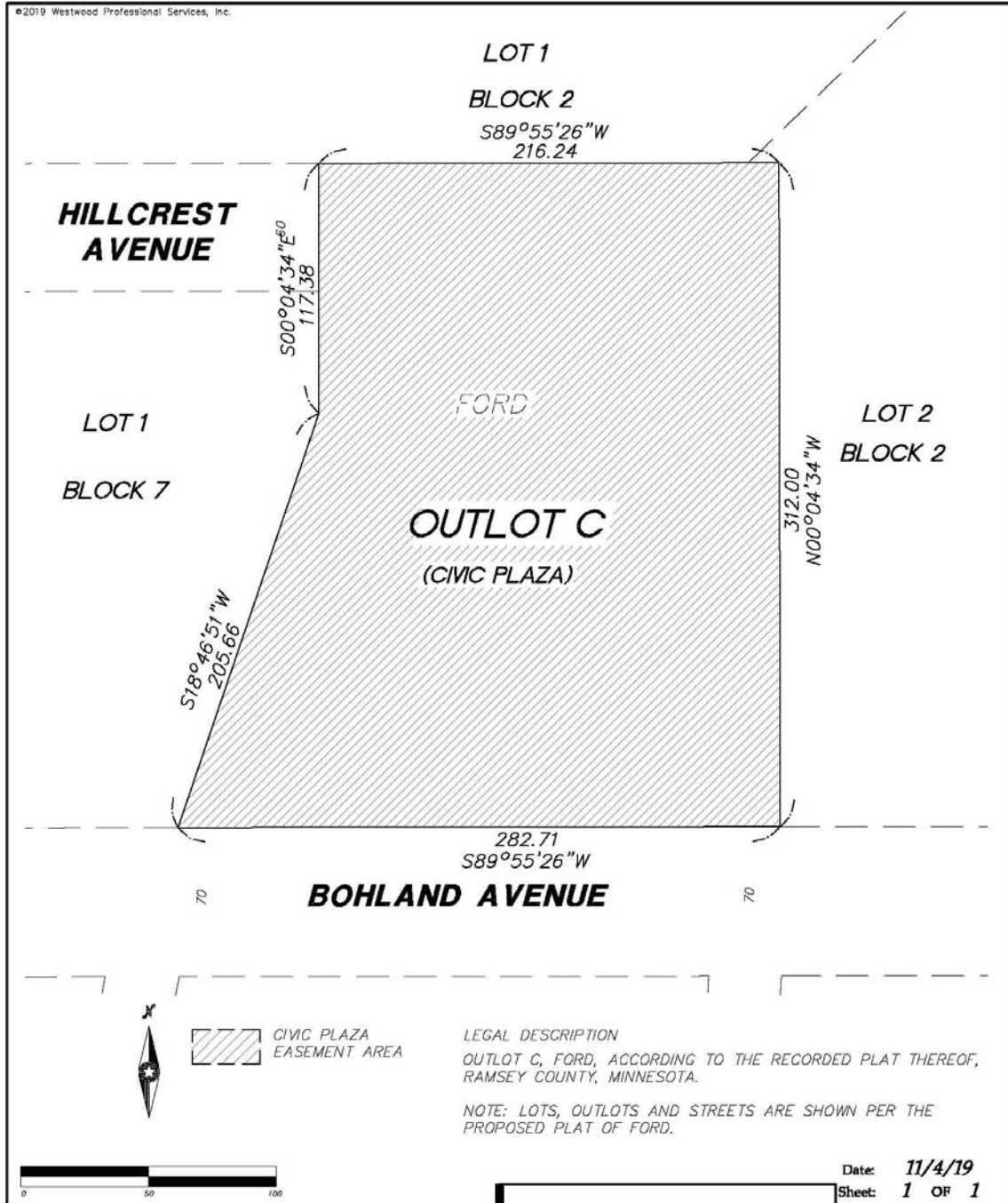
STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019,
by _____, the _____ of Ryan Companies US, Inc., a Minnesota corporation,
the Sole Member of Project Paul, LLC, a Delaware limited liability company, on behalf of the limited
liability company.

Notary Public

Exhibit A

Legal Description and Depiction of the Property



Westwood

Phone: (62)927-6166 12701 Whitestar Drive, Suite 200
Fax: (62)927-6122 Minneapolis, MN 55434
Toll-Free: (855)927-6166 www.westwoodps.com
Westwood Professional Services, Inc.

Crew: _____
Checked: _____
Drawn: NC
Record Drawing by/date: _____

Project Paul

St. Paul, Minnesota

**Civic Plaza
Easement**

Exhibit

0015917ESF05 Civic Plaza.dwg

Exhibit M

Form of Ballfield Parcel Deed Restriction

Restrictive Covenant (Ford Site)

This Restrictive Covenant (“Restriction”) is made and effective as of _____, 20__ (the “Effective Date”) by and between PROJECT PAUL, LLC, a Delaware limited liability company (“Grantor”) and FRIENDS OF HIGHLAND BALL, a Minnesota non-profit corporation, its successors and assigns (“Grantee”).

Recitals:

A. Grantor has conveyed to Grantee (the “Conveyance”) that certain real property located in Ramsey County, Minnesota, as more fully described on Exhibit A attached hereto (the “Property”).

B. The Property is encumbered by that certain a 20-year forgivable mortgage dated as of even date herewith made by Grantee in favor of Grantor (the “Mortgage”), which grants Grantor certain rights in the event of noncompliance with this Restriction.

C. In connection with the Conveyance, and in accordance with the Mortgage, Grantor and Grantee desire to impose certain restrictions on the Property subject to the terms and conditions provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as set forth below.

1. Nature of Restrictions. The Property shall be used exclusively for recreational sports and other similar activities, including, without limitation, youth baseball, youth softball, youth lacrosse, etc. (the “Use Restriction”). In addition, in furtherance of the Use Restriction, only buildings, structures, or other vertical improvements that are used for and consistent with the USE Restriction may be constructed, installed, or maintained on the Property (the “Build Restriction”); provided, however, that the Build Restriction shall not prevent (a) the maintenance, repair, or replacement of any existing vertical improvements on the Property, provided such vertical improvements are not expanded or enlarged from their current condition beyond a de minimis extent, or (b) the Property from being improved with sidewalks, plazas, patios, walkways, other surface hardscapes; green space, planters, plantings, trees, shrubs, other landscaping features; and/or benches, tables, chairs, fences, irrigation systems, and/or signage, in each case consistent with the Use Restriction.

2. Noncompliance with Deed Restriction. If Grantee is found to be out of compliance with this Restriction, Grantor may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Grantee under this Restriction. In addition, in accordance with the terms and conditions of the Mortgage, if Grantee is found to be out of compliance with this Restriction (including if the Property is in disrepair or is no longer used in accordance with the Use Restriction for a period of **10** consecutive months during the term of the Mortgage), Grantor has the right to foreclose on the Mortgage and subsequently cause the Property to be conveyed to the City, subject to this deed restriction that the Property shall be used exclusively as a park or open green space.

3. City Park or Open Green Space. After the mortgage term has expired, if Grantee ceases to use and operate on the Property for 10 consecutive months or ceases to lawfully remain in existence, then Grantee's rights to use the Property shall immediately and automatically terminate and, thereafter, at any time, upon written request of the City the Grantor will convey the Property to the City subject to this Restriction.

4. Successors. This Restriction shall run with the land and shall bind Grantee and its heirs, legal representatives, executors, administrators, successors in office or interest, and assigns, and all subsequent owners of the Property or any interest therein, and the benefits of this Restriction shall inure to Grantor, its successors and assigns and the City of Saint Paul, Minnesota, a municipal corporation and home rule charter city (the "City").

5. Joinder; Permitted Encumbrance. Except for the mortgagee consent attached hereto, this Restriction does not require the joinder or approval of any other person and Grantor and Grantee each has the full, unrestricted and exclusive legal right and power to enter into this Restriction. This Restriction shall constitute a permitted encumbrance under any loan agreement heretofore or hereafter entered into between Grantee and any lender.

6. Amendment. This Restriction may be amended only by a written instrument executed by Grantor and Grantee and consented to in writing by the City; provided, however, this Restriction or any part thereof may be terminated by a written instrument executed Grantor and consented to in writing by the City.

7. Governing Law. This Restriction is governed by the laws of the state of Minnesota and, where applicable, the laws of the United States of America.

8. Severability. If any provisions of this Restriction shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

9. Counterparts. This Restriction may be executed separately in counterparts which, when taken together, shall constitute one and the same instrument.

[Remainder of page left blank intentionally; signature pages follow]

GRANTOR:

PROJECT PAUL, LLC,
a Delaware limited liability company

By: Ryan Companies US, Inc., a Minnesota
corporation, its Sole Member

By: _____

Name: _____

Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____, the _____ of Ryan Companies US, Inc., a Minnesota corporation,
the Sole Member of Project Paul, LLC, a Delaware limited liability company, on behalf of the limited
liability company.

Notary Public

GRANTEE:

FRIENDS OF HIGHLAND BALL,
a Minnesota non-profit corporation

By: _____

Name: _____

Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, the _____ of Friends of Highland Ball, a Minnesota non-profit corporation, on behalf of said non-profit corporation.

Notary Public

Exhibit A

Legal Description of the Property

Lot 1, Block 30, FORD, according to the recorded plat thereof, Ramsey County, Minnesota

Exhibit N

Form of Ballfield Trail Easement

Trail Easement Agreement
(Ford Site)

This Trail Easement Agreement, is made and entered into effective as of December ____, 2019 by PROJECT PAUL, LLC, a Delaware limited liability company, its successors and assigns (the “Grantor”), for the benefit of the city of Saint Paul, Minnesota, a municipal corporation and home rule charter city (the “City”).

Recitals:

A. Grantor is the current owner of that certain real property located in the city of Saint Paul, county of Ramsey, state of Minnesota, and legally described on the attached as **Exhibit A** (the “Property”).

B. The City desires to use a portion of the Property for the construction and maintenance of certain sidewalks and public utilities.

C. Subject to the terms and conditions of this Agreement, Grantor is willing to grant an easement to the City for such purposes over and across that portion of the Property depicted and/or legally described on the attached **Exhibit B** (the “Easement Premises”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as set forth below.

1. **Grant of Easement.** Subject to the terms and conditions of this Agreement, Grantor hereby grants and conveys to the City a perpetual, non-exclusive easement over, upon and across the Easement Premises for purpose of the City and/or any City Parties locating, constructing, operating, maintaining, altering, and replacing, as necessary, of a recreational trail or path and appurtenances reasonably related thereto (the “Trail”), and for the purpose of public access to, and use of, the Trail. Within the Easement Premises, the City and the City Parties shall have the right to (a) remove all structures, trees, shrubs, grass and herbage and other obstructions interfering with the location, construction and maintenance of the Trail; (b) grade, level, fill, excavate, and pave all or part of the Easement Premises for the Trail; and (c) erect and maintain one or more signs in conjunction with the public’s use of the Trail. The “City Parties” are collectively the City, its employees, agents, contractors, subcontractors, suppliers, licensees, and franchisees.

2. **Other Easement Rights and Obligations.** The City and the City Parties shall have the right of temporary ingress and egress in, to, over, through and across the Property as reasonably necessary to exercise their rights and obligations under this Agreement. Neither the City nor any City Party shall construct or place any permanent structure, building, improvement, or fixture on any part of surface of the Easement Premises except as expressly permitted by this Agreement (e.g., the Trail). Upon completion by the City or any City Party of any construction, reconstruction, repair, enlargement or maintenance of any improvements in any of the Easement Premises, the City shall cause the general surface of the ground shall be restored, as nearly as may reasonably be, to the grade and condition it was in immediately prior to such work. Any excess earth resulting from installation shall be removed from the Property at no cost to Grantor.

3. **Maintenance, Repair and Replacement.** The City shall be responsible for maintaining, repairing, and replacing any improvements constructed or installed in the Easement Premises pursuant to

this Agreement in accordance with any and all applicable laws, ordinances and regulations, and shall keep such property in good condition and repair (including replacing the Trail when reasonably necessary).

4. Reservation of Rights. Grantor has retained the right to the undisturbed use and occupancy of the Easement Premises insofar as such use and occupancy is consistent with and does not impair any grant herein contained and except as herein otherwise provided.

5. No Waiver. The failure of Grantor or the City to insist upon strict performance of any of the terms or conditions hereof shall not be deemed a waiver of any rights or remedies which Grantor or the City may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms or conditions.

6. Not a Public Dedication. Except for the rights specifically granted in this agreement, nothing in this agreement shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever.

7. Successors and Assigns. The easements granted hereby, and each reservation, covenant, condition and restriction contained in this agreement, including the benefits and burdens, shall run with the land and be binding upon the successors and assigns of Grantor, such that the provisions of this agreement shall burden the Property notwithstanding any sale or transfer of the Property, or any portion thereof, to a third party.

8. Joinder; Permitted Encumbrance. Except for the mortgagee consent attached hereto, this agreement does not require the joinder or approval of any other person and Grantor has the full, unrestricted and exclusive legal right and power to enter into this agreement. This agreement shall constitute a permitted encumbrance under any loan agreement heretofore or hereafter entered into between Grantor and any lender.

9. Amendment. Except as otherwise provided herein, the provisions of this agreement shall not be amended, terminated or deleted, except by an instrument in writing duly executed by Grantor and the City.

10. Miscellaneous. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement shall be construed and governed by the laws of the state of Minnesota. If any provisions hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

[Remainder of this page intentionally left blank; signatures on following pages]

IN WITNESS WHEREOF, Grantor and the City have caused this agreement to be duly executed in their names and on their behalf, all on or as of the date first above written.

PROJECT PAUL, LLC,
a Delaware limited liability company

By: Ryan Companies US, Inc., a Minnesota corporation,
its Sole Member

By: _____

Name: _____

Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____, the _____ of Ryan Companies US, Inc., a Minnesota corporation, the Sole Member of Project Paul, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public

THIS DOCUMENT WAS DRAFTED BY:
Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402-1498

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Mayor

By: _____
Its Director, Office of Financial Services

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____ and _____, the Mayor of the City of Saint Paul, Minnesota, on behalf of the City.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019 by _____ and _____, the Director, Office of Financial Services of the City of Saint Paul, Minnesota, on behalf of the City.

Notary Public

APPROVED AS TO FORM

Assistant City Attorney

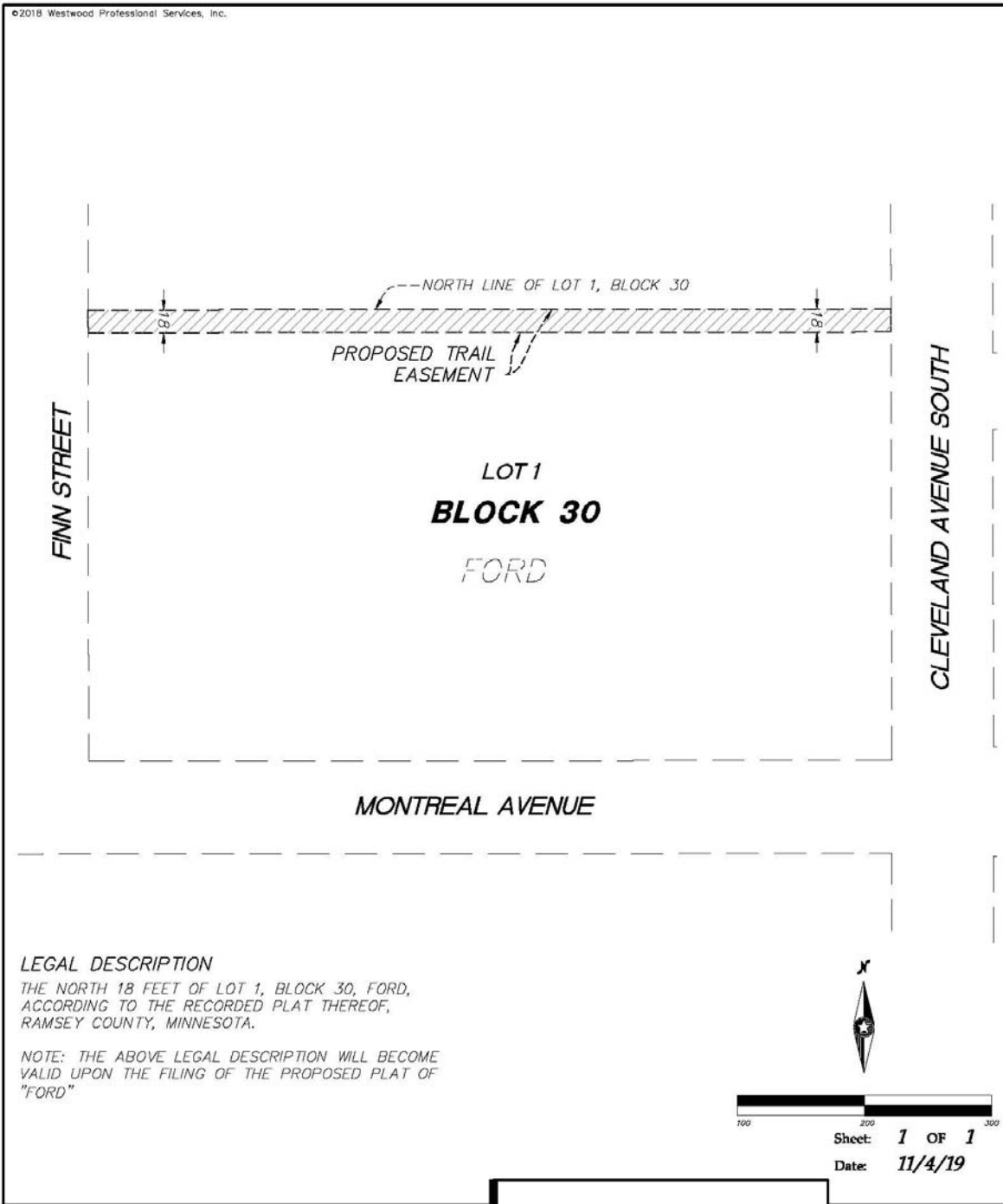
Exhibit A

Legal description of the Property

Lot 1, Block 30, FORD, according to the recorded plat thereof, Ramsey County, Minnesota

Exhibit B

Depiction and/or Legal Description of the Easement Premises



Westwood <small>Phone (652) 927-6160 12701 Whitestar Drive, Suite 4000 Fax (652) 927-6122 Minneapolis, MN 55442 Toll Free (888) 927-6160 westwoodps.com Westwood Professional Services, Inc.</small>	Crew: _____	Project Paul St. Paul, Minnesota	Ballfield Trail Easement Exhibit
	Checked: _____		
	Drawn: <u>NC</u>		
	Record Drawing by/date: _____		

0015917E.SF01_BALLFIELD.dwg

Exhibit O

Form of Assignment and Assumption of Secondary Developer Obligations

Assignment and Assumption of Secondary Developer Obligations
(Ford Site)

This Assignment and Assumption of Secondary Developer Obligations (this “Agreement”) is dated as of _____, _____ (the “Effective Date”), by and among _____, a _____ (“Assignor”) and _____, a _____ (“Assignee”).

Recitals:

A. As of the Effective Date, Assignor has conveyed to Assignee that certain real property situated in the city of Saint Paul (the “City”), county of Ramsey, state of Minnesota, and legally described in the attached **Exhibit A** (the “Development Property”), which Development Property is a part of that certain larger parcel of land consisting of approximately 122 acres which formerly contained a Ford car and truck assembly plant and is commonly known as the Ford Redevelopment Site (the “Redevelopment Area”).

B. The Redevelopment Area and the Development Property are subject to the “Ford Site Zoning and Public Realm Master Plan” adopted by the City pursuant to City Council Resolution No. RES PH 17-261 and City Ordinance No. ORD 17-40, as amended by City Council Resolution No. RES PH 19-73 and City Ordinance No. ORD 19-19, and further amended by City Council Resolution No. RES PH 19-256 and City Ordinance No. ORD 19-54 (collectively, the “Master Plan”).

C. The Redevelopment Area and Development Property are also currently subject to that certain Redevelopment Agreement (the “Redevelopment Agreement”) dated December __, 2019 and entered into by and among the City, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority”), and Project Paul, LLC, a Delaware limited liability company (“Developer”).

D. Pursuant to and in accordance with the Redevelopment Agreement, Developer has or will construct and install certain horizontal infrastructure improvements within the Redevelopment Area (as further defined in the Redevelopment Agreement, the “Public Infrastructure”) and the City and the Authority will provide certain financial assistance in connection with such Public Infrastructure.

E. Developer’s construction and installation of the Public Infrastructure is intended to result in creating development-ready Lots, including the Development Property, for the development and construction of privately owned and maintained vertical improvements (as further defined in the Redevelopment Agreement, “Vertical Development”).

F. Pursuant to Section 2.3 of the Redevelopment Agreement, the Owner (as defined in **Exhibit B**) of any Lot who undertakes or intends to undertake the development and construction of any element of Vertical Development is referred to as a “Secondary Developer” and each Secondary Developer is required to assume certain obligations under the Redevelopment Agreement in connection with the development and construction of Vertical Development on its Lot.

G. In accordance with Section 2.3 of the Redevelopment Agreement, Assignee is executing this Agreement in order to accept and assume and agree to perform all Secondary Developer Obligations relating solely to the Vertical Development of the Development Property, as such Secondary Developer Obligations are more particularly described in this Agreement, arising from and after the Effective Date, all upon the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants hereafter contained the parties hereby agree as follows:

1. Recitals; Defined Terms. The Recitals are incorporated into this Agreement by this reference, including the definitions set forth therein. Terms capitalized in this Agreement, but not otherwise defined, have the meanings given to them in Exhibit B of this Agreement. Terms capitalized in this Agreement, but not otherwise defined herein or in Exhibit B, have the meaning given to them in the Redevelopment Agreement.

2. Secondary Developer Obligations Defined. For purposes of this Agreement, the Secondary Developer Obligations include all of the following, only to the extent each relates to Assignee's ownership of the Development Property and development of the Development Property with Vertical Development:

(a) Utility Easements. As a condition to the Element City Approval for each Element on the Development Property, Assignee shall grant to the City at no cost an easement burdening the applicable portion of the Development Property as reasonably deemed necessary by the City for the occupancy, access, operation, maintenance, repair and replacement of any co-located or adjacent site utilities in substantially the form of that certain Central Stormwater Easement dated December __, 2019 and recorded in the Recording Office as Document No. _____, but limited to the requirements of the applicable Site Utilities. No such easement may materially interfere with the reasonable use and enjoyment of the burdened Lot by Assignee, its successors or assigns, or each of their respective employees, managers, contractors, subcontractors of any tier, tenants (and subtenants of any tier), licensees or invitees (collectively, the "Assignee Parties").

(b) Environmental Review; Compliance with Environmental Requirements. Assignee acknowledges that the redevelopment of the Redevelopment Area was subject to environmental review as required by Minnesota Rules, Chapter 4410 ("EQB Rules"). Developer requested, and the City prepared, an alternative urban area wide review ("AUAR") in lieu of an environmental impact statement (EIS) as authorized by the EQB Rules. Developer must comply with the AUAR and all other Legal Requirements. Assignee will be responsible for obtaining, and maintaining compliance under, any and all necessary permits, licenses, approvals or reviews required by the AUAR and Legal Requirements with respect to Vertical Development on the Development Property.

(c) Minimum Assessment Agreement. Assignee acknowledges that the Development Property is subject to and burdened by that certain Minimum Assessment Agreement dated December __, 2019 and recorded in the Recording Office as Document No. _____ (the "Minimum Assessment Agreement"). Assignee shall comply with the terms and conditions of the Minimum Assessment Agreement as they relate to the Development Property for so long as the Minimum Assessment Agreement remains in effect with respect to the Development Property. Throughout the term of the Minimum Assessment Agreement, Assignee shall take no action or permit any Assignee Parties or others under Assignee's control to take any action to cause the Development Property or any portion thereof to be no longer generally subject to real property taxation. Before the termination of the Minimum Assessment Agreement, Assignee shall not:

(i) Seek administrative review or judicial review of the applicability of any tax statute relating to the taxation of the Development Property determined by any tax official to be applicable or raise the inapplicability of any such tax statute as a defense in any proceedings, including delinquent tax proceedings;

(ii) Seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of the Development Property determined by any tax official, or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

(iii) Seek any tax deferral or abatement, either presently or prospectively authorized under any state or federal law, of the taxation of the Development Property.

(d) Replacement Minimum Assessment Agreement. In accordance with the Minimum Assessment Agreement, the City and Authority may select certain Lots to be removed from the Redevelopment TIF District and incorporated into new housing TIF districts established in accordance with the TIF Act, and the Owners (including Assignee, if applicable) of such Lots shall execute a replacement minimum assessment agreement substantially in the form attached as Exhibit D to the Minimum Assessment Agreement.

(e) Employment, Contracting, and Wage Requirements. With respect to the construction of any Vertical Development on the Development Property, Assignee agrees as follows:

(i) Affirmative Action/Equal Opportunity Program. Assignee agrees to be bound by and comply with, and to cause its contractors and subcontractors of any tier to comply with, the requirements of Section 183.04 of the Saint Paul Legislative Code, and Section 86.06 of the Saint Paul Administrative Code, and the Rules Governing Affirmative Requirements in Employment adopted by the Saint Paul Human Rights Commission. Assignee, its contractors, and affected subcontractors shall meet the requirements of this subsection by compliance with the statement of affirmative action/equal opportunity requirements attached as Exhibit C.

(ii) Labor Standards/Wages. Assignee agrees to be bound by and to comply with, and to cause its contractors and subcontractors of any tier to comply with, the requirements of Section 82.07 of the Saint Paul Administrative Code. Assignee, its contractors and subcontractors of any tier shall meet the requirements of this subsection by compliance with the requirements set forth in Exhibit D Labor Standards. For every Element or portion of an Element financed in whole or in part by state funds, the following provisions further apply:

(A) Prevailing Wage. Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established, interpreted, and applied by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

(B) Payrolls/Records. Contractors and subcontractors of any tier shall furnish to Assignee copies of any or all payrolls not more than 14 days after the

end of each pay period. The payrolls must contain all of the data required by Minnesota Statutes Section 177.30. Subcontractors of any tier must furnish payrolls to the prime contractor. The City and Authority may examine all records relating to wages paid laborers or mechanics on work to which Minnesota Statutes Sections 177.41 to 177.44 apply.

(C) Posting of Wage Rates/Required Posters. Each contractor and subcontractor of any tier performing work on a public project shall post the applicable prevailing wage rates and hourly basic rates of pay for the county or area within which the project is being performed, including the effective date of any changes thereof, in at least one conspicuous place for the information of the employees working on the project. The information so posted shall include a breakdown of contributions for health and welfare benefits, vacation benefits, pension benefits, and any other economic benefits required to be paid.

(D) Contact. For more information regarding prevailing wage and its application, contact: the Minnesota Department of Labor and Industry, Prevailing Wage Unit, 443 Lafayette Road North, Saint Paul, MN 55155. Phone: (651) 284-5091, email: dli.prevwage@state.mn.us, Web: www.dli.mn.gov.

(iii) Vendor Outreach Program. Assignee agrees to be bound by and to comply with, and to cause its contractors and subcontractors of any tier to comply with, the City's Vendor Outreach Program as required by Chapter 84 of the Saint Paul Administrative Code. Under Chapter 84, as the developer of the Redevelopment Area, Developer is permitted to be the prime contractor for the Project, or any part thereof. In entering into contracts and subcontracts for any Vertical Development on the Development Property for professional services and construction services Assignee and its contractors and subcontractors of any tier shall meet the requirements set forth in **Exhibit E**.

(iv) LCPtracker/B2Gnow. This Agreement is subject to contract compliance tracking, and Assignee, contractors and subcontractors of any tier are required to provide any noted and/or requested contract compliance-related data electronically using the LCPtracker/B2Gnow systems. Assignee, contractors, and subcontractors of any tier are responsible for responding by any noted response date or due date to any instructions or request for information and for checking the LCPtracker/B2Gnow systems on a regular basis to manage contact information and contract records. Assignee is responsible for ensuring all contractors and subcontractors of any tier have completed all requested items and that their contact information is accurate and up-to-date. The City and Authority may require additional information to be provided electronically through the LCPtracker/B2Gnow systems at any time before, during, or after execution of this Agreement. Information related to contractor/subcontractor access of the LCPtracker/B2Gnow systems will be provided to a designated point of contact with Assignee and each identified contractor and subcontractor of any tier upon execution of this Agreement. The LCPtracker/B2Gnow systems are web-based and can be accessed at the City's Internet address.

(v) Two Bid Policy. Assignee agrees to be bound by and to comply with, and to cause its contractors and subcontractors of any tier to comply with, the requirements of the Authority's two bid policy as set forth in **Exhibit F** (the "Two Bid Policy"). Developer may be the general or prime contractor for the entire Project, or any part thereof; but the Two Bid Policy applies to all other construction contracts and subcontracts. In the event

that Assignee, or an affiliate of a Secondary Developer is a general contractor, then Assignee (or its applicable affiliate) will be bound by and to comply with the Two Bid Policy with respect to its subcontractors and will cause its subcontractors of any tier to comply with the Two Bid Policy.

(vi) Preconstruction Compliance Conference/Ongoing Meetings.

(A) Initial Conference. Assignee and its contractors and subcontractors of any tier shall schedule and attend (with at least 15-days prior notice) a preconstruction compliance conference at a time and place that reasonably works for all attendees, to be conducted by the Authority and City staff. These conferences are held for the benefit and information of all participating contractors and subcontractors and attendance is required. Each area of compliance is reviewed by the appropriate Authority or City staff member and forms are distributed for documentation and reporting. Authority and City staff will explain the documentation at this time and will provide on-going technical assistance in an effort to keep the report requirements up to date. Any subcontractors identified after the initial preconstruction conference shall arrange to attend a subsequent preconstruction conference unless such attendance is waived by the Authority and City.

(B) Ongoing Meetings. Subsequent to the initial preconstruction compliance conference, Authority and City staff will schedule regular meetings with Assignee and its contractors and subcontractors of any tier to review the compliance reports, discuss any obstacles to reaching required goals and contract requirements, and propose courses of action to follow to assure full compliance. The meetings will begin on a monthly basis and then at such intervals as deemed necessary by Authority and City staff.

(vii) Project Labor Agreement. Consistent with the City of Saint Paul policy on the use of project labor agreements (Council File #09-584), as set forth in Exhibit G, Assignee agrees that it will, and that it will cause each of its contractors and subcontractors of any tier to, enter into and comply with the terms of a Project Labor Agreement, or multiple Project Labor Agreements, for work to be performed in connection with any Vertical Development on the Development Property.

(viii) Saint Paul Living Wage Ordinance. If applicable, Assignee agrees to be bound by and to comply with, and to cause its contractors and subcontractors of any tier to comply with, the requirements of the Saint Paul Living Wage and Responsible Public Spending Ordinance codified as Chapter 98 of Saint Paul Administrative Code (“Living Wage Ordinance”) and make payment of a living wage to eligible persons covered by the Living Wage Ordinance. The parties have determined that as of the date of this Agreement there is no public assistance to the Vertical Development of the Development Property; therefore, the Living Wage Ordinance does not currently apply to development of the Development Property. However, when and if there is a publicly financed or credited business subsidy for an Element of Vertical Development, then that specific Element will be subject to an independent legal determination as to application of the Living Wage Ordinance.

(ix) Contract Documents. Assignee shall incorporate in all construction, services, and materials contracts for the Vertical Development on the Development

Property to which it is a party the requirements of this section and to cause its contractors and subcontractors of any tier to incorporate the requirements of this section in all subcontracts.

(x) Sustainable Building Policy. Assignee agrees to be bound by and to comply with, and to cause its contractors and subcontractors of any tier to comply with, the requirements of the Sustainable Building Policy as set forth in **Exhibit H** and the requirements of Chapter 81 of the Saint Paul Administrative Code.

(f) Compliance with Environmental Requirements; Environmental Remediation.

(i) Assignee shall comply with all applicable environmental Legal Requirements and will obtain, and maintain compliance under, any and all necessary environmental permits, licenses, approvals or reviews.

(ii) The City and Authority make no representations or warranties regarding, nor does it indemnify Assignee with respect to, the existence or nonexistence on or in the vicinity of the Development Property or anywhere within the Redevelopment TIF District of any Hazardous Materials, toxic or hazardous substances or wastes, pollutants or contaminants (including asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 961-9657, as amended).

(iii) Neither the City nor the Authority shall have any responsibility or obligation to undertake or pay for any environmental cleanup or remediation on the Development Property.

(g) Construction Bonds. Assignee is not obligated to procure or maintain performance bonds, payment bonds, or other security with respect to the Site Improvements under the Redevelopment Agreement, but Assignee may be required to provide certain performance security in accordance with City ordinances in connection with the City's land use and zoning approvals for Vertical Development on the Development Property.

(h) Liens. If any mechanic's lien is filed against public property arising out of any work or materials performed or provided by or on behalf of Assignee, Assignee shall, within 30 days after notice of such filing, cause such lien to be released of record or shall deliver to the City and Authority a bond or other security for such lien reasonably satisfactory to the City and Authority.

(i) Master Association. Assignee acknowledges and agrees that the Development Property is or will be subject to the Master Association and is or will thereby be subject to payment of certain periodic association dues for the costs of operating and maintaining each component of Public Open Space. Assignee will execute such agreement, consents, and joinders as necessary to establish the Master Association and bind the Development Property to the Master Association. The Master Association will formed and operated as required by Section 2.2(a)(iii) of the Redevelopment Agreement and as otherwise determined by Developer in its discretion, including the requirement that the Master Association organizational documents establish a tiered fee structure in which the association fees are allocated to the properties consisting of Lots 1 and 2, Block 2; Lot 1, Block 7; Lot 1, Block 10; Lot 1, Block 11; Lot 1, Block 15; Lot 1, Block 16; Lot 1,

Block 21; Lot 1, Block 22; Lot 1, Block 27; Lot 1, Block 28 (all as set forth the original Plat) at a ratio of 2:1 relative to the association fees allocated to the other Lots in the Redevelopment Area.

(j) GI District Connection Fees. Assignee acknowledges and agrees that the Development Property is or will be subject to the City's green infrastructure Ordinance (ORD 19-29 (May 22, 2019)) ("GI Ordinance") and the City Council's Resolution required to establish a green infrastructure district ("GI District") for the Redevelopment Area. Assignee shall provide any consents and waivers deemed reasonably necessary by the City to implement the GI Ordinance and the Resolution establishing the GI District for the Redevelopment Area. Assignee acknowledges and agrees that each Element of Vertical Development will be assessed a connection charge pursuant to the GI Ordinance and Resolution establishing the GI District, payable at the time of issuance of the building permit for each such Element of Vertical Development.

(k) Affordable Housing Requirements; Housing Declaration. Assignee acknowledges that the Development Property is subject to and burdened by those certain Declarations of Covenants and Restrictions each dated December __, 2019 and recorded in the Recording Office as Document Nos. _____, _____, _____, _____ (the "Housing Declaration"). Assignee shall comply with the terms and conditions of each Housing Declaration as they relate to the applicable portion of the Development Property for so long as such Housing Declaration remains in effect with respect to the applicable portion of the Development Property. Assignee acknowledges and agrees that it shall amend any Housing Declaration as required in order to give effect to modifications to the Affordable Housing Schedule pursuant to Section 9.1 (c) and (d) of the Redevelopment Agreement.

(l) Notice of Application for Element Approval. To enable the City and the Authority sufficient time to establish a Housing TIF District, if Assignee is seeking TIF Assistance for an Affordable Rental Element, it shall provide the City and the Authority written notice 180-days before submission of any application for the Element City Approval for such Affordable Rental Element. Further, except as otherwise provided in the first sentence of this section with respect to Affordable Rental Elements, Assignee shall provide the City and the Authority written notice at the time of submission of an application for site plan approval which notice must be given at least 120 days prior to the issuance of a building permit and which notice may be in substantially in the form of the notice letter attached as Exhibit I.

(m) Limited Remedies on Default; Waiver of Consequential Damages. Whenever any Event of Default (as defined in Section 12.4(b) of the Redevelopment Agreement) of the City or the Authority occurs with respect to the Development Property and remains uncured after the expiration of all applicable Cure Rights (as defined in the Redevelopment Agreement), Assignee's sole legal and equitable remedy is an action to compel performance by the City or Authority, as applicable. Assignee has and shall have no right to assert any claim for monetary or other compensatory damages against the City or Authority and will not be entitled to recover damages of any kind, including lost profits and direct, indirect, incidental, consequential, or punitive damages.

(n) Reimbursement of Attorneys' Fees. If Assignee shall default under any of the provisions of this Agreement, and the City or Authority shall employ attorneys or incur other reasonable expenses for the enforcement of performance or observance of any obligation or agreement of Assignee contained in this Agreement, the City and Authority in such action or enforcement shall be entitled to payment of its reasonable attorneys' fees and costs incurred therein.

(o) Insurance. Assignee shall maintain commercial general liability insurance, builder's risk insurance, and property insurance in commercially reasonable forms and amounts with respect to the Development Property and any Vertical Development on the Development Property.

(p) Demolition SAC Benefit. Each Secondary Developer shall pay the applicable Demolition SAC Benefit to Developer at the time of obtaining each building permit obtained for each Element of Vertical Development on the Development Property.

(q) Specific Secondary Developer Obligations. [Insert any applicable to the Development Property:

(i) Utilities for Row Home Blocks. The Secondary Developer of Blocks 8, 9, 10, 14, 15, 19, 20, 21, 25, 26, 27, 31, 32, 35, and 36 of the Plat, which Blocks are to be developed with row home-style Housing Units, will be obligated to design, engineer, and construct, at its sole cost, the water and sanitary utilities within the drainage and utility easement areas as depicted on the Plat with respect to each such Block under a City permit and transfer to the City or water authority, as applicable in accordance with Legal Requirements.

(ii) Outlot A. The Owner of Lot 1, Block 3 will be obligated to design, engineer, construct, and maintain any improvements on Outlot A in accordance with the Outlot A Use and Maintenance Agreement.

(iii) Pedestrian Link. The setback area between Lot 1, Block 2 and Lot 2, Block 2 intended to be utilized as a pedestrian walkway between Outlot B (i.e., the Civic Square) and Outlot C (i.e., the Civic Plaza) (the "Pedestrian Link"). Upon completion of the Vertical Development on both Lot 1, Block 2 and Lot 2, Block 2, the Owners of the respective Lots must deliver a public access easement over the Pedestrian Link.]

3. Assignment; Assumption; Indemnification. Assignor hereby transfers, assigns and conveys to Assignee, from and after the Effective Date, all of Assignor's right, title and interest in, to and under the Secondary Developer Obligations related to the Development Property. Assignee hereby accepts such transfer, assignment, and conveyance of Assignor's right, title and interest in, to and under the Secondary Developer Obligations related to the Development Property, and hereby assumes all of the Secondary Developer Obligations related to the Development Property first arising from and after the Effective Date. Assignor agrees to indemnify, defend and hold Assignee harmless from and against any claims asserted against Assignee with respect to the Secondary Developer Obligations and shall reimburse Assignee for any costs and expenses incurred in connection with such claims, including reasonable attorneys' fees related to such claims, to the extent such claims arise out of the failure of Assignor to comply with or to perform any Secondary Developer Obligations accruing prior to the Effective Date. Assignee agrees to indemnify, defend and hold Assignor harmless from and against any claims asserted against Assignor with respect to the Secondary Developer Obligations and shall reimburse Assignor for any costs and expenses incurred in connection with such claims, including reasonable attorneys' fees related to such claims, to the extent such claims arise out of the failure of Assignee to comply with or to perform any Secondary Developer Obligations first accruing on or after the Effective Date.

4. Delivery to the City and Authority; Recording. Assignor will not be released of its Secondary Developer Obligations with respect to the Development Property until execution of this Agreement by Assignor and Assignee and the delivery of a copy fully executed copy of this Agreement to the City and Authority. Upon such delivery to the City and Authority, the City and Authority will be deemed to have released Assignor from the Secondary Developer Obligations with respect to the

Development Property. Either Assignor or Assignee may record this Agreement against the Development Property in the Recording Office.

5. Representation as to Development. Assignee represents to Assignor, the City and Authority that its purchase of the Development Property, and its other undertakings under this Agreement, are for the purpose of developing Vertical Development on the Development Property, and not for the purpose of speculation in land holding.

6. City Approvals. Before commencing construction of any Element, Assignee will be responsible for obtaining the required City Element Approval and all other permits, licenses, and approvals in accordance with applicable Legal Requirements that are necessary for the applicable Element to be lawfully constructed.

7. Release of Completed Elements. Pursuant to Section 2.3(c) of the Redevelopment Agreement, upon issuance of a certificate of occupancy by the City for an element of Vertical Development on the Development Property, Assignee may request, and the City shall promptly deliver to Assignee, a release of this Agreement and the assumed Secondary Developer Obligations hereunder executed by the City and the Authority in substantially the form attached to this Agreement as Exhibit J and otherwise in a form required by the Recording Office for recording against the Development Property (each an "Element Release"). When the City and Authority issue an Element Release with respect to all or part of the Development Property, Assignee may record such Element Release in the Recording Office, and upon such recording such Element Release shall be deemed to conclusively and permanently release the Development Property (or portion thereof) from this Agreement and the assumed Secondary Developer Obligations hereunder.

8. Subsequent Transfers to Successor Secondary Developers. Assignee may, without notifying the City or the Authority, and without first obtaining the City's or the Authority's consent, transfer (or enter into a contract to transfer) the Development Property to a successor Secondary Developer in order for such successor Secondary Developer to undertake the development and construction of any Element and not for the purpose of speculation in land holding. As of the closing of any further transfer of the Development Property (or portion thereof) by Assignee to a successor Secondary Developer, and any subsequent transfer of the Development Property (or portion thereof) from such successor Secondary Developer to another successor Secondary Developer, occurring prior to the issuance of an Element Release with respect to the Development Property, Assignee or the current Secondary Developer, as applicable, and its transferee Secondary Developer shall execute an assignment and assumption of Secondary Developer Obligations with respect to the Development Property in substantially the form of this Agreement.

9. Notice. Any notice, approval, consent, payment, demand, communication, authorization, delegation, recommendation, agreement, offer, report, statement, certification or disclosure required or permitted to be given or made under this Agreement, whether or not expressly so stated, shall not be effective unless and until given or made in writing and shall be deemed to have been duly given or made as of the following date: (a) if delivered personally by courier or otherwise, then as of the date delivered or if delivery is refused, then as of the date presented; or (b) if sent or mailed by certified U.S. mail, return receipt requested, or by Federal Express, Express Mail or other mail or courier service, then as of the date received. All such communications shall be addressed as follows (which address(es) for a party may be changed by that party from time to time by notice to the other parties). No such communications to a party shall be effective unless and until deemed received at all address(es) for such party.

If to Assignor:

Attn: _____

If to Assignee:

Attn: _____

If to the City:

City of Saint Paul (PED)
City Hall Annex
25 West 4th Street, Suite 1300
Saint Paul, MN 55102
Attn: Director of Planning and
Economic Development

With a copy to:

City of Saint Paul (OFS)
700 City Hall and Courthouse
15 Kellogg Boulevard West
Saint Paul, MN 55102
Attn: Finance Director

With a copy to:

Office of the City Attorney (CAO)
400 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102
Attn: City Attorney

If to the Authority:

Housing and Redevelopment Authority
of the City of Saint Paul, Minnesota (HRA)
1300 City Hall Annex
25 West Fourth Street
Saint Paul, MN 55102
Attn: Executive Director

With a copy to:

Office of the City Attorney (CAO)
400 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102
Attn: HRA Attorney

10. Miscellaneous.

(a) Recording. Any document or amendment thereto required to be recorded in the Recording Office pursuant to the terms of this Agreement shall be recorded at no cost to the City or the Authority.

(b) Authority. Each party to this Agreement represents and warrants to the other parties to this Agreement that it is duly authorized to enter into this Agreement and perform its respective obligations hereunder and that the person signing this Agreement on its respective behalf is duly authorized to sign on behalf of such party.

(c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of each party hereto and their respective successors and permitted assigns.

(d) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy, and all of which together will constitute one instrument.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first set forth above.

ASSIGNOR:

[_____,
a _____]

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__,
by _____, the _____ of _____, on behalf of said
_____.

Notary Public

ASSIGNEE

a _____

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__,
by _____, the _____ of _____, on behalf of said
_____.

Notary Public

Exhibit A

Legal Description of the Development Property

[To be inserted at time of execution]

Exhibit B

Definitions

“Demolition SAC Benefit” means the amount to be paid to Developer in connection with building permits obtained for each element of Vertical Development on the Redevelopment Area, by Assignee or any other Secondary Developer for the value of the Demolition SAC Credits available with respect to such Element of Vertical Development.

“Demolition SAC Credits” means the approximately 4,157 Metropolitan Council Environmental Services (MCES) Sewer Availability Charge (SAC) credits resulting from the demolition of the car and truck assembly plant previously located on the Redevelopment Area.

“Element” or “Element of Vertical Development” means an individual development element of the anticipated Vertical Development on any part of the Development Property.

“Element City Approval” means, for any Element, the City resolution issued, if applicable, and the final development plan, site plan, building permits, or other permits approved by the City pursuant to Legal Requirements.

“Environmental Law” means any federal, state or local law, rule, regulation, ordinance, or other legal requirement relating to (i) a release or threatened release of any Hazardous Material, (b) pollution or protection of public health or the environment or (ii) the manufacture, handling, transport, use, treatment, storage, or disposal of any Hazardous Material.

“Hazardous Materials” means petroleum, asbestos-containing materials, and any substance, waste, pollutant, contaminant or material that is defined as hazardous or toxic in any Environmental Law.

“Infrastructure Plans” means those certain engineered drawings, plans, and specifications for the Public Infrastructure to be prepared by Developer and Developer’s consultants in accordance with Legal Requirements, this Agreement and the Site Improvement Performance Agreement, and as approved by the City and the Authority.

“Lot” means a Lot of the Redevelopment Area, according to the FORD subdivision plat, attached as Exhibit B to the Redevelopment Agreement, recorded in Ramsey County, Minnesota, or any further subdivision of said Lots which creates a separate tax parcel with a separate legal description.

“Legal Requirements” means all laws, statutes, regulations, rules, codes, acts, charters, ordinances, resolutions, orders, permits, judgments, decrees, injunctions, directions, policies and requirements of all governmental authorities, foreseen and unforeseen, ordinary or extraordinary, then applicable to or required in connection with the Project or any part of the Project, including, without limitation, the TIF Plan, Master Plan, any approved master site plan for the Property, any approved site plan for any portion of the Property, Ordinance Permit per Chapter 6 of the St. Paul Administrative Code, the Americans With Disabilities Act (ADA), the AUAR and any Environmental Law.

“Master Association” means a non-profit master association established by Developer and organized under Minnesota law who may seek to utilize the petition rights granted under Minnesota Statutes Chapter 428A to fund relevant portions of its operations and maintenance costs with respect to the Public Open Spaces.

“Public Open Spaces” means (i) that certain parcel of land within the Redevelopment Area platted as Outlot D on the Plat and to be allocated for public use, including the improvements, enhancements, and infrastructure within the public use area as coordinated with the Infrastructure Plans; (ii) that certain parcel of land within the Redevelopment Area platted as Outlot B on the Plat to be allocated as a public use area, including the improvements and infrastructure thereon constructed in coordination with the Infrastructure Plans; and (iii) that certain parcel of land within the Redevelopment Area platted as Outlot C on the Plat to be allocated as a public use area, including the improvements and infrastructure thereon, constructed in coordination with the Infrastructure Plans

“Recording Office” means the Office of the County Recorder for Ramsey County, Minnesota and/or Office of the Ramsey County Registrar of Titles, as applicable to the Lot being addressed.

“Redevelopment TIF District” means the tax increment financing district established by the Authority in accordance with the TIF Act, on March 23, 2016, as amended from time to time, including without limitation as described in Section 9.3 of the Redevelopment Agreement, and referred to as “Ford Site Redevelopment Tax Increment Financing District (#322)” pursuant to the Tax Increment Financing Plan for the Redevelopment TIF District, adopted by the City Council on March 16, 2016, and adopted by the Authority on March 23, 2016, as amended from time to time.

“Site Improvements” means, collectively, the Public Infrastructure and the Public Open Spaces.

“Site Improvement Performance Agreement” means the separate site improvement performance agreement to be entered into between Developer and the City on an even date with the Redevelopment Agreement containing the City’s engineering requirements for the Site Improvements and the process for the City’s review and approval of the Infrastructure Plans.

“Site Utilities” means improvements and infrastructure that facilitate the distribution and collection of public utility services, including water facilities, fire hydrants, sanitary sewer facilities and stormwater facilities (including catchment, conveyance, treatment and storage facilities such as tanks and ponds), each to the extent identified, depicted, and specified in the Plat, as applicable, and the Infrastructure Plans.

Exhibit C

Statement of Affirmative Action/Equal Opportunity Requirements

[See attached.]



CITY OF SAINT PAUL
Melvin Carter, Mayor

*280 City Hall
15 Kellogg Boulevard West
Saint Paul, MN 55102-1659*

*Telephone: (651) 266-8900
Facsimile: (651) 266-8919
TDD: (651) 266-8977*

AFFIRMATIVE ACTION / EQUAL EMPLOYMENT OPPORTUNITY (AA/EEO) Contract Specifications

Definition of Terms:

City Funds – Money originating from the City of Saint Paul or other federal and state funds. Some examples include: Capital Investment Bonds (CIB), U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG), Federal Low Income Housing Tax Credits (LIHTC), Housing Redevelopment Authority (HRA), Home Investment Partnership Program (HOME), Metropolitan Council funding programs, multi-family Housing Revenue Bonds, Sales Tax Revitalization (STAR), Tax Increment Financing (TIF), and any combination of loans, grants, and land write-down or other funding vehicles.

Contract – A formal agreement between the City of Saint Paul and a contractor. For AA/EEO compliance monitoring, the word “contract” is used to refer to all agreements. A contract is defined as a development agreement, master contract, a professional service agreement, a purchase order, a service agreement, and any other contract where the City provides funding.

Contractor – Any person entering into a contract or agreement with the City of Saint Paul.

Person – Includes natural persons, firms, corporations, partnerships, joint ventures, companies, organizations, for profit and nonprofit, agencies, clubs, groups, or any other association of natural persons, legal entities, or both.

1. Contractors who have been awarded or enter into a contract with the City that meets or exceeds \$50,000 within the preceding twelve-month period are required to submit the company's Affirmative Action Plan (AAP) to the City for certification.
 - a. There is a fee of \$75 to cover the cost of certifying the affirmative action plan.
 - b. An Affirmative Action Program Registration (AAPR) document is provided by the City for the contractor to use in lieu of submitting an Affirmative Action Plan.
2. Submission of the AAP or AAPR indicates that the contractor:
 - a. has a policy of equal employment opportunity
 - b. is committed to affirmative action
 - c. fully supports incorporation of non-discrimination and affirmative action rules and regulations into contracts and agreements
 - d. intends to implement those policies.

3. The contractor shall take specific actions to ensure equal employment opportunity. The contractor shall document these efforts fully and shall implement affirmative action steps as indicated in the AAP.
 - a. Designate a responsible official to monitor employment activities.
 - b. Maintain an environment free of harassment, intimidation, coercion, and discriminatory acts.
 - c. Establish and maintain face to face relationship with recruitment sources for people of color and individuals with disabilities.
 - d. Annually review the affirmative action plan activities.
4. If the contractor fails to comply with the affirmative action requirements, its implementing rules, or these specifications, the Director may proceed with sanctions which may include: suspension, termination, cancellation of existing contracts until corrective steps are taken, and declarations of non-eligibility to bid.
5. The contractor shall not enter into any contract or agreement with any person or firm debarred from government contracts under Section 183 of the Saint Paul Legislative Code, Chapter 139 of the Minneapolis Ordinances, Federal Executive Order 11246, or whose state certificate of compliance has been suspended or revoked pursuant to Minnesota Statutes, Section 363.073.

Contact:

HREEO – AA/EEO Contract Compliance Officer
affirmativeaction@ci.stpaul.mn.us
Phone: 651-266-8900

The City of Saint Paul Human Rights Ordinance
[Section 183.04 of the Saint Paul Legislative Code](#) and Rules

Workforce Participation Goals for Construction Contracts

The following supplemental AA/EEO specifications shall apply to contracts for construction which receive City funding. All contractors need to include these specifications in all lower tier contracts for construction work. Developer and prime contractor shall communicate this information to all subcontractors.

City workforce participation goals for City funded construction projects of \$50,000 or more are expressed as a percentage of the total hours performed by female and minority construction workers.

32% Minority total project hours
20% Female total project hours

After the contract has been awarded, but before construction begins, all contractors that have been selected to work on the project will be required to meet in a pre-construction conference. This conference will be held to discuss the utilization goals for minority and women, how the goals will be met, and any problems that may affect the project's ability to achieve the goals.

Each contractor that utilizes subcontractors must submit the **Prime and Subcontractor Identification Form** identifying lower tier contractors and material suppliers.

All lower tier or sub-contractors must complete and submit the mandatory **Project Employment Utilization (PEU)** form indicating estimated total number of project work hours, and estimated women and minority workforce hours. Contractors must indicate on the bottom of the PEU form if they will meet the goals with their internal workforce or by hiring additional employees. If they are unable to meet the goals, they must provide the reason at the bottom of the PEU form. The prime contractor must collect the PEU forms from subcontractors and submit them to the City's AA/EEO Compliance Officer at: affirmativeaction@ci.stpaul.mn.us

Workforce participation goals on construction projects is monitored via certified payroll in **LCPtracker**. LCPtracker is a paperless, online system of entering certified payroll reports. In LCP Tracker, contractors are required to select the job classification, gender, and race of each individual worker. In instances where LCPtracker is not used, contractors shall report the project workforce participation goals manually on city provided spreadsheet.

Failure to make Good Faith Efforts

If a contractor fails to make and demonstrate a good faith effort to meet the goals for participation of women and minorities, the Director may take appropriate measures to sanction the contractor. This may include: suspension, termination, cancellation of existing contracts until corrective steps are taken, and declarations of non-eligibility to bid.

Exhibit D

Labor Standards/Wages

[See attached.]



**CITY OF SAINT PAUL
CITY LABOR STANDARDS (LITTLE DAVIS-
BACON) REQUIREMENTS. GENERAL AND
SUBCONTRACTORS AGREE TO ABIDE BY ALL
REQUIREMENTS CONTAINED HEREIN.**

- All City of Saint Paul projects in the amount of \$25,000 dollars or more require that all workers on the job site whose duties are physical or manual be paid weekly prevailing rates (including fringe benefits).
- Workers shall be compensated at not less than one and one-half times the *basic rate of pay* plus one times the identified fringe benefit amount for all hours worked in excess of 8 per day or 40 per week on this project (whichever is greater). "Basic rate of pay" is the hourly amount listed under the "basic rate" column in the wage decision.
- Developer/prime contractor is responsible for only employing subcontractors who have certified eligibility in written contracts containing Little Davis-Bacon Requirements. Contracts cannot be awarded to businesses debarred or suspended by federal, state, or city authorities.
- Developer/prime contractor is responsible for posting the Prevailing Rates Schedule and "Notice to All Employees" (red, white, and blue poster) in a highly visible location on the job site.
- Prime, subcontractors and lower-tiers must submit a Contractor Profile form and Identification of Prime and Subs if applicable; Prime also submits Weekly Site Logs and keeps the identification of prime and sub-contractors current.
- Payrolls must be certified and submitted using **LCPtracker**. Payroll reports are due within seven (7) days after the payroll period. Non-working weeks must be recorded in LCPtracker for the weeks not onsite after the start of work on the project. The City may hold up payment if payroll is not up to date in LCP Tracker.
- BEFORE performing contract work**, self-employed and partnership contractors must submit bona fide status documentation for review and approval by the labor standards officer.
- Business owners **working with their crew** must report their wage information and can certify the payroll. Business owners **working alone** cannot certify payment of their own prevailing wage; instead they are reported on a weekly payroll prepared and certified by their engaging contractor (wage information must be reported.)

NOTE: Owners, officers, shareholders of a corporation are employees and are to be paid the prevailing rate (including fringe benefits) when working at the project site; All wage information must be included.
- Apprentices/trainees are the only workers allowed to work at a lesser rate when registered in approved apprenticeship/training programs. Submit an Apprenticeship agreement, the current level of advancement and corresponding wage information the week the apprentice first appears on the jobsite. Apprentice to journey-worker ratios must be adhered to hour-for-hour. Apprentices/trainees working alone must be paid journey-worker rates based on the trade listed on the apprenticeship agreement. **THERE ARE NOEXCEPTIONS TO THE ON-SITE RATIO**. Pre-apprentices are not allowed at a lesser rate.
- Cleaning performed during construction is subject to prevailing wage provisions. In the absence of a specific wage rate for cleaning classification, the cleaners must be paid the predetermined wage rate for laborers. Demolition related to the project is also subject to prevailing wage provisions.
- Verification of employee wage receipt may include contacting the local trade or designated benefit fund account, or contractor submission of canceled paychecks, timecards and/or stubs for week(s) specified.
- All timekeeping records (including timecards, work logs, payroll checks and stubs, etc.) must be kept on file for a period of two (2) years after the close of the project.



CITY/STATE LABOR STANDARDS REQUIREMENTS

Developers, general contractors, subcontractors, and lower-tier subcontractors shall comply with any of the following rules and regulations as may be applicable:

- Little Davis-Bacon Ordinance, Section 82.07, Saint Paul Administrative Code
- Minnesota Statutes §§ 177.41- 44 and Rules 5200.1000 – 5200.1120

The requirements of the Ordinance/Statutes are as follows:

- (1) **The minimum wage rates and fringe benefits established by the City of Saint Paul and/or the Minnesota Department of Labor and Industry shall be paid weekly to all on-site workers. Failure to comply with the aforementioned may result in civil or criminal penalties.**
- (2) **All workers shall be paid time-and-one-half for all overtime hours worked, meaning hours worked over 8 in a day or over 40 in a week, whichever is greater.**
- (3) **Apprentices/trainees are allowed to work at a lesser rate if they are registered in approved apprenticeship/training programs. Ratios are applied on-site and the appropriate ratio of apprentices to journey-workers must be maintained hour-for hour. (See Apprentice/Trainee Guidelines)**
- (4) **Independent Truck Owner/Operators or Multiple Truck Owner/Operators must be paid the applicable Truck Rental Rate set out by the Minnesota Department of Labor and Industry. Month-End Trucking reports must be submitted to the City of Saint Paul detailing ITO/MTO work on the project. (See Trucking Guidelines.)**
- (5) **The developer, prime contractor and any subcontractors are required to:**
 - **Provide any noted and/or requested contract compliance-related data electronically in the online Contract Compliance System;**
 - **Respond to any instruction or request for information by any noted response/due date; and**
 - **Check the online Contract Compliance System on a regular basis to manage contact information and payroll records.**

The developer (or prime contractor) is responsible for ensuring all prime contractors, and/or subcontractors have completed all requested items and that their contact information is accurate and up-to-date.

Documents to be attached to all bid specifications, contracts, subcontracts and lower-tier subcontracts for this project include, but are not limited to:

- Labor Standards Requirements;
- Applicable Prevailing Wage Rates;
- Apprentice/Trainee Guidelines; and
- Bona Fide Self-Employed/Independent and Partnership Subcontractor Status

A City Labor Standards Poster and the Prevailing Wage Rate Data **must be** posted at the construction site in a visible location.

FOR ASSISTANCE OR SPECIFIC INFORMATION CONTACT:
Ethan Hansing • City Labor Standards • 15 W. Kellogg Blvd., St. Paul, MN 55102 •
651-266-8921 ethan.hansing@ci.stpaul.mn.us



NOTICE TO CONTRACTORS

The prevailing wage rates certified and published by the Minnesota Department of Labor and Industry apply to all City of Saint Paul Projects (with limited exceptions) in the amount of \$25,000 dollars or more involving new construction, demolition work, or repair work to public and private property. Rates will apply based on construction type, and are subject to change until the date of advertisement.

Wage decisions published by the Minnesota Department of Labor & Industry (DOLI) at the time the contract is signed will be locked in for the duration of the project, provided construction begins within 90 days of contract signing. After 90 days, wage decisions will be updated to the construction start date. **This wage decision may or may not be locked into the contract.**

It is the responsibility of the recipient of City money (e.g., business owner, developer, prime contractor, etc.) to check with City of St. Paul staff to determine whether the wage decision has been updated prior to commencement of construction, regardless of when contract was signed.

Project Defined:

A project consists of all construction necessary to complete a facility regardless of the number of contracts involved, as long as all the contracts awarded are closely related in purpose, time, and place to the work being performed. All work necessary to complete a project, including, but not limited to, buildings (including mixed-use development), public works projects, residential developments, and parks will be subject to prevailing wage requirements unless specifically exempted by the St. Paul Labor Standards Unit. Recipients of City money will not be allowed to break up individual components of a project for purposes of avoiding prevailing wage requirements.

Site Visits

Contractors shall permit City Contract Compliance Staff to conduct unannounced visits to the worksite to interview workers to verify compliance with prevailing wage. If necessary, compliance staff shall check in at the trailer. However, compliance staff must be allowed to conduct interviews unaccompanied by construction staff.

CONSTRUCTION DEFINITIONS:

1. Commercial construction

Commercial construction means all building construction projects exclusive of residential construction.

2. Highway and heavy construction

Highway and heavy construction" means all construction projects which are similar in nature to those projects based upon bids as provided under Minnesota Statutes, section 161.32 for the construction or maintenance of highways or other public works and includes roads, highways, streets, airport runways, bridges, power plants, dams, and utilities.

3. Residential construction or agricultural construction

Residential construction or agricultural construction means all construction, remodeling, or repairing of single or two family homes and structures appurtenant thereto including agricultural or farming buildings appurtenant to private farm residences when utilized to carry on primary farming operations.

This contract incorporates by reference all the terms and conditions contained in the Prevailing Wage Policy and Procedure Manual, which can be found at: <https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity/contract-compliance-business-development/labor>

ADDITIONAL REQUIREMENTS

The hourly rates, including overtime rates, contained in the wage decision provided in this contract are the minimally-required hourly rates that must be paid to all construction workers on this project, and supersede all other rates, including journeyman rates agreed to between a contractor and a union contained in a collective bargaining agreement or elsewhere.

If a project contains only City money, the City will enforce the apprentice rate guidelines specified in the agreement between the union and the contractor. In the absence of an agreement, the City will enforce the DOLI Apprenticeship Ratio Policy. If a contractor and a union have a contract that defines the project in such a way that it contravenes the City's definition of the project, the City will enforce the apprentice ratios pursuant to the contract between the contractors and the union only after obtaining authorization from both parties.

**MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE
FUNDED CONSTRUCTION PROJECTS**



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Highway and Heavy

Region Number: 09

Counties within region:

- ANOKA-02
- CARVER-10
- CHISAGO-13
- DAKOTA-19
- HENNEPIN-27
- RAMSEY-62
- SCOTT-70
- WASHINGTON-82

Effective: 2019-11-04

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate.

Violations should be reported to:

Department of Transportation
Office of Construction
Transportation Building MS650
John Ireland Blvd
St. Paul, MN 55155
(651) 366-4209

Refer questions concerning the prevailing wage rates to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2019-11-04	32.80	20.44	53.24
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2019-11-04	32.80	20.44	53.24
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2019-11-04	24.00	16.96	40.96
104	FLAG PERSON	2019-11-04	32.80	20.44	53.24
105	WATCH PERSON	2019-11-04	29.40	19.89	49.29
106	BLASTER	2019-11-04	22.08	6.87	28.95
107	PIPELAYER (WATER, SEWER AND GAS)	2019-11-04	35.30	20.44	55.74
108	TUNNEL MINER	2019-11-04	33.50	20.44	53.94
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2019-11-04	33.50	20.44	53.94
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE)	2019-11-04	32.80	20.44	53.24

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.				
111	2019-11-04	32.80	20.44	53.24
TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)				
112	2019-11-04	16.28	4.07	20.35
QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.					
SPECIAL EQUIPMENT (201 - 204)					
201	ARTICULATED HAULER	2019-11-04	37.79	20.50	58.29
		2020-05-01	38.64	21.40	60.04
202	BOOM TRUCK	2019-11-04	37.79	20.50	58.29
		2020-05-01	38.64	21.40	60.04
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2019-11-04	24.00	16.96	40.96
204	OFF-ROAD TRUCK	2019-11-04	37.79	20.50	58.29
		2020-05-01	38.64	21.40	60.04
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR	2019-11-04	32.04	21.26	53.30

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.				

HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR

GROUP 2	2019-11-04	38.64	20.50	59.14
	2020-05-01	39.49	21.40	60.89
302				HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)
303				CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)
304				ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)
305				DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)
306				GRADER OR MOTOR PATROL
307				PILE DRIVING (HIGHWAY AND HEAVY ONLY)
308				TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)
GROUP 3	2019-11-04	38.09	20.50	58.59
	2020-05-01	38.94	21.40	60.34
309				ASPHALT BITUMINOUS STABILIZER PLANT
310				CABLEWAY
311				CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)
312				DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)
313				DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)
314				DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
315				
FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
316				
LOCOMOTIVE CRANE OPERATOR				
317				
MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE				
318				
MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)				
319				
TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)				
320				
TANDEM SCRAPER				
321				
TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)				
322				
TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
GROUP 4	2019-11-04	37.79	20.50	58.29
	2020-05-01	38.64	21.40	60.04
323				
AIR TRACK ROCK DRILL				
324				
AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325				
BACKFILLER OPERATOR				
326				
CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)				
327				
BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328				
BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329				
BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330				
CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331				
CHIP HARVESTER AND TREE CUTTER				
332				
CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				
333				
CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)				
334				
CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335				
CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				
336				
CURB MACHINE				
337				
DIRECTIONAL BORING MACHINE				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
338				
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365				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
366				
TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND HEAVY ONLY)				
367				
TUB GRINDER, MORBARK, OR SIMILAR TYPE				
368				
WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)				
GROUP 5	2019-11-04	34.75	20.50	55.25
	2020-05-01	35.60	21.40	57.00
369				
AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)				
370				
BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371				
CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				
372				
FORM TRENCH DIGGER (POWER)				
373				
FRONT END, SKID STEER UP TO 1C YD				
374				
GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)				
375				
HYDRAULIC LOG SPLITTER				
376				
LOADER (BARBER GREENE OR SIMILAR TYPE)				
377				
POST HOLE DRIVING MACHINE/POST HOLE AUGER				
378				
POWER ACTUATED AUGER AND BORING MACHINE				
379				
POWER ACTUATED JACK				
380				
PUMP (HIGHWAY AND HEAVY ONLY)				
381				
SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)				
382				
SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER				
383				
SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER				
384				
STUMP CHIPPER AND TREE CHIPPER				
385				
TREE FARMER (MACHINE)				
GROUP 6	2019-11-04	33.54	20.50	54.04
	2020-05-01	34.39	21.40	55.79
387				
CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER				
388				
CONVEYOR (HIGHWAY AND HEAVY ONLY)				
389				
DREDGE DECK HAND				
390				
FIRE PERSON OR TANK CAR HEATER (HIGHWAY AND HEAVY ONLY)				
391				
GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
392				
393				
394				
395				
396				
397				

TRUCK DRIVERS

GROUP 1	2019-11-04	31.25	17.50	48.75
601				
602				
603				
GROUP 2	2019-11-04	30.70	17.50	48.20
604				
GROUP 3	2019-11-04	30.60	17.50	48.10
605				
606				
607				
GROUP 4	2019-11-04	32.29	17.50	49.79
608				
609				
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611				
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614				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
SPECIAL CRAFTS					
701	HEATING AND FROST INSULATORS	2019-11-04	47.10	24.40	71.50
702	BOILERMAKERS	2019-11-04	38.33	27.43	65.76
703	BRICKLAYERS	2019-11-04	36.05	19.68	55.73
704	CARPENTERS	2019-11-04	38.96	22.08	61.04
705	CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651-284-5091 OR EMAIL DLIPREVMWAGE@STATE.MN.US			
706	CEMENT MASONS	2019-11-04	39.65	20.92	60.57
707	ELECTRICIANS	2019-11-04	44.00	30.30	74.30
		2020-05-01	46.90	30.30	77.20
711	GROUND PERSON	2019-11-04	32.42	16.23	48.65
		2020-03-30	33.40	16.30	49.70
712	IRONWORKERS	2019-11-04	37.60	29.40	67.00
		2020-05-01	39.65	29.40	69.05
713	LINEMAN	2019-11-04	46.32	20.12	66.44
		2020-03-30	47.71	20.31	68.02
714	MILLWRIGHT	2019-11-04	35.73	26.43	62.16
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE	2019-11-04	38.70	22.76	61.46

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
TAPING OF PAVEMENT MARKINGS)	2020-05-01	40.70	22.76	63.46
716 PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2019-11-04	38.91	22.08	60.99
717 PIPEFITTERS . STEAMFITTERS	2019-11-04	47.89	27.55	75.44
	2020-05-01	50.39	27.55	77.94
719 PLUMBERS	2019-11-04	48.12	25.33	73.45
	2020-05-01	50.87	25.33	76.20
721 SHEET METAL WORKERS	2019-11-04	44.46	29.17	73.63
723 TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			
724 TILE SETTERS	2019-11-04	34.76	23.29	58.05
725 TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			
727 WIRING SYSTEM TECHNICIAN	2019-11-04	40.17	17.63	57.80
	2020-07-01	41.42	17.63	59.05
728 WIRING SYSTEMS INSTALLER	2019-11-04	28.14	14.71	42.85
	2020-07-01	29.02	14.71	43.73
729 ASBESTOS	2019-11-04	32.68	19.66	52.34

LABOR CODE AND CLASS

**EFFECT
DATE**

**BASIC
RATE**

**FRINGE
RATE**

**TOTAL
RATE**

ABATEMENT WORKER

730

SIGN ERECTOR

FOR RATE CALL 651-284-5091 OR EMAIL
DLI.PREVVAGE@STATE.MN.US

Notice of truck rental rate certification and effective date

The commissioner has certified the minimum truck rental rates for state-funded highway projects effective Jan. 16, 2018. This certification follows the publication of the Notice of Truck Rental Rate Determination in the *State Register* on Dec. 18, 2017, and the informal conference held pursuant to Minnesota Rules, part 5200.1105, on Dec. 28, 2017.

According to Minnesota Rules, part 5200.1105, the purpose of the informal conference was for the Minnesota Department of Labor and Industry (DLI) to obtain further input regarding the determined rates prior to the certification. No additional written input regarding the determination was received by DLI prior to or after the informal conference.

The truck rental rate is determined for each equipment type by adding the average hourly cost of operating the vehicle to the certified prevailing wage rate for the driver. The average hourly operating costs are determined by voluntary survey of truck owner operators, trucking contractors and trucking firms.

The determination of the minimum truck rental rates by region are as follows.

Three-axle units

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$45.02	\$37.35	\$82.37
Region 2	Certification date	\$40.79	\$37.35	\$78.14
Region 3	Certification date	\$45.02	\$37.35	\$82.37
Region 4	Certification date	\$44.01	\$37.35	\$81.36
Region 5	Certification date	\$31.90	\$37.35	\$69.25
Region 6	Certification date	\$43.00	\$37.35	\$80.35
Region 7	Certification date	\$39.86	\$37.35	\$77.21
	May 1, 2018	\$41.36	\$37.35	\$78.71

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 8	Certification date	\$30.50	\$37.35	\$67.85
Region 9	Certification date	\$46.60	\$37.35	\$83.95
	May 1, 2018	\$48.10	\$37.35	\$85.45
Region 10	Certification date	\$42.45	\$37.35	\$79.80

Four-or-more-axle units

Region	Effective date	604 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$46.30	\$54.04	\$100.34
	May 1, 2018	\$47.80	\$54.04	\$101.84
Region 2	Certification date	\$49.88	\$54.04	\$103.92
Region 3	Certification date	\$38.51	\$54.04	\$92.55
Region 4	Certification date	\$44.03	\$54.04	\$98.07
Region 5	Certification date	\$25.35	\$54.04	\$79.39
Region 6	Certification date	\$43.00	\$54.04	\$97.04
Region 7	Certification date	\$37.40	\$54.04	\$91.44
Region 8	Certification date	\$24.10	\$54.04	\$78.14
Region 9	Certification date	\$46.70	\$54.04	\$100.74
	May 1, 2018	\$48.20	\$54.04	\$102.24
Region 10	Certification date	\$27.03	\$54.04	\$81.07

Tractors

Region	Effective date	602 driver rate	Operating cost	Tractor-only truck rental rate	Plus trailer operating cost	Tractor-trailer rental rate
Region 1	Certification date	\$46.85	\$56.11	\$102.96	\$11.46	\$114.42
	May 1, 2018	\$48.35	\$56.11	\$104.46	\$11.46	\$115.92
Region 2	Certification date	\$39.02	\$56.11	\$95.13	\$11.46	\$106.59
Region 3	Certification date	\$38.75	\$56.11	\$94.86	\$11.46	\$106.32
Region 4	Certification date	\$25.22	\$56.11	\$81.33	\$11.46	\$92.79
Region 5	Certification date	\$27.25	\$56.11	\$83.36	\$11.46	\$94.82
Region 6	Certification date	\$32.00	\$56.11	\$88.11	\$11.46	\$99.57
Region 7	Certification date	\$31.80	\$56.11	\$87.91	\$11.46	\$99.37
Region 8	Certification date	\$23.83	\$56.11	\$79.94	\$11.46	\$91.40
Region 9	Certification date	\$47.25	\$56.11	\$103.36	\$11.46	\$114.82
	May 1, 2018	\$48.75	\$56.11	\$104.86	\$11.46	\$116.32
Region 10	Certification date	\$26.50	\$56.11	\$82.61	\$11.46	\$94.07

The minimum truck rental rate for these four types of trucks in the state's 10 highway and heavy construction areas will be effective for all Minnesota Department of Transportation highway construction work financed in whole or part with state funds advertised for bid on or after the day the notice of certification is published in the *State Register*.

Ken B. Peterson
Commissioner



The LCPtracker™ service is a paperless, online system of entering Certified Payroll Reports. Payroll data may be entered directly into the system or uploaded from major construction, accounting, and payroll programs. The service eliminates the need for contractors to submit paper prevailing wage documents and forms while providing an online database of all certified payroll reports. The service also generates audits, logs and correspondence.

All contract-specific wage rates and worker classifications are online, within the system, and contractors select classifications from a menu. Worker information is entered once and then remains in the system accessible to all of the Agencies' public works contract activity. Potential errors in wage rates or worker classification entries are flagged to contractors preemptively, allowing contractors to correct data prior to submittal.

A few of the immediate benefits conferred by the use of LCPtracker™ are:

- LCPtracker™ confirms rates and classifications prior to allowing contractors to submit payroll or payroll-related documents to the City of Saint Paul.
- All reports are available instantly to contractors in hardcopy and electronic formats.
- No need to mail in paperwork. Payrolls will be submitted electronically. There is an audit trail of all submitted records and all correspondence between the City of Saint Paul and the contractors.

There is no cost to contractors for this service. The successful bidder (contractors with city contracts,) will be given access to the system. On-line training is provided at no cost. Contractors may access the training after receiving login i.d. and password. An email with login instructions will be sent to contractors once they're assigned to a contract in LCPtracker™. Questions may be directed to Ethan Hansing at 651-266-8921, or emailed to Ethan.Hansing@ci.stpaul.mn.us. Complete and full support is also offered directly to contractors by LCPtracker™ for any technical questions on the use of the service. Contact **LCPtracker Support at 714-669-0052, #4** or support@lcptracker.com.

In the event a complaint is submitted to the City, City staff must be able to reasonably determine how much an employee was paid at an hourly rate. City staff might request copies of the employer's internal payroll records if City staff suspect submitted payroll do not accurately reflect what workers were paid. Failure of contractor to maintain adequate internal payroll records will result in City interpreting evidence, including statements made by workers, in a light most favorable to the workers.

P.O. Box 187
Orange, CA 92856-6187
(714) 669-0052
www.lcptracker.com



CITY OF SAINT PAUL APPRENTICESHIP REQUIREMENTS

APPRENTICES/TRAINEES

WAGES	An Apprentice/Trainee can be paid less than the wage rate listed in the wage decision for his/her work classification if he/she is registered in an approved apprenticeship/training program.
PROGRAMS	Approved programs are registered with the Department of Labor (DOL) or a DOL recognized State Apprenticeship Agency (SAC). Apprentices/trainees are paid wage rates in accordance with the wage schedule in the approved program. If a project contains only City money, the City will enforce the apprentice ratio guidelines specified in the agreement between the Union and the contractor. In the absence of an agreement, the City will enforce the DOLI Apprenticeship Ratio Policy. If a contractor and a union have a contract that defines the project in such a way that it contravenes the City's definition of the project, the City will enforce apprentice ratios pursuant to the contract between the contractor and the Union only after obtaining authorization from both parties.
REQUIREMENTS	Submit the following to the City at ContractCompliance@ci.stpaul.mn.us . The City will let you know when apprentice rates have been created. <ul style="list-style-type: none"> ● A copy of the Apprenticeship Agreement; ● The current level of advancement (include “apprentice” and the hour or percentage level with the work classification on your payroll reports); and ● A copy of YOUR registered/approved program wage rates and ratios.
LIMITATIONS	The maximum number of apprentices/trainees you can use on the job site cannot exceed the ratio of apprentices/trainees to journey workers allowed in the approved program. Ratios are applied hour-for-hour at the project site. You will be required to pay wage restitution for ratio violations. NOTE: If the program does not have onsite apprenticeship ratios, your company will be required to follow the apprenticeship ratios promulgated by the Minnesota Department of Labor and Industry.

PROBATIONARY APPRENTICES

Probationary Apprentices can be paid as an apprentice **if**:

- The DOL or SAC has certified that the person is eligible for probationary employment as an apprentice; and
- Verification of this is submitted to your engaging contractor or other designee.

PRE APPRENTICES (an individual not registered in a program)

A Pre-apprentice must be paid the full journey worker rate on the wage decision for the classification of work they perform.

HELPERS/ASSISTANTS

Helpers are not allowed to work at a lesser rate of pay on State and Federally-funded projects.

R.U.C.S (RESIDENTIAL UTILITY CARPENTERS)

R.U.C.s are not allowed to work at a lesser rate of pay on State and Federally-funded projects.



CITY OF SAINT PAUL LITTLE DAVIS-BACON REQUIREMENTS FOR BONA FIDE SELF-EMPLOYED AND PARTNERSHIP SUBCONTRACTOR STATUS

REQUIREMENTS

- All “self-employed” and “partnership” businesses must provide bona fide status demonstration prior to performing work at the project site. Failure to demonstrate contractor/subcontractor status may result in payment delay and possible contract/subcontract agreement cancellation
- All “self-employed” and “partnership” businesses must have executed and provided a written contract/subcontract agreement (containing the Little Davis-Bacon Labor Standards Requirements and applicable Prevailing Wage Rates) for their work performance to the labor standards contract administrator assigned to this project.

Bona Fide SELF-EMPLOYED SUBCONTRACTOR Status Demonstration

All self-employed contractors/subcontractors must submit copies of 4 of the 6 the documents listed below:

- (1) Identification of a registered trade name and location of telephone listing under that name;
- (2) Contractor’s license;
- (3) A subcontractor’s bond;
- (4) Proof of worker’s compensation insurance coverage;
- (5) Copy of previous tax year’s income tax filing;
- (6) Any other determination regarding status as defined by the State or Federal Department of Revenue

IMPORTANT: Failure to provide copies of the requested documentation will disallow the “subcontractor status” and the individuals will be included on the engaging company’s payroll as employees.

Bona Fide PARTNERSHIP Subcontractor Status Demonstration

If the subcontractor is a partnership, the following must be submitted for approval prior to starting work on the site:

- (1) A copy of the executed partnership agreement;
- (2) Federal and State Tax Identification Numbers applicable to the partnership agreement; and
- (3) A copy of the previous tax year’s filing, including Schedule E

IMPORTANT: Failure to provide copies of the requested documentation will disallow the “subcontractor status” and the individuals will be included on the engaging company’s payroll as employees.



BONA FIDE SELF-EMPLOYED AND PARTNERSHIP SUBCONTRACTOR STATUS DOCUMENTATION LOG

Pursuant to the 82.07 of the Administrative Code, all contractors awarded contracts with the City of Saint Paul in the amount of \$25,000 or more involving either new construction work or repair work on any roads, bridges, sewers, streets, alleys, parks, parkways, buildings, or any other public work involving the improvement of public or private property, including the removal of public nuisances, **are required** to provide the information detailed in the **BONA FIDE SELF-EMPLOYED AND PARTNERSHIP SUBCONTRACTOR STATUS SHEET**. Return this log to the Labor Standards Compliance Officer with requested documentation as proof of bona-fide self employed subcontractor status. Use additional forms if necessary.

Project Name: _____ Date: _____

Prime Contractor: _____

Contact Name: _____

Address: _____

Telephone: _____

DIRECTIONS: Please list each subcontractor separately below and circle the type of documentation provided for each subcontractor.

1. SUBCONTRACTOR: _____

[a] Trade Name [b] License [c] Bond [d] Insurance [e] Partnership [f] Tax Form [g] Trucker

2. SUBCONTRACTOR: _____

[a] Trade Name [b] License [c] Bond [d] Insurance [e] Partnership [f] Tax Form [g] Trucker

3. SUBCONTRACTOR: _____

[a] Trade Name [b] License [c] Bond [d] Insurance [e] Partnership [f] Tax Form [g] Trucker

4. SUBCONTRACTOR: _____

[a] Trade Name [b] License [c] Bond [d] Insurance [e] Partnership [f] Tax Form [g] Trucker

5. SUBCONTRACTOR: _____

[a] Trade Name [b] License [c] Bond [d] Insurance [e] Partnership [f] Tax Form [g] Trucker

City Labor Standards Officer Contact Information:
City of Saint Paul, Labor Compliance Unit
15 Kellogg Blvd. W, #280, Saint Paul, MN 55102
ethan.hansing@ci.stpaul.mn.us



CITY OF SAINT PAUL TRUCKING GUIDELINES

DEFINITION:

An Independent Truck Operator/Owner (ITO) is an individual, partnership, or principal stockholder of a corporation who owns or holds a vehicle under lease and who contracts that vehicle and the owner's services to an entity, which provides construction services for a city project.

REQUIREMENTS:

- Pursuant to Section 82.07 of the Saint Paul Administrative Code, Minnesota Statutes 177.41-44, and Minnesota Rules 5200.1100-1102, Independent Truck Operator/Owners must be paid in accordance with the Minnesota Department of Labor and Industry Truck Rental Rates.
- Contractors using ITOs must provide the City with bona fide demonstration of status of such entities upon request by the City anytime before or during life of project. The contractor must provide:
 - (1) A Cab Card;
 - (2) Valid Driver's License and Registration;
 - (3) A copy of the previous year's tax filing; and
 - (4) Any other determination regarding status as defined by the State or Federal Department of Revenue.
- Proof of payment in the form of monthly trucking reports or certified payroll reports may be requested by the City.

EMPLOYEE TRUCK DRIVERS:

Truckers employed by the engaging contractor or subcontractor must be paid the prevailing wage rate according to the applicable job classification in the bid specifications, or if unavailable, pursuant to the Minnesota Department of Labor and Industry Prevailing Wage Rates, and must be included on employee payrolls.

IMPORTANT:

**Failure to provide the requested documentation will disallow the "ITO status"
And the individual(s) will be included on the engaging contractor's payroll
as employees, receiving pay as identified by the Prevailing Wage Rates
applicable to the project.**



**CITY OF SAINT PAUL
DEPARTMENT OF HUMAN RIGHTS & EQUAL ECONOMIC OPPORTUNITY
LABOR COMPLIANCE UNIT**

**APPLICATION OF PREVAILING WAGE RATE
PROVISIONS TO TRUCKERS HAULING MATERIALS**

Pursuant to Section 82.07 of the City of Saint Paul Administrative Code, the City of Saint Paul requires all contractors to comply with the standards set forth in Minnesota Rules 5200.1106 to determine activities considered to be work under a contract for which payment of truck rental rates is required. The standards are as follows:

A. Work performed by employees of a contractor or subcontractor that operates an asphalt or concrete plant, that was moved into a gravel pit, borrow pit, or other location not on the project, primarily to serve public works projects is considered work under the contract including the contractor's employees loading the equipment hoppers with materials obtained from the pit regardless of whether the pit meets the definition of commercial establishment.

B. The following hauling activities are included in hours worked and considered work under the contract for purposes of payment of the truck rental rate:

1. The hauling of any or all stockpiled or excavated materials on the project work site to other locations on the same project even if the trucks leave the work site at some point;
2. The delivery of materials from any facility that does not meet the requirements of a commercial establishment to the project and the return haul to the starting location either empty or loaded;
3. The delivery of materials from another construction project site to the public works project and the return haul empty or loaded is considered work under the contract. Construction projects are not considered a commercial establishment;
4. The hauling required to remove any materials from the public works project to a location off the project site and the return haul if empty or if loaded from other than a commercial establishment;
5. The delivery of materials or products by trucks hired by a contractor, subcontractor, or agent thereof, from a commercial establishment; and
6. The delivery of sand, gravel, or rock, by or for a commercial establishment, which is deposited "substantially in place," either directly or through spreaders from the transporting vehicles is work under the contract. In addition, the return haul to the off-site facility empty or loaded is also considered work under the contract.

The following hauling activities are not included in hours worked and are not considered work under the contract for purposes of payment of the truck rental rate:

1. The delivery of processed or manufactured goods to a Public Works project by the employees of a commercial establishment including truck-owner operators, hired by and paid by the commercial establishment, unless it is the delivery of mineral aggregate that is incorporated into the work under the contract by depositing the material substantially in place; or
2. Multiple site hauling operations include secondary hauling activities in addition to the hauling of materials on and off the Public Works project in order to complete the truck's round trip haul. The hauling of materials or products between these secondary off-site facilities as part of a multiple site hauling operation is not considered work under the contract as long as the time hauling between the secondary sites is properly documented in the trucking records and the time spent hauling on and off the project is properly compensated

NOTE: Employee truckers must be paid the applicable prevailing wage rate. See *City of Saint Paul Trucking Guidelines* for further information.



CONTRACTOR PROFILE

Project Name: _____

Business Name: _____ Federal Tax ID #: _____

Address: _____

Phone #: _____ Fax #: _____

Our agreement/contract dated _____ is with _____ in the amount of \$ _____

For _____
(Identify specific contract work)

Will you sub out any of your contract work? _____ If yes, please identify subs: _____

Person authorized to certify (sign) payroll reports: _____

Person submitting electronic payroll reports: _____ Email: _____

Identify work classifications (as listed in project wage decision) you anticipate using, base rate of pay, and total wage payment:

<u>Work Classification</u> (Group #, if applicable. Add pages if necessary)	<u>Base Rate of Pay</u>	<u>Total Wage Payment</u> (base +fringes)
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

Check (A), (B) or (C) identifying how fringe benefits are paid to your workers:

- (A) _____ included with pay check in the amount of \$ _____;
- (B) _____ funded (with trustee or third party) fringe benefit plan in the hourly amounts indicated below:
- (C) _____ unfunded* (company-paid) fringe benefit plan in the hourly amounts indicated below
(identify for each employee working on the project, include: hourly fringe amounts, provider/company name if applicable, & how often contribution is made):

<u>*Holiday</u>	<u>*Vacation</u>	<u>*Sick Leave</u>	<u>Health</u>	<u>Dental</u>	<u>Life</u>	<u>Pension</u>	<u>Other</u> (identify)	<u>TOTAL HOURLY FRINGE RATE</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ =	\$ _____
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ =	\$ _____

Benefit funds are deposited into Account #(s) _____ and are maintained by (agency name & address):

_____ Phone #: _____

IF FUNDS ARE MAINTAINED BY A THIRD PARTY FRINGE BENEFIT PLAN, PLEASE ATTACH A CURRENT LETTER FROM THE FUND ADMINISTRATOR.

Owner/Principal Officer & Title (PLEASE PRINT) _____ Owner/Principal Officer Signature _____ Date _____

IS THIS A SOLE PROPRIETORSHIP OR PARTNERSHIP BUSINESS? Yes No

IDENTIFICATION OF PRIME CONTRACTOR AND SUBCONTRACTORS (INCLUDING MATERIAL SUPPLIERS)



Form required for Labor Standards, AA/EEO, HUD Section 3, and Vendor Outreach

Submit completed form to: Contract Compliance & Business Development

15 West Kellogg Blvd, Room 280

Saint Paul, MN 55102-1681

Phone: 651-266-8900, Fax: 651-266-8919

Email: contractcompliance@stpaul.gov

Project: _____ Bid #: _____ Est. Construction Cost: _____ VOP Goal: \$ _____ %

Please identify all sub-contractors (including material suppliers) you intend to utilize on this project. Identify all suppliers with an (S). Identify Minority Owned, Women Owned, Small, and Section 3 businesses with **MBE, WBE, SBE, or Sec 3** respectively. Please identify Certified Vendors. **Form must be updated and submitted when you add, delete, or make other changes to the list.**

	Name, Address, Contact Person, and Phone Number	CERT W/M/S/BE Vendor	Section 3 Certified Vendor	Nature of Work	Date Work to Begin	Date Work Completed	Contract Amount
PRIME:	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
SUBS: 1	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
5	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
6	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
7	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
8	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____

IDENTIFICATION OF PRIME CONTRACTOR AND SUBCONTRACTORS (INCLUDING MATERIAL SUPPLIERS)

	Name, Address, Contact Person, and Phone Number	CERT W/M/S/BE Vendor	Section 3 Certified Vendor	Nature of Work	Date Work to Begin	Date Work Completed	Contract Amount
9	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
10	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
11	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
12	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
13	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
14	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
15	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
16	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
17	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
18	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
19	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____

RETURN COMPLETED FORM TO: ContractCompliance@ci.stpaul.mn.us



CITY OF SAINT PAUL
CITY LABOR STANDARDS (LITTLE DAVIS-BACON)
COMPLIANCE CHECKLIST FOR CONTRACTORS

Project Name: _____

Business Name: _____

Are you a subcontractor? Yes No Prime Contractor Name: _____

◆
► **Instructions:** After receiving this Labor Standards Packet from the project manager, please complete the steps in Phase I immediately. Check boxes next to applicable items as they are completed.

PHASE I: PRIOR TO PROJECT START

- Submit Contractor Profile Form
- Submit Contractor Prime / Sub ID Sheet
- Submit Bona-Fide Self-Employed Subcontractor Status Demonstration (*check only if this applies to the project*)
- Submit ITO/MTO Status Demonstration (*check only if this applies to the project*)
- Submit the following apprenticeship documentation – for each apprentice:
 - Apprenticeship agreement
 - Level of apprenticeship
 - Current union wage scale
 - Rate breakdown: ❶ Hourly Rate ❷ Fringe Rate (hourly) ❸ Total Rate
 - On-site apprenticeship ratios – per the union agreement. *Must be provided by the union.*
- Make sure your company is signed up and assigned to a project in LCPtracker
- Prime Contractors: In LCPtracker, assign your subcontractors to the project and enter your employee information
- Subcontractors: Enter your employee information into LCPtracker

◆
► **Instructions:** Items in Phase II are due on a rolling basis, and require consistent monitoring on the part of the contractor. Please pay close attention to the deadlines. Check boxes next to applicable items as they are completed.

PHASE II: CONSTRUCTION

- Submit known apprenticeship documentation (see requirements above)
- Contact Compliance Officer if unsure about wage rate or job classification
- Submit payrolls 7 days after the pay period ends
- Submit payrolls for non-work weeks (once your company has begun work on the project)
- Submit month end trucking reports (*check only if this applies to the project*)

◆
► **Instructions:** Check boxes next to applicable items as they are completed. When you have completed work on a project, it is very important to signify completion in LCPtracker. This is the final step of compliance.

PHASE III: PROJECT END

- Follow-up with the Compliance Officer to ensure you are in compliance with City of Saint Paul Labor Standards
- Indicate your last payroll on the project as “Final” in LCPtracker
- Sign, date, and submit this completed checklist to the Compliance Officer

Signature: _____ Date: _____
(principal/owner)

For questions, contact:
Ethan Hansing • City Labor Standards • 15 W. Kellogg Blvd., St. Paul, MN 55102
• 651-266-8921 ContractCompliance@ci.stpaul.mn.us

Exhibit E

Vendor Outreach Program Requirements

[See attached.]

VENDOR OUTREACH PROGRAM

Human Rights & Equal Economic Opportunity

The goal of the Vendor Outreach Program (“VOP”) is to encourage contracting with local small business

VOP helps local small, small minority-owned and small woman-owned businesses take part on City contracts. The Saint Paul Administrative Code (chapter 84) governs VOP. Generally, there is a \$50,000 threshold for VOP applicability. A small business set-aside program does exist for contracts under \$50,000, in certain circumstances.

VOP strives to award as many purchases goods, services, and construction to eligible local businesses. The Central (CERT) Certification Program certifies eligible businesses. Generally, there is a goal to award at least 25% of opportunities to certified businesses. The 25% business inclusion is broken down as follows

- 5% to minority-owned business enterprises (MBE)
- 10% to woman-owned business enterprises (WBE)
- 10% to other small business enterprises (SBE).

However, VOP evaluates each project and contract on its own. Goals may vary for several reasons, such as actual available business opportunity.

The federal DBE program will govern certain City contracts. If that is the case, you are subject to DBE requirements and not VOP. If DBE applies, information pertaining to such requirements will be included.

Procedure

Under VOP, you must seek vendors that are currently certified. The searchable database of certified companies is at <https://cert.smwbe.com>. There is information on this page explaining how to get a Vendor List or access. CERT staff will attempt to respond to your request within 2 business days. You will report on VOP through our online Contract Compliance Monitoring Software, B2Gnow.

How a business can be certified

Generally, businesses can be certified if they are located in the eligible area and qualify as a small business. Once a business meets those two qualifications, they can also certify as being woman-owned or minority-owned.

Eligible businesses may be located in any of the following counties: Anoka, Benton, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Stearns, Washington Wright, Pierce (WI), St. Croix (WI).

Whether a business qualifies as small depends on their revenue and their applicable NAICS codes. Certain types of businesses (such as subsidiaries and franchisees) may not be eligible for certification. For specific information please e-mail cert@ci.stpaul.mn.us or call 651-266-8900 and ask for CERT staff.



CITY OF SAINT PAUL

Melvin Carter, Mayor

280 City Hall
15 Kellogg Boulevard West
Saint Paul, MN 55102-1659

Telephone: 651.266.8900
Facsimile: 651.266.8919
TDD: 651.266.8977

City of Saint Paul Vendor Outreach Program Good Faith Effort Standards

Excerpted From Chapter 84 of the Saint Paul Administrative Code

The steps listed below are not a checklist, but rather a set of guidelines meant to provide various ways to exhibit good faith efforts. This is not an exhaustive list. To truly display a good faith efforts showing within the spirit of the Saint Paul Administrative Code good faith efforts will be evaluated throughout the life of the contract. If a contract fails to meet the VOP goals at the end of the contract, appropriate documentation must be submitted to the Vendor Outreach Coordinator explaining why.

- (a) *Good faith efforts required.* On any contract with the City where a contracting party has failed to meet the established level of certified vendor participation, good faith efforts to meet such levels must be shown. Levels of certified vendor participation are evaluated throughout the duration of the contract.
- (b) *Factors to be considered.* When determining whether a good faith effort has been established the City will consider all relevant efforts, including but not limited to the following factors:
- (1) List each possible subcontract opportunity in the contract, indicating where possible the NAICS Code (or NIGP Code) of such work, seeking the assistance of the department in ascertaining such subcontract opportunities.
 - (2) Obtain access to the CERT Certified Vendor Online Directory or an exported list of the CERT certified businesses from CERT staff and search for current CERT certified SBEs, MBEs and WBEs.
 - (3) Attend all pre-bid and pre-construction conferences to obtain information about the Vendor Outreach Program, the levels of participation of CERT certified SBEs, MBEs, and WBEs, and the outreach requirements herein.
 - (4) Request assistance from local small business related organization; minority and women community organizations; minority and women contractor groups; or other organizations that provide assistance in the recruitment and placement of SBEs, MBEs, and WBEs.
 - (5) Solicit bids from CERT certified SBEs, MBEs and WBEs, which have been identified as being available and capable of performing the necessary work for the business opportunity within the contract within sufficient time for such business to provide a response, but at no time less than (10) business days prior to bid opening, by phone, fax, electronic mail, internet or other social media.
 - (6) Advertising available business opportunities in local papers, minority publications, and women publications.
 - (7) Solicit bids from a minimum of three (3) such certified businesses for each business opportunity available within the contract. Bidders who continuously list the same certified SBEs, MBEs and WBEs as having been contacted and listed as unavailable, when contact has previously been unsuccessful as a result of disconnected phone numbers or returned mail, will not be deemed to have made good faith efforts.
 - (8) Provided plans and specifications; information regarding the location of plans and specifications; or other necessary information regarding the opportunity to SBEs, MBEs and WBEs in a timely manner.

- (9) Where applicable, advise and make efforts to assist interested CERT certified SBEs, MBEs and WBEs to obtain bonds, lines of credit or insurance, or other potential capacity barriers required to perform the contract.
- (10) Submit documentation if responses from CERT certified SBEs, MBEs or WBEs were rejected, giving the complete basis for the rejection and evidence that the rejection was justified.
- (11) Encourage potential SBE, MBE and WBE candidates to become CERT certified.

(c) *Failure to meet good faith efforts.*

- (1) A contracting party who fails to meet established goals and provide sufficient good faith efforts shall be subject to a penalty, the amount of which shall be calculated as follows:

The difference between the established Vendor Outreach Program goal based off of the available business opportunity on the contract that failed to establish good faith efforts and the actual goal achieved/actual amount contracted with CERT certified businesses.

- (2) Additionally, a contracting party who fails to meet established goals and provide sufficient good faith efforts on a project will be deemed a non-responsible bidder and placed on a list of ineligible bidders for a period of one year. During the period of ineligibility, the contracting party may request a review of its subsequent efforts to work with SBEs, MBEs, and WBEs on projects with other entities within the Marketplace for the purpose of being removed from the list and reinstated as an eligible bidder.
- (3) A contracting party found to have failed to provide good faith efforts shall be notified in writing of the determination. The notice must contain the amount of penalty being imposed, the date upon which placement on the ineligible list occurs, and the method for appealing the determination.



CITY OF SAINT PAUL

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Facsimile: 651.266.8919
TDD: 651.266.8977

VENDOR OUTREACH PROGRAM-PRIME CONTRACTOR PROCESS OVERVIEW

Directions: Once you receive the Vendor Outreach Program Packet from your project manager, please complete the steps in Phase I immediately.

PHASE I: PRIOR TO PROJECT START

- ❖ Locate and identify certified vendors to include in your bid specifications by accessing the CERT certified vendor list on <https://cert.smwbe.com/> (see “Vendor Lists” in the left hand column to request an updated list)
- ❖ Submit VOP ID of Prime & Subs Sheet (this will be an Excel spreadsheet)
- ❖ Log into B2Gnow and click on the relevant project/contract
 - If you do not see your project/contract listed on your dashboard then the contract has not been inserted into the database. Please e-mail contractcompliance@ci.stpaul.mn.us and provide the contract amount, contract start date, contract end date, and a primary contact person. Please indicate: “Request for B2Gnow Project Setup” in the subject line.
- ❖ The prime must insert all vendors into B2Gnow
 - **NOTE:** Listing all vendors includes first tier, second tier, third tier, etc. subs and suppliers. The prime may delegate to first tier subs to report their second tier subs, and so on.
 - Please go to <https://stpaul.diversitycompliance.com> and login using your username and password. If you have forgotten your username and/or password, your e-mail address is your username and if you need to reset your password, there is link on the login page that reads “Forgot Password”. Place your username in the field provided and the system will send you a temporary password.
 - Once logged in, click on the contract you wish to add subs. At the top of the page you should see a tab entitled “Subs.” Click on this tab. Once on the page, you should see a button (closer to the top) that reads “Add Subcontractor.” Click this. Once on this page, start typing the company name in the “Vendor” search window. If the vendor is listed in our database a dropdown list should appear. If it is not, then you will need to click the red “Get Vendor.” If, after clicking the red “Get Vendor” you are unable to find the vendor, the vendor will need to be added to the database.
- ❖ Once all subcontractors are added to the database, they will need to be approved before the prime can insert a payment. As a result, **make sure subs are inserted prior to a Draw Request.** If all subs to date are not inserted prior to a Draw Request, **VOP will not approve the Draw Request until the most recent Sub ID sheet corresponds with the subs in B2Gnow.**

PHASE II: CONSTRUCTION:

- ❖ After subs are approved, the prime **must** insert all payments made to the subs by clicking on the “Compliance Audit List” tab at the top of the page.
- ❖ After a payment is entered for a sub, the sub will be notified by B2Gnow and will need to confirm the payment.
 - To “Confirm” a payment the sub will need to login to B2Gnow at <https://stpaul.diversitycompliance.com>. Once logged in, the sub should see the “Data dashboard” form there he/she can click on the appropriate contract and “Confirm” the payment amount made to him/her.
- ❖ **NOTE: If payments to subs are not inserted in B2Gnow and confirmed prior to a Draw Request, this will hold up approval of Draw Requests.**

Directions: When you have completed work on a project, it is very important to signify completion in B2Gnow. This is the final step of compliance.

PHASE III: PROJECT END:

- ❖ Verify that all subs and all payments to subs have been entered into B2Gnow.
- ❖ Verify that the most recent Subcontractor ID Sheet submitted to the Vendor Outreach Coordinator matches up with the entries in B2Gnow.
- ❖ Verify that all subs have confirmed all payments prior to the final draw request.
- ❖ Indicate in B2Gnow that the audit is final.
- ❖ **NOTE: A final Draw Request will not be approved unless everything is up to date and completed in B2Gnow.**

For questions, contact:
Human Rights and Equal Economic Opportunity Department
Vendor Outreach Program
15 Kellogg Blvd. W.
Saint Paul, MN 55102
ContractCompliance@ci.stpaul.mn.us / (651) 266-8900



CITY OF SAINT PAUL

Melvin Carter, Mayor

280 City Hall
15 Kellogg Boulevard West
Saint Paul, MN 55102-1659

Telephone: 651.266.8900
Facsimile: 651.266.8919
TDD: 651.266.8977

VENDOR OUTREACH PROGRAM CONTRACTOR COMPLIANCE CHECK-LIST

Directions: Once you receive this Vendor Outreach Program Packet from your project manager, please complete the steps in Phase I immediately.

PHASE I: PRIOR TO PROJECT START

- Locate and identify certified vendors to include in your bid specifications by accessing the CERT certified database at <https://cert.smwbe.com/>
- Submit VOP ID of Prime & Subs Sheet in Excel format (this will be an Excel spreadsheet)
- Verify that your contract is listed in B2Gnow
- The prime must insert all subs that are on the draw request (note: all subs includes second tier subs, third tier subs, etc) into B2Gnow

PHASE II: CONSTRUCTION:

- The prime **must** insert all payments made to the subs by clicking on the "Compliance Audit List" tab at the top of the page
 - **Prime MUST insert subs prior to a Draw Request.**
 - **Draw Request will not be approved until current sub ID sheet and/or pay application matches sub list in B2Gnow.**
- Prime must instruct subs to confirm payments prior to submitting a draw request
- Subs will need to approve each of their payments entered by the prime per audit period in B2Gnow
- NOTE: If payments to subs are not inserted in B2Gnow, this will hold up approval of Draw Requests**

Directions: When you have completed work on a project, it is very important to signify completion in B2Gnow. This is the final step of compliance.

PHASE III: PROJECT END:

- Verify that all subs and all payments to subs have been entered into B2Gnow.
- Verify that the most recent Subcontractor ID Sheet submitted to the Vendor Outreach Coordinator matches up with the entries in B2Gnow.
- Verify that all subs have confirmed all payments prior to the final draw request.
- Indicate in B2Gnow that the audit is final.
- NOTE: A final Draw Request will not be approved unless everything is up to date and completed in B2Gnow.**

For questions, contact:
Human Rights and Equal Economic Opportunity Department
Vendor Outreach Program City Hall 280
Saint Paul, MN 55102
ContractCompliance@ci.stpaul.mn.us / (651) 266-8900



CITY OF SAINT PAUL

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TDD: 651.266.8977

VENDOR OUTREACH PROGRAM-SUBCONTRACTOR CHECKLIST

PHASE I: PRIOR TO PROJECT START

- Provide prime contractor with a list of all of your subcontractors and suppliers.

PHASE II: CONSTRUCTION:

- Confirm all payments entered by the prime. The database will send you an e-mail instructing you to log in and confirm payments per monthly audit.
- Report your subs and suppliers in B2Gnow, as well as their payments. (See the “Contractor Compliance Checklist” on the previous page for instructions on how to do this).
- NOTE: Draw Requests will be held up until subs confirm payments and report accordingly.

PHASE III: PROJECT END:

- Make sure you have confirmed all payments made to you by the prime once your work is complete.
- Ensure all of your subs and suppliers have been reported, as well as their payments.
- NOTE: Failure to confirm payments will result in payments being withheld until B2Gnow reflects a payment confirmation.

For questions, contact:

Human Rights and Equal Economic Opportunity Department
Vendor Outreach Program City Hall 280
Saint Paul, MN 55102

ContractCompliance@ci.stpaul.mn.us / (651) 266-8900

Exhibit F

Two Bid Policy

[See attached.]

Effective Date: January 21, 2009

**Policy Regarding
Requirement of Two (2) bids**

I. Purpose

The Housing and Redevelopment Authority of the City of Saint Paul, Minnesota ("HRA") has the power to engage in development and redevelopment activities under Minnesota Law, Chapter 469. To accomplish its objectives under Chapter 469, the HRA (i) awards financial assistance and contracts to profit and not-for-profit applicants, and (ii) contracts with community development corporations and other similar entities ("Conduit Organizations") to operate programs on behalf of the HRA.

The purpose of this policy is to require two (2) written bids for construction work by all recipients of HRA or Conduit Organizations Contracts and this requirement will also apply to single family residences. This policy is effective on the Effective Date for all new and pending requests for HRA or Conduit Organizations financial assistance and HRA Contracts not approved by the HRA Board of Commissioners. This Policy applies to the contracts for the entire project even though only a portion of the improvements are being funded with public assistance.

This policy does not apply to (i) those portions of a HRA or Conduit Organizations Contract that are self-performed by the recipient of the HRA or Conduit Organizations Contract or (ii) contracts involving 'soft costs' i.e. professional services.

II. Definitions

Contract(s) means any HRA or Conduit Organizations agreement or City STAR (i.e. sales tax) agreement involving financial assistance with a value of \$20,000 or more in any of the following forms: grant; contribution of personal or real property; with respect to a loan given by the HRA or Conduit Organizations, the present value of the difference in the interest rate given by the HRA or Conduit Organizations and that rate commercially available to the recipient; reduction or deferral of any tax, assessment or fee; guaranty of any loan, lease or other obligation; tax increment financing; tax credits; or other HRA or Conduit Organizations financial participation. Conduit bonds and bond host approval are excluded from this definition and this policy.

III. Minimum of 2 Bid requirement-All contracts.

1. For all Contracts, whether for single family residence or non-single family residence, in any of the forms described in Section II above, each applicant and recipient of public financial assistance must request and obtain at least two (2) written bids for the construction work to be performed under the Contract by the general contractor/construction manager and subcontractors and award the contract or contracts to the lowest responsible bidder.

IV. **Waiver/Exemption**

1. The requirements of this Policy may be waived in whole or in part by the HRA Executive Director or his/her designee after consideration of the advantages and disadvantages of a waiver, and upon a showing by the applicant of a compelling public purpose.
2. Subcontracts with entities that are the sole providers of a product or service are exempt from the competitive bid requirements of this Policy.

Effective Date: March 5, 2009

Supplement to Policy Regarding Requirement of Two {2} bids

The HRA's Policy Regarding Requirement of Two (2) bids ("Policy") requires, in part, that each applicant of public financial assistance request and obtain at least two {2} bids for the general contractor/construction manager contract and to award the contract to the lowest responsible bidder. As an alternative to fulfilling this requirement, *if* an applicant elects to negotiate a contract with a general contractor/construction manager in lieu of obtaining 2 written bids and awarding the contract to the lowest responsible bidder, then the applicant must contact at least 3 potential general contractors/construction managers and consider the following standards in making its decision to award the contract to particular general contractor/construction manager:

1. Experience in constructing the type of improvements being funded in whole or in part by the HRA.
2. Experience in the construction and management of publicly financed projects and familiarity with reporting requirements and accounting for public funds.
3. Having the licenses required by state, county and city authorities.
4. Proven track record of bringing similar projects to completion within budget, on-time and in an industry acceptable manner during the past five years.
5. Having the appropriate material, equipment, facility and personnel resources and expertise available, or the ability to obtain such resources and expertise, necessary to indicate the capability to meet all contractual responsibilities.
6. Previous and current compliance with federal laws, state statutes, and city ordinances and regulations applicable to the work of a contract.
7. Having sufficient financial resources to perform the contract.
8. Not being a debarred vendor under the City of St. Paul's debarment ordinance; or other state or federal debarment list.
9. History of complying with the HRA's requirements for affirmation action, apprenticeship training program, labor standards, vendor outreach program, project labor agreements, and other HRA requirements.
10. History of change orders on projects, including their frequency, size and percentage of total development cost.
11. Amount of proposed overhead profit and charges.
12. Amount of proposed general conditions charges.
13. Amount of proposed contingency.

Each applicant must submit to the HRA: (a) information and documents on the above described standards for each potential general contractor/construction manager, and (b) resulting rationale for selecting a particular general contractor/construction manager, before the HRA makes a decision on awarding any public assistance or executes a contract awarding public assistance.

The other provisions of the Policy remain in full force and effect including without limitation the requirement of receiving 2 bids from subcontractors.

April 14,
2009

Two (2) Bid Policy

Example 1.

Developer has hired architect and has full construction drawings. Developer solicits bids for construction contract. Developer must solicit 2 or more bids from general contractor and award contract to lowest responsible bidder. No need to solicit bids from those subcontractors whose bids are included in general contractor's bid.

In the case of a subcontractor whose bid is not included in the general contractor's bid but instead contracts directly with the developer, then two (2) or more bids are required from those subcontractors and contracts must be awarded to lowest responsible bidders.

Example 2.

Developer has no construction drawings and wants to retain general contractor/construction manager. Developer can elect to proceed under Supplement to Two (2) Bid Policy and contact at least 3 potential general contractors/construction managers. Developer must consider the 13 factors listed in Supplement and submit to HRA requested information and documents.

Full construction drawings are then prepared. Two (2) or more bids are required from the subcontractors and contracts must be awarded to lowest responsible bidders.

Example 3.

Recipient of public financial assistance is homeowner of single family residence who acts as his own general contractor. Homeowner must solicit 2 or more bids from each subcontractor and award contracts to lowest responsible bidder.

Exhibit G

Policy on the Use of Project Labor Agreements (Council File #09-584)

[See attached.]

**RESOLUTION
CITY OF SAINT PAUL, MINNESOTA**

Presented by

[Handwritten signatures and initials over the resolution title and presentation line]

1 **WHEREAS**, in undertaking building and construction, parks and public works projects, the City of Saint
2 Paul has a compelling proprietary and economic interest in ensuring that construction proceeds in a timely,
3 cost-effective manner, with the highest degree of quality and with minimal delays and disruption, and with
4 the highest degree of safety for workers and the public; and
5

6 **WHEREAS**, a project labor agreement (“PLA”) is a form of multi-employer, multi-craft pre-hire
7 collective bargaining agreement covering terms and conditions of employment for construction employees
8 on a particular construction project; and
9

10 **WHEREAS**, throughout the country, public and private construction owners regularly utilize and require
11 PLAs for billions of dollars worth of construction each year; and
12

13 **WHEREAS**, the City and other public agencies and private owners in the City of Saint Paul have
14 successfully completed projects on time and on budget under PLAs for numerous projects; and
15

16 **WHEREAS**, the Rondo Library PLA entered into by the City of Saint Paul and the Saint Paul Building
17 and Construction Trades Council in December 2004 is one example of a PLA entered into by the City; and
18

19 **WHEREAS**, the PLAs entered into by the Saint Paul Public Schools, Regions Hospital, HealthEast/St.
20 Joseph’s Hospital, Concordia University and Upper Landing and the Saint Paul Building and Construction
21 Trades Council are other examples of PLAs entered into by contractors and labor organizations; and
22

23 **WHEREAS**, the City of Saint Paul wishes to formalize a process in which it reviews building and
24 construction, parks and public works contracts for the need to include PLAs that establish uniform terms
25 and conditions of employment for the contractors and craft construction employees working on a project,
26 because such have been shown to provide an effective mechanism for overall construction project staffing
27 and planning because they allow project owners to:
28

- 29 (i) Predict their labor costs and requirements up-front, and, therefore, more accurately estimate
30 actual total project costs; and
- 31 (ii) Promote cost-effective, timely, and safe construction project delivery, by providing access
32 to a reliable supply of properly trained and skilled construction craft personnel for all
33 aspects of the project; and
- 34 (iii) Assure greater productivity and quality from construction craft personnel, thereby yielding
35 cost-effective projects, while also reducing maintenance and repair costs over the life of the
36 project; and
- 37 (iv) Integrate work schedules and standardize work rules for the project, to provide a well-
38 coordinated, efficiently functioning construction worksite that will minimize delays, foster
39 labor harmony, promote quality, and maintain project safety; and
- 40 (v) Assure that construction will proceed without interruptions from staffing shortages, high
41 employee turnover, safety incidents, and labor disputes, by providing reliable project

42 staffing, contractual guarantees against work stoppages, and mutually binding procedures
43 for resolving disputes; and

44
45 **WHEREAS**, reference to the City of Saint Paul in this resolution also includes the Housing and
46 Redevelopment Authority of the City of Saint Paul, Minnesota.

47
48 **NOW, THEREFORE, BE IT RESOLVED**, that consistent with the City's role as a market participant in
49 purchasing construction services, the City of Saint Paul may require contractors and subcontractors to
50 abide by a PLA as a condition of working on a particular building construction, parks or public works
51 project under the following terms and conditions.

52
53 1. The City shall consider the use of a PLA on all building construction, parks or public works
54 projects involving a City contract with \$250,000.00 or more in city money. This requirement does not
55 apply if the City is a party to a joint powers agreement with another public entity for the project. Any
56 department or agency of the City that plans to undertake such a project shall timely submit the matter to the
57 City Council for a decision on whether to use a PLA for the particular project. Any decision on the use of a
58 PLA must be made before City approval of the project. Interested parties shall be given notice of the matter
59 and allowed ten days to respond. The City may use a PLA when it determines, in the exercise of its
60 discretion, that doing so will further its interests in promoting timely, cost-effective, and quality
61 construction with minimal delays and disruptions.

62
63 2. Upon request by the Administration, a Councilperson or an interested party, the City
64 Council will hold a public hearing at which interested parties may participate. The hearing will be held on
65 two weeks' notice in the customary manner that notices of City Council meetings are published. At this
66 hearing evidence may be presented as to the City's need for and interest in a PLA with respect to the
67 particular project.

68
69 3. The City, when considering whether to use a PLA on a particular project, shall undertake an
70 evaluation to determine whether doing so would advance its interests as project owner. Relevant criteria
71 for considering whether to use a PLA on a particular project include, but are not limited to, the following:

- 72
73 a. Size of the job;
74 b. Cost of the job;
75 c. Duration of the job;
76 d. Impact of any delays;
77 e. Amount of construction projects in the area competing for skilled workers;
78 f. The number of local collective bargaining agreements ("CBAs") that will expire
79 during the term of the project;
80 g. Number of crafts and CBAs in the geographic area;
81 h. Whether a majority of successful bidders on prior projects were union employers;
82 i. Record of good quality and efficient construction under previous PLAs; and
83 j. Impact on achieving vendor outreach program and workforce goals.

84
85 4. The City may retain a project manager, consultant or assign staff to prepare a report
86 analyzing whether it would serve the City's interests to use a PLA. If the City decides, based on its
87 evaluation, to use a PLA on a particular project it shall set forth the basis for its decision in writing. The

88 City's findings should analyze the particular benefits that a PLA could reasonably be expected to provide
89 to the City as project owner.

90

91 5. When the City has determined to use a PLA on a particular project, the City shall require its
92 general contractor to negotiate and enter into a PLA for the particular project.

93

94 6. When the City has determined to require a PLA on a particular project, the City shall
95 require execution of a PLA by the general contractor in the bid specifications and in all relevant bid
96 documents. The bid specifications shall make clear that bidding is open to union and nonunion
97 contractors, provided that a contractor that is a successful bidder agrees to become a party to and comply
98 with the PLA while working on the project.

99

100 7. Any such PLA used by the City shall meet the following criteria.

101

102 a. The PLA shall be made binding on all contractors and subcontractors working on the
103 site, and shall establish certain uniform job conditions;

104 b. The PLA shall set forth binding procedures for resolving any jurisdictional and labor
105 disputes arising during the construction process including disputes pertaining to
106 alleged violations of the PLA and in particular alleged violations of the prohibition
107 against strikes, lock-outs, handbilling, leafletting, or other similar disruptive job
108 actions;

109 c. The PLA shall contain guarantees against strikes, lock-outs, handbilling, leafletting,
110 and any other similar job actions that would disrupt construction;

111 d. The PLA shall provide that there shall be no discrimination against any employee or
112 applicant for employment because of his or her membership or non-membership in a
113 union or based on race, creed, color, sex, age, religion, or national origin of such
114 employee or applicant. For all employees not presently members of a union at the
115 outset of the Project, becoming and remaining a member of the union shall not be a
116 requirement for employment under the PLA. However, any employee who does not
117 become a member of the Union shall be required to pay the appropriate
118 representation fee, not to exceed dues or fees paid by union members. The PLA shall
119 provide for hiring from the applicable union hiring halls to ensure a steady supply of
120 highly skilled and trained craft workers. The PLA shall provide that there shall be no
121 discrimination in referrals or employment against any employee or applicant for
122 employment because of his or her membership or non-membership in a union or
123 based on race, creed, color, sex, age, religion or national origin of such employee or
124 applicant; and

125 e. The PLA shall not require any contractor to be or become a party to a collective
126 bargaining agreement on any other construction project in order to qualify to work
127 under a PLA implemented for a particular project.

128 f. The PLA shall require parties to make a demonstrable effort to achieving the
129 following objectives:

130 (i) Workforce diversity reflective of the region in partnership with capacity
131 strengthening employment programs such as Minnesota Build, Apprenticeship Opportunities Program, or
132 any other local, state, or national efforts that are recognized for achieving workforce diversity;

133 (ii) Maximum use of local businesses;

09-584

- 134 (iii) Maximum use of small businesses; and
- 135 (iv) Maximum use of minority, women, and low income persons and businesses
- 136 in a manner consistent with applicable federal, state, and local laws,
- 137 regulations, policies and grant requirements.
- 138

139 g. The Department of Human Rights and Equal Economic Opportunity shall collect
 140 and analyze data on the effectiveness of PLAs on achieving the goals and objectives
 141 stated in this Resolution and report its findings and recommendations to the Mayor
 142 within six months following the passage of this Resolution and annually thereafter.
 143

144 BE IT FURTHER RESOLVED, that City staff of the Department of Human Rights and Equal Economic
 145 Opportunity notify potentially interested parties, including but not limited to, Asian American Chamber of
 146 Commerce, Asian American Contractors Association, Associated Builders and Contractors, Associated
 147 General Contractors of Minnesota, Association of Women Contractors, Hispanic Chamber of Commerce
 148 of Minnesota, Minnesota American Indian Chamber of Commerce, National Association of Minority
 149 Contractors Upper Midwest (Saint Paul and Minneapolis), National Black Chamber of Commerce, Saint
 150 Paul Building and Construction Trades Council, Saint Paul Area Labor Federation, USPan Asian American
 151 Chamber of Commerce, of this resolution and request that they indicate whether or not they wish to be
 152 notified of projects with \$250,000 or more in City/HRA money.

	Yeas	Nays	Absent
Bostrom	✓		
Carter	✓		
Harris	✓		
Helgen	✓		
Lantry	✓		
Stark	✓		
Thune			✓
	6	0	1

Requested by Department of:
 Mayor's Office
 By: Sara Shewry
 Approved by the Office of Financial Services
 By: _____
 Approved by City Attorney
 By: [Signature]
 Approved by Mayor for Submission to Council
 By: Sara Shewry

Adopted by Council: Date 4/3/09
 Adoption Certified by Council Secretary
 By: [Signature]
 Approved by Mayor: Date 6/9/09
 By: [Signature]

09-584

Green Sheet NO: 3070817

Department/Office/Council: MO - Mayor's Office	Date Initiated: 27-MAY-09
--	-------------------------------------

Contact Person & Phone: Kris Fredson 266-8534
Must Be on Council Agenda by (Date):
Doc. Type: RESOLUTION
E-Document Required: Y Document Contact: Contact Phone:

➔

**Assign
Number
For
Routing
Order**

	Department	Sent To Person	Initial/Date
0	Mayor's Office		
1	Mayor's Office	Department Director	
2	City Attorney		Bjm
3	Mayor's Office	Mayor/Assistant	
4	Council		
5	City Clerk	City Clerk	

Total # of Signature Pages ____ (Clip All Locations for Signature)

Action Requested:
 Council Resolution establishing a Project Labor Agreement policy requiring the City, upon request by the Administration, a Councilperson or an interested party, to consider the use of a PLA on all building and construction, parks or public works projects involving a contract over \$250,000 or more in City money.

Recommendations: Approve (A) or Reject (R):

_____ Planning Commission

_____ CIB Committee

_____ Civil Service Commission

Personal Service Contracts Must Answer the Following Questions:

1. Has this person/firm ever worked under a contract for this department?
Yes No
2. Has this person/firm ever been a city employee?
Yes No
3. Does this person/firm possess a skill not normally possessed by any current city employee?
Yes No

Explain all yes answers on separate sheet and attach to green sheet.

Initiating Problem, Issues, Opportunity (Who, What, When, Where, Why):

Advantages If Approved:

Disadvantages If Approved:

Disadvantages If Not Approved:

Total Amount of Transaction: Funding Source: Financial Information: (Explain)	Cost/Revenue Budgeted: Activity Number:
---	--

Exhibit H

Sustainable Building Policy

[See attached.]



Legislation Text

File #: Ord 17-60, **Version:** 2

Establishing sustainable building regulations for buildings owned, operated, or funded by the City.

THE COUNCIL OF THE CITY OF SAINT PAUL DOES HEREBY ORDAIN

Section 1

For the purpose of creating new regulations pertaining to sustainable building, Saint Paul Administrative Code Chapter 81 is hereby created as follows:

Chapter 81. Sustainable Building.

Sec. 81.01. Declaration of Policy.

The purpose of this chapter is to provide for public health and welfare by increasing the environmental and financial sustainability of future development projects within the City of Saint Paul.

Sec. 81.02. Definitions.

For the purposes of this chapter, the following words and phrases shall have the following meanings:

(a) *City Funding* means funds provided for New Construction or Major Renovations provided by agreement from the City of Saint Paul or the Saint Paul Housing and Redevelopment Authority (HRA), including:

- (1) *Community Development Block Grants (CDBG)*
- (2) *Tax Increment Financing (TIF)*
- (3) *HOME Investment Partnership Program (HOME)*
- (4) *Multi-Family Housing Revenue Bonds*
- (5) *Low-Income Housing Tax Credits (LIHTC)*
- (6) *Any other Federal, State, or Metropolitan Council (Met Council) funding source*
- (7) *Any other City of Saint Paul funding source*
- (8) *Any other HRA funding source*

(9) *Notwithstanding the above, City Funding does not include the following:*

- a. *Department of Employment and Economic Development (DEED) Cleanup and Investigation Grants*
- b. *Met Council Tax Base Revitalization Account (TBRA) Contamination Cleanup Grants*
- c. *Met Council TBRA Site Investigation Grants*
- d. *Conduit Bonds issued for the benefit of qualified 501(c)(3) entities*

(b) *Developer* means the entity, whether public or private, that undertakes New Construction or Major Renovation, and to whom the provisions of this chapter apply.

- (c) Director means the Director of the Department of Planning and Economic Development or their designee.
- (d) Major Renovation means renovation work performed on a building or portion thereof consisting of at least 10,000 square feet, and requiring installation of new mechanical, ventilation, or cooling systems, or the replacement of such systems.
- (e) New Construction means the planning, design, construction and commissioning of a new building, or an addition to an existing building if such addition requires installation of new mechanical, ventilation, or cooling systems.
- (f) Saint Paul Overlay means specific measurable standards that New Construction and Major Renovations must meet, and which are to be promulgated by the Director. The Saint Paul Overlay must include requirements for the following:
- (1) Predicted and actual energy use
 - (2) Predicted greenhouse gas emissions
 - (3) Predicted and actual use of potable water
 - (4) Predicted use of water for landscaping
 - (5) Utilization of renewable energy
 - (6) Electric vehicle charging capability
 - (7) Diversion of construction waste from landfills and incinerators
 - (8) Indoor environmental quality
 - (9) Stormwater management
 - (10) Resilient Design
 - (11) Ongoing monitoring of actual energy and water use

(g) Sustainable Building Standard means any of the following:

- (1) For commercial projects:
 - i. LEED for New Construction and Major Renovation; Certified Silver, Gold or Platinum
 - ii. State of Minnesota B3 Guidelines; Certified Compliant
 - iii. Saint Paul Port Authority Green Design Review (if applicable)
- (2) For residential projects:
 - i. LEED for New Construction and Major Renovation; Certified Silver, Gold or Platinum
 - ii. State of Minnesota B3 Guidelines; Certified Compliant
 - iii. GreenStar; Certified Silver, Gold or Platinum
 - iv. Green Communities; Certified
- (3) For parking structures:
 - v. Parksmart; Certified Silver or Gold

In the event that any of the above standards is determined by the Director to be obsolete, equivalent substitute standards may be utilized at the discretion of the Director until such time as this chapter may be updated to include new standards.

Sec. 81.03. Applicability.

This chapter applies to:

- (a) New Construction or the Major Renovation of facilities owned or operated by the City of Saint Paul or

the HRA.

- (b) New Construction or the Major Renovation of any facilities of which the City or HRA are, or will become, the sole tenant.
- (c) New Construction or Major Renovation of any facilities within the City of Saint Paul receiving more than \$200,000 of City Funding.

Sec. 81.04. Requirements.

- (a) New Construction or Major Renovations to which this chapter applies pursuant to Section 81.03 are required to be certified under an eligible Sustainable Building Standard at the listed rating level, and must meet the standards set forth in the Saint Paul Overlay.
- (b) For any projects to which this chapter applies under Sec. 81.03(c), compliance with this chapter must be a condition of receipt of City Funding.

Sec. 81.05 Waiver.

The requirements of this chapter may be waived, in whole or in part, by the Saint Paul City Council, or, in the event that the expenditure of City Funds is approved by the HRA, the HRA Board of Commissioners.

Section 2

This ordinance shall take effect and be in force on July 1, 2018, and apply to all projects for which schematic design is initiated on or after July 1, 2018.

Exhibit I

Form of Vertical Developer Notice Letter

_____, 20__

VIA [CERTIFIED U.S. MAIL]

City of Saint Paul (PED)
City Hall Annex
25 West 4th Street, Suite 1300
Saint Paul, MN 55102
Attn: Director of Planning and
Economic Development

Housing and Redevelopment Authority
of the City of Saint Paul, Minnesota (HRA)
1300 City Hall Annex
25 West Fourth Street
Saint Paul, MN 55102
Attn: Executive Director

City of Saint Paul (OFS)
700 City Hall and Courthouse
15 Kellogg Boulevard West
Saint Paul, MN 55102
Attn: Finance Director

Office of the City Attorney (CAO)
400 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102
Attn: HRA Attorney

Office of the City Attorney (CAO)
400 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102
Attn: City Attorney

RE: Notice of Submission of Application for Site Plan Approval

Dear Sir or Madam,

Pursuant to Section 9.3(b)(iii) of the Redevelopment Agreement dated December ____, 2019 by and among Project Paul, LLC, a Delaware limited liability company, the City of Saint Paul, Minnesota, a Minnesota statutory city (the "City") and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the "Authority"), this letter hereby notifies the City and the Authority of its submission of an application for site plan approval on [at least 120 days prior to anticipated issuances of a building permit].

Please contact _____ at (____) ____ - _____ or _____@_____ if you have any questions. Thank you.

Sincerely,

Exhibit J

Form of Element Release

Certificate of Secondary Developer Completion and Release
(Ford Site)

Date: _____, 20____.

WHEREAS, the CITY OF SAINT PAUL, MINNESOTA, a municipal corporation and home rule charter city (the "City") and the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the "Authority") entered into that certain Redevelopment Agreement dated December __, 2019, with PROJECT PAUL, LLC, a Delaware limited liability company ("Developer"), recorded in the office of the Registrar of Titles in and for the Ramsey County, Minnesota, as Document No. _____ (the "Redevelopment Agreement"), regarding that certain parcel of land located in Saint Paul, Minnesota, consisting of approximately 122 acres which formerly contained a Ford car and truck assembly plant, and which is commonly known as the Ford Redevelopment Site (the "Redevelopment Area"), as more particularly described in the Redevelopment Agreement; and

WHEREAS, _____, _____ ("Secondary Developer"), pursuant to that certain Assignment and Assumption of Secondary Developer Obligations dated _____ and recorded in the office of the Registrar of Titles in and for the Ramsey County, Minnesota, as Document No. _____ (the "Assignment"), accepted the assignment of, assumed, and agreed to perform all Secondary Developer Obligations (as defined in the Assignment) relating to (i) that certain real property legally described in the attached **Exhibit A** (the "Development Property") and (ii) the development of the Development Property with certain Vertical Development (as defined in the Assignment); and

WHEREAS, a certificate of occupancy has been issued by the City for such Vertical Development;

NOW, THEREFORE, this is to certify (i) Secondary Developer has to the date hereof performed or caused to be performed said Secondary Developer Obligations in connection with the construction of such Vertical Development to the extent and in a manner deemed sufficient by the City and the Authority to permit the execution and recording of this instrument; (ii) that all Secondary Developer Obligations in the Assignment and the Redevelopment Agreement with regard to the Development Property are hereby terminated and released (except those Secondary Developer Obligations that run with the Development Property pursuant to an instrument recorded against the Development Property other than the Assignment or the Redevelopment Agreement (e.g., any affordable housing declaration of record); and (iii) the Ramsey County Registrar of Titles is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfaction and termination of such Secondary Developer Obligations relating to the Development Property and the release of the Development Property from the Assignment and the Redevelopment Agreement.

Notwithstanding anything to the contrary contained herein, this instrument shall not release or be deemed to release Developer, its successors and assigns, from the covenants, agreements, and obligations of Developer under the Redevelopment Agreement, which shall survive and continue in accordance with the terms and conditions of the Redevelopment Agreement.

IN WITNESS WHEREOF, the City and the Authority have caused this Certificate of Secondary Developer Completion and Release to be executed by its duly authorized representatives as of the date first written above.

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Director, Office of Financial Services

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___
by _____ and _____, the Director, Office of Financial Services of the
City of Saint Paul, Minnesota, on behalf of the City.

Notary Public

HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Executive Director

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by
_____, the Executive Director of the Housing and
Redevelopment Authority of the City of Saint Paul, Minnesota, on behalf of the Housing and
Redevelopment Authority of the City of Saint Paul, Minnesota.

Notary Public

This instrument drafted by:

Exhibit A

Legal Description of Development Property

[To be inserted at time of execution]

Exhibit P

Form of Element Release

Certificate of Secondary Developer Completion and Release
(Ford Site)

Date: _____, 20____.

WHEREAS, the CITY OF SAINT PAUL, MINNESOTA, a municipal corporation and home rule charter city (the "City") and the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the "Authority") entered into that certain Redevelopment Agreement dated December __, 2019, with PROJECT PAUL, LLC, a Delaware limited liability company ("Developer"), recorded in the office of the Registrar of Titles in and for the Ramsey County, Minnesota, as Document No. _____ (the "Redevelopment Agreement"), regarding that certain parcel of land located in Saint Paul, Minnesota, consisting of approximately 122 acres which formerly contained a Ford car and truck assembly plant, and which is commonly known as the Ford Redevelopment Site (the "Redevelopment Area"), as more particularly described in the Redevelopment Agreement; and

WHEREAS, _____, _____ ("Secondary Developer"), pursuant to that certain Assignment and Assumption of Secondary Developer Obligations dated _____ and recorded in the office of the Registrar of Titles in and for the Ramsey County, Minnesota, as Document No. _____ (the "Assignment"), accepted the assignment of, assumed, and agreed to perform all Secondary Developer Obligations (as defined in the Assignment) relating to (i) that certain real property legally described in the attached **Exhibit A** (the "Development Property") and (ii) the development of the Development Property with certain Vertical Development (as defined in the Assignment); and

WHEREAS, a certificate of occupancy has been issued by the City for such Vertical Development;

NOW, THEREFORE, this is to certify (i) Secondary Developer has to the date hereof performed or caused to be performed said Secondary Developer Obligations in connection with the construction of such Vertical Development to the extent and in a manner deemed sufficient by the City and the Authority to permit the execution and recording of this instrument; (ii) that all Secondary Developer Obligations in the Assignment and the Redevelopment Agreement with regard to the Development Property are hereby terminated and released (except those Secondary Developer Obligations that run with the Development Property pursuant to an instrument recorded against the Development Property other than the Assignment or the Redevelopment Agreement (e.g., any affordable housing declaration of record); and (iii) the Ramsey County Registrar of Titles is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfaction and termination of such Secondary Developer Obligations relating to the Development Property and the release of the Development Property from the Assignment and the Redevelopment Agreement.

Notwithstanding anything to the contrary contained herein, this instrument shall not release or be deemed to release Developer, its successors and assigns, from the covenants, agreements, and obligations of Developer under the Redevelopment Agreement, which shall survive and continue in accordance with the terms and conditions of the Redevelopment Agreement.

IN WITNESS WHEREOF, the City and the Authority have caused this Certificate of Secondary Developer Completion and Release to be executed by its duly authorized representatives as of the date first written above.

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Director, Office of Financial Services

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__ by _____ and _____, the Director, Office of Financial Services of the City of Saint Paul, Minnesota, on behalf of the City.

Notary Public

HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Executive Director

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, the Executive Director of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, on behalf of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota.

Notary Public

This instrument drafted by:

Exhibit A

Legal Description of Development Property

[To be inserted at time of execution]

Exhibit Q

Form of Weidner Joinder

Joinder to Redevelopment Agreement (Ford Site)

This Joinder to Redevelopment Agreement (this “Agreement”) is dated as of December ____, 2019 (the “Effective Date”), by MN FORD SITE APARTMENT LAND LLC, a Delaware limited liability company (“Weidner”).

Recitals:

A. As of the Effective Date, Weidner is the Owner of that certain real property situated in the city of Saint Paul (the “City”), county of Ramsey, state of Minnesota, and legally described in the attached **Exhibit A** (the “Development Property”), which Development Property is a part of that certain larger parcel of land consisting of approximately 122 acres which formerly contained a Ford car and truck assembly plant and is commonly known as the Ford Redevelopment Site (the “Redevelopment Area”).

B. The Redevelopment Area and the Development Property are subject to the “Ford Site Zoning and Public Realm Master Plan” adopted by the City pursuant to City Council Resolution No. RES PH 17-261 and City Ordinance No. ORD 17-40, as amended by City Council Resolution No. RES PH 19-73 and City Ordinance No. ORD 19-19, and further amended by City Council Resolution No. RES PH 19-256 and City Ordinance No. ORD 19-54 (collectively, the “Master Plan”).

C. On an even date herewith, Project Paul, LLC, a Delaware limited liability company (“Developer”), the City, and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority”) are entering into that certain Redevelopment Agreement (the “Redevelopment Agreement”) regarding the redevelopment of the Redevelopment Area.

D. Pursuant to and in accordance with the Redevelopment Agreement, Developer has or will construct and install certain horizontal infrastructure improvements within the Redevelopment Area (as further defined in the Redevelopment Agreement, the “Public Infrastructure”) and the City and the Authority will provide certain financial assistance in connection with such Public Infrastructure.

E. Developer’s construction and installation of the Public Infrastructure is intended to result in creating development-ready Lots, including the Development Property, for the development and construction of privately owned and maintained vertical improvements (as further defined in the Redevelopment Agreement, “Vertical Development”).

F. Pursuant to Section 2.3 of the Redevelopment Agreement, the Owner (as defined in **Exhibit B**) of any Lot who undertakes or intends to undertake the development and construction of any element of Vertical Development is referred to as a “Secondary Developer” and each Secondary Developer is required to assume certain obligations under the Redevelopment Agreement in connection with the development and construction of Vertical Development on its Lot.

G. In accordance with Section 2.3(d) of the Redevelopment Agreement, Weidner is executing this Joinder in order to (i) confirm the Development Property remains subject to the Redevelopment

Agreement for purposes of Developer's completion of the Public Infrastructure, and (ii) accept and assume and agree to perform all Secondary Developer Obligations relating solely to the Vertical Development of the Development Property, as such Secondary Developer Obligations are more particularly described in this Agreement, arising from and after the Effective Date, all upon the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants hereafter contained the parties hereby agree as follows:

1. Recitals; Defined Terms. The Recitals are incorporated into this Agreement by this reference, including the definitions set forth therein. Terms capitalized in this Agreement, but not otherwise defined, have the meanings given to them in Exhibit B of this Agreement. Terms capitalized in this Agreement, but not otherwise defined herein or in Exhibit B, have the meaning given to them in the Redevelopment Agreement.

2. Secondary Developer Obligations Defined. For purposes of this Agreement, the Secondary Developer Obligations include all of the following, only to the extent each relates to Weidner's ownership of the Development Property and development of the Development Property with Vertical Development:

(a) Utility Easements. As a condition to the Element City Approval for each Element on the Development Property, Weidner shall grant to the City at no cost an easement burdening the applicable portion of the Development Property as reasonably deemed necessary by the City for the occupancy, access, operation, maintenance, repair and replacement of any co-located or adjacent site utilities in substantially the form of that certain Central Stormwater Easement dated December __, 2019 and recorded in the Recording Office as Document No. _____, but limited to the requirements of the applicable Site Utilities. No such easement may materially interfere with the reasonable use and enjoyment of the burdened Lot by Weidner, its successors or assigns, or each of their respective employees, managers, contractors, subcontractors of any tier, tenants (and subtenants of any tier), licensees or invitees (collectively, the "Weidner Parties").

(b) Environmental Review; Compliance with Environmental Requirements. Weidner acknowledges that the redevelopment of the Redevelopment Area was subject to environmental review as required by Minnesota Rules, Chapter 4410 ("EQB Rules"). Developer requested, and the City prepared, an alternative urban area wide review ("AUAR") in lieu of an environmental impact statement (EIS) as authorized by the EQB Rules. Developer must comply with the AUAR and all other Legal Requirements. Weidner will be responsible for obtaining, and maintaining compliance under, any and all necessary permits, licenses, approvals or reviews required by the AUAR and Legal Requirements with respect to Vertical Development on the Development Property.

(c) Minimum Assessment Agreement. Weidner acknowledges that the Development Property is subject to and burdened by that certain Minimum Assessment Agreement dated December __, 2019 and recorded in the Recording Office as Document No. _____ (the "Minimum Assessment Agreement"). Weidner shall comply with the terms and conditions of the Minimum Assessment Agreement as they relate to the Development Property for so long as the Minimum Assessment Agreement remains in effect with respect to the Development Property. Throughout the term of the Minimum Assessment Agreement, Weidner shall take no action or permit any Weidner Parties or others under Weidner's control to take any action to cause the Development Property or any portion thereof to be no longer generally subject to real property taxation. Before the termination of the Minimum Assessment Agreement, Weidner shall not:

(i) Seek administrative review or judicial review of the applicability of any tax statute relating to the taxation of the Development Property determined by any tax official to be applicable or raise the inapplicability of any such tax statute as a defense in any proceedings, including delinquent tax proceedings;

(ii) Seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of the Development Property determined by any tax official, or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

(iii) Seek any tax deferral or abatement, either presently or prospectively authorized under any state or federal law, of the taxation of the Development Property.

(d) Replacement Minimum Assessment Agreement. In accordance with the Minimum Assessment Agreement, the City and Authority may select certain Lots to be removed from the Redevelopment TIF District and incorporated into new housing TIF districts established in accordance with the TIF Act, and the Owners (including Weidner, if applicable) of such Lots shall execute a replacement minimum assessment agreement substantially in the form attached as Exhibit D to the Minimum Assessment Agreement.

(e) Employment, Contracting, and Wage Requirements. With respect to the construction of any Vertical Development on the Development Property, Weidner agrees as follows:

(i) Affirmative Action/Equal Opportunity Program. Weidner agrees to be bound by and comply with, and to cause its contractors and subcontractors of any tier to comply with, the requirements of Section 183.04 of the Saint Paul Legislative Code, and Section 86.06 of the Saint Paul Administrative Code, and the Rules Governing Affirmative Requirements in Employment adopted by the Saint Paul Human Rights Commission. Weidner, its contractors, and affected subcontractors shall meet the requirements of this subsection by compliance with the statement of affirmative action/equal opportunity requirements attached as Exhibit C.

(ii) Labor Standards/Wages. Weidner agrees to be bound by and to comply with, and to cause its contractors and subcontractors of any tier to comply with, the requirements of Section 82.07 of the Saint Paul Administrative Code. Weidner, its contractors and subcontractors of any tier shall meet the requirements of this subsection by compliance with the requirements set forth in Exhibit D Labor Standards. For every Element or portion of an Element financed in whole or in part by state funds, the following provisions further apply (it being understood that the Market Rate Rental Element to be constructed within the Development Property shall not be subject to the following as long as no state funds are used in connection therewith):

(A) Prevailing Wage. Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established, interpreted, and applied by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

(B) Payrolls/Records. Contractors and subcontractors of any tier shall furnish to Weidner copies of any or all payrolls not more than 14 days after the end of each pay period. The payrolls must contain all of the data required by Minnesota Statutes Section 177.30. Subcontractors of any tier must furnish payrolls to the prime contractor. The City and Authority may examine all records relating to wages paid laborers or mechanics on work to which Minnesota Statutes Sections 177.41 to 177.44 apply.

(C) Posting of Wage Rates/Required Posters. Each contractor and subcontractor of any tier performing work on a public project shall post the applicable prevailing wage rates and hourly basic rates of pay for the county or area within which the project is being performed, including the effective date of any changes thereof, in at least one conspicuous place for the information of the employees working on the project. The information so posted shall include a breakdown of contributions for health and welfare benefits, vacation benefits, pension benefits, and any other economic benefits required to be paid.

(D) Contact. For more information regarding prevailing wage and its application, contact: the Minnesota Department of Labor and Industry, Prevailing Wage Unit, 443 Lafayette Road North, Saint Paul, MN 55155. Phone: (651) 284-5091, email: dli.prevwage@state.mn.us, Web: www.dli.mn.gov.

(iii) Vendor Outreach Program. Weidner agrees to be bound by and to comply with, and to cause its contractors and subcontractors of any tier to comply with, the City's Vendor Outreach Program as required by Chapter 84 of the Saint Paul Administrative Code. Under Chapter 84, as the developer of the Redevelopment Area, Developer is permitted to be the prime contractor for the Project, or any part thereof. In entering into contracts and subcontracts for any Vertical Development on the Development Property for professional services and construction services Weidner and its contractors and subcontractors of any tier shall meet the requirements set forth in **Exhibit E**.

(iv) LCPtracker/B2Gnow. This Agreement is subject to contract compliance tracking, and Weidner, contractors and subcontractors of any tier are required to provide any noted and/or requested contract compliance-related data electronically using the LCPtracker/B2Gnow systems. Weidner, contractors, and subcontractors of any tier are responsible for responding by any noted response date or due date to any instructions or request for information and for checking the LCPtracker/B2Gnow systems on a regular basis to manage contact information and contract records. Weidner is responsible for ensuring all contractors and subcontractors of any tier have completed all requested items and that their contact information is accurate and up-to-date. The City and Authority may require additional information to be provided electronically through the LCPtracker/B2Gnow systems at any time before, during, or after execution of this Agreement. Information related to contractor/subcontractor access of the LCPtracker/B2Gnow systems will be provided to a designated point of contact with Weidner and each identified contractor and subcontractor of any tier upon execution of this Agreement. The LCPtracker/B2Gnow systems are web-based and can be accessed at the City's Internet address.

(v) Two Bid Policy. Weidner agrees to be bound by and to comply with, and to cause its contractors and subcontractors of any tier to comply with, the requirements of the Authority's two bid policy as set forth in **Exhibit F** (the "Two Bid Policy"). Developer

may be the general or prime contractor for the entire Project, or any part thereof; but the Two Bid Policy applies to all other construction contracts and subcontracts. In the event that Weidner, or an affiliate of a Secondary Developer is a general contractor, then Weidner (or its applicable affiliate) will be bound by and to comply with the Two Bid Policy with respect to its subcontractors and will cause its subcontractors of any tier to comply with the Two Bid Policy.

(vi) Preconstruction Compliance Conference/Ongoing Meetings.

(A) Initial Conference. Weidner and its contractors and subcontractors of any tier shall schedule and attend (with at least 15-days prior notice) a preconstruction compliance conference at a time and place that reasonably works for all attendees, to be conducted by the Authority and City staff. These conferences are held for the benefit and information of all participating contractors and subcontractors and attendance is required. Each area of compliance is reviewed by the appropriate Authority or City staff member and forms are distributed for documentation and reporting. Authority and City staff will explain the documentation at this time and will provide on-going technical assistance in an effort to keep the report requirements up to date. Any subcontractors identified after the initial preconstruction conference shall arrange to attend a subsequent preconstruction conference unless such attendance is waived by the Authority and City.

(B) Ongoing Meetings. Subsequent to the initial preconstruction compliance conference, Authority and City staff will schedule regular meetings with Weidner and its contractors and subcontractors of any tier to review the compliance reports, discuss any obstacles to reaching required goals and contract requirements, and propose courses of action to follow to assure full compliance. The meetings will begin on a monthly basis and then at such intervals as deemed necessary by Authority and City staff.

(vii) Project Labor Agreement. Consistent with the City of Saint Paul policy on the use of project labor agreements (Council File #09-584), as set forth in Exhibit G, Weidner agrees that it will, and that it will cause each of its contractors and subcontractors of any tier to, enter into and comply with the terms of a Project Labor Agreement, or multiple Project Labor Agreements, for work to be performed in connection with any Vertical Development on the Development Property.

(viii) Saint Paul Living Wage Ordinance. If applicable, Weidner agrees to be bound by and to comply with, and to cause its contractors and subcontractors of any tier to comply with, the requirements of the Saint Paul Living Wage and Responsible Public Spending Ordinance codified as Chapter 98 of Saint Paul Administrative Code (“Living Wage Ordinance”) and make payment of a living wage to eligible persons covered by the Living Wage Ordinance. The parties have determined that as of the date of this Agreement there is no public assistance to the Vertical Development of the Development Property; therefore, the Living Wage Ordinance does not currently apply to development of the Development Property. However, when and if there is a publicly financed or credited business subsidy for an Element of Vertical Development, then that specific Element will be subject to an independent legal determination as to application of the Living Wage Ordinance.

(ix) Contract Documents. Weidner shall incorporate in all construction, services, and materials contracts for the Vertical Development on the Development Property to which it is a party the requirements of this section and to cause its contractors and subcontractors of any tier to incorporate the requirements of this section in all subcontracts.

(x) Sustainable Building Policy. Weidner agrees to be bound by and to comply with, and to cause its contractors and subcontractors of any tier to comply with, the requirements of the Sustainable Building Policy as set forth in Exhibit H and the requirements of Chapter 81 of the Saint Paul Administrative Code.

(f) Compliance with Environmental Requirements; Environmental Remediation.

(i) Weidner shall comply with all applicable environmental Legal Requirements and will obtain, and maintain compliance under, any and all necessary environmental permits, licenses, approvals or reviews.

(ii) The City and Authority make no representations or warranties regarding, nor does it indemnify Weidner with respect to, the existence or nonexistence on or in the vicinity of the Development Property or anywhere within the Redevelopment TIF District of any Hazardous Materials, toxic or hazardous substances or wastes, pollutants or contaminants (including asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 961-9657, as amended).

(iii) Neither the City nor the Authority shall have any responsibility or obligation to undertake or pay for any environmental cleanup or remediation on the Development Property.

(g) Construction Bonds. Weidner is not obligated to procure or maintain performance bonds, payment bonds, or other security with respect to the Site Improvements under the Redevelopment Agreement, but Weidner may be required to provide certain performance security in accordance with City ordinances in connection with the City's land use and zoning approvals for Vertical Development on the Development Property.

(h) Liens. If any mechanic's lien is filed against public property arising out of any work or materials performed or provided by or on behalf of Weidner, Weidner shall, within 30 days after notice of such filing, cause such lien to be released of record or shall deliver to the City and Authority a bond or other security for such lien reasonably satisfactory to the City and Authority.

(i) Master Association. Weidner acknowledges and agrees that the Development Property will be subject to the Master Association and will thereby be subject to payment of certain periodic association dues for the costs of operating and maintaining each component of Public Open Space. Weidner will execute such agreement, consents, and joinders as necessary to establish the Master Association and bind the Development Property to the Master Association. The Master Association will be formed and operated as required by Section 2.2(a)(iii) of the Redevelopment Agreement and as otherwise determined by Developer in its discretion, including the requirement that the Master Association organizational documents establish a tiered fee structure in which the association fees are allocated to the properties consisting of Lots 1 and 2, Block 2; Lot 1, Block 7;

Lot 1, Block 10; Lot 1, Block 11; Lot 1, Block 15; Lot 1, Block 16; Lot 1, Block 21; Lot 1, Block 22; Lot 1, Block 27; Lot 1, Block 28 (all as set forth the original Plat) at a ratio of 2:1 relative to the association fees allocated to the other Lots in the Redevelopment Area.

(j) GI District Connection Fees. Weidner acknowledges and agrees that the Development Property is or will be subject to the City's green infrastructure Ordinance (ORD 19-29 (May 22, 2019)) ("GI Ordinance") and the City Council's Resolution required to establish a green infrastructure district ("GI District") for the Redevelopment Area. Weidner shall provide any consents and waivers deemed reasonably necessary by the City to implement the GI Ordinance and the Resolution establishing the GI District for the Redevelopment Area. Weidner acknowledges and agrees that each Element of Vertical Development will be assessed a connection charge pursuant to the GI Ordinance and Resolution establishing the GI District, payable at the time of issuance of the building permit for each such Element of Vertical Development.

(k) Affordable Housing Requirements; Housing Declaration. Weidner acknowledges that the Development Property is subject to and burdened by those certain Declarations of Covenants and Restrictions each dated December __, 2019 and recorded in the Recording Office as Document Nos. _____, _____, _____, _____ (the "Housing Declaration"). Weidner shall comply with the terms and conditions of each Housing Declaration as they relate to the applicable portion of the Development Property for so long as such Housing Declaration remains in effect with respect to the applicable portion of the Development Property. Weidner acknowledges and agrees that it shall amend any Housing Declaration as required in order to give effect to modifications to the Affordable Housing Schedule pursuant to Section 9.1 (c) and (d) of the Redevelopment Agreement.

(l) Notice of Application for Element Approval. To enable the City and the Authority sufficient time to establish a Housing TIF District, if Weidner is seeking TIF Assistance for an Affordable Rental Element, it shall provide the City and the Authority written notice 180-days before submission of any application for the Element City Approval for such Affordable Rental Element. Further, except as otherwise provided in the first sentence of this section with respect to Affordable Rental Elements, Weidner shall provide the City and the Authority written notice at the time of submission of an application for site plan approval which notice must be given at least 120 days prior to the issuance of a building permit and which notice may be in substantially in the form of the notice letter attached as Exhibit I.

(m) Limited Remedies on Default; Waiver of Consequential Damages. Whenever any Event of Default (as defined in Section 12.4(b) of the Redevelopment Agreement) of the City or the Authority occurs with respect to a portion of the Development Property and remains uncured after the expiration of all applicable Cure Rights (as defined in the Redevelopment Agreement), Weidner's sole legal and equitable remedy is an action to compel performance by the City or Authority, as applicable. Weidner has and shall have no right to assert any claim for monetary or other compensatory damages against the City or Authority and will not be entitled to recover damages of any kind, including lost profits and direct, indirect, incidental, consequential, or punitive damages.

(n) Reimbursement of Attorneys' Fees. If Weidner shall default under any of the provisions of this Agreement, and the City or Authority shall employ attorneys or incur other reasonable expenses for the enforcement of performance or observance of any obligation or agreement of Weidner contained in this Agreement, the City and Authority in such action or enforcement shall be entitled to payment of its reasonable attorneys' fees and costs incurred therein.

(o) Insurance. Pursuant to the Redevelopment Agreement, Developer shall be required to maintain commercial general liability insurance, builder's risk insurance, and property insurance in commercially reasonable forms and amounts with respect to the Development Property and the completion of Project Infrastructure thereon until completion thereof. Upon the City's acceptance of all components of Public Infrastructure within any Lot within the Development Property, Weidner shall maintain commercial general liability insurance, builder's risk insurance, and property insurance in commercially reasonable forms and amounts with respect to such Lot and any Vertical Development on such Lot.

(p) Demolition SAC Benefit. Weidner shall pay the applicable Demolition SAC Benefit to Developer at the time of obtaining each building permit obtained for each Element of Vertical Development on the Development Property.

3. No Assumption of Developer Rights or Obligations. For purposes of clarity, and notwithstanding anything to the contrary in this Agreement, Weidner is not assuming any rights or obligations under the Redevelopment Agreement except the Secondary Developer Obligations relating to the Development Property.

4. Indemnification. Subject to the terms and conditions of any agreements between Weidner and Developer (or affiliates thereof) pursuant to which Developer (or affiliates thereof) may be engaged in the performance of services in connection with the Vertical Development of the Development Property, Weidner agrees to indemnify, defend and hold Developer harmless from and against any claims asserted against Developer with respect to the Secondary Developer Obligations concerning the Vertical Development of the Development Property and shall reimburse Developer for any costs and expenses incurred in connection with such claims, including reasonable attorneys' fees related to such claims, to the extent such claims arise out of the failure of Weidner to comply with or to perform any Secondary Developer Obligations first accruing on or after the Effective Date.

5. Representation as to Development. Weidner represents to Developer, the City and Authority that its purchase of the Development Property, and its other undertakings under this Agreement, are for the purpose of developing Vertical Development on the Development Property, and not for the purpose of speculation in land holding.

6. City Approvals. Before commencing construction of any Element, Weidner will be responsible for obtaining the required City Element Approval and all other permits, licenses, and approvals in accordance with applicable Legal Requirements that are necessary for the applicable Element to be lawfully constructed.

7. Release of Completed Elements. Pursuant to Section 2.3(c) of the Redevelopment Agreement, upon issuance of a certificate of occupancy by the City for an element of Vertical Development on the Development Property, Weidner may request, and the City shall promptly deliver to Weidner, a release of this Agreement and the assumed Secondary Developer Obligations hereunder executed by the City and the Authority in substantially the form attached to this Agreement as **Exhibit J** and otherwise in a form required by the Recording Office for recording against the Development Property (each an "Element Release"). When the City and Authority issue an Element Release with respect to all or part of the Development Property, Weidner may record such Element Release in the Recording Office, and upon such recording such Element Release shall be deemed to conclusively and permanently release the Development Property (or portion thereof) from this Agreement and the assumed Secondary Developer Obligations hereunder.

8. Subsequent Transfers to Successor Secondary Developers. Weidner may, without notifying the City or the Authority, and without first obtaining the City's or the Authority's consent, transfer (or enter into a contract to transfer) the Development Property to a successor Secondary Developer in order for such successor Secondary Developer to undertake the development and construction of any Element and not for the purpose of speculation in land holding. As of the closing of any further transfer of the Development Property (or portion thereof) by Weidner to a successor Secondary Developer, and any subsequent transfer of the Development Property (or portion thereof) from such successor Secondary Developer to another successor Secondary Developer, occurring prior to the issuance of an Element Release with respect to the Development Property, Weidner or the current Secondary Developer, as applicable, and its transferee Secondary Developer shall execute an assignment and assumption of Secondary Developer Obligations with respect to the Development Property in substantially the form of this Agreement.

9. Notice. Any notice, approval, consent, payment, demand, communication, authorization, delegation, recommendation, agreement, offer, report, statement, certification or disclosure required or permitted to be given or made under this Agreement, whether or not expressly so stated, shall not be effective unless and until given or made in writing and shall be deemed to have been duly given or made as of the following date: (a) if delivered personally by courier or otherwise, then as of the date delivered or if delivery is refused, then as of the date presented; or (b) if sent or mailed by certified U.S. mail, return receipt requested, or by Federal Express, Express Mail or other mail or courier service, then as of the date received. All such communications shall be addressed as follows (which address(es) for a party may be changed by that party from time to time by notice to the other parties). No such communications to a party shall be effective unless and until deemed received at all address(es) for such party.

If to Weidner: MN Ford Site Apartment Land LLC
9757 NE Juanita Drive, Suite 300
Kirkland, WA 98034
Attn: Kevin Colard

With a copy to: Stoel Rives LLP
600 University St., Suite 3600
Seattle, WA 98101
Attn: John S. Santa Lucia

If to the City: City of Saint Paul (PED)
City Hall Annex
25 West 4th Street, Suite 1300
Saint Paul, MN 55102
Attn: Director of Planning and
Economic Development

With a copy to: City of Saint Paul (OFS)
700 City Hall and Courthouse
15 Kellogg Boulevard West
Saint Paul, MN 55102
Attn: Finance Director

With a copy to: Office of the City Attorney (CAO)
400 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102

Attn: City Attorney

If to the Authority: Housing and Redevelopment Authority
of the City of Saint Paul, Minnesota (HRA)
1300 City Hall Annex
25 West Fourth Street
Saint Paul, MN 55102
Attn: Executive Director

With a copy to: Office of the City Attorney (CAO)
400 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102
Attn: HRA Attorney

10. Miscellaneous.

(a) Recording. Any document or amendment thereto required to be recorded in the Recording Office pursuant to the terms of this Agreement shall be recorded at no cost to the City or the Authority.

(b) Authority. Each party to this Agreement represents and warrants to the other parties to this Agreement that it is duly authorized to enter into this Agreement and perform its respective obligations hereunder and that the person signing this Agreement on its respective behalf is duly authorized to sign on behalf of such party.

(c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of each party hereto and their respective successors and permitted assigns.

(d) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy, and all of which together will constitute one instrument.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, Weidner has caused this Agreement to be executed and delivered as of the date first set forth above.

MN FORD SITE APARTMENT LAND LLC,
a Delaware limited liability company

By: Weidner Investment Services, Inc., a
Washington corporation, its Manager

By: _____
Name: W. Dean Weidner
Its: President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by W. Dean Weidner, the President of Weidner Investment Services, Inc., a Washington corporation, the Manager of MN Ford Site Apartment Land LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public

Acknowledgment by City and Authority

The CITY OF SAINT PAUL, MINNESOTA, a municipal corporation and home rule charter city (the “City”), the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority”) hereby acknowledge and agree that Weidner is a Secondary Developer and Owner for purposes of the Redevelopment Agreement, and will not be deemed “Developer” for any purpose under the Redevelopment Agreement and is not responsible for any of Developer’s obligations under the Redevelopment Agreement.

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Mayor

By: _____
Its Director, Office of Financial Services

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____ and _____, the Mayor of the City of Saint Paul, Minnesota, on behalf of the City.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019 by _____ and _____, the Director, Office of Financial Services of the City of Saint Paul, Minnesota, on behalf of the City.

Notary Public

APPROVED AS TO FORM

Assistant City Attorney

HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Chair or Commissioner

By: _____
Its Executive Director

By: _____
Its Director, Office of Financial Services of the City

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

) SS.

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by
_____, the _____ of the Housing and Redevelopment
Authority of the City of Saint Paul, Minnesota, on behalf of the Housing and Redevelopment Authority of
the City of Saint Paul, Minnesota.

Notary Public

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

) SS.

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by
_____, the Executive Director of the Housing and
Redevelopment Authority of the City of Saint Paul, Minnesota, on behalf of the Housing and
Redevelopment Authority of the City of Saint Paul, Minnesota.

Notary Public

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

) SS.

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by
_____ and _____, the Director, Office of Financial Services of the City of
Saint Paul, Minnesota, on behalf of the Housing and Redevelopment Authority of the City of Saint Paul,
Minnesota.

Notary Public

[Acknowledgment by City and Authority to Joinder to Redevelopment Agreement]

Exhibit A

Legal Description of the Development Property

Lot 1, Block 11, FORD;

Lot 1, Block 12, FORD;

Lot 1, Block 16, FORD;

Lot 1, Block 17, FORD;

Lot 1, Block 18, FORD;

Lot 1, Block 22, FORD;

Lot 1, Block 23, FORD;

Lot 1, Block 24, FORD;

Lot 1, Block 28, FORD; and

Lot 1, Block 29, FORD;

each according to the recorded plat thereof, Ramsey County, Minnesota

Exhibit B

Definitions

“**Demolition SAC Benefit**” means the amount to be paid to Developer in connection with building permits obtained for each element of Vertical Development on the Redevelopment Area, by Weidner or any other Secondary Developer for the value of the Demolition SAC Credits available with respect to such Element of Vertical Development.

“**Demolition SAC Credits**” means the approximately 4,157 Metropolitan Council Environmental Services (MCES) Sewer Availability Charge (SAC) credits resulting from the demolition of the car and truck assembly plant previously located on the Redevelopment Area.

“**Element**” or “**Element of Vertical Development**” means an individual development element of the anticipated Vertical Development on any part of the Development Property.

“**Element City Approval**” means, for any Element, the City resolution issued, if applicable, and the final development plan, site plan, building permits, or other permits approved by the City pursuant to Legal Requirements.

“**Environmental Law**” means any federal, state or local law, rule, regulation, ordinance, or other legal requirement relating to (i) a release or threatened release of any Hazardous Material, (b) pollution or protection of public health or the environment or (ii) the manufacture, handling, transport, use, treatment, storage, or disposal of any Hazardous Material.

“**Hazardous Materials**” means petroleum, asbestos-containing materials, and any substance, waste, pollutant, contaminant or material that is defined as hazardous or toxic in any Environmental Law.

“**Infrastructure Plans**” means those certain engineered drawings, plans, and specifications for the Public Infrastructure to be prepared by Developer and Developer’s consultants in accordance with Legal Requirements, this Agreement and the Site Improvement Performance Agreement, and as approved by the City and the Authority.

“**Lot**” means a Lot of the Redevelopment Area, according to the FORD subdivision plat, attached as Exhibit B to the Redevelopment Agreement, recorded in Ramsey County, Minnesota, or any further subdivision of said Lots which creates a separate tax parcel with a separate legal description.

“**Legal Requirements**” means all laws, statutes, regulations, rules, codes, acts, charters, ordinances, resolutions, orders, permits, judgments, decrees, injunctions, directions, policies and requirements of all governmental authorities, foreseen and unforeseen, ordinary or extraordinary, then applicable to or required in connection with the Project or any part of the Project, including, without limitation, the TIF Plan, Master Plan, any approved master site plan for the Property, any approved site plan for any portion of the Property, Ordinance Permit per Chapter 6 of the St. Paul Administrative Code, the Americans With Disabilities Act (ADA), the AUAR and any Environmental Law.

“**Master Association**” means a non-profit master association established by Developer and organized under Minnesota law who may seek to utilize the petition rights granted under Minnesota Statutes Chapter 428A to fund relevant portions of its operations and maintenance costs with respect to the Public Open Spaces.

“Public Open Spaces” means (i) that certain parcel of land within the Redevelopment Area platted as Outlot D on the Plat and to be allocated for public use, including the improvements, enhancements, and infrastructure within the public use area as coordinated with the Infrastructure Plans; (ii) that certain parcel of land within the Redevelopment Area platted as Outlot B on the Plat to be allocated as a public use area, including the improvements and infrastructure thereon constructed in coordination with the Infrastructure Plans; and (iii) that certain parcel of land within the Redevelopment Area platted as Outlot C on the Plat to be allocated as a public use area, including the improvements and infrastructure thereon, constructed in coordination with the Infrastructure Plans

“Recording Office” means the Office of the County Recorder for Ramsey County, Minnesota and/or Office of the Ramsey County Registrar of Titles, as applicable to the Lot being addressed.

“Redevelopment TIF District” means the tax increment financing district established by the Authority in accordance with the TIF Act, on March 23, 2016, as amended from time to time, including without limitation as described in Section 9.3 of the Redevelopment Agreement, and referred to as “Ford Site Redevelopment Tax Increment Financing District (#322)” pursuant to the Tax Increment Financing Plan for the Redevelopment TIF District, adopted by the City Council on March 16, 2016, and adopted by the Authority on March 23, 2016, as amended from time to time.

“Site Improvements” means, collectively, the Public Infrastructure and the Public Open Spaces.

“Site Improvement Performance Agreement” means the separate site improvement performance agreement to be entered into between Developer and the City on an even date with the Redevelopment Agreement containing the City’s engineering requirements for the Site Improvements and the process for the City’s review and approval of the Infrastructure Plans.

“Site Utilities” means improvements and infrastructure that facilitate the distribution and collection of public utility services, including water facilities, fire hydrants, sanitary sewer facilities and stormwater facilities (including catchment, conveyance, treatment and storage facilities such as tanks and ponds), each to the extent identified, depicted, and specified in the Plat, as applicable, and the Infrastructure Plans.

Exhibit C

Statement of Affirmative Action/Equal Opportunity Requirements

[See attached.]



CITY OF SAINT PAUL
Melvin Carter, Mayor

*280 City Hall
15 Kellogg Boulevard West
Saint Paul, MN 55102-1659*

*Telephone: (651) 266-8900
Facsimile: (651) 266-8919
TDD: (651) 266-8977*

AFFIRMATIVE ACTION / EQUAL EMPLOYMENT OPPORTUNITY (AA/EEO) Contract Specifications

Definition of Terms:

City Funds – Money originating from the City of Saint Paul or other federal and state funds. Some examples include: Capital Investment Bonds (CIB), U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG), Federal Low Income Housing Tax Credits (LIHTC), Housing Redevelopment Authority (HRA), Home Investment Partnership Program (HOME), Metropolitan Council funding programs, multi-family Housing Revenue Bonds, Sales Tax Revitalization (STAR), Tax Increment Financing (TIF), and any combination of loans, grants, and land write-down or other funding vehicles.

Contract – A formal agreement between the City of Saint Paul and a contractor. For AA/EEO compliance monitoring, the word “contract” is used to refer to all agreements. A contract is defined as a development agreement, master contract, a professional service agreement, a purchase order, a service agreement, and any other contract where the City provides funding.

Contractor – Any person entering into a contract or agreement with the City of Saint Paul.

Person – Includes natural persons, firms, corporations, partnerships, joint ventures, companies, organizations, for profit and nonprofit, agencies, clubs, groups, or any other association of natural persons, legal entities, or both.

1. Contractors who have been awarded or enter into a contract with the City that meets or exceeds \$50,000 within the preceding twelve-month period are required to submit the company's Affirmative Action Plan (AAP) to the City for certification.
 - a. There is a fee of \$75 to cover the cost of certifying the affirmative action plan.
 - b. An Affirmative Action Program Registration (AAPR) document is provided by the City for the contractor to use in lieu of submitting an Affirmative Action Plan.
2. Submission of the AAP or AAPR indicates that the contractor:
 - a. has a policy of equal employment opportunity
 - b. is committed to affirmative action
 - c. fully supports incorporation of non-discrimination and affirmative action rules and regulations into contracts and agreements
 - d. intends to implement those policies.

3. The contractor shall take specific actions to ensure equal employment opportunity. The contractor shall document these efforts fully and shall implement affirmative action steps as indicated in the AAP.
 - a. Designate a responsible official to monitor employment activities.
 - b. Maintain an environment free of harassment, intimidation, coercion, and discriminatory acts.
 - c. Establish and maintain face to face relationship with recruitment sources for people of color and individuals with disabilities.
 - d. Annually review the affirmative action plan activities.
4. If the contractor fails to comply with the affirmative action requirements, its implementing rules, or these specifications, the Director may proceed with sanctions which may include: suspension, termination, cancellation of existing contracts until corrective steps are taken, and declarations of non-eligibility to bid.
5. The contractor shall not enter into any contract or agreement with any person or firm debarred from government contracts under Section 183 of the Saint Paul Legislative Code, Chapter 139 of the Minneapolis Ordinances, Federal Executive Order 11246, or whose state certificate of compliance has been suspended or revoked pursuant to Minnesota Statutes, Section 363.073.

Contact:

HREEO – AA/EEO Contract Compliance Officer
affirmativeaction@ci.stpaul.mn.us
Phone: 651-266-8900

The City of Saint Paul Human Rights Ordinance
[Section 183.04 of the Saint Paul Legislative Code](#) and Rules

Workforce Participation Goals for Construction Contracts

The following supplemental AA/EEO specifications shall apply to contracts for construction which receive City funding. All contractors need to include these specifications in all lower tier contracts for construction work. Developer and prime contractor shall communicate this information to all subcontractors.

City workforce participation goals for City funded construction projects of \$50,000 or more are expressed as a percentage of the total hours performed by female and minority construction workers.

32% Minority total project hours
20% Female total project hours

After the contract has been awarded, but before construction begins, all contractors that have been selected to work on the project will be required to meet in a pre-construction conference. This conference will be held to discuss the utilization goals for minority and women, how the goals will be met, and any problems that may affect the project's ability to achieve the goals.

Each contractor that utilizes subcontractors must submit the **Prime and Subcontractor Identification Form** identifying lower tier contractors and material suppliers.

All lower tier or sub-contractors must complete and submit the mandatory **Project Employment Utilization (PEU)** form indicating estimated total number of project work hours, and estimated women and minority workforce hours. Contractors must indicate on the bottom of the PEU form if they will meet the goals with their internal workforce or by hiring additional employees. If they are unable to meet the goals, they must provide the reason at the bottom of the PEU form. The prime contractor must collect the PEU forms from subcontractors and submit them to the City's AA/EEO Compliance Officer at: affirmativeaction@ci.stpaul.mn.us

Workforce participation goals on construction projects is monitored via certified payroll in **LCPtracker**. LCPtracker is a paperless, online system of entering certified payroll reports. In LCP Tracker, contractors are required to select the job classification, gender, and race of each individual worker. In instances where LCPtracker is not used, contractors shall report the project workforce participation goals manually on city provided spreadsheet.

Failure to make Good Faith Efforts

If a contractor fails to make and demonstrate a good faith effort to meet the goals for participation of women and minorities, the Director may take appropriate measures to sanction the contractor. This may include: suspension, termination, cancellation of existing contracts until corrective steps are taken, and declarations of non-eligibility to bid.

Exhibit D

Labor Standards/Wages

[See attached.]



**CITY OF SAINT PAUL
CITY LABOR STANDARDS (LITTLE DAVIS-
BACON) REQUIREMENTS. GENERAL AND
SUBCONTRACTORS AGREE TO ABIDE BY ALL
REQUIREMENTS CONTAINED HEREIN.**

- All City of Saint Paul projects in the amount of \$25,000 dollars or more require that all workers on the job site whose duties are physical or manual be paid weekly prevailing rates (including fringe benefits).
- Workers shall be compensated at not less than one and one-half times the *basic rate of pay* plus one times the identified fringe benefit amount for all hours worked in excess of 8 per day or 40 per week on this project (whichever is greater). "Basic rate of pay" is the hourly amount listed under the "basic rate" column in the wage decision.
- Developer/prime contractor is responsible for only employing subcontractors who have certified eligibility in written contracts containing Little Davis-Bacon Requirements. Contracts cannot be awarded to businesses debarred or suspended by federal, state, or city authorities.
- Developer/prime contractor is responsible for posting the Prevailing Rates Schedule and "Notice to All Employees" (red, white, and blue poster) in a highly visible location on the job site.
- Prime, subcontractors and lower-tiers must submit a Contractor Profile form and Identification of Prime and Subs if applicable; Prime also submits Weekly Site Logs and keeps the identification of prime and sub-contractors current.
- Payrolls must be certified and submitted using **LCPtracker**. Payroll reports are due within seven (7) days after the payroll period. Non-working weeks must be recorded in LCPtracker for the weeks not onsite after the start of work on the project. The City may hold up payment if payroll is not up to date in LCP Tracker.
- BEFORE performing contract work**, self-employed and partnership contractors must submit bona fide status documentation for review and approval by the labor standards officer.
- Business owners **working with their crew** must report their wage information and can certify the payroll. Business owners **working alone** cannot certify payment of their own prevailing wage; instead they are reported on a weekly payroll prepared and certified by their engaging contractor (wage information must be reported.)

NOTE: Owners, officers, shareholders of a corporation are employees and are to be paid the prevailing rate (including fringe benefits) when working at the project site; All wage information must be included.
- Apprentices/trainees are the only workers allowed to work at a lesser rate when registered in approved apprenticeship/training programs. Submit an Apprenticeship agreement, the current level of advancement and corresponding wage information the week the apprentice first appears on the jobsite. Apprentice to journey-worker ratios must be adhered to hour-for-hour. Apprentices/trainees working alone must be paid journey-worker rates based on the trade listed on the apprenticeship agreement. **THERE ARE NOEXCEPTIONS TO THE ON-SITE RATIO.** Pre-apprentices are not allowed at a lesser rate.
- Cleaning performed during construction is subject to prevailing wage provisions. In the absence of a specific wage rate for cleaning classification, the cleaners must be paid the predetermined wage rate for laborers. Demolition related to the project is also subject to prevailing wage provisions.
- Verification of employee wage receipt may include contacting the local trade or designated benefit fund account, or contractor submission of canceled paychecks, timecards and/or stubs for week(s) specified.
- All timekeeping records (including timecards, work logs, payroll checks and stubs, etc.) must be kept on file for a period of two (2) years after the close of the project.



CITY/STATE LABOR STANDARDS REQUIREMENTS

Developers, general contractors, subcontractors, and lower-tier subcontractors shall comply with any of the following rules and regulations as may be applicable:

- Little Davis-Bacon Ordinance, Section 82.07, Saint Paul Administrative Code
- Minnesota Statutes §§ 177.41- 44 and Rules 5200.1000 – 5200.1120

The requirements of the Ordinance/Statutes are as follows:

- (1) **The minimum wage rates and fringe benefits established by the City of Saint Paul and/or the Minnesota Department of Labor and Industry shall be paid weekly to all on-site workers. Failure to comply with the aforementioned may result in civil or criminal penalties.**
- (2) **All workers shall be paid time-and-one-half for all overtime hours worked, meaning hours worked over 8 in a day or over 40 in a week, whichever is greater.**
- (3) **Apprentices/trainees are allowed to work at a lesser rate if they are registered in approved apprenticeship/training programs. Ratios are applied on-site and the appropriate ratio of apprentices to journey-workers must be maintained hour-for hour. (See Apprentice/Trainee Guidelines)**
- (4) **Independent Truck Owner/Operators or Multiple Truck Owner/Operators must be paid the applicable Truck Rental Rate set out by the Minnesota Department of Labor and Industry. Month-End Trucking reports must be submitted to the City of Saint Paul detailing ITO/MTO work on the project. (See Trucking Guidelines.)**
- (5) **The developer, prime contractor and any subcontractors are required to:**
 - **Provide any noted and/or requested contract compliance-related data electronically in the online Contract Compliance System;**
 - **Respond to any instruction or request for information by any noted response/due date; and**
 - **Check the online Contract Compliance System on a regular basis to manage contact information and payroll records.**

The developer (or prime contractor) is responsible for ensuring all prime contractors, and/or subcontractors have completed all requested items and that their contact information is accurate and up-to-date.

Documents to be attached to all bid specifications, contracts, subcontracts and lower-tier subcontracts for this project include, but are not limited to:

- Labor Standards Requirements;
- Applicable Prevailing Wage Rates;
- Apprentice/Trainee Guidelines; and
- Bona Fide Self-Employed/Independent and Partnership Subcontractor Status

A City Labor Standards Poster and the Prevailing Wage Rate Data **must be** posted at the construction site in a visible location.

FOR ASSISTANCE OR SPECIFIC INFORMATION CONTACT:
Ethan Hansing • City Labor Standards • 15 W. Kellogg Blvd., St. Paul, MN 55102 •
651-266-8921 ethan.hansing@ci.stpaul.mn.us



NOTICE TO CONTRACTORS

The prevailing wage rates certified and published by the Minnesota Department of Labor and Industry apply to all City of Saint Paul Projects (with limited exceptions) in the amount of \$25,000 dollars or more involving new construction, demolition work, or repair work to public and private property. Rates will apply based on construction type, and are subject to change until the date of advertisement.

Wage decisions published by the Minnesota Department of Labor & Industry (DOLI) at the time the contract is signed will be locked in for the duration of the project, provided construction begins within 90 days of contract signing. After 90 days, wage decisions will be updated to the construction start date. **This wage decision may or may not be locked into the contract.**

It is the responsibility of the recipient of City money (e.g., business owner, developer, prime contractor, etc.) to check with City of St. Paul staff to determine whether the wage decision has been updated prior to commencement of construction, regardless of when contract was signed.

Project Defined:

A project consists of all construction necessary to complete a facility regardless of the number of contracts involved, as long as all the contracts awarded are closely related in purpose, time, and place to the work being performed. All work necessary to complete a project, including, but not limited to, buildings (including mixed-use development), public works projects, residential developments, and parks will be subject to prevailing wage requirements unless specifically exempted by the St. Paul Labor Standards Unit. Recipients of City money will not be allowed to break up individual components of a project for purposes of avoiding prevailing wage requirements.

Site Visits

Contractors shall permit City Contract Compliance Staff to conduct unannounced visits to the worksite to interview workers to verify compliance with prevailing wage. If necessary, compliance staff shall check in at the trailer. However, compliance staff must be allowed to conduct interviews unaccompanied by construction staff.

CONSTRUCTION DEFINITIONS:

1. Commercial construction

Commercial construction means all building construction projects exclusive of residential construction.

2. Highway and heavy construction

Highway and heavy construction" means all construction projects which are similar in nature to those projects based upon bids as provided under Minnesota Statutes, section 161.32 for the construction or maintenance of highways or other public works and includes roads, highways, streets, airport runways, bridges, power plants, dams, and utilities.

3. Residential construction or agricultural construction

Residential construction or agricultural construction means all construction, remodeling, or repairing of single or two family homes and structures appurtenant thereto including agricultural or farming buildings appurtenant to private farm residences when utilized to carry on primary farming operations.

This contract incorporates by reference all the terms and conditions contained in the Prevailing Wage Policy and Procedure Manual, which can be found at: <https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity/contract-compliance-business-development/labor>

ADDITIONAL REQUIREMENTS

The hourly rates, including overtime rates, contained in the wage decision provided in this contract are the minimally-required hourly rates that must be paid to all construction workers on this project, and supersede all other rates, including journeyman rates agreed to between a contractor and a union contained in a collective bargaining agreement or elsewhere.

If a project contains only City money, the City will enforce the apprentice rate guidelines specified in the agreement between the union and the contractor. In the absence of an agreement, the City will enforce the DOLI Apprenticeship Ratio Policy. If a contractor and a union have a contract that defines the project in such a way that it contravenes the City's definition of the project, the City will enforce the apprentice ratios pursuant to the contract between the contractors and the union only after obtaining authorization from both parties.

MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE
FUNDED CONSTRUCTION PROJECTS



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Highway and Heavy

Region Number: 09

Counties within region:

- ANOKA-02
- CARVER-10
- CHISAGO-13
- DAKOTA-19
- HENNEPIN-27
- RAMSEY-62
- SCOTT-70
- WASHINGTON-82

Effective: 2019-11-04

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate.

Violations should be reported to:

Department of Transportation
Office of Construction
Transportation Building MS650
John Ireland Blvd
St. Paul, MN 55155
(651) 366-4209

Refer questions concerning the prevailing wage rates to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2019-11-04	32.80	20.44	53.24
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2019-11-04	32.80	20.44	53.24
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2019-11-04	24.00	16.96	40.96
104	FLAG PERSON	2019-11-04	32.80	20.44	53.24
105	WATCH PERSON	2019-11-04	29.40	19.89	49.29
106	BLASTER	2019-11-04	22.08	6.87	28.95
107	PIPELAYER (WATER, SEWER AND GAS)	2019-11-04	35.30	20.44	55.74
108	TUNNEL MINER	2019-11-04	33.50	20.44	53.94
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2019-11-04	33.50	20.44	53.94
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE	2019-11-04	32.80	20.44	53.24

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.				
111	2019-11-04	32.80	20.44	53.24
TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)				
112	2019-11-04	16.28	4.07	20.35
QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.					
SPECIAL EQUIPMENT (201 - 204)					
201	ARTICULATED HAULER	2019-11-04	37.79	20.50	58.29
		2020-05-01	38.64	21.40	60.04
202	BOOM TRUCK	2019-11-04	37.79	20.50	58.29
		2020-05-01	38.64	21.40	60.04
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2019-11-04	24.00	16.96	40.96
204	OFF-ROAD TRUCK	2019-11-04	37.79	20.50	58.29
		2020-05-01	38.64	21.40	60.04
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR	2019-11-04	32.04	21.26	53.30

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.				

HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR

GROUP 2	2019-11-04	38.64	20.50	59.14
	2020-05-01	39.49	21.40	60.89
302				HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)
303				CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)
304				ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)
305				DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)
306				GRADER OR MOTOR PATROL
307				PILE DRIVING (HIGHWAY AND HEAVY ONLY)
308				TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)
GROUP 3	2019-11-04	38.09	20.50	58.59
	2020-05-01	38.94	21.40	60.34
309				ASPHALT BITUMINOUS STABILIZER PLANT
310				CABLEWAY
311				CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)
312				DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)
313				DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)
314				DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
315				
316				
317				
318				
319				
320				
321				
322				
GROUP 4	2019-11-04	37.79	20.50	58.29
	2020-05-01	38.64	21.40	60.04
323				
324				
325				
326				
327				
328				
329				
330				
331				
332				
333				
334				
335				
336				
337				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
338				
				DOPE MACHINE (PIPELINE)
339				
				DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)
340				
				DUAL TRACTOR
341				
				ELEVATING GRADER
342				
				FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)
343				
				FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)
344				
				FRONT END, SKID STEER OVER 1 TO 5 C YD
345				
				GPS REMOTE OPERATING OF EQUIPMENT
346				
				HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)
347				
				HYDRAULIC TREE PLANTER
348				
				LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)
349				
				LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)
350				
				MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE
351				
				MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)
352				
				PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE
353				
				PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)
354				
				PIPELINE WRAPPING, CLEANING OR BENDING MACHINE
355				
				POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)
356				
				POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES
357				
				PUGMILL
358				
				PUMPCRETE (HIGHWAY AND HEAVY ONLY)
359				
				RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)
360				
				SCRAPER
361				
				SELF-PROPELLED SOIL STABILIZER
362				
				SLIP FORM (POWER DRIVEN) (PAVING)
363				
				TIE TAMPER AND BALLAST MACHINE
364				
				TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)
365				
				TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
366				
TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND HEAVY ONLY)				
367				
TUB GRINDER, MORBARK, OR SIMILAR TYPE				
368				
WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)				
GROUP 5	2019-11-04	34.75	20.50	55.25
	2020-05-01	35.60	21.40	57.00
369				
AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)				
370				
BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371				
CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				
372				
FORM TRENCH DIGGER (POWER)				
373				
FRONT END, SKID STEER UP TO 1C YD				
374				
GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)				
375				
HYDRAULIC LOG SPLITTER				
376				
LOADER (BARBER GREENE OR SIMILAR TYPE)				
377				
POST HOLE DRIVING MACHINE/POST HOLE AUGER				
378				
POWER ACTUATED AUGER AND BORING MACHINE				
379				
POWER ACTUATED JACK				
380				
PUMP (HIGHWAY AND HEAVY ONLY)				
381				
SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)				
382				
SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER				
383				
SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER				
384				
STUMP CHIPPER AND TREE CHIPPER				
385				
TREE FARMER (MACHINE)				
GROUP 6	2019-11-04	33.54	20.50	54.04
	2020-05-01	34.39	21.40	55.79
387				
CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER				
388				
CONVEYOR (HIGHWAY AND HEAVY ONLY)				
389				
DREDGE DECK HAND				
390				
FIRE PERSON OR TANK CAR HEATER (HIGHWAY AND HEAVY ONLY)				
391				
GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
392				
393				
394				
395				
396				
397				

TRUCK DRIVERS

GROUP 1	2019-11-04	31.25	17.50	48.75
601				
602				
603				
GROUP 2	2019-11-04	30.70	17.50	48.20
604				
GROUP 3	2019-11-04	30.60	17.50	48.10
605				
606				
607				
GROUP 4	2019-11-04	32.29	17.50	49.79
608				
609				
610				
611				
612				
613				
614				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
SPECIAL CRAFTS					
701	HEATING AND FROST INSULATORS	2019-11-04	47.10	24.40	71.50
702	BOILERMAKERS	2019-11-04	38.33	27.43	65.76
703	BRICKLAYERS	2019-11-04	36.05	19.68	55.73
704	CARPENTERS	2019-11-04	38.96	22.08	61.04
705	CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651-284-5091 OR EMAIL DLIPRE VWAGE@STATE.MN.US			
706	CEMENT MASONS	2019-11-04	39.65	20.92	60.57
707	ELECTRICIANS	2019-11-04	44.00	30.30	74.30
		2020-05-01	46.90	30.30	77.20
711	GROUND PERSON	2019-11-04	32.42	16.23	48.65
		2020-03-30	33.40	16.30	49.70
712	IRONWORKERS	2019-11-04	37.60	29.40	67.00
		2020-05-01	39.65	29.40	69.05
713	LINEMAN	2019-11-04	46.32	20.12	66.44
		2020-03-30	47.71	20.31	68.02
714	MILLWRIGHT	2019-11-04	35.73	26.43	62.16
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE	2019-11-04	38.70	22.76	61.46

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
TAPING OF PAVEMENT MARKINGS)	2020-05-01	40.70	22.76	63.46
716 PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2019-11-04	38.91	22.08	60.99
717 PIPEFITTERS . STEAMFITTERS	2019-11-04	47.89	27.55	75.44
	2020-05-01	50.39	27.55	77.94
719 PLUMBERS	2019-11-04	48.12	25.33	73.45
	2020-05-01	50.87	25.33	76.20
721 SHEET METAL WORKERS	2019-11-04	44.46	29.17	73.63
723 TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			
724 TILE SETTERS	2019-11-04	34.76	23.29	58.05
725 TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			
727 WIRING SYSTEM TECHNICIAN	2019-11-04	40.17	17.63	57.80
	2020-07-01	41.42	17.63	59.05
728 WIRING SYSTEMS INSTALLER	2019-11-04	28.14	14.71	42.85
	2020-07-01	29.02	14.71	43.73
729 ASBESTOS	2019-11-04	32.68	19.66	52.34

LABOR CODE AND CLASS

**EFFECT
DATE**

**BASIC
RATE**

**FRINGE
RATE**

**TOTAL
RATE**

ABATEMENT WORKER

730

SIGN ERECTOR

FOR RATE CALL 651-284-5091 OR EMAIL
DLI.PREVVAGE@STATE.MN.US

Notice of truck rental rate certification and effective date

The commissioner has certified the minimum truck rental rates for state-funded highway projects effective Jan. 16, 2018. This certification follows the publication of the Notice of Truck Rental Rate Determination in the *State Register* on Dec. 18, 2017, and the informal conference held pursuant to Minnesota Rules, part 5200.1105, on Dec. 28, 2017.

According to Minnesota Rules, part 5200.1105, the purpose of the informal conference was for the Minnesota Department of Labor and Industry (DLI) to obtain further input regarding the determined rates prior to the certification. No additional written input regarding the determination was received by DLI prior to or after the informal conference.

The truck rental rate is determined for each equipment type by adding the average hourly cost of operating the vehicle to the certified prevailing wage rate for the driver. The average hourly operating costs are determined by voluntary survey of truck owner operators, trucking contractors and trucking firms.

The determination of the minimum truck rental rates by region are as follows.

Three-axle units

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$45.02	\$37.35	\$82.37
Region 2	Certification date	\$40.79	\$37.35	\$78.14
Region 3	Certification date	\$45.02	\$37.35	\$82.37
Region 4	Certification date	\$44.01	\$37.35	\$81.36
Region 5	Certification date	\$31.90	\$37.35	\$69.25
Region 6	Certification date	\$43.00	\$37.35	\$80.35
Region 7	Certification date	\$39.86	\$37.35	\$77.21
	May 1, 2018	\$41.36	\$37.35	\$78.71

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 8	Certification date	\$30.50	\$37.35	\$67.85
Region 9	Certification date	\$46.60	\$37.35	\$83.95
	May 1, 2018	\$48.10	\$37.35	\$85.45
Region 10	Certification date	\$42.45	\$37.35	\$79.80

Four-or-more-axle units

Region	Effective date	604 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$46.30	\$54.04	\$100.34
	May 1, 2018	\$47.80	\$54.04	\$101.84
Region 2	Certification date	\$49.88	\$54.04	\$103.92
Region 3	Certification date	\$38.51	\$54.04	\$92.55
Region 4	Certification date	\$44.03	\$54.04	\$98.07
Region 5	Certification date	\$25.35	\$54.04	\$79.39
Region 6	Certification date	\$43.00	\$54.04	\$97.04
Region 7	Certification date	\$37.40	\$54.04	\$91.44
Region 8	Certification date	\$24.10	\$54.04	\$78.14
Region 9	Certification date	\$46.70	\$54.04	\$100.74
	May 1, 2018	\$48.20	\$54.04	\$102.24
Region 10	Certification date	\$27.03	\$54.04	\$81.07

Tractors

Region	Effective date	602 driver rate	Operating cost	Tractor-only truck rental rate	Plus trailer operating cost	Tractor-trailer rental rate
Region 1	Certification date	\$46.85	\$56.11	\$102.96	\$11.46	\$114.42
	May 1, 2018	\$48.35	\$56.11	\$104.46	\$11.46	\$115.92
Region 2	Certification date	\$39.02	\$56.11	\$95.13	\$11.46	\$106.59
Region 3	Certification date	\$38.75	\$56.11	\$94.86	\$11.46	\$106.32
Region 4	Certification date	\$25.22	\$56.11	\$81.33	\$11.46	\$92.79
Region 5	Certification date	\$27.25	\$56.11	\$83.36	\$11.46	\$94.82
Region 6	Certification date	\$32.00	\$56.11	\$88.11	\$11.46	\$99.57
Region 7	Certification date	\$31.80	\$56.11	\$87.91	\$11.46	\$99.37
Region 8	Certification date	\$23.83	\$56.11	\$79.94	\$11.46	\$91.40
Region 9	Certification date	\$47.25	\$56.11	\$103.36	\$11.46	\$114.82
	May 1, 2018	\$48.75	\$56.11	\$104.86	\$11.46	\$116.32
Region 10	Certification date	\$26.50	\$56.11	\$82.61	\$11.46	\$94.07

The minimum truck rental rate for these four types of trucks in the state's 10 highway and heavy construction areas will be effective for all Minnesota Department of Transportation highway construction work financed in whole or part with state funds advertised for bid on or after the day the notice of certification is published in the *State Register*.

Ken B. Peterson
Commissioner



The LCPtracker™ service is a paperless, online system of entering Certified Payroll Reports. Payroll data may be entered directly into the system or uploaded from major construction, accounting, and payroll programs. The service eliminates the need for contractors to submit paper prevailing wage documents and forms while providing an online database of all certified payroll reports. The service also generates audits, logs and correspondence.

All contract-specific wage rates and worker classifications are online, within the system, and contractors select classifications from a menu. Worker information is entered once and then remains in the system accessible to all of the Agencies' public works contract activity. Potential errors in wage rates or worker classification entries are flagged to contractors preemptively, allowing contractors to correct data prior to submittal.

A few of the immediate benefits conferred by the use of LCPtracker™ are:

- LCPtracker™ confirms rates and classifications prior to allowing contractors to submit payroll or payroll-related documents to the City of Saint Paul.
- All reports are available instantly to contractors in hardcopy and electronic formats.
- No need to mail in paperwork. Payrolls will be submitted electronically. There is an audit trail of all submitted records and all correspondence between the City of Saint Paul and the contractors.

There is no cost to contractors for this service. The successful bidder (contractors with city contracts,) will be given access to the system. On-line training is provided at no cost. Contractors may access the training after receiving login i.d. and password. An email with login instructions will be sent to contractors once they're assigned to a contract in LCPtracker™. Questions may be directed to Ethan Hansing at 651-266-8921, or emailed to Ethan.Hansing@ci.stpaul.mn.us. Complete and full support is also offered directly to contractors by LCPtracker™ for any technical questions on the use of the service. Contact **LCPtracker Support at 714-669-0052, #4** or support@lcptracker.com.

In the event a complaint is submitted to the City, City staff must be able to reasonably determine how much an employee was paid at an hourly rate. City staff might request copies of the employer's internal payroll records if City staff suspect submitted payroll do not accurately reflect what workers were paid. Failure of contractor to maintain adequate internal payroll records will result in City interpreting evidence, including statements made by workers, in a light most favorable to the workers.

P.O. Box 187
Orange, CA 92856-6187
(714) 669-0052
www.lcptracker.com



CITY OF SAINT PAUL APPRENTICESHIP REQUIREMENTS

APPRENTICES/TRAINEES

WAGES	An Apprentice/Trainee can be paid less than the wage rate listed in the wage decision for his/her work classification if he/she is registered in an approved apprenticeship/training program.
PROGRAMS	Approved programs are registered with the Department of Labor (DOL) or a DOL recognized State Apprenticeship Agency (SAC). Apprentices/trainees are paid wage rates in accordance with the wage schedule in the approved program. If a project contains only City money, the City will enforce the apprentice ratio guidelines specified in the agreement between the Union and the contractor. In the absence of an agreement, the City will enforce the DOLI Apprenticeship Ratio Policy. If a contractor and a union have a contract that defines the project in such a way that it contravenes the City's definition of the project, the City will enforce apprentice ratios pursuant to the contract between the contractor and the Union only after obtaining authorization from both parties.
REQUIREMENTS	Submit the following to the City at ContractCompliance@ci.stpaul.mn.us . The City will let you know when apprentice rates have been created. <ul style="list-style-type: none"> ● A copy of the Apprenticeship Agreement; ● The current level of advancement (include “apprentice” and the hour or percentage level with the work classification on your payroll reports); and ● A copy of YOUR registered/approved program wage rates and ratios.
LIMITATIONS	The maximum number of apprentices/trainees you can use on the job site cannot exceed the ratio of apprentices/trainees to journey workers allowed in the approved program. Ratios are applied hour-for-hour at the project site. You will be required to pay wage restitution for ratio violations. NOTE: If the program does not have onsite apprenticeship ratios, your company will be required to follow the apprenticeship ratios promulgated by the Minnesota Department of Labor and Industry.

PROBATIONARY APPRENTICES

Probationary Apprentices can be paid as an apprentice **if**:

- The DOL or SAC has certified that the person is eligible for probationary employment as an apprentice; and
- Verification of this is submitted to your engaging contractor or other designee.

PRE APPRENTICES (an individual not registered in a program)

A Pre-apprentice must be paid the full journey worker rate on the wage decision for the classification of work they perform.

HELPERS/ASSISTANTS

Helpers are not allowed to work at a lesser rate of pay on State and Federally-funded projects.

R.U.C.S (RESIDENTIAL UTILITY CARPENTERS)

R.U.C.s are not allowed to work at a lesser rate of pay on State and Federally-funded projects.



CITY OF SAINT PAUL LITTLE DAVIS-BACON REQUIREMENTS FOR BONA FIDE SELF-EMPLOYED AND PARTNERSHIP SUBCONTRACTOR STATUS

REQUIREMENTS

- All “self-employed” and “partnership” businesses must provide bona fide status demonstration prior to performing work at the project site. Failure to demonstrate contractor/subcontractor status may result in payment delay and possible contract/subcontract agreement cancellation
- All “self-employed” and “partnership” businesses must have executed and provided a written contract/subcontract agreement (containing the Little Davis-Bacon Labor Standards Requirements and applicable Prevailing Wage Rates) for their work performance to the labor standards contract administrator assigned to this project.

Bona Fide SELF-EMPLOYED SUBCONTRACTOR Status Demonstration

All self-employed contractors/subcontractors must submit copies of 4 of the 6 the documents listed below:

- (1) Identification of a registered trade name and location of telephone listing under that name;
- (2) Contractor’s license;
- (3) A subcontractor’s bond;
- (4) Proof of worker’s compensation insurance coverage;
- (5) Copy of previous tax year’s income tax filing;
- (6) Any other determination regarding status as defined by the State or Federal Department of Revenue

IMPORTANT: Failure to provide copies of the requested documentation will disallow the “subcontractor status” and the individuals will be included on the engaging company’s payroll as employees.

Bona Fide PARTNERSHIP Subcontractor Status Demonstration

If the subcontractor is a partnership, the following must be submitted for approval prior to starting work on the site:

- (1) A copy of the executed partnership agreement;
- (2) Federal and State Tax Identification Numbers applicable to the partnership agreement; and
- (3) A copy of the previous tax year’s filing, including Schedule E

IMPORTANT: Failure to provide copies of the requested documentation will disallow the “subcontractor status” and the individuals will be included on the engaging company’s payroll as employees.



BONA FIDE SELF-EMPLOYED AND PARTNERSHIP SUBCONTRACTOR STATUS DOCUMENTATION LOG

Pursuant to the 82.07 of the Administrative Code, all contractors awarded contracts with the City of Saint Paul in the amount of \$25,000 or more involving either new construction work or repair work on any roads, bridges, sewers, streets, alleys, parks, parkways, buildings, or any other public work involving the improvement of public or private property, including the removal of public nuisances, **are required** to provide the information detailed in the **BONA FIDE SELF-EMPLOYED AND PARTNERSHIP SUBCONTRACTOR STATUS SHEET**. Return this log to the Labor Standards Compliance Officer with requested documentation as proof of bona-fide self employed subcontractor status. Use additional forms if necessary.

Project Name: _____ Date: _____

Prime Contractor: _____

Contact Name: _____

Address: _____

Telephone: _____

DIRECTIONS: Please list each subcontractor separately below and circle the type of documentation provided for each subcontractor.

1. SUBCONTRACTOR: _____

[a] Trade Name [b] License [c] Bond [d] Insurance [e] Partnership [f] Tax Form [g] Trucker

2. SUBCONTRACTOR: _____

[a] Trade Name [b] License [c] Bond [d] Insurance [e] Partnership [f] Tax Form [g] Trucker

3. SUBCONTRACTOR: _____

[a] Trade Name [b] License [c] Bond [d] Insurance [e] Partnership [f] Tax Form [g] Trucker

4. SUBCONTRACTOR: _____

[a] Trade Name [b] License [c] Bond [d] Insurance [e] Partnership [f] Tax Form [g] Trucker

5. SUBCONTRACTOR: _____

[a] Trade Name [b] License [c] Bond [d] Insurance [e] Partnership [f] Tax Form [g] Trucker

City Labor Standards Officer Contact Information:
City of Saint Paul, Labor Compliance Unit
15 Kellogg Blvd. W, #280, Saint Paul, MN 55102
ethan.hansing@ci.stpaul.mn.us



CITY OF SAINT PAUL TRUCKING GUIDELINES

DEFINITION:

An Independent Truck Operator/Owner (ITO) is an individual, partnership, or principal stockholder of a corporation who owns or holds a vehicle under lease and who contracts that vehicle and the owner's services to an entity, which provides construction services for a city project.

REQUIREMENTS:

- Pursuant to Section 82.07 of the Saint Paul Administrative Code, Minnesota Statutes 177.41-44, and Minnesota Rules 5200.1100-1102, Independent Truck Operator/Owners must be paid in accordance with the Minnesota Department of Labor and Industry Truck Rental Rates.
- Contractors using ITOs must provide the City with bona fide demonstration of status of such entities upon request by the City anytime before or during life of project. The contractor must provide:
 - (1) A Cab Card;
 - (2) Valid Driver's License and Registration;
 - (3) A copy of the previous year's tax filing; and
 - (4) Any other determination regarding status as defined by the State or Federal Department of Revenue.
- Proof of payment in the form of monthly trucking reports or certified payroll reports may be requested by the City.

EMPLOYEE TRUCK DRIVERS:

Truckers employed by the engaging contractor or subcontractor must be paid the prevailing wage rate according to the applicable job classification in the bid specifications, or if unavailable, pursuant to the Minnesota Department of Labor and Industry Prevailing Wage Rates, and must be included on employee payrolls.

IMPORTANT:

**Failure to provide the requested documentation will disallow the "ITO status"
And the individual(s) will be included on the engaging contractor's payroll
as employees, receiving pay as identified by the Prevailing Wage Rates
applicable to the project.**



**CITY OF SAINT PAUL
DEPARTMENT OF HUMAN RIGHTS & EQUAL ECONOMIC OPPORTUNITY
LABOR COMPLIANCE UNIT**

**APPLICATION OF PREVAILING WAGE RATE
PROVISIONS TO TRUCKERS HAULING MATERIALS**

Pursuant to Section 82.07 of the City of Saint Paul Administrative Code, the City of Saint Paul requires all contractors to comply with the standards set forth in Minnesota Rules 5200.1106 to determine activities considered to be work under a contract for which payment of truck rental rates is required. The standards are as follows:

A. Work performed by employees of a contractor or subcontractor that operates an asphalt or concrete plant, that was moved into a gravel pit, borrow pit, or other location not on the project, primarily to serve public works projects is considered work under the contract including the contractor's employees loading the equipment hoppers with materials obtained from the pit regardless of whether the pit meets the definition of commercial establishment.

B. The following hauling activities are included in hours worked and considered work under the contract for purposes of payment of the truck rental rate:

1. The hauling of any or all stockpiled or excavated materials on the project work site to other locations on the same project even if the trucks leave the work site at some point;
2. The delivery of materials from any facility that does not meet the requirements of a commercial establishment to the project and the return haul to the starting location either empty or loaded;
3. The delivery of materials from another construction project site to the public works project and the return haul empty or loaded is considered work under the contract. Construction projects are not considered a commercial establishment;
4. The hauling required to remove any materials from the public works project to a location off the project site and the return haul if empty or if loaded from other than a commercial establishment;
5. The delivery of materials or products by trucks hired by a contractor, subcontractor, or agent thereof, from a commercial establishment; and
6. The delivery of sand, gravel, or rock, by or for a commercial establishment, which is deposited "substantially in place," either directly or through spreaders from the transporting vehicles is work under the contract. In addition, the return haul to the off-site facility empty or loaded is also considered work under the contract.

The following hauling activities are not included in hours worked and are not considered work under the contract for purposes of payment of the truck rental rate:

1. The delivery of processed or manufactured goods to a Public Works project by the employees of a commercial establishment including truck-owner operators, hired by and paid by the commercial establishment, unless it is the delivery of mineral aggregate that is incorporated into the work under the contract by depositing the material substantially in place; or
2. Multiple site hauling operations include secondary hauling activities in addition to the hauling of materials on and off the Public Works project in order to complete the truck's round trip haul. The hauling of materials or products between these secondary off-site facilities as part of a multiple site hauling operation is not considered work under the contract as long as the time hauling between the secondary sites is properly documented in the trucking records and the time spent hauling on and off the project is properly compensated

NOTE: Employee truckers must be paid the applicable prevailing wage rate. See *City of Saint Paul Trucking Guidelines* for further information.



CONTRACTOR PROFILE

Project Name: _____

Business Name: _____ Federal Tax ID #: _____

Address: _____

Phone #: _____ Fax #: _____

Our agreement/contract dated _____ is with _____ in the amount of \$ _____

For _____
(Identify specific contract work)

Will you sub out any of your contract work? _____ If yes, please identify subs: _____

Person authorized to certify (sign) payroll reports: _____

Person submitting electronic payroll reports: _____ Email: _____

Identify work classifications (as listed in project wage decision) you anticipate using, base rate of pay, and total wage payment:

<u>Work Classification</u> (Group #, if applicable. Add pages if necessary)	<u>Base Rate of Pay</u>	<u>Total Wage Payment</u> (base +fringes)
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

Check (A), (B) or (C) identifying how fringe benefits are paid to your workers:

- (A) _____ included with pay check in the amount of \$ _____;
- (B) _____ funded (with trustee or third party) fringe benefit plan in the hourly amounts indicated below:
- (C) _____ unfunded* (company-paid) fringe benefit plan in the hourly amounts indicated below
(identify for each employee working on the project, include: hourly fringe amounts, provider/company name if applicable, & how often contribution is made):

<u>*Holiday</u>	<u>*Vacation</u>	<u>*Sick Leave</u>	<u>Health</u>	<u>Dental</u>	<u>Life</u>	<u>Pension</u>	<u>Other</u> (identify)	<u>TOTAL HOURLY FRINGE RATE</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ =	\$ _____
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ =	\$ _____

Benefit funds are deposited into Account #(s) _____ and are maintained by (agency name & address):

_____ Phone #: _____

IF FUNDS ARE MAINTAINED BY A THIRD PARTY FRINGE BENEFIT PLAN, PLEASE ATTACH A CURRENT LETTER FROM THE FUND ADMINISTRATOR.

Owner/Principal Officer & Title (PLEASE PRINT) _____ Owner/Principal Officer Signature _____ Date _____

IS THIS A SOLE PROPRIETORSHIP OR PARTNERSHIP BUSINESS? Yes No

IDENTIFICATION OF PRIME CONTRACTOR AND SUBCONTRACTORS (INCLUDING MATERIAL SUPPLIERS)



Form required for Labor Standards, AA/EEO, HUD Section 3, and Vendor Outreach

Submit completed form to: Contract Compliance & Business Development

15 West Kellogg Blvd, Room 280

Saint Paul, MN 55102-1681

Phone: 651-266-8900, Fax: 651-266-8919

Email: contractcompliance@stpaul.gov

Project: _____ Bid #: _____ Est. Construction Cost: _____ VOP Goal: \$ _____ %

Please identify all sub-contractors (including material suppliers) you intend to utilize on this project. Identify all suppliers with an (S). Identify Minority Owned, Women Owned, Small, and Section 3 businesses with **MBE, WBE, SBE, or Sec 3** respectively. Please identify Certified Vendors. **Form must be updated and submitted when you add, delete, or make other changes to the list.**

	Name, Address, Contact Person, and Phone Number	CERT W/M/S/BE Vendor	Section 3 Certified Vendor	Nature of Work	Date Work to Begin	Date Work Completed	Contract Amount
PRIME:	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
SUBS: 1	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
5	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
6	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
7	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
8	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____

IDENTIFICATION OF PRIME CONTRACTOR AND SUBCONTRACTORS (INCLUDING MATERIAL SUPPLIERS)

	Name, Address, Contact Person, and Phone Number	CERT W/M/S/BE Vendor	Section 3 Certified Vendor	Nature of Work	Date Work to Begin	Date Work Completed	Contract Amount
9	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
10	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
11	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
12	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
13	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
14	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
15	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
16	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
17	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
18	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
19	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____

RETURN COMPLETED FORM TO: ContractCompliance@ci.stpaul.mn.us



CITY OF SAINT PAUL
CITY LABOR STANDARDS (LITTLE DAVIS-BACON)
COMPLIANCE CHECKLIST FOR CONTRACTORS

Project Name: _____

Business Name: _____

Are you a subcontractor? Yes No Prime Contractor Name: _____

◆
► **Instructions:** After receiving this Labor Standards Packet from the project manager, please complete the steps in Phase I immediately. Check boxes next to applicable items as they are completed.

PHASE I: PRIOR TO PROJECT START

- Submit Contractor Profile Form
- Submit Contractor Prime / Sub ID Sheet
- Submit Bona-Fide Self-Employed Subcontractor Status Demonstration (*check only if this applies to the project*)
- Submit ITO/MTO Status Demonstration (*check only if this applies to the project*)
- Submit the following apprenticeship documentation – for each apprentice:
 - Apprenticeship agreement
 - Level of apprenticeship
 - Current union wage scale
 - Rate breakdown: ❶ Hourly Rate ❷ Fringe Rate (hourly) ❸ Total Rate
 - On-site apprenticeship ratios – per the union agreement. *Must be provided by the union.*
- Make sure your company is signed up and assigned to a project in LCPtracker
- Prime Contractors: In LCPtracker, assign your subcontractors to the project and enter your employee information
- Subcontractors: Enter your employee information into LCPtracker

◆
► **Instructions:** Items in Phase II are due on a rolling basis, and require consistent monitoring on the part of the contractor. Please pay close attention to the deadlines. Check boxes next to applicable items as they are completed.

PHASE II: CONSTRUCTION

- Submit known apprenticeship documentation (see requirements above)
- Contact Compliance Officer if unsure about wage rate or job classification
- Submit payrolls 7 days after the pay period ends
- Submit payrolls for non-work weeks (once your company has begun work on the project)
- Submit month end trucking reports (*check only if this applies to the project*)

◆
► **Instructions:** Check boxes next to applicable items as they are completed. When you have completed work on a project, it is very important to signify completion in LCPtracker. This is the final step of compliance.

PHASE III: PROJECT END

- Follow-up with the Compliance Officer to ensure you are in compliance with City of Saint Paul Labor Standards
- Indicate your last payroll on the project as “Final” in LCPtracker
- Sign, date, and submit this completed checklist to the Compliance Officer

Signature: _____ Date: _____
(principal/owner)

For questions, contact:
Ethan Hansing • City Labor Standards • 15 W. Kellogg Blvd., St. Paul, MN 55102
• 651-266-8921 ContractCompliance@ci.stpaul.mn.us

Exhibit E

Vendor Outreach Program Requirements

[See attached.]

VENDOR OUTREACH PROGRAM

Human Rights & Equal Economic Opportunity

The goal of the Vendor Outreach Program (“VOP”) is to encourage contracting with local small business

VOP helps local small, small minority-owned and small woman-owned businesses take part on City contracts. The Saint Paul Administrative Code (chapter 84) governs VOP. Generally, there is a \$50,000 threshold for VOP applicability. A small business set-aside program does exist for contracts under \$50,000, in certain circumstances.

VOP strives to award as many purchases goods, services, and construction to eligible local businesses. The Central (CERT) Certification Program certifies eligible businesses. Generally, there is a goal to award at least 25% of opportunities to certified businesses. The 25% business inclusion is broken down as follows

- 5% to minority-owned business enterprises (MBE)
- 10% to woman-owned business enterprises (WBE)
- 10% to other small business enterprises (SBE).

However, VOP evaluates each project and contract on its own. Goals may vary for several reasons, such as actual available business opportunity.

The federal DBE program will govern certain City contracts. If that is the case, you are subject to DBE requirements and not VOP. If DBE applies, information pertaining to such requirements will be included.

Procedure

Under VOP, you must seek vendors that are currently certified. The searchable database of certified companies is at <https://cert.smwbe.com>. There is information on this page explaining how to get a Vendor List or access. CERT staff will attempt to respond to your request within 2 business days. You will report on VOP through our online Contract Compliance Monitoring Software, B2Gnow.

How a business can be certified

Generally, businesses can be certified if they are located in the eligible area and qualify as a small business. Once a business meets those two qualifications, they can also certify as being woman-owned or minority-owned.

Eligible businesses may be located in any of the following counties: Anoka, Benton, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Stearns, Washington Wright, Pierce (WI), St. Croix (WI).

Whether a business qualifies as small depends on their revenue and their applicable NAICS codes. Certain types of businesses (such as subsidiaries and franchisees) may not be eligible for certification. For specific information please e-mail cert@ci.stpaul.mn.us or call 651-266-8900 and ask for CERT staff.



CITY OF SAINT PAUL

Melvin Carter, Mayor

280 City Hall

15 Kellogg Boulevard West

Saint Paul, MN 55102-1659

Telephone: 651.266.8900

Facsimile: 651.266.8919

TDD: 651.266.8977

City of Saint Paul Vendor Outreach Program Good Faith Effort Standards

Excerpted From Chapter 84 of the Saint Paul Administrative Code

The steps listed below are not a checklist, but rather a set of guidelines meant to provide various ways to exhibit good faith efforts. This is not an exhaustive list. To truly display a good faith efforts showing within the spirit of the Saint Paul Administrative Code good faith efforts will be evaluated throughout the life of the contract. If a contract fails to meet the VOP goals at the end of the contract, appropriate documentation must be submitted to the Vendor Outreach Coordinator explaining why.

- (a) *Good faith efforts required.* On any contract with the City where a contracting party has failed to meet the established level of certified vendor participation, good faith efforts to meet such levels must be shown. Levels of certified vendor participation are evaluated throughout the duration of the contract.
- (b) *Factors to be considered.* When determining whether a good faith effort has been established the City will consider all relevant efforts, including but not limited to the following factors:
- (1) List each possible subcontract opportunity in the contract, indicating where possible the NAICS Code (or NIGP Code) of such work, seeking the assistance of the department in ascertaining such subcontract opportunities.
 - (2) Obtain access to the CERT Certified Vendor Online Directory or an exported list of the CERT certified businesses from CERT staff and search for current CERT certified SBEs, MBEs and WBEs.
 - (3) Attend all pre-bid and pre-construction conferences to obtain information about the Vendor Outreach Program, the levels of participation of CERT certified SBEs, MBEs, and WBEs, and the outreach requirements herein.
 - (4) Request assistance from local small business related organization; minority and women community organizations; minority and women contractor groups; or other organizations that provide assistance in the recruitment and placement of SBEs, MBEs, and WBEs.
 - (5) Solicit bids from CERT certified SBEs, MBEs and WBEs, which have been identified as being available and capable of performing the necessary work for the business opportunity within the contract within sufficient time for such business to provide a response, but at no time less than (10) business days prior to bid opening, by phone, fax, electronic mail, internet or other social media.
 - (6) Advertising available business opportunities in local papers, minority publications, and women publications.
 - (7) Solicit bids from a minimum of three (3) such certified businesses for each business opportunity available within the contract. Bidders who continuously list the same certified SBEs, MBEs and WBEs as having been contacted and listed as unavailable, when contact has previously been unsuccessful as a result of disconnected phone numbers or returned mail, will not be deemed to have made good faith efforts.
 - (8) Provided plans and specifications; information regarding the location of plans and specifications; or other necessary information regarding the opportunity to SBEs, MBEs and WBEs in a timely manner.

- (9) Where applicable, advise and make efforts to assist interested CERT certified SBEs, MBEs and WBEs to obtain bonds, lines of credit or insurance, or other potential capacity barriers required to perform the contract.
- (10) Submit documentation if responses from CERT certified SBEs, MBEs or WBEs were rejected, giving the complete basis for the rejection and evidence that the rejection was justified.
- (11) Encourage potential SBE, MBE and WBE candidates to become CERT certified.

(c) *Failure to meet good faith efforts.*

- (1) A contracting party who fails to meet established goals and provide sufficient good faith efforts shall be subject to a penalty, the amount of which shall be calculated as follows:

The difference between the established Vendor Outreach Program goal based off of the available business opportunity on the contract that failed to establish good faith efforts and the actual goal achieved/actual amount contracted with CERT certified businesses.

- (2) Additionally, a contracting party who fails to meet established goals and provide sufficient good faith efforts on a project will be deemed a non-responsible bidder and placed on a list of ineligible bidders for a period of one year. During the period of ineligibility, the contracting party may request a review of its subsequent efforts to work with SBEs, MBEs, and WBEs on projects with other entities within the Marketplace for the purpose of being removed from the list and reinstated as an eligible bidder.
- (3) A contracting party found to have failed to provide good faith efforts shall be notified in writing of the determination. The notice must contain the amount of penalty being imposed, the date upon which placement on the ineligible list occurs, and the method for appealing the determination.



CITY OF SAINT PAUL

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15 Kellogg Boulevard West
Saint Paul, MN 55102-1659

Telephone: 651.266.8900
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TDD: 651.266.8977

VENDOR OUTREACH PROGRAM-PRIME CONTRACTOR PROCESS OVERVIEW

Directions: Once you receive the Vendor Outreach Program Packet from your project manager, please complete the steps in Phase I immediately.

PHASE I: PRIOR TO PROJECT START

- ❖ Locate and identify certified vendors to include in your bid specifications by accessing the CERT certified vendor list on <https://cert.smwbe.com/> (see “Vendor Lists” in the left hand column to request an updated list)
- ❖ Submit VOP ID of Prime & Subs Sheet (this will be an Excel spreadsheet)
- ❖ Log into B2Gnow and click on the relevant project/contract
 - If you do not see your project/contract listed on your dashboard then the contract has not been inserted into the database. Please e-mail contractcompliance@ci.stpaul.mn.us and provide the contract amount, contract start date, contract end date, and a primary contact person. Please indicate: “Request for B2Gnow Project Setup” in the subject line.
- ❖ The prime must insert all vendors into B2Gnow
 - **NOTE:** Listing all vendors includes first tier, second tier, third tier, etc. subs and suppliers. The prime may delegate to first tier subs to report their second tier subs, and so on.
 - Please go to <https://stpaul.diversitycompliance.com> and login using your username and password. If you have forgotten your username and/or password, your e-mail address is your username and if you need to reset your password, there is link on the login page that reads “Forgot Password”. Place your username in the field provided and the system will send you a temporary password.
 - Once logged in, click on the contract you wish to add subs. At the top of the page you should see a tab entitled “Subs.” Click on this tab. Once on the page, you should see a button (closer to the top) that reads “Add Subcontractor.” Click this. Once on this page, start typing the company name in the “Vendor” search window. If the vendor is listed in our database a dropdown list should appear. If it is not, then you will need to click the red “Get Vendor.” If, after clicking the red “Get Vendor” you are unable to find the vendor, the vendor will need to be added to the database.
- ❖ Once all subcontractors are added to the database, they will need to be approved before the prime can insert a payment. As a result, **make sure subs are inserted prior to a Draw Request.** If all subs to date are not inserted prior to a Draw Request, **VOP will not approve the Draw Request until the most recent Sub ID sheet corresponds with the subs in B2Gnow.**

PHASE II: CONSTRUCTION:

- ❖ After subs are approved, the prime **must** insert all payments made to the subs by clicking on the “Compliance Audit List” tab at the top of the page.
- ❖ After a payment is entered for a sub, the sub will be notified by B2Gnow and will need to confirm the payment.
 - To “Confirm” a payment the sub will need to login to B2Gnow at <https://stpaul.diversitycompliance.com>. Once logged in, the sub should see the “Data dashboard” form there he/she can click on the appropriate contract and “Confirm” the payment amount made to him/her.
- ❖ **NOTE: If payments to subs are not inserted in B2Gnow and confirmed prior to a Draw Request, this will hold up approval of Draw Requests.**

Directions: When you have completed work on a project, it is very important to signify completion in B2Gnow. This is the final step of compliance.

PHASE III: PROJECT END:

- ❖ Verify that all subs and all payments to subs have been entered into B2Gnow.
- ❖ Verify that the most recent Subcontractor ID Sheet submitted to the Vendor Outreach Coordinator matches up with the entries in B2Gnow.
- ❖ Verify that all subs have confirmed all payments prior to the final draw request.
- ❖ Indicate in B2Gnow that the audit is final.
- ❖ **NOTE: A final Draw Request will not be approved unless everything is up to date and completed in B2Gnow.**

For questions, contact:
Human Rights and Equal Economic Opportunity Department
Vendor Outreach Program
15 Kellogg Blvd. W.
Saint Paul, MN 55102
ContractCompliance@ci.stpaul.mn.us / (651) 266-8900



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VENDOR OUTREACH PROGRAM CONTRACTOR COMPLIANCE CHECK-LIST

Directions: Once you receive this Vendor Outreach Program Packet from your project manager, please complete the steps in Phase I immediately.

PHASE I: PRIOR TO PROJECT START

- Locate and identify certified vendors to include in your bid specifications by accessing the CERT certified database at <https://cert.smwbe.com/>
- Submit VOP ID of Prime & Subs Sheet in Excel format (this will be an Excel spreadsheet)
- Verify that your contract is listed in B2Gnow
- The prime must insert all subs that are on the draw request (note: all subs includes second tier subs, third tier subs, etc) into B2Gnow

PHASE II: CONSTRUCTION:

- The prime **must** insert all payments made to the subs by clicking on the "Compliance Audit List" tab at the top of the page
 - o **Prime MUST insert subs prior to a Draw Request.**
 - o **Draw Request will not be approved until current sub ID sheet and/or pay application matches sub list in B2Gnow.**
- Prime must instruct subs to confirm payments prior to submitting a draw request
- Subs will need to approve each of their payments entered by the prime per audit period in B2Gnow
- NOTE: If payments to subs are not inserted in B2Gnow, this will hold up approval of Draw Requests**

Directions: When you have completed work on a project, it is very important to signify completion in B2Gnow. This is the final step of compliance.

PHASE III: PROJECT END:

- Verify that all subs and all payments to subs have been entered into B2Gnow.
- Verify that the most recent Subcontractor ID Sheet submitted to the Vendor Outreach Coordinator matches up with the entries in B2Gnow.
- Verify that all subs have confirmed all payments prior to the final draw request.
- Indicate in B2Gnow that the audit is final.
- NOTE: A final Draw Request will not be approved unless everything is up to date and completed in B2Gnow.**

For questions, contact:

Human Rights and Equal Economic Opportunity Department
Vendor Outreach Program City Hall 280
Saint Paul, MN 55102

ContractCompliance@ci.stpaul.mn.us / (651) 266-8900



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VENDOR OUTREACH PROGRAM-SUBCONTRACTOR CHECKLIST

PHASE I: PRIOR TO PROJECT START

- Provide prime contractor with a list of all of your subcontractors and suppliers.

PHASE II: CONSTRUCTION:

- Confirm all payments entered by the prime. The database will send you an e-mail instructing you to log in and confirm payments per monthly audit.
- Report your subs and suppliers in B2Gnow, as well as their payments. (See the “Contractor Compliance Checklist” on the previous page for instructions on how to do this).
- NOTE: Draw Requests will be held up until subs confirm payments and report accordingly.

PHASE III: PROJECT END:

- Make sure you have confirmed all payments made to you by the prime once your work is complete.
- Ensure all of your subs and suppliers have been reported, as well as their payments.
- NOTE: Failure to confirm payments will result in payments being withheld until B2Gnow reflects a payment confirmation.

For questions, contact:

Human Rights and Equal Economic Opportunity Department
Vendor Outreach Program City Hall 280
Saint Paul, MN 55102

ContractCompliance@ci.stpaul.mn.us / (651) 266-8900

Exhibit F

Two Bid Policy

[See attached.]

Effective Date: January 21, 2009

**Policy Regarding
Requirement of Two (2) bids**

I. Purpose

The Housing and Redevelopment Authority of the City of Saint Paul, Minnesota ("HRA") has the power to engage in development and redevelopment activities under Minnesota Law, Chapter 469. To accomplish its objectives under Chapter 469, the HRA (i) awards financial assistance and contracts to profit and not-for-profit applicants, and (ii) contracts with community development corporations and other similar entities ("Conduit Organizations") to operate programs on behalf of the HRA.

The purpose of this policy is to require two (2) written bids for construction work by all recipients of HRA or Conduit Organizations Contracts and this requirement will also apply to single family residences. This policy is effective on the Effective Date for all new and pending requests for HRA or Conduit Organizations financial assistance and HRA Contracts not approved by the HRA Board of Commissioners. This Policy applies to the contracts for the entire project even though only a portion of the improvements are being funded with public assistance.

This policy does not apply to (i) those portions of a HRA or Conduit Organizations Contract that are self-performed by the recipient of the HRA or Conduit Organizations Contract or (ii) contracts involving 'soft costs' i.e. professional services.

II. Definitions

Contract(s) means any HRA or Conduit Organizations agreement or City STAR (i.e. sales tax) agreement involving financial assistance with a value of \$20,000 or more in any of the following forms: grant; contribution of personal or real property; with respect to a loan given by the HRA or Conduit Organizations, the present value of the difference in the interest rate given by the HRA or Conduit Organizations and that rate commercially available to the recipient; reduction or deferral of any tax, assessment or fee; guaranty of any loan, lease or other obligation; tax increment financing; tax credits; or other HRA or Conduit Organizations financial participation. Conduit bonds and bond host approval are excluded from this definition and this policy.

III. Minimum of 2 Bid requirement-All contracts.

1. For all Contracts, whether for single family residence or non-single family residence, in any of the forms described in Section II above, each applicant and recipient of public financial assistance must request and obtain at least two (2) written bids for the construction work to be performed under the Contract by the general contractor/construction manager and subcontractors and award the contract or contracts to the lowest responsible bidder.

IV. Waiver/Exemption

1. The requirements of this Policy may be waived in whole or in part by the HRA Executive Director or his/her designee after consideration of the advantages and disadvantages of a waiver, and upon a showing by the applicant of a compelling public purpose.
2. Subcontracts with entities that are the sole providers of a product or service are exempt from the competitive bid requirements of this Policy.

Effective Date: March 5, 2009

Supplement to Policy Regarding Requirement of Two {2} bids

The HRA's Policy Regarding Requirement of Two (2) bids ("Policy") requires, in part, that each applicant of public financial assistance request and obtain at least two {2} bids for the general contractor/construction manager contract and to award the contract to the lowest responsible bidder. As an alternative to fulfilling this requirement, *if* an applicant elects to negotiate a contract with a general contractor/construction manager in lieu of obtaining 2 written bids and awarding the contract to the lowest responsible bidder, then the applicant must contact at least 3 potential general contractors/construction managers and consider the following standards in making its decision to award the contract to particular general contractor/construction manager:

1. Experience in constructing the type of improvements being funded in whole or in part by the HRA.
2. Experience in the construction and management of publicly financed projects and familiarity with reporting requirements and accounting for public funds.
3. Having the licenses required by state, county and city authorities.
4. Proven track record of bringing similar projects to completion within budget, on-time and in an industry acceptable manner during the past five years.
5. Having the appropriate material, equipment, facility and personnel resources and expertise available, or the ability to obtain such resources and expertise, necessary to indicate the capability to meet all contractual responsibilities.
6. Previous and current compliance with federal laws, state statutes, and city ordinances and regulations applicable to the work of a contract.
7. Having sufficient financial resources to perform the contract.
8. Not being a debarred vendor under the City of St. Paul's debarment ordinance; or other state or federal debarment list.
9. History of complying with the HRA's requirements for affirmation action, apprenticeship training program, labor standards, vendor outreach program, project labor agreements, and other HRA requirements.
10. History of change orders on projects, including their frequency, size and percentage of total development cost.
11. Amount of proposed overhead profit and charges.
12. Amount of proposed general conditions charges.
13. Amount of proposed contingency.

Each applicant must submit to the HRA: (a) information and documents on the above described standards for each potential general contractor/construction manager, and (b) resulting rationale for selecting a particular general contractor/construction manager, before the HRA makes a decision on awarding any public assistance or executes a contract awarding public assistance.

The other provisions of the Policy remain in full force and effect including without limitation the requirement of receiving 2 bids from subcontractors.

April 14,
2009

Two (2) Bid Policy

Example 1.

Developer has hired architect and has full construction drawings. Developer solicits bids for construction contract. Developer must solicit 2 or more bids from general contractor and award contract to lowest responsible bidder. No need to solicit bids from those subcontractors whose bids are included in general contractor's bid.

In the case of a subcontractor whose bid is not included in the general contractor's bid but instead contracts directly with the developer, then two (2) or more bids are required from those subcontractors and contracts must be awarded to lowest responsible bidders.

Example 2.

Developer has no construction drawings and wants to retain general contractor/construction manager. Developer can elect to proceed under Supplement to Two (2) Bid Policy and contact at least 3 potential general contractors/construction managers. Developer must consider the 13 factors listed in Supplement and submit to HRA requested information and documents.

Full construction drawings are then prepared. Two (2) or more bids are required from the subcontractors and contracts must be awarded to lowest responsible bidders.

Example 3.

Recipient of public financial assistance is homeowner of single family residence who acts as his own general contractor. Homeowner must solicit 2 or more bids from each subcontractor and award contracts to lowest responsible bidder.

Exhibit G

Policy on the Use of Project Labor Agreements (Council File #09-584)

[See attached.]

**RESOLUTION
CITY OF SAINT PAUL, MINNESOTA**

Presented by

[Handwritten signatures and initials over the resolution title and "Presented by" line]

1 **WHEREAS**, in undertaking building and construction, parks and public works projects, the City of Saint
2 Paul has a compelling proprietary and economic interest in ensuring that construction proceeds in a timely,
3 cost-effective manner, with the highest degree of quality and with minimal delays and disruption, and with
4 the highest degree of safety for workers and the public; and
5

6 **WHEREAS**, a project labor agreement (“PLA”) is a form of multi-employer, multi-craft pre-hire
7 collective bargaining agreement covering terms and conditions of employment for construction employees
8 on a particular construction project; and
9

10 **WHEREAS**, throughout the country, public and private construction owners regularly utilize and require
11 PLAs for billions of dollars worth of construction each year; and
12

13 **WHEREAS**, the City and other public agencies and private owners in the City of Saint Paul have
14 successfully completed projects on time and on budget under PLAs for numerous projects; and
15

16 **WHEREAS**, the Rondo Library PLA entered into by the City of Saint Paul and the Saint Paul Building
17 and Construction Trades Council in December 2004 is one example of a PLA entered into by the City; and
18

19 **WHEREAS**, the PLAs entered into by the Saint Paul Public Schools, Regions Hospital, HealthEast/St.
20 Joseph’s Hospital, Concordia University and Upper Landing and the Saint Paul Building and Construction
21 Trades Council are other examples of PLAs entered into by contractors and labor organizations; and
22

23 **WHEREAS**, the City of Saint Paul wishes to formalize a process in which it reviews building and
24 construction, parks and public works contracts for the need to include PLAs that establish uniform terms
25 and conditions of employment for the contractors and craft construction employees working on a project,
26 because such have been shown to provide an effective mechanism for overall construction project staffing
27 and planning because they allow project owners to:
28

- 29 (i) Predict their labor costs and requirements up-front, and, therefore, more accurately estimate
30 actual total project costs; and
- 31 (ii) Promote cost-effective, timely, and safe construction project delivery, by providing access
32 to a reliable supply of properly trained and skilled construction craft personnel for all
33 aspects of the project; and
- 34 (iii) Assure greater productivity and quality from construction craft personnel, thereby yielding
35 cost-effective projects, while also reducing maintenance and repair costs over the life of the
36 project; and
- 37 (iv) Integrate work schedules and standardize work rules for the project, to provide a well-
38 coordinated, efficiently functioning construction worksite that will minimize delays, foster
39 labor harmony, promote quality, and maintain project safety; and
- 40 (v) Assure that construction will proceed without interruptions from staffing shortages, high
41 employee turnover, safety incidents, and labor disputes, by providing reliable project

42 staffing, contractual guarantees against work stoppages, and mutually binding procedures
43 for resolving disputes; and
44

45 **WHEREAS**, reference to the City of Saint Paul in this resolution also includes the Housing and
46 Redevelopment Authority of the City of Saint Paul, Minnesota.
47

48 **NOW, THEREFORE, BE IT RESOLVED**, that consistent with the City's role as a market participant in
49 purchasing construction services, the City of Saint Paul may require contractors and subcontractors to
50 abide by a PLA as a condition of working on a particular building construction, parks or public works
51 project under the following terms and conditions.
52

53 1. The City shall consider the use of a PLA on all building construction, parks or public works
54 projects involving a City contract with \$250,000.00 or more in city money. This requirement does not
55 apply if the City is a party to a joint powers agreement with another public entity for the project. Any
56 department or agency of the City that plans to undertake such a project shall timely submit the matter to the
57 City Council for a decision on whether to use a PLA for the particular project. Any decision on the use of a
58 PLA must be made before City approval of the project. Interested parties shall be given notice of the matter
59 and allowed ten days to respond. The City may use a PLA when it determines, in the exercise of its
60 discretion, that doing so will further its interests in promoting timely, cost-effective, and quality
61 construction with minimal delays and disruptions.
62

63 2. Upon request by the Administration, a Councilperson or an interested party, the City
64 Council will hold a public hearing at which interested parties may participate. The hearing will be held on
65 two weeks' notice in the customary manner that notices of City Council meetings are published. At this
66 hearing evidence may be presented as to the City's need for and interest in a PLA with respect to the
67 particular project.
68

69 3. The City, when considering whether to use a PLA on a particular project, shall undertake an
70 evaluation to determine whether doing so would advance its interests as project owner. Relevant criteria
71 for considering whether to use a PLA on a particular project include, but are not limited to, the following:
72

- 73 a. Size of the job;
- 74 b. Cost of the job;
- 75 c. Duration of the job;
- 76 d. Impact of any delays;
- 77 e. Amount of construction projects in the area competing for skilled workers;
- 78 f. The number of local collective bargaining agreements ("CBAs") that will expire
79 during the term of the project;
- 80 g. Number of crafts and CBAs in the geographic area;
- 81 h. Whether a majority of successful bidders on prior projects were union employers;
- 82 i. Record of good quality and efficient construction under previous PLAs; and
- 83 j. Impact on achieving vendor outreach program and workforce goals.
84

85 4. The City may retain a project manager, consultant or assign staff to prepare a report
86 analyzing whether it would serve the City's interests to use a PLA. If the City decides, based on its
87 evaluation, to use a PLA on a particular project it shall set forth the basis for its decision in writing. The

88 City's findings should analyze the particular benefits that a PLA could reasonably be expected to provide
89 to the City as project owner.

90

91 5. When the City has determined to use a PLA on a particular project, the City shall require its
92 general contractor to negotiate and enter into a PLA for the particular project.

93

94 6. When the City has determined to require a PLA on a particular project, the City shall
95 require execution of a PLA by the general contractor in the bid specifications and in all relevant bid
96 documents. The bid specifications shall make clear that bidding is open to union and nonunion
97 contractors, provided that a contractor that is a successful bidder agrees to become a party to and comply
98 with the PLA while working on the project.

99

100 7. Any such PLA used by the City shall meet the following criteria.

101

102 a. The PLA shall be made binding on all contractors and subcontractors working on the
103 site, and shall establish certain uniform job conditions;

104 b. The PLA shall set forth binding procedures for resolving any jurisdictional and labor
105 disputes arising during the construction process including disputes pertaining to
106 alleged violations of the PLA and in particular alleged violations of the prohibition
107 against strikes, lock-outs, handbilling, leafletting, or other similar disruptive job
108 actions;

109 c. The PLA shall contain guarantees against strikes, lock-outs, handbilling, leafletting,
110 and any other similar job actions that would disrupt construction;

111 d. The PLA shall provide that there shall be no discrimination against any employee or
112 applicant for employment because of his or her membership or non-membership in a
113 union or based on race, creed, color, sex, age, religion, or national origin of such
114 employee or applicant. For all employees not presently members of a union at the
115 outset of the Project, becoming and remaining a member of the union shall not be a
116 requirement for employment under the PLA. However, any employee who does not
117 become a member of the Union shall be required to pay the appropriate
118 representation fee, not to exceed dues or fees paid by union members. The PLA shall
119 provide for hiring from the applicable union hiring halls to ensure a steady supply of
120 highly skilled and trained craft workers. The PLA shall provide that there shall be no
121 discrimination in referrals or employment against any employee or applicant for
122 employment because of his or her membership or non-membership in a union or
123 based on race, creed, color, sex, age, religion or national origin of such employee or
124 applicant; and

125 e. The PLA shall not require any contractor to be or become a party to a collective
126 bargaining agreement on any other construction project in order to qualify to work
127 under a PLA implemented for a particular project.

128 f. The PLA shall require parties to make a demonstrable effort to achieving the
129 following objectives:

130 (i) Workforce diversity reflective of the region in partnership with capacity
131 strengthening employment programs such as Minnesota Build, Apprenticeship Opportunities Program, or
132 any other local, state, or national efforts that are recognized for achieving workforce diversity;

133 (ii) Maximum use of local businesses;

09-584

- 134 (iii) Maximum use of small businesses; and
- 135 (iv) Maximum use of minority, women, and low income persons and businesses
- 136 in a manner consistent with applicable federal, state, and local laws,
- 137 regulations, policies and grant requirements.
- 138

139 g. The Department of Human Rights and Equal Economic Opportunity shall collect
 140 and analyze data on the effectiveness of PLAs on achieving the goals and objectives
 141 stated in this Resolution and report its findings and recommendations to the Mayor
 142 within six months following the passage of this Resolution and annually thereafter.
 143

144 BE IT FURTHER RESOLVED, that City staff of the Department of Human Rights and Equal Economic
 145 Opportunity notify potentially interested parties, including but not limited to, Asian American Chamber of
 146 Commerce, Asian American Contractors Association, Associated Builders and Contractors, Associated
 147 General Contractors of Minnesota, Association of Women Contractors, Hispanic Chamber of Commerce
 148 of Minnesota, Minnesota American Indian Chamber of Commerce, National Association of Minority
 149 Contractors Upper Midwest (Saint Paul and Minneapolis), National Black Chamber of Commerce, Saint
 150 Paul Building and Construction Trades Council, Saint Paul Area Labor Federation, USPan Asian American
 151 Chamber of Commerce, of this resolution and request that they indicate whether or not they wish to be
 152 notified of projects with \$250,000 or more in City/HRA money.

	Yeas	Nays	Absent
Bostrom	✓		
Carter	✓		
Harris	✓		
Helgen	✓		
Lantry	✓		
Stark	✓		
Thune			✓
	6	0	1

Requested by Department of:
 Mayor's Office
 By: Sara Shewry
 Approved by the Office of Financial Services
 By: _____
 Approved by City Attorney
 By: [Signature]
 Approved by Mayor for Submission to Council
 By: Sara Shewry

Adopted by Council: Date 4/3/09
 Adoption Certified by Council Secretary
 By: [Signature]
 Approved by Mayor: Date 6/9/09
 By: [Signature]

09-584

Green Sheet NO: 3070817

Department/Office/Council: MO - Mayor's Office	Date Initiated: 27-MAY-09
--	-------------------------------------

Contact Person & Phone: Kris Fredson 266-8534
Must Be on Council Agenda by (Date):
Doc. Type: RESOLUTION
E-Document Required: Y Document Contact: Contact Phone:

➔

**Assign
Number
For
Routing
Order**

	Department	Sent To Person	Initial/Date
0	Mayor's Office		
1	Mayor's Office	Department Director	
2	City Attorney		Bjm
3	Mayor's Office	Mayor/Assistant	
4	Council		
5	City Clerk	City Clerk	

Total # of Signature Pages ____ (Clip All Locations for Signature)

Action Requested:
 Council Resolution establishing a Project Labor Agreement policy requiring the City, upon request by the Administration, a Councilperson or an interested party, to consider the use of a PLA on all building and construction, parks or public works projects involving a contract over \$250,000 or more in City money.

Recommendations: Approve (A) or Reject (R):

_____ Planning Commission

_____ CIB Committee

_____ Civil Service Commission

Personal Service Contracts Must Answer the Following Questions:

1. Has this person/firm ever worked under a contract for this department?
Yes No
2. Has this person/firm ever been a city employee?
Yes No
3. Does this person/firm possess a skill not normally possessed by any current city employee?
Yes No

Explain all yes answers on separate sheet and attach to green sheet.

Initiating Problem, Issues, Opportunity (Who, What, When, Where, Why):

Advantages If Approved:

Disadvantages If Approved:

Disadvantages If Not Approved:

Total Amount of Transaction: Funding Source: Financial Information: (Explain)	Cost/Revenue Budgeted: Activity Number:
---	--

Exhibit H

Sustainable Building Policy

[See attached.]



Legislation Text

File #: Ord 17-60, **Version:** 2

Establishing sustainable building regulations for buildings owned, operated, or funded by the City.

THE COUNCIL OF THE CITY OF SAINT PAUL DOES HEREBY ORDAIN

Section 1

For the purpose of creating new regulations pertaining to sustainable building, Saint Paul Administrative Code Chapter 81 is hereby created as follows:

Chapter 81. Sustainable Building.

Sec. 81.01. Declaration of Policy.

The purpose of this chapter is to provide for public health and welfare by increasing the environmental and financial sustainability of future development projects within the City of Saint Paul.

Sec. 81.02. Definitions.

For the purposes of this chapter, the following words and phrases shall have the following meanings:

(a) *City Funding* means funds provided for New Construction or Major Renovations provided by agreement from the City of Saint Paul or the Saint Paul Housing and Redevelopment Authority (HRA), including:

- (1) *Community Development Block Grants (CDBG)*
- (2) *Tax Increment Financing (TIF)*
- (3) *HOME Investment Partnership Program (HOME)*
- (4) *Multi-Family Housing Revenue Bonds*
- (5) *Low-Income Housing Tax Credits (LIHTC)*
- (6) *Any other Federal, State, or Metropolitan Council (Met Council) funding source*
- (7) *Any other City of Saint Paul funding source*
- (8) *Any other HRA funding source*

(9) *Notwithstanding the above, City Funding does not include the following:*

- a. *Department of Employment and Economic Development (DEED) Cleanup and Investigation Grants*
- b. *Met Council Tax Base Revitalization Account (TBRA) Contamination Cleanup Grants*
- c. *Met Council TBRA Site Investigation Grants*
- d. *Conduit Bonds issued for the benefit of qualified 501(c)(3) entities*

(b) *Developer* means the entity, whether public or private, that undertakes New Construction or Major Renovation, and to whom the provisions of this chapter apply.

- (c) Director means the Director of the Department of Planning and Economic Development or their designee.
- (d) Major Renovation means renovation work performed on a building or portion thereof consisting of at least 10,000 square feet, and requiring installation of new mechanical, ventilation, or cooling systems, or the replacement of such systems.
- (e) New Construction means the planning, design, construction and commissioning of a new building, or an addition to an existing building if such addition requires installation of new mechanical, ventilation, or cooling systems.
- (f) Saint Paul Overlay means specific measurable standards that New Construction and Major Renovations must meet, and which are to be promulgated by the Director. The Saint Paul Overlay must include requirements for the following:
 - (1) Predicted and actual energy use
 - (2) Predicted greenhouse gas emissions
 - (3) Predicted and actual use of potable water
 - (4) Predicted use of water for landscaping
 - (5) Utilization of renewable energy
 - (6) Electric vehicle charging capability
 - (7) Diversion of construction waste from landfills and incinerators
 - (8) Indoor environmental quality
 - (9) Stormwater management
 - (10) Resilient Design
 - (11) Ongoing monitoring of actual energy and water use

(g) Sustainable Building Standard means any of the following:

- (1) For commercial projects:
 - i. LEED for New Construction and Major Renovation; Certified Silver, Gold or Platinum
 - ii. State of Minnesota B3 Guidelines; Certified Compliant
 - iii. Saint Paul Port Authority Green Design Review (if applicable)
- (2) For residential projects:
 - i. LEED for New Construction and Major Renovation; Certified Silver, Gold or Platinum
 - ii. State of Minnesota B3 Guidelines; Certified Compliant
 - iii. GreenStar; Certified Silver, Gold or Platinum
 - iv. Green Communities; Certified
- (3) For parking structures:
 - v. Parksmart; Certified Silver or Gold

In the event that any of the above standards is determined by the Director to be obsolete, equivalent substitute standards may be utilized at the discretion of the Director until such time as this chapter may be updated to include new standards.

Sec. 81.03. Applicability.

This chapter applies to:

- (a) New Construction or the Major Renovation of facilities owned or operated by the City of Saint Paul or

the HRA.

- (b) New Construction or the Major Renovation of any facilities of which the City or HRA are, or will become, the sole tenant.
- (c) New Construction or Major Renovation of any facilities within the City of Saint Paul receiving more than \$200,000 of City Funding.

Sec. 81.04. Requirements.

- (a) New Construction or Major Renovations to which this chapter applies pursuant to Section 81.03 are required to be certified under an eligible Sustainable Building Standard at the listed rating level, and must meet the standards set forth in the Saint Paul Overlay.
- (b) For any projects to which this chapter applies under Sec. 81.03(c), compliance with this chapter must be a condition of receipt of City Funding.

Sec. 81.05 Waiver.

The requirements of this chapter may be waived, in whole or in part, by the Saint Paul City Council, or, in the event that the expenditure of City Funds is approved by the HRA, the HRA Board of Commissioners.

Section 2

This ordinance shall take effect and be in force on July 1, 2018, and apply to all projects for which schematic design is initiated on or after July 1, 2018.

Exhibit I

Form of Vertical Developer Notice Letter

_____, 20__

VIA [CERTIFIED U.S. MAIL]

City of Saint Paul (PED)
City Hall Annex
25 West 4th Street, Suite 1300
Saint Paul, MN 55102
Attn: Director of Planning and
Economic Development

Housing and Redevelopment Authority
of the City of Saint Paul, Minnesota (HRA)
1300 City Hall Annex
25 West Fourth Street
Saint Paul, MN 55102
Attn: Executive Director

City of Saint Paul (OFS)
700 City Hall and Courthouse
15 Kellogg Boulevard West
Saint Paul, MN 55102
Attn: Finance Director

Office of the City Attorney (CAO)
400 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102
Attn: HRA Attorney

Office of the City Attorney (CAO)
400 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102
Attn: City Attorney

RE: Notice of Submission of Application for Site Plan Approval

Dear Sir or Madam,

Pursuant to Section 9.3(b)(iii) of the Redevelopment Agreement dated December ____, 2019 by and among Project Paul, LLC, a Delaware limited liability company, the City of Saint Paul, Minnesota, a Minnesota statutory city (the "City") and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the "Authority"), this letter hereby notifies the City and the Authority of its submission of an application for site plan approval on [at least 120 days prior to anticipated issuances of a building permit].

Please contact _____ at (____) ____ - _____ or _____@_____ if you have any questions. Thank you.

Sincerely,

[Exhibit I to Joinder to Redevelopment Agreement]

Exhibit J

Form of Element Release

Certificate of Secondary Developer Completion and Release
(Ford Site)

Date: _____, 20____.

WHEREAS, the CITY OF SAINT PAUL, MINNESOTA, a municipal corporation and home rule charter city (the "City") and the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the "Authority") entered into that certain Redevelopment Agreement dated December __, 2019, with PROJECT PAUL, LLC, a Delaware limited liability company ("Developer"), recorded in the office of the Registrar of Titles in and for the Ramsey County, Minnesota, as Document No. _____ (the "Redevelopment Agreement"), regarding that certain parcel of land located in Saint Paul, Minnesota, consisting of approximately 122 acres which formerly contained a Ford car and truck assembly plant, and which is commonly known as the Ford Redevelopment Site (the "Redevelopment Area"), as more particularly described in the Redevelopment Agreement; and

WHEREAS, _____, _____ ("Secondary Developer"), pursuant to that certain Assignment and Assumption of Secondary Developer Obligations dated _____ and recorded in the office of the Registrar of Titles in and for the Ramsey County, Minnesota, as Document No. _____ (the "Assignment"), accepted the assignment of, assumed, and agreed to perform all Secondary Developer Obligations (as defined in the Assignment) relating to (i) that certain real property legally described in the attached **Exhibit A** (the "Development Property") and (ii) the development of the Development Property with certain Vertical Development (as defined in the Assignment); and

WHEREAS, a certificate of occupancy has been issued by the City for such Vertical Development;

NOW, THEREFORE, this is to certify (i) Secondary Developer has to the date hereof performed or caused to be performed said Secondary Developer Obligations in connection with the construction of such Vertical Development to the extent and in a manner deemed sufficient by the City and the Authority to permit the execution and recording of this instrument; (ii) that all Secondary Developer Obligations in the Assignment and the Redevelopment Agreement with regard to the Development Property are hereby terminated and released (except those Secondary Developer Obligations that run with the Development Property pursuant to an instrument recorded against the Development Property other than the Assignment or the Redevelopment Agreement (e.g., any affordable housing declaration of record); and (iii) the Ramsey County Registrar of Titles is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfaction and termination of such Secondary Developer Obligations relating to the Development Property and the release of the Development Property from the Assignment and the Redevelopment Agreement.

Notwithstanding anything to the contrary contained herein, this instrument shall not release or be deemed to release Developer, its successors and assigns, from the covenants, agreements, and obligations of Developer under the Redevelopment Agreement, which shall survive and continue in accordance with the terms and conditions of the Redevelopment Agreement.

IN WITNESS WHEREOF, the City and the Authority have caused this Certificate of Secondary Developer Completion and Release to be executed by its duly authorized representatives as of the date first written above.

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Director, Office of Financial Services

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___ by _____ and _____, the Director, Office of Financial Services of the City of Saint Paul, Minnesota, on behalf of the City.

Notary Public

HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Executive Director

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, the Executive Director of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, on behalf of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota.

Notary Public

This instrument drafted by:

Exhibit A

Legal Description of Development Property

[To be inserted at time of execution]

Exhibit R

Form of Outlot A Use and Maintenance Agreement

PRIVATE ALLEY USE AND MAINTENANCE EASEMENT

OUTLOT A

THIS USE AND MAINTENANCE EASEMENT (this “Easement”) is made and entered into effective December ___, 2019 (the “Effective Date”), between the CITY OF SAINT PAUL, MINNESOTA, a municipal corporation and home rule charter city (the “City” or “Grantor”) and PROJECT PAUL, LLC, a Delaware limited liability company (“Developer” or “Grantee”), and which, collectively are hereinafter referred to as “Parties”.

Recitals:

A. The Developer is the owner of certain real property situated in the city of Saint Paul (the “City”), county of Ramsey, state of Minnesota, (the “Property”), which such Property is a part of that certain larger parcel of land consisting of approximately 122 acres which formerly contained a Ford car and truck assembly plant and is commonly known as the Ford Redevelopment Site (the “Redevelopment Area”).

B. Developer has caused the Property to be subdivided into the lots, blocks, and outlots shown on the plat known as Ford, Ramsey County, Minnesota, as may be amended from time to time (the “Plat”).

C. The City and Developer are parties to that certain Redevelopment Agreement, dated December ___, 2019 (the “Redevelopment Agreement”)

D. Pursuant to the Redevelopment Agreement, the Developer agreed to convey the real estate identified as Outlot A on the Plat (“Outlot A”) to the City via quit claim deed, legal description attached hereto as Exhibit “A,” and the City agreed to grant Developer a non-exclusive easement for the use and maintenance of Outlot A as a private alley. “Private Alley” shall mean all structures, fixtures, personal property, and features located in the Outlot A, including, but not limited to, the pavement, lighting, signage, sidewalks, landscaping, ingress and egress points, and utilities.

THEREFORE, in consideration of the foregoing Recitals and the mutual promises, undertakings and covenants hereinafter set forth, and intending to be legally bound hereby, the City/Grantor and the Developer/Grantee hereby agree as follows:

1. Recitals. The Recitals are incorporated into this Easement by this reference, including the definitions set forth therein.

2. Grant of Easement. Subject to the terms and conditions of this Easement, the City hereby grants and conveys to the Developer and permittees of Developer, a perpetual, non-exclusive easement over, across, under and through Outlot A, for the sole purposes of (i) ingress and egress as a service road to and from Ford Parkway and Bohland Avenue, (ii) designing, engineering, constructing the Private Alley, and (iii) access over, under, upon, and through Outlot A for the use, operation, maintenance, repair, and replacement of the Private Alley. Once constructed as part of the Vertical Development on Block 3, Outlot A may not be used for storage or as laydown space, except for, during, and due to and limited to the construction of the Private Alley.

3. Outlot A Construction. Any and all construction within Outlot A shall be in accordance with the Redevelopment Agreement, dated December __, 2019. The Private Alley drive surface must be no less than twenty feet (20') in width, unobstructed, through its entire length, unless otherwise permitted by the City in writing.

4. Signs. Any and all traffic controlling signs must be submitted for review and approval by Public Works, which approval shall not be unreasonably withheld.

5. Grantee's Maintenance Obligations. The Grantee shall, at its sole cost and expense, operate, maintain and repair the Private Alley, including the removal of snow and ice, trash, debris, contaminants or pollutants and weeds and the trimming and removal of shrubs, plants, and trees, and in accordance with all relevant rules, laws, and/or regulations.

6. Reservations. The foregoing easement shall be subject to the following reservations as well as the other applicable provisions contained in this Easement:

(a) The City reserves and retains any and all other property and use rights in Outlot A (including, without limitation, the right to grant other easements over, under and upon Outlot A), so long as such use does not materially and unreasonably interfere with the Grantee's Easement. This easement neither grants nor permits the existence of new utility easements of any kind. Grantee has no authorization or rights to grant easements or leases.

(b) The City reserves and retains all its governmental authority.

7. Public Street and Termination of Easement. Contingent upon the City deciding to convert Outlot A into a public right-of-way or street, in its sole discretion, the City may terminate this Easement in its entirety upon delivery of a written notice of City's intention to terminate the Easement to Grantee at least 180 days in advance. The Easement shall automatically terminate on the date the City in writing establishes as the easement termination date or 180 days after delivery of the written notice of City's intention to terminate, whichever is later, subject to continued reasonable access by the Grantee during any period of construction undertaken by the City to convert Outlot A into a public right-of-way or street. Furthermore, if Grantee ceases to maintain Outlot A per section 5 above for over ten (10) consecutive months, then Grantor may terminate the Easement by seeking a district court order finding that the Grantee has failed to maintain Outlot A per section 5 and declaring that the Easement is therefore terminated. In the avoidance of doubt, specific performance is the intended remedy for Grantor due to Grantee's failure to maintain.

8. Insurance and Indemnification

(a) Insurance. Grantee shall, at its sole cost and expense, obtain and continuously maintain the minimum insurance coverage set forth below with respect to its operations and completed operations and/or the respective portion of the Private Alley Project or Outlot A for so long as (i) Grantee or its successor or assigns has a possessory or use interest in Outlot A or, (ii) any portion of Outlet A is within the control of Grantee. From time to time, at the reasonable request of the City, Grantee shall furnish proof to the City that such insurance is in effect.(1) Comprehensive General Liability. Comprehensive general liability insurance with limits against bodily injury (including death) and property damage of not less than \$5,000,000 per occurrence. The following provisions shall apply to the general liability policy, as well as any umbrella policy maintained by Grantee to comply with the insurance requirements of this Article:

(i) the coverage must include Commercial Form; Premises/Operations; Contingent Liability; Underground, Explosions, and Collapse Hazard (if excavation, blasting, tunneling, demolition or rebuilding of any structural support of a building is involved or explosion hazard exists); Products/Completed Operations; Contractual Liability Insurance; Operations of Subcontractors/Independent Contractors (if any part of the work is to be subcontracted); Broad Form Property Damage; Personal Injury; and Cross-Liability Coverage .

(ii) defense costs shall be payable in addition to policy limits;

(iii) there shall be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another; and

(iv) coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

(b) Professional Liability. For and during any design and construction of the Private Alley, professional liability insurance, including acts, errors and omissions arising out of the rendering of, or failure to render, professional services related to this Easement with coverage limits of not less than \$3,000,000 per occurrence. (c) All insurance policies required to be procured and maintained under this Article shall be written on an occurrence basis, unless only claims-based coverage is available or unless otherwise approved in writing by the City and Authority. All claims-based coverages shall be secured and provide insurance coverage for ten years post-termination of this Agreement.

(d) In lieu of separate policies, Grantee may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required by this Article, in which event Grantee will deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force. Any excess or umbrella policies used to meet the minimum limits required under this Article shall be at least as broad as the underlying coverage and shall otherwise follow form.

(e) All insurance required in this Article shall be obtained and continuously maintained during the periods of time required in this Article in responsible insurance companies selected by Grantee which are authorized under the laws of the State to assume the risks covered by such policies, provided, however, that such insurers shall have a minimum A.M. Best rating of "A-" or better and a financial size category of not less than "X".

(f) Grantee shall, or shall cause, each insurer to agree to give Grantee and City 30 days' prior written notice of cancellation or expiration of coverage of any policy of insurance issued by such insurer. Not less than 15 days prior to the cancellation or expiration of any policy of insurance, Grantee must provide the City evidence satisfactory to the each that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, or that there is no longer a requirement for such policy under the terms of this Easement.

(g) With the exception of worker's compensation/employer's liability and professional liability insurance, all insurance policies required under this Article (including coverage for both ongoing and completed operations) shall name the City as an additional insured or loss payee, as applicable.

(h) All insurance policies required to be procured and maintained by Grantee under this Article shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the City or the City Indemnified Parties may maintain, including any self-insurance or self-insured retention they may have. Any other insurance the City or the City Indemnified Parties may maintain shall be considered excess insurance only and shall not be called upon to contribute with Grantee's insurance.

(i) Grantee hereby waives all rights of subrogation against the City and the City Indemnified Parties. Each policy of insurance required of Grantee herein shall include a written waiver of subrogation in favor of the City and the City Indemnified Parties.

(j) Notwithstanding anything herein to the contrary, Grantee's failure to secure the insurance coverage set forth in this Article, failure to comply with the insurance provisions of this Article, or failure to secure such endorsements on the policies as may be necessary to carry out the terms and provisions of this Easement, shall in no way relieve Grantee from the obligations of this Easement, and shall constitute a Default.

(k) The minimum insurance requirements of this Article, or any subsequent approval of Grantee's insurance by the City shall not relieve or decrease the liability of Grantee under this Easement, including the defense and indemnification obligations of Grantee set forth in this Easement.

9. Release and Indemnification Covenants by Grantee. Grantee hereby releases the City and their respective body members, officials, officers, servants and employees, agents, contractors, consultants, and legal counsel (collectively, the "City Indemnified Parties") from, and covenants and agrees that the City and Indemnified Parties shall not be liable for, and agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the City and the City Indemnified Parties from and against, any and all damage to property or injury to or death of any person, loss, cost, fines, charges, damage and expenses, including reasonable attorney's fees, due to claims or demands of any kind whatsoever occurring at, about or in connection with any portion of the Outlot A or any improvements constructed thereon by Grantee or any acts or omissions of Grantee (including its contractors, subcontractors of any tier, and any party for which the foregoing are responsible) in connection with this Easement; except (x) to the extent such loss or damage is caused by the willful misrepresentation, negligence, or intentional misconduct of the City or another City Indemnified Party.10. No Waiver. The failure of Grantee or the City to enforce any of the terms or conditions in this Easement shall not be deemed a waiver of any rights or remedies which Grantee or the City may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms or conditions.

11. Notices. Except as otherwise expressly provided in this Easement, a notice, demand or other communication under this Easement by any party to any other shall be sufficiently given or delivered if it is (a) dispatched by registered or certified mail, postage prepaid, return receipt requested, (b) sent by recognized overnight courier (such as Federal Express), or (c) delivered personally, as follows:

If to Owner:	The address of record for real property tax assessment notices with respect to the Property.
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If to the City: City of Saint Paul (PED)
City Hall Annex
25 West 4th Street, Suite 1300
Saint Paul, MN 55102
Attn: Director of Planning and
Economic Development

With a copy to: City of Saint Paul (OFS)
700 City Hall and Courthouse
15 Kellogg Boulevard West
Saint Paul, MN 55102
Attn: Finance Director

With a copy to: Office of the City Attorney (CAO)
400 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102
Attn: City Attorney

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

12. Not a Public Dedication. Except for the rights specifically granted in this Easement, nothing in this Easement shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever.

13. Successors and Assigns. The easements granted hereby, and each reservation, covenant, condition and restriction contained in this Easement, including the benefits and burdens, shall run with the land and be binding upon the successors and assigns of Grantee, such that the provisions of this Easement shall burden Outlot A notwithstanding any sale or transfer of Outlot A, or any portion thereof, to a third party.

14. Amendment. Except as otherwise provided herein, the provisions of this Easement shall not be amended, terminated or deleted, except by an instrument in writing duly executed by the City and Owner.

15. Governing Law, Jurisdiction, Venue and Waiver of Trial by Jury. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Easement shall be controlled by, interpreted and determined in accordance with the laws of the state of Minnesota without regard to its conflict and choice of law provisions. Any litigation arising out of this Easement shall be venued exclusively in Ramsey County District Court, Second Judicial District, state of Minnesota and shall not be removed therefrom to any other federal or state court. The City and Owner hereby consent to personal jurisdiction and venue in the foregoing court. The City and Owner hereby waive trial by jury for any litigation arising out of this Easement.

16. Attorneys' Fees. Subject to the exclusion of costs set forth in section 6 above, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

17. No Waiver of Governmental Immunity and Limitations on Liability. Nothing in this Easement shall in any way affect or impair the City's immunity or the immunity of the City's employees, consultants and contractors, whether on account of official immunity, legislative immunity, statutory immunity, discretionary immunity or otherwise. Nothing in this Easement shall in any way affect or impair

the limitations on the City's liability or the liability of the City's employees, consultants and independent contractors. By entering into this Easement, the City does not waive any rights, protections, or limitations as provided under law and equity for the City or of its respective employees, consultants and contractors.

18. City Regulatory Authority. Nothing in this Easement shall be construed to limit or modify the City's regulatory authority.

19. Severability. If any provisions hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

20. Counterparts. This Easement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of this page intentionally left blank; signature on following page]

IN WITNESS WHEREOF, the City/Grantor and Developer/Grantee have caused this Easement to be duly executed in their names and on their behalf, all on or as of the date first above written.

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Mayor

By: _____
Its Director, Office of Financial Services

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____ and _____, the Mayor of the City of Saint Paul, Minnesota, on behalf of the City.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019 by _____ and _____, the Director, Office of Financial Services of the City of Saint Paul, Minnesota, on behalf of the City.

Notary Public

APPROVED AS TO FORM

Assistant City Attorney

Exhibit A

Legal Description of the Property

Outlot A, FORD, according to the recorded plat thereof, Ramsey County, Minnesota

Exhibit S

Form of Woodlawn Easement

Boulevard Easement Agreement
(Ford Site)

This Boulevard Easement Agreement (this “Agreement”), is made and entered into effective as of December ____, 2019 by PROJECT PAUL, LLC, a Delaware limited liability company (“Grantor”), its successors and assigns, for the benefit of the city of Saint Paul, Minnesota, a municipal corporation and home rule charter city (the “City”).

Recitals:

A. Grantor is the current owner of that certain real property located in the city of Saint Paul, county of Ramsey, state of Minnesota, and legally described on the attached as **Exhibit A** (the “Property”).

B. The City desires to use a portion of the Property for the construction and maintenance of certain sidewalks and public utilities.

C. Subject to the terms and conditions of this Agreement, Grantor is willing to grant an easement to the City for such purposes over and across that portion of the Property depicted and/or legally described on the attached **Exhibit B** (the “Easement Premises”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as set forth below.

1. **Grant of Easements.** Subject to the terms and conditions of this Agreement, Grantor hereby grants and conveys to the City perpetual, non-exclusive easements over, under, upon and across the Easement Premises for the purposes of (a) public access to, and use of, the sidewalks now or in the future located thereon; (b) the City and/or any City Parties installing, maintaining, repairing, and replacing any such sidewalk improvements; and (c) the City and/or any City Parties laying, constructing, repairing, maintaining, operating, and replacing underground public utilities and appurtenances reasonably related thereto. The “City Parties” are collectively the City, its employees, agents, contractors, subcontractors, suppliers, licensees, and franchisees.

2. **Other Easement Rights and Obligations.** The City and the City Parties shall have the right of temporary ingress and egress in, to, over, through and across the Property as reasonably necessary to exercise their rights and obligations under this Agreement. Neither the City nor any City Party shall construct or place any permanent structure, building, improvement, or fixture on any part of surface of the Easement Premises except as expressly permitted by this Agreement (e.g., sidewalks). Upon completion by the City or any City Party of any construction, reconstruction, repair, enlargement or maintenance of any improvements in any of the Easement Premises, the City shall cause the general surface of the ground to be restored, as nearly as may reasonably be, to the grade and condition it was in immediately prior to such work. Any excess earth resulting from installation shall be removed from the Property and adjacent right-of-way at no cost to Grantor.

3. **Maintenance, Repair and Replacement.** The City shall be responsible for maintaining, repairing, and replacing any improvements constructed or installed in the Easement Premises pursuant to this Agreement in accordance with any and all applicable laws, ordinances and regulations, and shall keep such property in good condition and repair (including replacing sidewalks when reasonably necessary), except that Grantor shall be responsible for snow and ice removal and mowing within the Easement

Premises as if the same were public right-of-way to the extent required by and in accordance with City ordinances.

4. Reservation of Rights. Grantor has retained the right to the undisturbed use and occupancy of the Easement Premises insofar as such use and occupancy is consistent with and does not impair any grant herein contained and except as herein otherwise provided, and Grantor specifically reserves the non-exclusive right of vehicular and pedestrian ingress and egress over any sidewalks and utilities situated from time to time in the Easement Premises.

5. No Waiver. The failure of Grantor or the City to insist upon strict performance of any of the terms or conditions hereof shall not be deemed a waiver of any rights or remedies which Grantor or the City may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms or conditions.

6. Not a Public Dedication. Except for the rights specifically granted in this agreement, nothing in this agreement shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever.

7. Successors and Assigns. The easements granted hereby, and each reservation, covenant, condition and restriction contained in this agreement, including the benefits and burdens, shall run with the land and be binding upon the successors and assigns of Grantor, such that the provisions of this agreement shall burden the Property notwithstanding any sale or transfer of the Property, or any portion thereof, to a third party.

8. Joinder; Permitted Encumbrance. Except for the mortgagee consent attached hereto, this agreement does not require the joinder or approval of any other person and Grantor has the full, unrestricted and exclusive legal right and power to enter into this agreement. This agreement shall constitute a permitted encumbrance under any loan agreement heretofore or hereafter entered into between Grantor and any lender.

9. Amendment. Except as otherwise provided herein, the provisions of this agreement shall not be amended, terminated or deleted, except by an instrument in writing duly executed by Grantor and the City.

10. Miscellaneous. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement shall be construed and governed by the laws of the state of Minnesota. If any provisions hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

[Remainder of this page intentionally left blank; signatures on following pages]

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Mayor

By: _____
Its Director, Office of Financial Services

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____ and _____, the Mayor of the City of Saint Paul, Minnesota, on behalf of the City.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019 by _____ and _____, the Director, Office of Financial Services of the City of Saint Paul, Minnesota, on behalf of the City.

Notary Public

APPROVED AS TO FORM

Assistant City Attorney

Exhibit A

Legal description of the Property

Lot 2, Block 8;

Lot 2, Block 9;

Lot 2, Block 14;

Park B;

Lot 2, Block 19;

Lot 1, Block 20;

Lot 2, Block 25;

Lot 1, Block 26;

Lot 2, Block 31;

Lot 1, Block 32;

Lot 2, Block 35;

Lot 1, Block 36;

all in FORD, according to the recorded plat thereof, Ramsey County, Minnesota.

Exhibit B

Depiction and/or Legal Description of the Easement Premises

©2019 Westwood Professional Services, Inc.

*The East 5 feet of Lot 2, Block 8;
The West 5 feet of Lot 2 Block 9;
The East 5 feet of Lot 2, Block 14;
The West 5 feet of Park B;
The East 5 feet of Lot 2, Block 19;
The West 5 feet of Lot 1, Block 20;
The East 5 feet of Lot 2, Block 25;
The West 5 feet of Lot 1, Block 26;
The East 5 feet of Lot 2, Block 31;
The West 5 feet of Lot 1, Block 32;
The East 5 feet of Lot 2, Block 35; AND
The West 5 feet of Lot 1, Block 36;
all in FORD, according to the recorded
plat thereof, Ramsey County, Minnesota.
Note: The above legal description will
become valid upon the filing of the
proposed plat of "FORD".*

Date: 11/15/19
Sheet: 1 OF 4

Westwood

Phone 662.627.6160 12711 19th Avenue Drive, Suite #200
Fax 662.627.6920 Minneapolis, MN 55425
Toll Free 888.627.6160 westwoodps.com
Westwood Professional Services, Inc.

Crew: _____
Checked: _____
Drawn: NC
Record Drawing by/date: _____

Project Paul

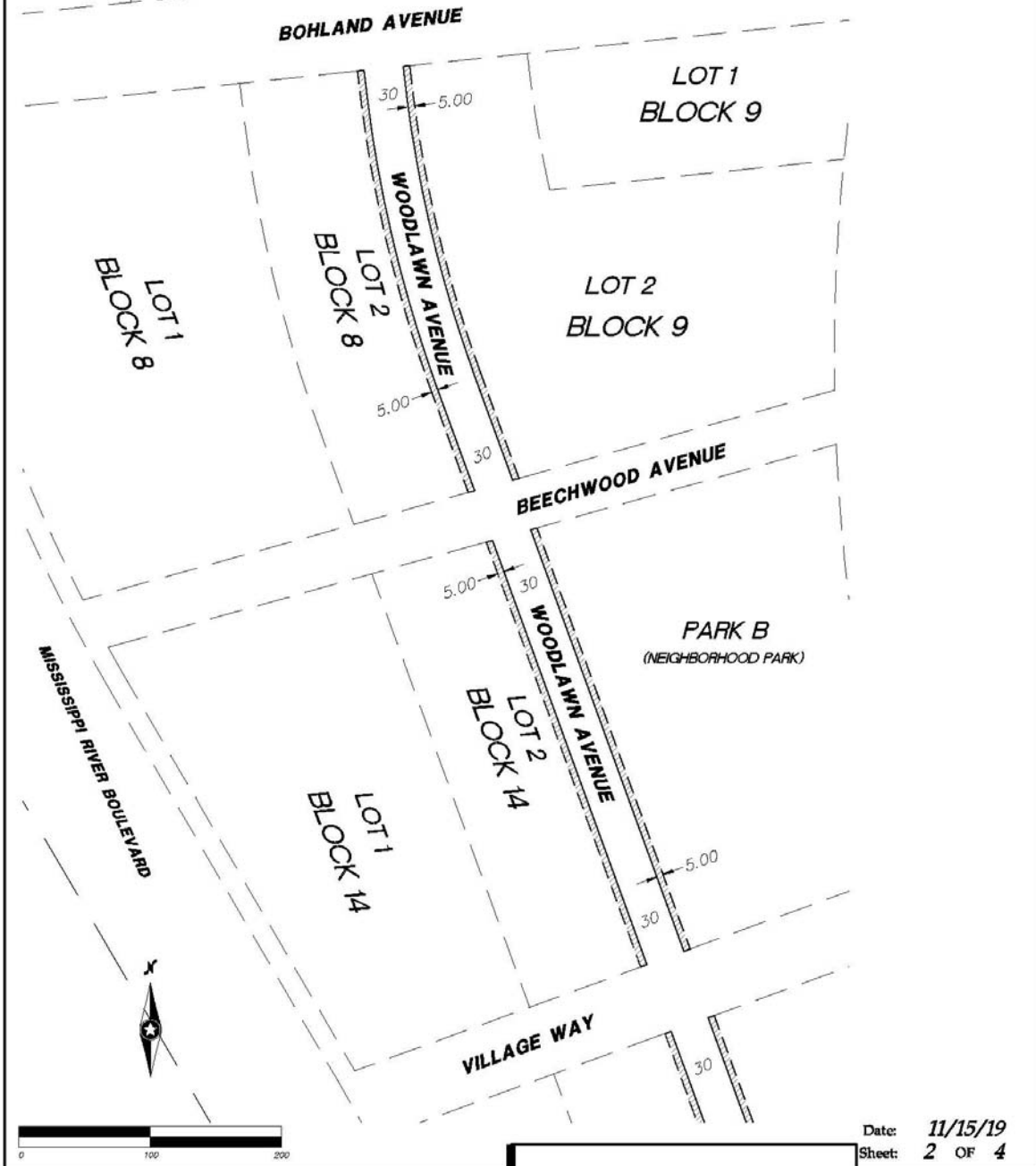
St. Paul, Minnesota

***Boulevard
Easement***

Exhibit

0015917ESF02_WOODLAND BLVD.dwg

 DENOTES BOULEVARD EASEMENT AREA



Date: 11/15/19
Sheet: 2 OF 4

Westwood

Phone: (651) 937-6160 12751 Whitestar Drive, Suite #300
Fax: (651) 937-6522 Minneapolis, MN 55424
Web: (651) 937-6100 westwoodps.com
Westwood Professional Services, Inc.

Crew: _____
Checked: _____
Drawn: NC
Record Drawing by/date: _____

Project Paul

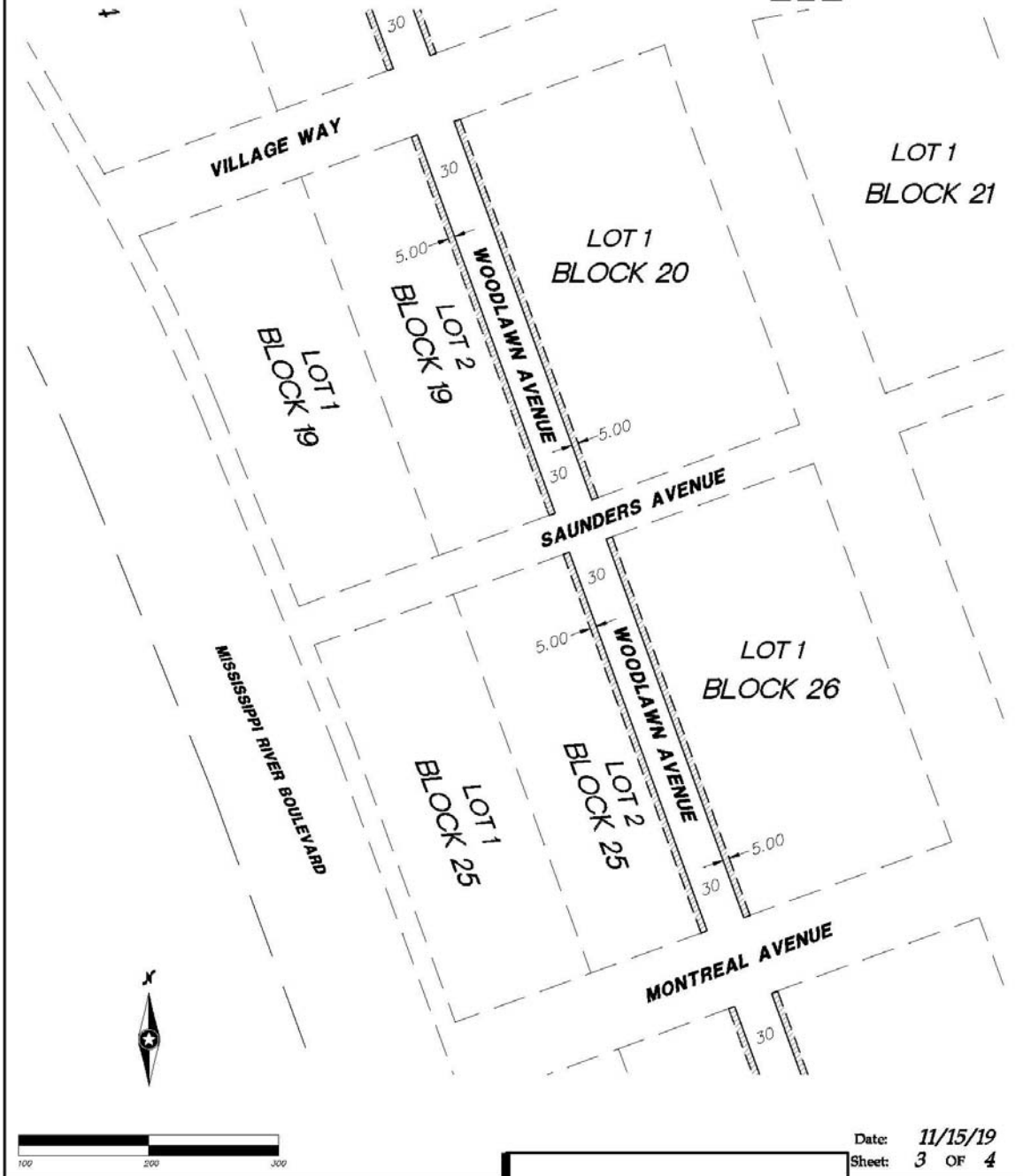
St. Paul, Minnesota

Boulevard Easement

Exhibit

0015917ESF02_WOODLAND BLVD.dwg

 DENOTES BOULEVARD EASEMENT AREA



Date: 11/15/19
Sheet: 3 OF 4

Westwood

Phone (652) 637-6160 12751 Whiteoak Drive, Suite #300
Fax (652) 637-6522 Minneapolis, MN 55424
Toll-Free (855) 927-6100 westwoodps.com
Westwood Professional Services, Inc.

Crew: _____
Checked: _____
Drawn: NC
Record Drawing by/date: _____

Project Paul

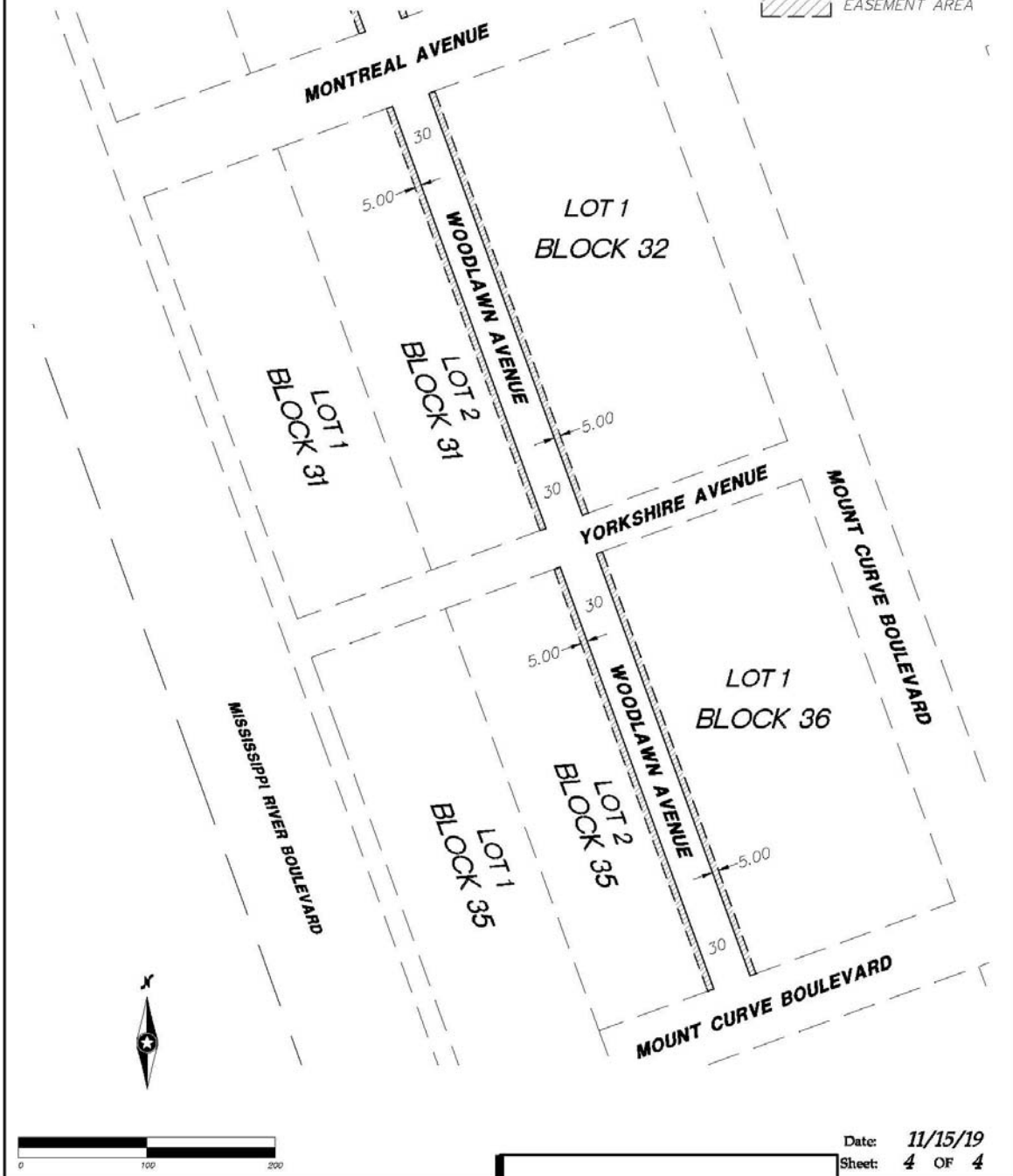
St. Paul, Minnesota

Boulevard Easement

Exhibit

0015917ESF02_WOODLAND BLVD.dwg

 DENOTES BOULEVARD EASEMENT AREA



Date: 11/15/19
Sheet: 4 OF 4

Westwood

Phone (652) 537-6160 12751 Whitestar Drive, Suite #300
Fax (652) 537-6122 Minneapolis, MN 55424
WebSite (652) 537-6100 westwoodps.com
Westwood Professional Services, Inc.

Crew: _____
Checked: _____
Drawn: NC
Record Drawing by/date: _____

Project Paul

St. Paul, Minnesota

Boulevard Easement

Exhibit

0015917ESF02_WOODLAND BLVD.dwg