

Reference Numbers:

MT Project: 61501
Metropolitan Council: 26I029
St. Paul Regional Water Services: **TBD**

PROJECT: GOLD LINE BUS RAPID TRANSIT EXTENSION

PARTIES:

- **Metropolitan Council**
- **St. Paul Regional Water Services, State of Minnesota**

FUNDING AGREEMENT

St. Paul Regional Water Services – RE: Temporary Water Services

This Funding Agreement ("Agreement") is entered into by and between the Metropolitan Council ("Council"), a public corporation and political subdivision of the State of Minnesota, and the Board of Water Commissioners of the City of St. Paul ("Board"), a municipal corporation under the laws of the State of Minnesota doing business as Saint Paul Regional Water Services ("SPRWS"), herein collectively referred to as the "Parties" and individually as a "Party." This Agreement pertains to the Council's proposed METRO Gold Line Bus Rapid Transit Extension ("GBRTE") Project (the "Project").

WHEREAS:

1. The Council, metropolitan area cities, public agencies, and transit funders are engaged in activities to develop the Project. The Gold Line Bus Rapid Transit Extension Project will provide faster, more reliable, and more attractive bus transit service from downtown Minneapolis to downtown St. Paul. Connecting to the existing Gold Line route, the extension will provide a one-seat ride to the east metro cities of Maplewood, Landfall, Oakdale, and Woodbury.
2. The Parties desire to enter this Agreement to reimburse SPRWS for their costs in providing temporary water services and inspection as described in Exhibits A and B of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE 1. PURPOSE

- 1.01 Purpose of Agreement:** The purpose of this Agreement is to provide:
- a. A method for reimbursement to SPRWS for the costs to provide temporary water services and inspection during construction as described in Exhibits A and B in connection with and in support of the Project; and
 - b. Contractual provisions that address compliance with laws and regulations as well as Council procedures.

ARTICLE 2. SPECIFIC PROVISIONS

2.01 General Purpose of Funds: The Council will reimburse SPRWS for the costs to provide temporary water and inspection services during construction as described in Exhibits A and B.

2.02 Project Activity Period. The Project Activity Period for the purposes of this Agreement shall run from August 1, 2026, to November 30, 2026, or until reimbursement of costs for services described in Exhibit B is complete or unless terminated earlier consistent with the terms of a subsequent agreement or an amendment to this Agreement.

2.03 Amount of Authorized Funding. The total cost authorized by this Agreement shall be up to but not exceeding the amount of \$25,000 (“Maximum Authorized Amount”), unless the Maximum Authorized Amount is increased through an amendment to this Agreement.

2.04 Payment to SPRWS. The Council shall pay SPRWS under this Agreement as follows:

- a. Payment to SPRWS shall be on a reimbursement basis based upon the submittal of invoices satisfactorily evidencing the expenditure of funds. Each invoice shall include an itemized list of expenses, including the date each expense was incurred.
- b. SPRWS shall submit invoices to the following address:

Gold Line Bus Rapid Transit Project Office
 Metro Square Building
 1217th Place East, Suite 102
 St. Paul MN 55101

- or to such other address or person as the Council may designate by notice in writing.
- c. After receipt of an invoice, the Council may request additional information from SPRWS regarding the invoice in order to verify the accuracy and appropriateness of the expenditures for which reimbursement is requested or as otherwise required.
 - d. Upon receipt of an invoice, the Council will make prompt payment of undisputed amounts as required by Minnesota Statutes, Section 471.425. Under either 49 C.F.R. § 18.22 or Minnesota State Statutes Section 471.425, the Council may dispute or deny part or all of any invoice payment request if it reasonably believes that the requested payment does not conform to the terms of this Agreement. The Parties will promptly meet to review and discuss any disputed or denied payment requests and the dispute resolution process outlined in this Agreement will ensue if the Parties cannot agree. If the Council does not pay the invoiced amount within 35 days of its receipt, the Council shall pay interest on the non-disputed amount at the rate of 1-1/2 percent per month.
 - e. No invoice payment shall be made by the Council without prior amendment to the Agreement which would cause distribution of funds to exceed, cumulatively through such payment, the Maximum Authorized Amount under this Agreement.
 - f. Distribution of any funds to SPRWS pursuant to an invoice, or approval of any report, shall not be construed as a Council waiver of any SPRWS noncompliance with this Agreement.

2.05 Repayment of Unauthorized Use of Funds. Upon a finding by the Council that SPRWS has made an unauthorized or undocumented use of funds, and upon a demand for repayment issued by the Council and supported by the reason for the finding, if SPRWS agrees, SPRWS shall promptly repay such amounts to the Council. If SPRWS disagrees, the Parties will

promptly meet to review and discuss any challenged use of funds already paid and the dispute resolution process outlined in this Agreement will ensue if the Parties cannot agree. Neither Party shall be deemed to have waived any rights or remedies available under state law, federal law, common law, or otherwise.

2.06 Prompt Payment to Subcontractors. Consistent with Minnesota Statutes, Section 473.142(f), if SPRWS subcontracts any portion of the work under this Agreement, SPRWS shall pay such subcontractor within 10 Days of SPRWS's receipt of payment from the Council for undisputed services provided by the subcontractor. SPRWS shall not, by reason of said payments, be relieved from responsibility for work done by the subcontractor and shall be responsible for the entire work under this Agreement until the same is finally accepted by the Council.

2.07 Establishment and Maintenance of Information. SPRWS agrees to establish and maintain accurate, detailed, complete, and separate books, accounts, financial records, documentation, and other evidence relating to the receipt and expenditure of all funds from the Council. All such information shall be established and maintained in accordance with generally accepted government accounting principles and practices and shall be retained intact by SPRWS until the latest of:

- a. Complete performance of this Agreement;
- b. Six years following the term of this Agreement;
- c. Six years following the close out of the Project by the Council; or
- d. If any litigation, claim, or audit is commenced during any such periods, when all such litigation, claims or audits have been resolved.

If SPRWS engages any contractors to perform any part of the activities reimbursable by the Council, SPRWS agrees that the contract for such services shall include provisions requiring the contractor to establish and maintain information in accordance with the provisions of this Article and to allow audit of such information in the same manner provided with respect to SPRWS in this Agreement.

This provision shall survive termination of this Agreement.

2.08 Audit. The accounts and records of SPRWS relating to costs reimbursable by the Council shall be audited in the same manner as all other accounts and records of SPRWS are audited. During the time of maintenance of information this Agreement, authorized representatives of the Council; the Legislative Auditor and/or State Auditor in accordance with Minnesota Statutes, Section 16C.05, subdivision 5; will have access to all such books, records, documents, accounting practices and procedures, and other information for the purpose of inspection, audit, and copying during normal business hours. Proper facilities for such access and inspection shall be provided by SPRWS.

This provision shall survive termination of this Agreement.

2.09 Use of Contractors. If SPRWS engages any contractors to perform any activities reimbursable by the Council under this Agreement, SPRWS agrees that the contract for such services shall include all of the following provisions. These requirements are in addition to other requirements for such contracts set forth in this Agreement.

- a. The contractor must maintain all records and provide all reporting as required by this Agreement.
- b. The contractor must defend, indemnify, and save harmless the Council from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused in whole or in part by any negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.
- c. The contractor must provide and maintain insurance in amounts and types of coverage appropriate to the contracted work and naming the Council as an additional insured and provide to SPRWS a certificate of insurance evidencing such insurance coverage.
- d. The contractor must be an independent contractor for the purposes of completing the contracted work.
- e. The contractor must acknowledge that the contract between SPRWS and the contractor does not create any contractual relationship between the Council and the contractor.
- f. The contractor shall perform and complete the contracted work in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the contracted work.

2.10 Contract Information. SPRWS shall, in connection with any contract entered into for the Project:

- a. Keep the Council informed as to the progress of such contract;
- b. Allow authorized representatives of the Council access to all meetings and documentation related to such contract;
- c. Upon request, promptly provide the Council with copies of correspondence between SPRWS and the contractor related to any such contract; and
- d. In addition to terms specified in this Agreement, include within the Contract Documents with the contractor appropriate insurance, indemnification, and liability provisions as negotiated and accepted by SPRWS and the contractor. The Council expects the contract documents will include the following:
 1. The contractor's insurance will list the Council as an additional insured under the contractor's policy with a minimum 30-day cancellation period;
 2. The contractor will defend and indemnify the Council;
 3. The Council will be a beneficiary of the performance and payment bonds;
 4. All warranties will extend to the Council; and
 5. The Council will be a third-party beneficiary to the contract with the contractor which will give the Council the authority to enforce the provisions of the contract.

2.11 Prompt Payment to Subcontractors. Consistent with Minnesota Statutes, Section 473.142(f), if SPRWS subcontracts any portion of the work under this Agreement, SPRWS shall pay such subcontractor within 10 Days of SPRWS's receipt of payment from the Council for undisputed services provided by the subcontractor. SPRWS shall not, by reason of said payments, be relieved from responsibility for work done by the subcontractor and shall be responsible for the entire work under this Agreement until the same is finally accepted by Council.

ARTICLE 3. GENERAL PROVISIONS

3.01 Purpose. The purpose of Article Three of this Agreement is to establish the general provisions that apply to this Agreement.

3.02 Independent Contractors. The Parties agree that any and all persons employed by or on behalf of a Party to perform any work or duties as an agent of a Party under this Agreement shall not be considered employees of the other Party. Any and all claims that may or might arise under the Workers Compensation Act of Minnesota on behalf of said employees or persons while so engaged, and any and all claims made by any third person as a consequence of any act or omission on the part of said employees or persons while so engaged in any of the work contemplated in this Agreement, shall not be the obligation or responsibility of the other Party. This Agreement is not intended to constitute an interchange of government employees within the meaning of Minnesota Statutes, Section 15.51, *et seq.*

3.03 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all oral agreements and negotiations between the Parties relating to the subject matter of this Agreement.

3.04 Non-Waiver of Immunity and Limits. Nothing in this Agreement shall be construed to waive the immunities or liability limits provided in Minnesota Statutes, Section 3.736, or Minnesota Statutes, Chapter 466, or other applicable state or federal law. The provisions of Minnesota Statutes, Section 471.59, subdivision 1a, specifically apply to this Agreement.

3.05 Amendments. The terms of this Agreement may be changed only by mutual agreement of the Parties. Such changes shall be effective only upon the execution of written amendments signed by authorized officers of the Parties to this Agreement.

3.06 Non-Waiver. The failure of either Party at any time to insist upon the strict performance of any or all of the terms, conditions, and covenants in this Agreement shall not be deemed a waiver by that Party of any subsequent breach or default in the said terms, conditions, or covenants by the other Party.

3.07 Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either Party.

3.08 Assignment Prohibited. Neither Party shall assign their obligations under this Agreement without receiving the express written consent of the other Party.

3.09 Time. The Parties agree that all obligations undertaken under this Agreement will be diligently performed in a manner consistent with the proper exercise of professional care and with due consideration to project timelines and constraints.

3.10 Notices. Except as otherwise expressly provided in this Agreement, all requests, notices, demands, authorizations, directions, consents, waivers or other communications required or permitted under this Agreement shall be in writing and shall either be:

- a. Delivered in person;
- b. Deposited postage prepaid in the certified mails of the United States, return receipt requested;
- c. Delivered by a nationally recognized overnight or same-day courier service that obtains receipts; or
- d. Delivered via email attachment.

Such communications shall be directed to the individuals specified below or to such other persons and at such other addresses as either Party may at any time or from time to time designate for itself by notice in accordance with this section. Each such request, notice, demand, authorization, direction, consent, waiver or other document shall be deemed to be delivered to a Party when received at its address set forth or designated as above provided.

For the Council:

Project Director or other designee
 METRO Gold Line BRT Extension Project Office
 Metro Square Building
 1217th Place East, Suite 102
 St. Paul MN 55101
 Phone: 651-602-1993
 E-mail Address: steve.barrett@metrotransit.org

For SPRWS:

Luke Sandstrom, PE or other designee
 St. Paul Regional Water Resources
 1900 Rice Street
 St. Paul MN 55113
 Phone:
 E-mail address :

3.11 Dispute Resolution. A dispute resolution process shall be used for any unresolved issue, dispute or controversy between the Parties before any legal remedies are exercised. The dispute resolution process contains a three-level dispute resolution ladder that escalates a dispute from the project management level through the executive management level. SPRWS is represented from Level 1 to 3 in the following order: SPRWS Project Engineer, SPRWS Engineering Division Manager, and SPRWS General Manager. The Council is represented from Level 1 to 3 in the following order: Deputy General Manager, General Manager, and Regional Administrator. At each level, representatives of the Parties shall meet and continue to explore resolution until either Party determines, in good faith, that effective

resolution is not possible at the current level and notifies the other Party that the process is elevated to the next level. If either or both Parties make such a determination at any point during issue resolution at Level 3, then the dispute resolution process has been exhausted.

3.12 Project Manager. The Council's Project Manager for purposes of administration of this Agreement is the person whose title is listed in Section 3.10 or such other person designated in writing by the Council's Regional Administrator. SPRWS's Project Manager for purposes of administration of this Agreement is the person whose title is listed in Section 3.10, or such other person designated in writing by SPRWS. SPRWS's Project Manager shall coordinate the carrying out of the SPRWS 's obligations under this Agreement. Unless specifically and duly authorized by the Parties' respective governing bodies or adopted administrative procedures, the Parties' Project Managers are not authorized to execute amendments to this Agreement.

3.13 Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota. Venue for all legal proceedings arising out of or relating to this Agreement, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

3.14 Effective Date and Termination. This Agreement shall be effective upon full signature. This Agreement shall terminate upon the earliest of:

- a. Completion of the Project and reimbursement of all costs provided for in this Agreement;
- b. A determination by the Council that the Project or Agreement cannot proceed;
- c. A determination by SPRWS that the Agreement cannot proceed;
- d. A determination by the Council that sufficient funds do not exist, or are not reasonably projected to exist, in order to complete the Project or Agreement;
- e. The Council providing ninety days (90) advance written notice to SPRWS that it is terminating this Agreement.

SPRWS agrees that Project closeout or termination of this Agreement does not invalidate continuing obligations imposed on SPRWS by this Agreement. Project closeout or termination of this Agreement does not alter the Council's authority to disallow costs and recover funds on the basis of a later audit or other review and does not alter SPRWS's obligation to return any funds determined to be due to the Council.

The Council agrees that Project closeout or termination of this Agreement does not invalidate continuing obligations imposed on the Council by this Agreement. Project closeout or termination of this Agreement does not alter SPRWS's authority to disallow costs and recover funds on the basis of a later audit or other review and does not alter the Council's obligation to return any funds determined to be due to SPRWS.

3.15 Exhibits. All attached exhibits are deemed to be incorporated into this Agreement.

3.16 Breach by SPRWS. If SPRWS materially breaches the terms, covenants, or conditions which this Agreement requires SPRWS to perform, Council will notify SPRWS of the breach within a reasonable time after Council becomes aware of the breach. SPRWS will then be given a reasonable time period to cure the breach. If the breach is not cured within 90 days, then

senior management from SPRWS and Council will meet in good faith to discuss the breach and the measures taken to remedy it. If the meeting between senior management from Council and SPRWS doesn't result in a cure or a plan to effect a cure that is satisfactory to Council, then Council may terminate this FA upon 90 days' written notice to the SPRWS. If circumstances dictate that the breach must be cured immediately, and Council is forced to cure the breach, SPRWS will reimburse Council for the reasonable costs of effecting the remedy. Council retains the right to collect any damages from SPRWS that occurred as a result of SPRWS's breach.

3.17 Breach by Council. If Council materially breaches any of the terms, covenants, or conditions which this FA requires Council to perform, SPRWS will immediately notify Council of the breach. Council will then be given a reasonable time period to cure the breach. If the breach is not cured within 90 days, then senior management from SPRWS and Council will meet in good faith to discuss the breach and the measures taken to remedy it. If the meeting between senior management from Council and SPRWS doesn't result in a cure or a plan to effect a cure that is satisfactory to SPRWS, then SPRWS may terminate this FA upon 90 days' written notice to Council. If circumstances dictate that the breach must be cured immediately, and SPRWS is forced to cure the breach, Council will reimburse SPRWS for the reasonable costs of effecting the remedy.

3.18 Data Practices. The Parties will comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data created, collected, received, stored, used, maintained, or disseminated in accordance with this Agreement. The civil remedies of Minnesota Statutes, section 13.08, apply to the release of the data referred to in this section by either Party.

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

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

METROPOLITAN COUNCIL

By: _____

Its: _____

Date: _____

BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL

Approved as to form:

By: _____
President

By: _____
General Manager

Date: _____

Date: _____

By: _____
Secretary

By: _____
City Attorney

Date: _____

Date: _____

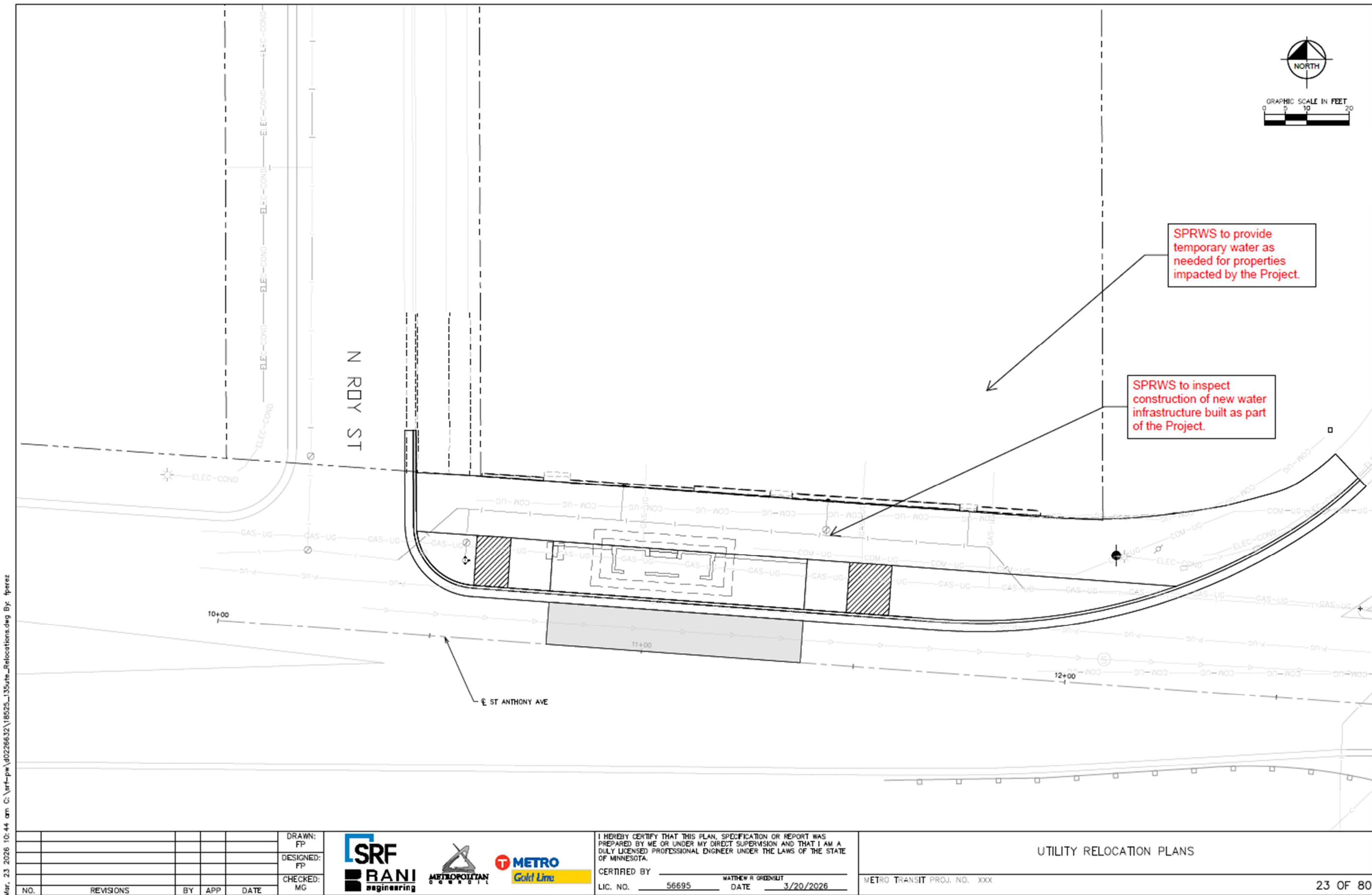
By: _____
Director, Office of Financial Services

Date: _____

LIST OF EXHIBITS

Exhibit	Description
A	Design sheets depicting location and description of services funded under this Agreement
B	Cost Estimate for Temporary Water and Inspection

Exhibit A: Design sheets depicting location and description of services funded under this Agreement



Mar. 23 2026 10:44 am C:\art-pw\0226632\18525_135\ute_Relocations.dwg By: fperez

NO.	REVISIONS	BY	APP	DATE

DRAWN: FP
 DESIGNED: FP
 CHECKED: MG



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 CERTIFIED BY: MATTHEW R. GREENSLT
 LIC. NO. 56695 DATE 3/20/2026

UTILITY RELOCATION PLANS
 METRO TRANSIT PROJ. NO. XXX
 23 OF 80

**Exhibit B
Cost Estimate for Temporary Water and Inspection**

**Watermain Inspection Cost
Estimate**

Saint Paul Regional Water

Purpose

This form is used to provide a rough estimate of the inspection costs where a Damage Prevention Inspector is required to be present for the installation of project watermain, services, and other features. This is only an estimate and actual costs will vary based upon site conditions, contractor competence and efficiency, and other factors. Actual costs will be determined after the project is completed and overages will be billed or refunds issued for excess

Enter information below		Cost Estimate	Reasoning Breakdown
Project Name	Goldline Extension		
Estimate By:	James Yapp		
Date:	4/22/2026 13:05		
Total Main Footage	200	\$440.00	Estimate basis assumes 400' of main laid per 8 hr day @ \$110/hr inspection cost
Hydrants	1	\$440.00	Estimate assumes 4 hrs/hydrant @ \$110/hr inspection
Services	3	\$440.00	Estimate assumes 6 services a day per 8 hr day @ \$110/hr inspection and testing
Testing main sections	1	\$1,760.00	Estimate assumes 16 hrs over a three day period for testing (conductivity/pressure/bacterial) and flushing
		\$3,080.00	Total

WORK DESIGN ESTIMATE REPORT

REPORT SELECT Criteria:
Report Ordered By:

WORK_DESIGN_NO_
PLANT

Project / Subproject:
Work Design No.
Gold Line Extension Utilities -
DESIGN ESTIMATE SUMMARY

	AMOUNT	
Material	\$	-
Labor	\$	732.30
Equipment	\$	128.00
OTHER Costs	\$	544.29
Subtotal	\$	1,404.59
Contractor Amount	\$	-
Subtotal with Contractor	\$	-
State	\$	-
Federal	\$	-
Local	\$	-
Estimated Total	\$	1,404.59

DETAILS

MATERIAL ADDITIVES - BILLABLE	\$	-
ENGINEERING ADDITIVE	\$	98.86
FRINGE - REGULAR TIME	\$	311.23
OVERHEAD ADDITIVE	\$	134.21
Other Costs Total	\$	544.29

Craft	Description	# of People	Hours	Rate	Total
277-C	H WATER UTILITY WORKER I	3	8	35.27	\$ 282.16
530021	WATER LABRATORY TECH II (530021), ACTIVE	1	2	29.51	\$ 59.02
369B	B WATER DISTRIBUTION SUPV II	1	8	48.89	\$ 391.12
				Subtotal	\$ 732.30

Equipment	Description	Qty	Duration	Rate	Total
W_E573-26	Water - 2026 Ford F350 #573 4X4 Pickup (W_E573-26), Active	3	8	11	\$ 88.00
W_E557-26	Water - 2026 Ford Transit Van #557 (W_E557-26), Active	1	2	20	\$ 40.00
				Subtotal	\$ 128.00

Material	Stock Type/Code	Item description	Qty	UOM	Unit price	Total
Str.			0	EA		
			0	EA		
			0	EA		
			0	EA		
			0	EA		
			0	EA		
			0	Subtotal	\$	-