REQUEST FOR PROPOSALS (RFP)

FOR

PROJECT COORDINATION, CORRIDOR AND INTERSECTION ANALYSIS, PUBLIC & AGENCY INVOLVEMENT, ENVIRONMENTAL DOCUMENTATION, PRELIMINARY ENGINEERING, & FINAL TRAFFIC SIGNAL ENGINEERING

75th STREET NORTH / STILLWATER ROAD (CSAH 12) CORRIDOR MANAGEMENT AND SAFETY IMPROVEMENT PROJECT

FROM MAHTOMEDI AVE/WILDWOOD RD TO JAMACA AVENUE NORTH (CSAH 9)

Note: A “Qualification Based Selection” method will be used to review proposals submitted in response to this RFP. The responder must not include price information either in the body of the proposal or as a separate submittal.

This RFP contains the following sections:

1. PROJECT INFORMATION
2. SCOPE OF WORK AND DELIVERABLES
3. PROPOSAL CONTENT
4. PROPOSAL EVALUATION
5. PROPOSAL SUBMITTAL
6. PROPOSAL QUESTIONS
APPENDIX A: CONTRACT TERMS AND CONDITIONS
1. **PROJECT INFORMATION**

1.1. **PROJECT OVERVIEW**

The Washington County Public Works Department is issuing this request for proposal (RFP) to provide identification of near and long-term corridor improvements, stakeholder engagement, environmental documentation, preliminary highway design, and final traffic signal design services for CSAH 12 (75th Street North / Stillwater Blvd) from Mahtomedi Ave/Wildwood Rd to Jamaca Avenue North (CSAH 9).

This portion of CSAH 12 extends (from west to east) through downtown Mahtomedi and Willernie to a developing area of Mahtomedi and Grant past Mahtomedi High School, Middle School, and Wildwood Elementary School. Also along the corridor are commercial and residential properties, a church, library, ball field complex, a fire station, and proposed new developments, including an assisted living center (opening in 2016).

This Corridor Management and Safety Improvement project is intended to improve operations and safety along the corridor by evaluating intersection options, capacity, lane configuration, drainage, and sidewalk/trail options to accommodate current traffic and pedestrian levels as well as future traffic, bicycle and pedestrian growth. The consultant will complete a corridor study and public engagement process that will assist stakeholders in prioritizing improvements, culminating in a community accepted project to be advanced through preliminary design. The selected consultant will also engage in final design of a proposed traffic signal to be constructed at the Mahtomedi Middle School entrance in 2017.

CSAH 12 is an east-west roadway with functional classification as an A-Minor Arterial. The AADT is 8,900 vehicles per day from Mahtomedi Ave/Wildwood Rd to Hilton Trail (CSAH 29) consisting of a two-lane undivided roadway with an urban design and speed limit of 30-35 mph. East of Hilton Trail the AADT increases to 9,900 to Jamaca Ave (CSAH 9) and is a two-lane undivided roadway with a rural design and posted speed limit of 45-55 mph. There are various wetlands along both sides of 75th St east of Hilton Trail.

The section of CSAH 12 from Mahtomedi Ave/Wildwood Rd to Hilton Trail has seen a high rate of right angle collisions at nearly every intersection along the stretch. In addition, the segment is limited in right-of-way and the local street approaches are closely spaced. The intersection at Jamaca Ave (CSAH 9) has a critical crash rate that exceeds the system-wide average.

The goal of Washington County’s Public Works Department is to achieve excellence in design through comprehensive public engagement with every project we do. We believe a strong public engagement plan will be essential to facilitate community acceptance of the project while maintaining the transportation objectives and requirements of Washington County and the Minnesota Department of Transportation (MnDOT).

The project will be a cooperative project between Washington County, the City of Mahtomedi, the City of Willernie, the City of Grant, and the Mahtomedi Independent School District with Washington County serving as the lead agency. A combination of State Aid and local funding is expected.

All work performed under the anticipated contract must be carried out in accordance with the procedures, requirements, regulations, and standards of MnDOT, CSAH, and Washington County.
A project to reconstruct CSAH 12 from TH 244 to Mahtomedi Ave/Wildwood Rd is currently in the final design phase with construction expected in 2017. The Consultant shall identify how their proposed work plan will function parallel with this project.

A project to study the feasibility of a traffic signal at the intersection of CSAH 12 at the Middle School Entrance (east of Ideal Avenue S) is currently wrapping up. This project has identified that a traffic signal can be installed at the Mahtomedi Middle School prior to reconstruction of the CSAH 12 corridor. The Consultant shall identify how their proposed work plan will verify, and incorporate, the findings of this study and complete delivery of this proposed traffic signal.

1.2. PROJECT GOALS AND OBJECTIVES:

The objective of this project is to improve both the safety and operations of the CSAH 12 corridor by addressing transportation, bicycle, and pedestrian, issues as well as extending the life of the existing pavement. In summary, the project goals are as follows:

- Utilize a comprehensive agency and public engagement process to achieve community and agency acceptance.
- Review access management guidelines within the corridor while accommodating access needs of the businesses, schools, potential development, and individual property owners.
- Improve roadway safety, capacity, and operation of all intersections within the project corridor.
- Improve the accessibility and movement of pedestrians and bicyclists along the corridor.
- Identify potential stormwater drainage improvements that appropriately balance the requirements of all agencies with the needs and goals of the community.
- Maintain the long-term transportation goals of Washington County and the Cities of Mahtomedi, Willernie and Grant.
- Complete bidding documents for the installation of a traffic signal at the Mahtomedi Middle School entrance allowing for construction in 2017.
- Complete a project corridor study with full build geometric layout, and costs, allowing the stakeholders to identify a project to advance into preliminary design.
- Produce a municipally-approved preliminary geometric layout that meets all MnDOT, CSAH and Washington County requirements for preliminary design and environmental documentation allowing for construction in 2019.

1.3. PROJECT SCHEDULE

The project work will commence upon selection of the consultant and after award of a contract. The consultant will prepare a project schedule based on a construction completion date of no later than November 30, 2019.
2. **SCOPE OF WORK AND DELIVERABLES**

All aspects of the scope of services outlined below and included herein are expected to be completed within the project deadlines. All reports/documentation must be developed and presented in Microsoft Office and all design files must be developed and presented in Microstation adhering to Washington County approved formats unless otherwise noted or requested by the consultant with approval of the County.

The role of the selected consultant will be to complete all tasks necessary to take the project through the completion of bidding documents for a traffic signal, Corridor Study, Drainage Report, and municipally approved full-build geometric layout for CSAH 12 from Mahtomedi Ave/Wildwood Rd to Jamaica Ave (CSAH 9). The purpose of the corridor study will be to assist the stakeholders with prioritizing improvements. When a community accepted near-term project for construction in 2019 is identified, the consultant shall develop a municipally-approved preliminary layout, including overall project costs and cost splits for this portion of the work.

Washington County will act as the lead agency through all aspects of the project, but the County’s role as lead agency does not preclude direct and regular interaction between the consultant and the Cities of Mahtomedi, Willernie, and Grant, Mahtomedi Independent School District, Rice Creek Watershed District, Valley Branch Watershed District, and other agencies. Their input, review, and plan review and approval is important; however, the County is to be kept informed of agency dialogue and will assist the Consultant in determining the need and scope of interaction with a particular agency. The Cities and School District will need to be involved in the project development and review, and their input will be incorporated on a regular basis to avoid review delays or reworking of design elements. All public utility design is to be directed by the Cities of Willernie, Grant and Mahtomedi, and in accordance with the corresponding City design standards.

2.1. **PROJECT MANAGEMENT/QAQC**

2.1.1. **PROJECT MANAGEMENT**

The Consultant will perform all work necessary to effectively coordinate the project development, maintain the project schedule and budget as well as manage the Project Management Team (PMT) starting with a project kick-off meeting. The proposal should include a summary of the project management measures required to ensure that the project is completed on time, within budget and in accordance with applicable laws, policies, standards and good engineering practice. Consistency in project management for this project is paramount.
2.1.2. **QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)**

The selected consultant shall develop and implement a project specific Quality Management Plan, which shall be available for review upon request during the project.

2.2. **PROJECT COORDINATION**

2.2.1. **DATA COLLECTION AND SITE VISITS**

The Consultant shall collect existing data and reports relevant to the project area and obtain new information as needed for all aspects of the project. At least one on-site preliminary engineering phase coordination meeting will be arranged by the Consultant.

Washington County will provide the following information to the successful Consultant:

- Topographic survey
- As-built information
- Right of Way information

2.2.2. **PRIVATE UTILITY COORDINATION**

For the purposes of this RFP, "utilities" shall mean and include, but not be limited to, all privately, publicly, or cooperatively-owned pipes, lines, antennas, or facilities for the distribution or transmission of electrical energy, gasoline, oil, natural gas, water, sewage, steam, cable TV, telephone or other material and communication lines and devices.

The Consultant shall contact Gopher State One to obtain a design locate of all utilities within the project limits. The Consultant will conduct detailed utility searches, and identify conflicts to ultimately be included in the construction plans. The Consultant will determine conflict points between planned construction and existing or planned utility facilities and develop and make recommendations on relocation alternatives, with emphasis on cost effectiveness and on minimizing conflicts. At least 2 utility identification / information / coordination meetings will be arranged by the Consultant. Meeting minutes of all such contacts, conferences and meetings with the utilities shall be kept by the Consultant and shall become part of the permanent project record and shall be transferred to Washington County.

The subsurface utility information to be provided throughout this project shall be utility Quality Level C. This quality level shall be determined according to the guidelines of CI/ASCE 38-.2, entitled "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data."

**Locations**

The Consultant shall obtain the locations of all utilities that exist within the limits of construction and which may be affected by the project. Utility location information shall be obtained directly from the utility owner unless such means is not feasible. All utilities shall be identified as to owner, type and size. All utilities shall be shown on the preliminary layout in accordance with the requirements of the “Utility Notification Law”, Minnesota Statute Section 216D.04.

The Consultant shall contact the utility owners and use all customary procedures to review the existing locations and discuss all utility relocations necessitated by the project construction as well as any other revisions to the utilities, or installation of new utilities, within the project limits which may be deemed desirable to accomplish in conjunction with the project construction or for which the Consultant has learned will be required in the future. The procedures outlined in the MnDOT Utility Accommodation and
Coordination Manual for utility identifications and notifications are applicable for design activities.

Conflicts
Consultant shall develop a tabulation of any conflicts and required changes to existing utility facilities.

Survey
The consultant will survey surface features of subsurface utility facilities or systems, if such features. If previously surveyed, check survey data for accuracy and completeness. The survey shall also include any surface markings denoting subsurface utilities, furnished by utility owners for design purposes.

2.2.3. PUBLIC AND AGENCY INVOLVEMENT
The consultant will perform public and agency involvement to facilitate acceptance and approval of the project. A sound public and agency involvement strategy is needed to accomplish the project goals and to ensure project success. As this project moves forward, a strategy is needed to assess stakeholder positions, perform the alternatives development and evaluation process to facilitate acceptance, coordinate schedules, identify funding and receive approvals for the project.

For this proposal, the Consultant will propose a public and agency involvement strategy to meet the project objective and goals. The proposal should provide an overall approach to public and agency involvement, as well as specific involvement activities, techniques, strategies and how these specific tasks will integrate into the overall process. The proposal should provide projects in which you have utilized a successful public and agency involvement plan to get multiple stakeholders with varying project goals to consensus. The Consultant shall prepare, and distribute corridor newsletters to keep adjacent stakeholders informed. Open Houses, City Council and School Board updates should also be anticipated. Washington County will maintain a project website for this project. The consultant shall provide postings to the county.

2.3. CORRIDOR AND INTERSECTION ANALYSIS

2.3.1. SUB-AREA STUDY
The Consultant shall conduct an initial sub-area study to assess potential larger system issues and frame the context of the CSAH 12 corridor in relationship to other system elements including land use, route function, and access to the County roadway. This initial planning study should identify system issues, constraints and opportunities. As part of this task, the Consultant shall investigate/confirm the transportation feasibility of potential new linkages and/or changes in connections to the system.

2.3.2. EXISTING AND FUTURE CONDITIONS ANALYSIS
The Consultant will develop traffic forecasts in accordance with the Washington County 2030 Comprehensive Plan. Forecasts will be developed to identify transportation impacts on planning-level as well as more-detailed alternatives. The Consultant shall identify level of forecast work required to evaluate alternatives for a sub-area study, as well as the level that will be needed to complete the corridor study, preliminary design work and environmental documentation.

The Consultant shall also perform traffic operations analysis along the CSAH 12 corridor at all intersection locations paying special attention to the intersections as noted in section 2.3.4.
It will be important to review, discuss and document the traffic data assumptions that will be used with the agencies involved for reasonableness, including, but not limited to, projected peak hour volumes and turning movements, percent of heavy trucks, pedestrian/bicycle traffic, and directional distributions. The Consultant shall make recommendations as to appropriate traffic operation software(s) that can be utilized to obtain the desired results as well as a tool for effectively communicating the results to the project stakeholders.

2.3.3. CORRIDOR ANALYSIS

The following issues should be studied for recommendations and potential inclusion in this project:

- Identify unsafe intersections or roadway segments
- Identify potentially congested segments with existing and future traffic volumes
- Develop concepts to address capacity and operational needs

Consultant shall review existing right-of-way to determine and recommend potential modifications to intersection, corridor alignment, and corridor width.

Review existing crash data to understand safety problems within the corridor and develop concepts to address intersection and corridor safety, access spacing, road geometrics, and other issues.

Analyze the feasibility of a minimum width roadway, bump-outs or other treatments to enhance accessibility and increase the safety of pedestrians crossing CSAH 12 with minimal impacts to parking.

Analyze the vertical and horizontal profile, to ensure the geometry meets standard MnDOT State Aid requirements and MnDOT road design standards for stopping, headlight and intersection sight distance and for the posted speed. Consider performing an informal speed study to better understand existing conditions and determine if current posted speeds are appropriate. Investigate existing access spacing and review County guidelines to assist in determining appropriate spacing and development of potential concepts for corridor access. Consider ease in which access can be modified or eliminated in the event of future redevelopment.

2.3.4. INTERSECTION ANALYSIS

The consultant shall perform traffic operations analysis along the CSAH 12 corridor at all intersections as specified below. Particular attention should be given to the intersections at Hilton Trail, the Mahtomedi Middle School entrance, and Jamaca Ave (CSAH 9) where ICE reports may be necessary.

As a result of the high crash rate of this corridor, the Consultant should investigate crash data and existing/future traffic volumes to identify potentially congested and dangerous segments, and consider existing right-of-way and the impacts of acquiring additional right-of-way, in determining opportunities for modification of existing intersections. The following intersecting roadways should be evaluated for turn lanes on the CSAH 12 approach, as well as, the potential for restricting access or egress:

- Kindross Rd
- Derby Ln
- Trim Pl
- Forest Ave
- Penway Rd
• Dartmoor Rd
• Warner Ave/Warner Rd.
• Crocust St. (N and S approaches are offset from each other)
• McGregor Ave (N and S approaches are offset from each other)
• Glenmar Ave
• East Ave/ Hallam Ave

The consultant should review existing intersection controls and geometry and develop concepts to address operational and safety issues at the following intersections:

• Mahtomedi Ave/Wildwood Rd
• Hilton Trail (CSAH 29)/St. Andrews and School back Entrance/Exit
• Ideal Avenue/Mahtomedi High School Entrance/Exit
• Mahtomedi Middle School Entrance/Exit
• Mahtomedi Elementary School Entrance/Exit
• Jamaca Ave (CSAH 9)

2.3.5. EXISTING AND FUTURE CONDITIONS ANALYSIS

The Consultant will determine what geometric and intersection improvements will be required to handle near-term and future traffic. It will be important to review, discuss and document the traffic data assumptions that will be used with the agencies involved for reasonableness, including, but not limited to, projected peak hour volumes and turning movements, percent of heavy trucks, and directional distributions. The Consultant shall make recommendations as to appropriate traffic operation software(s) that can be utilized to obtain the desired results as well as a tool for effectively communicating the results to the project stakeholders.

2.3.6. PARKING ANALYSIS

The consultant shall develop a detailed breakdown of existing on, and off road parking within the corridor. As concepts are developed the consultant is expected to determine existing and future parking demand for the area between Mahtomedi Ave/Wildwood Rd and East Ave/ Hallam Ave and evaluate against existing capacity, and corridor concepts. Consider on-street parking, parking restrictions, and other opportunities for additional surface parking.

2.3.7. PEDESTRIAN/BICYCLE IMPROVEMENTS:

The County would like to investigate the feasibility and the public interest in reconstructing the trail along CSAH 12 to provide a horizontal separation between the trail and CSAH 12.

Consultant shall evaluate existing on and off-road pedestrian and bicycle facilities and develop improved roadway crossing points on CSAH 12 particularly in the vicinity of the downtown area, schools, and near the library. Consider at-grade and grade-separated crossings throughout the corridor.

The consultant shall account for pedestrian traffic from the Gateway trail connection to CSAH 12, and suggest improvements as warranted.

The consultant shall analyze urban and rural typical sections in these areas to determine the associated right-of-way, construction costs and environmental impacts of these options.
Under a separate construction project, sidewalk will be replaced along the south side of CSAH 12 from TH 244 to Wildwood Road and a new sidewalk will be added along the west side of Mahtomedi Avenue from CSAH 12 to TH 244. Proposed sidewalk/trail improvements should consider these pending improvements.

2.3.8. CONCEPT DEVELOPMENT

The development of concepts for the corridor should be based on the identified needs, public and agency input, and Washington County design guidelines, and agency costs. Concepts will include typical sections, access points, aesthetic treatment options, intersection and roadway geometrics and intersection control types. A familiarity and desire to investigate alternative intersection types in similar corridors will be considered in evaluation of proposals.

2.3.9. ALTERNATIVES EVALUATION

The consultant shall provide an approach to developing alternatives for the roadway corridor, assuming up to five (5) alternatives consisting of four build and one no-build.

Layouts will be prepared for each alternative illustrating potential right-of-way impacts (with and without the use of retaining walls) to adjacent properties and potential environmental impacts. The layouts should be sufficient for analyzing the treatment of intersections, access points, and pedestrian movements throughout the corridor, as well as identify associated impacts at a planning level sufficient for alternative screening. The consultant shall consider the impacts of any public utility improvements with each of these alternatives.

The consultant shall analyze urban and rural typical sections in these areas to determine the associated right-of-way, total project costs and environmental impacts of these options. Alternative trail typical sections (both urban and rural) shall be evaluated to determine the preferred alternative. Traffic and pedestrian safety and accessibility improvements shall be included in this analysis. The associated impacts for each alternative should be analyzed in a matrix format.

Preliminary recommendations, cost estimates, and cost allocations (including public utility work) will be developed for the alternatives with sufficient detail for evaluation by all stakeholders.

2.3.10. COST ESTIMATES

Throughout the planning and concept analysis, the Consultant shall prepare cost estimates to allow the County and Cities to evaluate options, and prioritize infrastructure improvements. Cost Estimates shall include total project costs and be split by agency according to the Washington County Cost Participation Policy.

2.3.11. IMPLEMENTATION PLAN

Upon completion of the planning and concept analysis, the Consultant shall provide recommendations as to implementation strategies and project prioritization along the corridor that supports the long term vision, and constraints of the County and cities.

2.3.12. FULL-BUILD GEOMETRIC LAYOUT

The Consultant will develop a municipally-approved full-build preliminary geometric layout in accordance with the appropriate design standards, guidelines and policies. The layout will include horizontal alignments, profiles, roadway geometry, typical sections, construction limits, utility impacts and right-of-way impacts for the entire corridor. A project cost estimate (including soft costs, public utility costs, and landscaping costs) split by agency cost participation, will be produced for the preferred geometric layout.
2.3.13. **CORRIDOR STUDY REPORT**

The selected Consultant shall prepare a Draft and a Final Report, including an executive summary. The Report should include previously produced materials, including the technical memorandums and appropriate graphics, maps, concepts, alternatives, etc. that were generated as part of the study. This report shall include planning level costs of sufficient detail to identify a project to be advanced into a preliminary design phase.

2.4. **ENVIRONMENTAL DOCUMENTATION**

2.4.1. **ENVIRONMENTAL DOCUMENTATION**

   Phase I - The consultant will identify key social, economic and physical environmental issues for each alternative considered and document potential environmental concerns for each alternative considered to facilitate selection of a Build Alternative. This will include consultation with environmental review agencies to obtain background information and identify potential concerns.

   Phase II - The Consultant will complete the preparation of the appropriate environmental documentation, depending on the alternative selected to move into preliminary design, in accordance with the Highway Project Development Process guidance for the Build Alternative, as compared to other reasonable alternatives considered as well as a No Build Alternative. We do not anticipate constructing a mile or more of additional travel lanes with this project so we expect a Discretionary EAW will be appropriate but that determination will depend on the preferred alternative selected and the impacts it may have to environmentally sensitive areas.

   The Consultant will update and/or collect preliminary data, identify key issues and conduct analysis in accordance with Mn/DOT and FHWA procedures for all social, economic and environmental (SEE) concerns.

   In consultation with county and Mn/DOT staff, the consultant will also prepare the necessary conclusion documents: Findings of Fact and Conclusions, draft Negative Declaration and/or draft Finding of No Significant Impact (FONSI) as well as a Design Study Report.

2.5. **PRELIMINARY DESIGN**

2.5.1. **PRELIMINARY HYDRAULICS EVALUATION**

   As conceptual geometric alternatives are developed, the consultant will perform a preliminary hydraulic analysis for each alternative to the extent necessary to determine major drainage issues or obstacles that may impact the roadway design. The findings of this analysis will then be summarized into a preliminary roadway design drainage report, to aid in future storm water management techniques and identify potential land acquisition/right-of-way needs for ponds and storm sewer systems.

2.5.2. **GEOTECHNICAL EVALUATION**

   The consultant will hire a qualified firm to conduct a Geotechnical Evaluation and Report. The consultant will incorporate recommendations, complete pavement design and determine the appropriate pavement reconstruction and/or preservation options. Potential ponding areas shall also be investigated.

2.5.3. **WETLAND DELINEATION**
The Consultant shall delineate wetlands within the project area, prepare a wetland delineation report, and complete acquisition of required mitigation credits. Washington County will provide any required payment for mitigation credits as needed.

2.5.4. **LANDSCAPING LAYOUT**

The project partners have expressed a desire for enhanced landscaping along this corridor. The consultant shall work with Washington County and the cities of Grant, Mahtomedi, and Willernie to develop a community accepted landscaping plan, including costs, in accordance with the Washington County Cost Participation Policy.

2.5.5. **PREFERRED ALTERNATIVE GEOMETRIC LAYOUT**

Upon selection of a near-term project to be construction in 2019, the consultant will develop a municipally-approved preliminary geometric layout in accordance with the appropriate design standards, guidelines and policies. The layout will include horizontal alignments, profiles, roadway geometry, typical sections, preliminary construction limits, utility and right-of-way impacts for the entire corridor. A project cost estimate, including soft costs, public utility costs, and landscaping costs, split by agency cost participation, will be produced for the preferred geometric layout, will be produced for the preferred geometric layout.

2.5.6. **COST ESTIMATES**

Throughout the development of the geometric layout, the Consultant shall prepare cost estimates to allow the County and Cities to allocate resources. Cost Estimates shall include total project costs and be split by agency according to the Washington County Cost Participation Policy.

2.5.7. **RIGHT-OF-WAY**

The consultant will determine construction limits and verify the County’s permanent right-of-way and temporary easement needs. Washington County will prepare plats and acquire right-of-way.

2.5.8. **ADDITIONAL TASKS**

The consultant is encouraged to include and describe any additional tasks not mentioned within the RFP that will enhance the project.

3. **PROPOSAL CONTENT**

Proposals will be limited to no more than twenty (20) pages in length, excluding a cover sheet, a cover letter, and appendices. The font shall be no smaller than 11 point, 11x17 pages can be used for maps, exhibits, and/or schedule and will count as a single page. Appendices are anticipated to contain pre-prepared marketing materials and/or full resumes or other supporting documents. Reviewers may or may not review material contained in appendices. The following will be considered minimum contents of the proposal and must be submitted in the order listed:

3.1. **Title Page/Cover Letter** to introduce the consultant submitting the proposal, including the name, address, telephone number, fax number and email address of the contact person(s) representing the team and also the names of other firms or individuals participating in the proposal.

3.2. **Table of contents** to identify the proposal material by section and page number. Tabs are recommended for differentiating sections of the proposal.

3.3. A statement of the objectives, goals and tasks to show or demonstrate the responder's understanding of the nature of the project and the work required.
3.4. A description of the proposed project approach and methodology to be utilized; including a description of the proposed project management techniques, public involvement approach, and agency approval, plan. A work plan and/or schedule identifying the major tasks to be accomplished. The work plan must present the responder’s approach, task breakdown of the major project requirements, approach to quality control, a critical path timeline, deliverable due dates, and project completion date. This work plan will form the basis for cost negotiations after responder selection. Firms are encouraged to propose additional tasks or activities if they believe such tasks or activities will improve the results of the project.

3.5. A project manager from the firm must be identified with detailed educational experience and any other additional information to demonstrate competence and ability to fulfill the obligations of the Contract. The project manager must have been a project manager on a similar project prior to working on this project. The Consultant project manager must be available in a local office (Minneapolis/St. Paul metropolitan area) during the entire project period. Include examples of similar work including information on the client contact person, address, email address, and phone number as well as original budget and final budget and original completion date and final completion date. Emphasis should be placed on ability and history to successfully deliver projects similar to this proposed project.

3.6. A list of key personnel who will be assigned to the project; their area of responsibility, work experience, qualifications and availability to perform the proposed work. Include a detailed description of the team’s background and experience with work similar to this project. This should include examples of similar work indicating the responder’s level of involvement in the project.

3.7. The Proposer shall summarize the key elements of the proposal and provide a discussion as to why the firm should be selected for this project.

3.10 A “Qualification Based Selection” method will be used to review proposals submitted in response to this RFP. The responder must not include price information or hour summaries either in the body of the proposal.

4. PROPOSAL EVALUATION

Representatives of Washington County and the City of Mahtomedi will evaluate all responses received by the deadline. All responses will be evaluated on the basis of qualifications so the team(s) should be aware that their experience in providing similar services or similar projects within the Twin Cities Metropolitan Area will strongly influence their scores. A 100-percent scale will be used to create the final evaluation recommendation.

The factors and weighting on which proposals will be judged are:

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<th>Project Understanding</th>
<th>15%</th>
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<td>2)</td>
<td>Project Approach &amp; Methodology including completeness, quality, and overall technical competence of the proposal, approach, work plan and schedule</td>
<td>35%</td>
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<td>3)</td>
<td>Project Manager qualifications including, experience, availability, and work on similar projects</td>
<td>30%</td>
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<td>4)</td>
<td>Team Qualifications including experience, availability, and work on similar projects</td>
<td>20%</td>
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Proposals will be evaluated and a successful responder will be chosen on the basis of qualifications only. The successful responder will be required to submit a detailed scope of services and budget promptly after selection. Washington County and the successful responder will then meet to
negotiate the final scope of services and compensation. If Washington County and the successful responder are unable to agree upon a scope of services and compensation within a reasonable time, as determined by Washington County, then negotiations may commence with the next highest-ranked responder.

The County reserves the right to waive any minor irregularities in the proposal request process. The County reserves the right to interview any, all, or none of the respondents at its discretion. The County shall not be liable for any expenses incurred by the consultant including but not limited to expenses associated with the preparation of the proposal.

Prospective consultants should thoroughly read the CONTRACT TERMS AND CONDITIONS attached hereto (Appendix A) as the consultant to whom the contract is awarded shall be required to comply with the terms and conditions contained therein.

5. PROPOSAL SUBMITTAL

All proposals must be sent to:

Kevin Peterson, Engineer II
kevin.peterson@co.washington.mn.us
Washington County Public Works
11660 Myeron Rd N
Stillwater, MN 55082

Submit one unbound original and five (5) bound copies of the proposal in a sealed package clearly marked as follows: “75th Street North / Stillwater Road (CSAH 12) Corridor Management and Safety Improvement Project Proposal”. Each copy of the proposal must be signed by an authorized representative of the firm. Submit all copies to the address indicated above, no later than 3:00 pm on August 12, 2016. Late submittals will not be considered and will be returned.

6. PROPOSAL QUESTIONS

If you are interested in submitting a proposal for this service you must email Kevin Peterson indicating your interest and your contact person by July 29, 2016. All questions regarding this RFP must be sent via electronic mail to the following contact:

Kevin Peterson
kevin.peterson@co.washington.mn.us

Only written questions will receive responses. Washington County reserves the right to disregard questions received after 3:00 PM on August 3, 2016. If a question pertains to a clarification of this RFP, the question and answer will be forwarded to all consultants who expressed interest in submitting a proposal. A copy of all written questions submitted, with responses, will be distributed to interested consultants no later than 3:00 PM on August 5, 2016.

Please note that no other Washington County personnel are allowed to discuss this RFP with anyone, including Respondents, before the proposal submission deadline. This RFP does not obligate the County to award a Contract or complete the project. The County reserves the right to reject any or all proposals.
APPENDIX A

REQUIRED CONTRACT TERMS AND CONDITIONS

A contract will be prepared by Washington County upon selection of a firm.

Appropriate language will be added to document the specific nature and scope of services, costs, responsibilities, and liabilities of each party. Additional areas of concern may be incorporated, subject to mutual agreement between parties. General conditions set forth in this section will be incorporated into the professional services agreement. The following provisions I through XVII must be included in any contract and are non-negotiable.

I. DOCUMENT FORMAT
   All word processing documents shall be done and provided to the County in Microsoft Word format, and not converted from other formats. Data files shall be provided in Microsoft Excel format. CAD files shall be provided in AutoCAD or MicroStation format.

II. NONDISCRIMINATION
   The Consultant agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59. The Consultant’s failure to comply with section 181.59 may result in cancellation or termination of the agreement, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

III. STANDARDS
   The Consultant shall comply with all applicable Federal law, State statutes, Federal and State regulations, and local ordinances now in effect or hereafter adopted.

   Failure to meet the requirements of the above shall be a substantial breach of the agreement and will be cause for cancellation of this contract.

IV. POSSESSION OF FIREARMS ON COUNTY PREMISES
   Unless specifically required by the terms of this contract, no provider of services pursuant to this contract, including but not limited to employees, agents or subcontractors of the (Vendor or Consultant, depending upon which term is used) shall carry or possess a firearm on county premises or while acting on behalf of Washington County pursuant to the terms of this agreement. Violation of this provision shall be considered a substantial breach of the Agreement; and, in addition to any other remedy available to the county under law or equity. Violation of this provision is grounds for immediate suspension or termination of this contract.

V. SUBCONTRACTING AND ASSIGNMENT
   The Consultant shall not enter into any subcontract for performance of any services contemplated under this agreement; nor novate or assign any interest in the agreement, without the prior written approval of the county. Any assignment or novation may be made subject to such conditions and provisions as the county may impose. If the Consultant subcontracts the obligations under this agreement, the Consultant shall be responsible for the performance of all obligations by the subcontractors.
VI. **SUBCONTRACTOR PROMPT PAYMENT**
Pursuant to Minnesota Statute §471.425 subd. 4a., Consultant shall pay any subcontractors within 10 days of the Consultant's receipt of payment from the county for undisputed services provided by the subcontractor. The Consultant shall pay interest of 1½ percent per month, or any part of a month, to the subcontractor on any disputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For an unpaid balance of less than $100, the prime Consultant shall pay the actual penalty due to the subcontractor. The subcontractor shall have third party rights under this agreement to enforce this provision.

VII. **DATA PRACTICES**
All data collected, created, maintained or disseminated for any purposes by the activities of the Consultant because of this agreement is governed by the Minnesota government Data Practices Act, Minnesota Statutes Chapter 13 (Act) as amended, and the Consultant shall comply with the requirements of the Act as if it were a government entity. The remedies in section 13.08 of the Act shall apply to the Consultant.

VIII. **AUDITS, REPORTS, RECORDS AND MONITORING PROCEDURES/RECORDS AVAILABILITY & RETENTION**
Pursuant to Minn. Stat. section 16C.05 subd. 5, the Consultant will:

Maintain records which reflect all revenues, costs incurred and services provided in the performance of this Agreement.

Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices and involve transactions relating to this agreement. The Consultant agrees to maintain these records for a period of six (6) years from the date of the termination of this agreement.

IX. **JURISDICTION & VENUE**
This contract, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. All actions brought under this agreement shall be brought exclusively in Minnesota State Courts of competent jurisdiction with venue in Washington County.

X. **CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION**
Federal Regulation 45 CFR 92.35 prohibits the county from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subdivision 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the county. Consultants may be suspended or debarred when it is determined through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this agreement, the Consultant certifies that it and its principals* and employees:
A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three year-period preceding this agreement: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction or contract, 2) violated any federal or state antitrust statutes, or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:

1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction,

2) violating any federal or state antitrust statutes, or

3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s), that will perform work pursuant to this agreement, are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the contract manager should the Consultant come under investigation for allegations of fraud or a criminal offense in connection with obtaining or performing a public (federal, state, or local government) transaction, violating any federal or state antitrust statute, or committing embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property.

*Principals, for the purpose of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary division or business segment, and similar positions).

XI. INDEMNIFICATION

The Consultant agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages, and expenses which the County, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts or omissions of the Consultant in the performance of this agreement.

XII. INSURANCE REQUIREMENTS

The Consultant agrees that in order to protect itself, as well as the County, under the
indemnity provisions set forth above, it will at all times during the term of this Agreement, keep in force the following insurance protection in the limits specified:

A. Commercial General Liability and Professional Liability with contractual liability coverage in the amount of the County’s tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.

B. Automobile coverage in the amount of the County’s tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.

C. Worker’s Compensation in statutory amount. (if applicable)

Prior to the effective date of this Agreement, the Consultant will furnish the County with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by this agreement. This certificate of insurance shall be on file with the County throughout the term of the agreement. As a condition subsequent to this agreement, Consultant shall insure that the certificate of insurance provided to the County will at all times be current. The parties agree that failure by the Consultant to maintain a current certificate of insurance with the County shall be a substantial breach of the contract and payments on the contract shall be withheld by the County until a certificate of insurance showing current insurance coverage in amounts required by the contract is provided to the County.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days notice thereof to the County.

XIII. INDEPENDENT CONTRACTOR
It will be agreed that nothing within the contract is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting the Consultant as the agent, representative, or employee of the County or the Public Works Department for any purpose or in any manner whatsoever. The Consultant is to be and shall remain an independent consultant with respect to all services performed under this agreement.

The Consultant will secure, at its own expense, all personnel required in performing services under the agreement. Any and all personnel of the Consultant or other persons, while engaged in the performance of any work or services required by the Consultant under this agreement shall have no contractual relationship with the County or the Public Works Department and shall not be considered employees of the County or Public Works Department.

XIV. MODIFICATIONS
Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties. Any alterations, modifications, or variations deemed not to be material by agreement of the County and the Consultant shall not require written approval.

XV. MERGER
It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

XVI. CANCELLATION
The County may cancel this Agreement at any time upon giving fifteen (15) days written notice sent to the Consultant at the address above.

XVII. SERVICES BEYOND THE SCOPE OF THIS CONTRACT
Any additional tasks added to this project must be by written amendment to this Contract signed by both parties.