REQUEST FOR PROPOSALS (RFP)

FOR

FINAL DESIGN SERVICES

COUNTY STATE AID HIGHWAY (CSAH) 23/3rd STREET SOUTH PAVEMENT IMPROVEMENT PROJECT

FROM WALNUT STREET TO CHESTNUT STREET

CITY of STILLWATER

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
APPENDIX B: LOCATION MAP
1. **PROJECT INFORMATION**

1.1. **PROJECT OVERVIEW**

The Washington County Public Works Department is issuing this request for proposal (RFP) to provide project coordination and final highway design services for the CSAH 23 (3rd Street Hill) concrete reconstruction project.

CSAH 23 is an urban two-lane roadway that runs concurrent with 3rd Street South between Orleans Street and Chestnut Street in the City of Stillwater. The project area is CSAH 23 (3rd Street) from 50 feet south of Walnut Street to Chestnut Street. This portion of CSAH 23 is a two-lane urban roadway with parking lanes on both sides and carries an Average Annual Daily Traffic (AADT) volume of 7,300 vehicles.

This pavement improvement project is intended to reconstruct the existing concrete surface with new concrete. Existing curb & gutter and sidewalks will also be evaluated for replacement.

The road has underground utilities including gas, water, sanitary, and storm sewer.

Washington County, through its Capital Improvement Plan (CIP), has identified a project for this area in 2018. The County will leverage County State Aid Highway funding for the project.

1.2. **PROJECT GOALS AND OBJECTIVES:**

The objective of this project is to improve the pavement surface of CSAH 23 (3rd Street) by replacing the pavement surface with a new concrete surface. In summary, the project goals are as follows:

- Design a concrete pavement section
- Assess existing curb & gutter for repair or replacement
- Assess existing sidewalks for repair or replacement within existing right of way
- Assess condition of retaining walls
- The design shall maintain the existing cross-section width
- Evaluate the location of existing utilities and design replacements as requested by the City of Stillwater
- Achieve a construction schedule that minimizes commuter and business delays, while being sensitive to reducing overall project costs and environmental impacts

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 project letting date of no later than March 27, 2018, and construction contract award date of no later than April 17, 2018.

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 team will be to complete all tasks necessary to take the project through the development of final plans and specifications for construction. Washington County is proud to partner with the City of Stillwater and will act as the lead agency through all aspects of the project. The County’s role as lead agency does not preclude direct and regular interaction between the Consultant and the City of Stillwater. 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. Agency input will be incorporated on a regular basis to avoid review delays or reworking of design elements.

2.1. PROJECT COORDINATION

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 Project Management Team (PMT) meetings as needed. 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. The selected consultant shall develop and implement a project specific Quality Management Plan, which shall be available for review upon request during the project.

2.1.2. 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.

Washington County will provide the following information to the successful Consultant:
- Previous construction plans
- Right of Way information

2.1.3. 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. Utility identification / information / coordination meetings will be arranged by the Consultant on an as needed basis. 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.

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 final plans 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.

If conflicts with public utilities are present, the consultant may work with the owner of these facilities, and Washington County, to determine an appropriate solution.

Survey
Consultant shall survey surface features of subsurface utility facilities or systems. The survey shall also include any surface markings denoting subsurface utilities, furnished by utility owners for design purposes.

Final Plans
As an FYI, the subsurface utility information to be provided in the final plans will 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."

2.1.4. GEOTECHNICAL EVALUATION
The consultant will hire a qualified firm to conduct a Geotechnical Evaluation and Report. The consultant shall submit their geotechnical proposal including boring locations to the County for approval prior to the work being performed. The Consultant will incorporate recommendations, complete the pavement design and determine the appropriate pavement reconstruction method.

2.2. FINAL DESIGN

2.2.1. CONSTRUCTION PLANS AND SPECIFICATIONS
Plans and specifications will include all elements and details required by Minnesota County State Aid Highway (CSAH) standards. At 60%, 90%, and 100% plan completion, design and supporting technical work shall be submitted to Washington County for review and comment. In addition, construction specifications will be submitted for review at the same time as the 90% and 100% plans. Final plans and specifications will be submitted by the consultant to State Aid for approval. Specifications will be prepared utilizing the current standard MnDOT format.
2.2.2. **PERMITS AND APPROVALS**
The consultant will be responsible for submitting applications and obtaining all permits warranted by the proposed work. Washington County will pay the permitting fees.

Permits and approvals required may include but not limited to the following: MPCA, Brown’s Creek Watershed District, NPDES, and SWPPP documents.

2.2.3. **CONSTRUCTION COST ESTIMATES**
The consultant will provide project cost estimates at milestones throughout the project development, including at 60% and 90% plan completion and a final Engineer’s Estimate at 100% plan completion. Construction costs will be split according to Washington County cost participation policies.

2.2.4. **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 as needed.

2.2.5. **DELIVERABLES**
The consultant shall provide the following:
- Signed final plans in 11” x 17” paper format and PDF electronic format
- Signed final special provisions in 8.5” x 11” paper and PDF electronic format
- Final engineers estimate in Microsoft Excel format
- Electronic design files in MicroStation format

2.2.6. **AS-BUILT RECORD DRAWINGS**
Modify plan layouts to incorporate any addendums, change orders, filed adjustments, or other deviations from the original bid plans. Record drawings for city utilities shall meet the city’s as-built requirements.

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

3. **PROPOSAL CONTENT**
Proposals will be limited to no more than ten (10) 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, email address of the contact person(s) representing the team and also the names of other firms or individuals participating in the proposal. The title page/cover letter does not count toward the page total

3.2. Table of contents to identify the proposal material by section and page number. The table of contents does not count toward the page total.

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; the deliverables to be provided by the responder; and a description of the proposed project management techniques. Firms are encouraged to propose additional tasks or activities if they believe such tasks or activities will substantially improve the results of the project. These proposed additional tasks should be separated from the required material.

3.5. A detailed description of the responder’s background and experience with final highway design work in the last five years. This should include examples of similar work indicating the responder’s level of involvement in the project and shall include 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 the county’s proposed project.

3.6. 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.

3.7. 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. No change in personnel assigned to the project will be permitted without the written approval of the county’s Project Manager.

3.8. 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, a critical path timeline, approach to quality control, deliverable due dates, and project completion date. This work plan will form the basis for cost negotiations after responder selection.

3.9. 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 or as a separate submittal.

4. PROPOSAL EVALUATION

Representatives of Washington County 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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<tr>
<td>1</td>
<td>Expressed understanding of the project objectives</td>
<td>10%</td>
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<td>2</td>
<td>Completeness, quality, and overall technical competence of the proposal, project approach, and methodology</td>
<td>20%</td>
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<td>3</td>
<td>The experience and qualifications of the project manager</td>
<td>25%</td>
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<td>4</td>
<td>The experience and qualifications of the team members and their work on similar projects</td>
<td>25%</td>
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<td>5</td>
<td>The availability of personnel and other resources to perform the work within the specified project schedule</td>
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<td>6</td>
<td>Work plan and schedule</td>
<td>15%</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 electronically to:

Allan Brandt, Project Manager  
allan.brandt@co.washington.mn.us

Washington County Public Works Department  
11660 Myeron Road North  
Stillwater, MN 55082

Submit one electronic copy (via email above) titled as follows: “CSAH 23/3rd Street Pavement Improvement Project”. The proposal must be signed by an authorized representative of the firm. Submit electronically to the email address indicated above, no later than 3:00 pm on June 30, 2017. 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 respond to this RFP to the email below, indicating your interest and your contact person by June 16, 2017. All questions regarding this RFP must be sent via electronic mail to the following address:

Allan Brandt, Project Manager  
Allan.brandt@co.washington.mn.us

Only written questions will receive responses. Washington County reserves the right to disregard questions received after 4:00 PM on June 21, 2017. 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 4:00 PM on June 23, 2017.

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 adopted during the performance of the services herein until completion of said services.

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, received, maintained, or disseminated for any purpose by the activities of the Consultant, because of this agreement shall be governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Act), as amended and the Rules implementing the Act now in force or as amended. The Consultant is subject to the requirements of the Act and Rules and must comply with those requirements as if it is a governmental entity. The remedies contained 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 with contractual liability and Professional 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.
APPENDIX B

Location Map