REQUEST FOR PROPOSALS (RFP)

FOR

DESIGN SERVICES

FOR IMPROVEMENTS OF LAKE ELMO PARK RESERVE’S MODERN CAMPGROUND AND EAGLE POINT TRAIL.

LAKE ELMO, MN

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

11660 Myeron Road North, Stillwater, Minnesota 55082-9573
Phone: 651-430-4300 • Fax: 651-430-4350 • TTY: 651-430-6246
www.co.washington.mn.us
Equal Employment Opportunity / Affirmative Action
1.1. PROJECT OVERVIEW
The Washington County Public Works Department is issuing this Request for Proposal (RFP) to provide design services for improvement projects within Lake Elmo Park Reserve (LEPR). These improvements will include upgrades to the modern campground, replacement of a playground, demolition and replacement of an existing building, grading of an existing turf trail, addition of a trail head, as well as addition of a new gravel parking lot and access. A breakdown of the specific improvement projects are summarized below:

1.1.1. MODERN CAMPGROUND
1.1.1.1. POWER, WATER, AND DUMP STATION IMPROVEMENTS
The modern campground was built in the late 1980’s and currently includes 80 camping units. This campground currently has 30 amp power hook-ups that are not sufficient for modern campers. As part of this LEPR Improvement Project, the county is interested in upgrading the power hook-ups to 50 amps.

The county is also interested in replacing the old galvanized water lines with PVC water lines at the modern campground. With the replacement of the water lines, the county will also add water hook-ups (spickets) in the campsite areas. By adding these water hook-ups, it will provide more accessibility of the water for campground users.

Washington County would also like to add sewer hooks ups to four to eight stalls in the modern campground site.

This campground is in high use from Memorial Day to Labor Day, and the county would like to limit impacts to campground users during this timeframe.

1.1.1.2. PLAY AREA
The existing playground at the modern campground is 17 years old.

Washington County would like to:
- Remove and replace all the playground equipment
- Remove the existing sand surfaces and replace them with a poured in place surface and/or engineered mulched woodchips
- Add or improve sidewalks, benches, drinking fountains, and landscaping

1.1.2. EAGLE POINT TRAIL
1.1.2.1. TRAIL REGRADING
The Eagle Point Trail is located on the west side of Lake Elmo Park and runs for 3.8 miles around Eagle Point Lake. This is a turf trail roughly 10 to12 feet wide and is used for hiking, biking and skiing in the winter. Due to drainage issues on the trail the county would like to regrade segments of this trail and look at adding drainage features (culverts) to accommodate better drainage.

1.1.2.2. PARKING LOT
To improve the access to Eagle Point Trail, the county received a grant to add an additional gravel parking lot off of Inwood Avenue N parallel to 26th Street N. This parking lot would hold 10 to 20 parking stalls and improved access to Eagle Point Trail. This access off of Inwood Avenue would also be utilized by the county to disposal snow in a designated area away from the parking lot.

1.1.2.3. **SNOW SHOE SHACK BUILDING**

There is an existing building located near the Eagle Point Trail head parking lot. This building is known as the “Snow Shoe Shack” and was built in the 1940’s. This building is currently being used for storage of park equipment and is closed to the public. The county is interested in demolishing this building and replacing it with a precast restrooms and a trail head kiosk building. The trail head would include, but not be limited to the addition of benches, kiosk with interpretive signs, landscaping, and drinking fountain.

1.2. **PROJECT GOALS AND OBJECTIVES:**

The Lake Elmo Park Reserve is the county’s most popular park and receives about a half a million visits a year. To ensure that the park adheres to the high standards it is Washington County’s goal to complete construction with limited impacts to park users.

1.3. **PROJECT SCHEDULE**

The project work will commence upon selection of the Consultant and after award of a contract. Washington County anticipates the following schedule for this project:

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>RFP Solicitation Release</td>
<td>August 17, 2018</td>
</tr>
<tr>
<td>Notice of Intent to Propose and Questions Deadline</td>
<td>August 28, 2018</td>
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<tr>
<td>County Clarification to Questions</td>
<td>August 31, 2018</td>
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<tr>
<td>Proposals Due</td>
<td>September 14, 2018</td>
</tr>
<tr>
<td>Anticipated Successful Consultant Selection</td>
<td>September 28, 2018</td>
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<tr>
<td>Project Scoping with Successful Consultant</td>
<td>September 28, 2018 to October 12, 2018</td>
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<tr>
<td>County Board Awards Consultant Contract</td>
<td>October 23, 2018</td>
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<tr>
<td>Design</td>
<td>October 23, 2018 thru April 19, 2019</td>
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<tr>
<td>Advertisement of Bid Package</td>
<td>April 19, 2019</td>
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<tr>
<td>Bid Opening of Bid Packages</td>
<td>May 21, 2019</td>
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<tr>
<td>Board Approval of Contractor Contracts</td>
<td>June 4, 2019</td>
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<tr>
<td>Contractor Ordering Material</td>
<td>June-July</td>
</tr>
<tr>
<td>Construction of Eagle Lake Trail Improvements</td>
<td>August 2019 to November 15, 2019 (15 weeks)</td>
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<tr>
<td>Construction of Modern Campground Improvements</td>
<td>September 9, 2019 to November 15, 2019 (10 Weeks)</td>
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</table>

The county has receiving funding for this project from county bond sales ($1,000,000), state sales tax ($905,000 for campground infrastructure) and state and Metropolitan Council bond sales ($445,825 for Eagle Point Trail improvements and $167,185 for the Play Area improvements).

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 completion of final plans and specifications.

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 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. 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. PUBLIC INVOLVEMENT
The goal of the Washington County Public Works Department is to achieve excellence in design with every project we do through comprehensive public engagement. We believe a robust and focused public engagement plan will be essential to facilitate community acceptance of this project, while maintaining the park objectives and requirements of Washington County. The Consultant will complete the required actions to assist the County in obtaining consent of this project.

2.1.3. 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. An 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
- LIDAR
- As-built information

2.2. DESIGN

2.2.1. GEOTECHNICAL EVALUATION
The Consultant will conduct a Geotechnical Evaluation and Report either in-house or by hiring a qualified firm. This Geotechnical Report will be used to incorporate recommendations of pavement designs foundation designs. If BMPs are required to Meet Watershed Permit requirements, potential ponding areas could also be investigated.

2.2.2. CONSTRUCTION PLANS AND SPECIFICATIONS
Plans and specifications will include all elements and details necessary to:

- Upgrade electrical, water lines, and dump station at the Modern Campgrounds
- Replacement of playground
- Replace existing building

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. Plans and Specifications for the Reconfiguration of the Park Entrance shall be to current MnDOT format.

2.2.3. 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, Valley Branch Watershed District, NPDES, and SWPPP documents.

If other permits are needed for this project, it will be the consultant’s responsibility to determine what permits are needed and to obtain these additional permits.

2.2.4. 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. Cost Estimates shall include total project costs.

2.2.5. 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.

2.2.6. 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 fifteen (15) 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.

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; 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 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:

| 1) | Expessed understanding of the project objectives and technical design of the proposal, work plan, and project approach | 15% |
| 2) | Completeness, quality, and overall technical competence of the proposal, project approach, work plan, schedule and methodology | 35% |
| 3) | The experience and qualifications of the project manager and team members and their work on similar projects within a park setting | 40% |
| 4) | The availability of personnel and other resources to perform the work within the specified project schedule | 10% |

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 mailed and sent electronically to:

Eden Rogers  
Project Manager  
eden.rogers@co.washington.mn.us  
Washington County Public Works Department  
11660 Myeron Road North  
Stillwater, MN 55082

Submit one electronic copy (via email below) and four (4) bound copies of the proposal in a sealed package clearly marked as follows: “Lake Elmo Park Reserve Improvement Project”. Each copy of the proposal must be signed in ink by an authorized representative of the firm. Submit all copies to the address indicated above, no later than 3:00 pm on September 14, 2018. 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 Eden Rogers, Project Manager, indicating your interest and your contact person by August 28, 2018. All questions regarding this RFP must be sent via electronic mail to the following contact:

Eden Rogers
eden.rogers@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 28, 2018. 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 31, 2018.

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 XVIII 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 or the person it is subject to an exception provided by 18 USC§ 926B or 926BC (LEOSA) no provider of services pursuant to this contract or subcontractors 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 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:
   A. Maintain records which reflect all revenues, costs incurred and services provided in the performance of this Agreement.
   B. 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. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. DEFAULT

Washington County shall have the right to cancel and annul this contract upon breach by Consultant of any covenant or condition herein.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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).