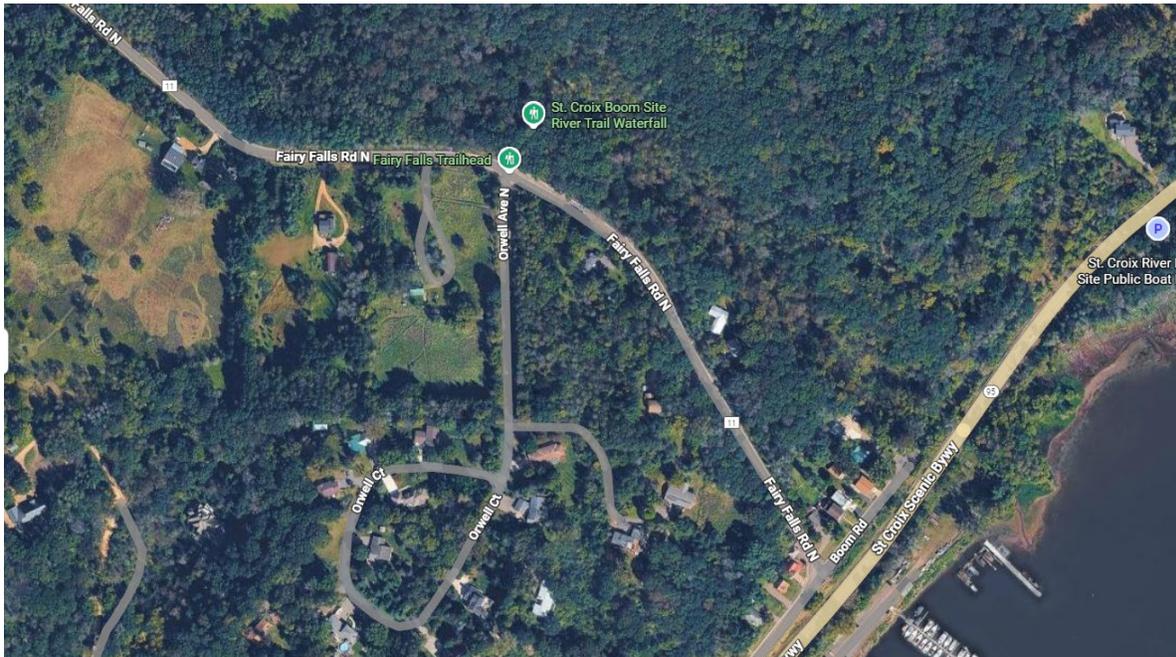


Request for Proposals (RFP) for

**PROJECT COORDINATION, PRELIMINARY ENGINEERING,
STAKEHOLDER AND PUBLIC ENGAGEMENT, UTILITY COORDINATION,
GEOTECHNICAL ANALYSIS AND ENVIRONMENTAL DOCUMENTATION**

CSAH 11 (Fairy Falls Rd.) Improvement Project



City of Stillwater and Stillwater Township

RFP release date: 02/13/2026
Submission due date: 03/13/2026

A great place to live, work and play...today and tomorrow

Government Center | 14949 62nd Street North | P. O. Box 6 | Stillwater, MN 55082-0006
P: 651-430-6001 | F: 651-430-6017 | TTY: 651-430-6246
www.washingtoncountymn.gov

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CSAH 11 Improvements Project

1. Introduction

1.1. Background Information

The Washington County Public Works Department is issuing this request for proposals (RFP) to provide project coordination, preliminary engineering, stakeholder and public engagement, utility coordination, geotechnical analysis and environmental documentation for the County State Aid Highway (CSAH) 11 (Fairy Falls Road North) Improvement Project.

CSAH 11 extends approximately 1.75 miles from Boom Road to CSAH 5 (Stonebridge Trail North). The corridor functions as a two-lane, rural undivided roadway and carries an average daily traffic volume of 1,311 vehicles per day. The posted speed limit is 50 miles per hour north of 94th Street North and 35 miles per hour south of 94th Street North. The project corridor is located entirely within the City of Stillwater and Stillwater Township.

Washington County, through its Capital Improvement Plan (CIP), has identified this project as Project No. RB-2683. The anticipated project schedule includes preliminary design in 2026, final design and right-of-way acquisition in 2027, and construction in 2028. Funding for the project is expected to include County State Aid Highway funds, local contributions and Transportation Advancement Account (TAA) funding.

The project will be delivered as a cooperative effort between Washington County, the City of Stillwater, Stillwater Township, and the Brown's Creek Watershed District, with Washington County serving as the lead agency. All work performed under the anticipated contract shall comply with applicable procedures, standards, and regulatory requirements of the Minnesota Department of Transportation (MnDOT), MnDOT State Aid, the Minnesota Department of Natural Resources (MnDNR), the United States Army Corps of Engineers (USACE), Washington County, the City of Stillwater, and Stillwater Township.

CSAH 11 is characterized by steep grades and sharp horizontal curves descending from Orwell Avenue toward Boom Road, with challenging topography and ongoing erosion concerns that complicate stormwater management. The intersection of Boom Road and CSAH 11 includes a tight-radius curve on a steep slope, which presents operational and safety challenges. The project proposes intersection improvements to address geometric, grade, and drainage deficiencies. In addition, pavement improvements will be evaluated along CSAH 11 from Orwell Avenue to CSAH 5 (Stonebridge Trail North).

The roadway received a two-inch bituminous overlay in 2008, and the pavement has reached the end of its service life. As part of this project, Washington County intends to evaluate full roadway reconstruction, with the specific rehabilitation strategy to be determined based on geotechnical investigation findings. Additional improvements to be considered may include curb and gutter installation, enhanced pedestrian access to the Fairy Falls Trailhead, multimodal accommodations, and updated signing and pavement markings.

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The project corridor sits adjacent to an active aggregate mining operation (Miller Pit) located at 15250 100th Street North, Stillwater, MN, 55082. CSAH 11 serves as a designated haul route for this facility, with truck traffic distributed across four to five approved routes operated predominantly by independent haulers. Historical community concerns associated with this corridor have centered on the perceived incompatibility between heavy commercial vehicle operations and desired multimodal functionality, including recreational walking and bicycling. Documented complaints include insufficient shoulder widths for safe evasive maneuvering, heavy vehicle noise attributed to inadequate muffling, driver behavior issues such as speeding and centerline encroachment hugging the lane-edge, safety concerns at school bus stop locations and blind horizontal curves along the southern segment. While traffic count data indicates relatively low overall volumes, the disproportionate ratio of heavy commercial vehicles to passenger vehicles remains a prominent community concern.

1.2. Project Goals and Objectives

The objective of this project is to improve the safety along the CSAH 11 corridor, while at the same time implementing responsible long-term solutions along this roadway and the intersection at Boom Rd. In summary, the project goals are as follows:

- Identify roadway improvements that will enhance user experience and maintenance concerns along the corridor
- Improve the safety, capacity, and operation for all users along the corridor.
- Review pedestrian facilities and connectivity along the corridor.
- Develop and utilize a comprehensive agency and public engagement strategies to achieve agency community acceptance of the roadway improvements and a revised intersection at Boom Rd.
- Produce a municipally approved preliminary geometric layout that meets all MnDOT, State Aid and Washington County requirements for preliminary design and environmental documentation.
- Identify and implement 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, the City of Stillwater and Stillwater Township.
- Maintain the project schedule allowing for construction in 2028.
- Achieve a construction schedule that minimizes public inconvenience, while being sensitive to reducing overall project costs and environmental impacts.

1.3. Project Schedule

Washington County anticipates the following schedule for this project:

Overall Project Schedule	Anticipated Date
RFP Solicitation	February 2026
Proposals Due	March 2026
Consultant Selected	March 2026

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County Board Awards Consultant Contract	May 2026
Project Kick-off	June 2026
Data Collection	June - September 2026
Environmental Document	June - September 2026
Preliminary Design & Public Engagement	September 2026 – June 2027
Preferred Alternative Identified	June 2027
Geometric Layout	June 2027 - August 2027
Final Limits, Resolution of Support	August 2027
Final Design & Public Engagement (Outside Scope)	October 2027 - April 2028
ROW Acquisition (Outside Scope)	August 2027 – April 2028
Bid Letting (Outside Scope)	May 2028
Bid Opening (Outside Scope)	June 2028
Construction (Outside Scope)	Begin June 2028

2. Scope of Work and Deliverables

The following lists outline work tasks and associated items that shall be included as part of the contracted services.

All reports/documentation must be developed and presented in Microsoft Office and all design files must be developed and presented in MicroStation/Open Roads Designer (ORD) adhering to Washington County approved formats unless otherwise noted or requested by the Consultant (the selected firm to perform this work) with approval of the County.

The role of the selected Consultant team will be to complete all tasks necessary to take the project to a municipally-approved preliminary layout. Washington County 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, the City of Stillwater, Stillwater Township, the Watershed District, and other agencies.

External Agency input and review 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.

2.1. Project Management

The Consultant will perform all work necessary to effectively coordinate the project completion, maintain the project schedule and budget, as well as manage the Project Management Team (PMT). The Consultant will start with an in-person kick-off meeting at the County office. After the kick-off meeting, the Consultant should host monthly PMT meetings, which will be a mix of virtual and in-person meetings. 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. Monthly progress reports shall be submitted with each invoice.

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. Data Collection and Site Visit

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 coordination meeting shall be arranged by the Consultant.

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

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- Aerial imagery
- LIDAR
- Topographic Survey (will be provided in the spring of 2026)
- Existing Right of Way information
- Construction Plans/Record Drawings
- Traffic Counts
- 2023 Geotechnical Report

2.3. Public and Agency Engagement

The goal of the Washington County Public Works Department is to achieve excellence in design with every project we do through comprehensive public involvement. We believe a focused public engagement plan will be essential to facilitate community acceptance of this project, while maintaining the transportation objectives and requirements of Washington County, City of Stillwater and Stillwater Township.

CSAH 11 is situated adjacent to the Miller Excavating Pit and has been identified as a corridor experiencing elevated levels of heavy truck traffic associated with pit operations, generating ongoing public concern related to roadway performance, safety, and operational impacts. A structured and proactive public engagement approach will be critical to clearly communicate project objectives, anticipated improvements, and potential operational outcomes, as well as to document and respond to stakeholder input related to truck traffic and associated corridor impacts. Prospective firms should anticipate that engagement efforts will require deliberate expectation management given the project's classification as pavement preservation rather than full reconstruction. The selected firm must be prepared to work with the county to clearly articulate the rationale for project identification and prioritization, scope limitations inherent to preservation-level work, and right-of-way constraints that restrict the extent of potential improvements such as shoulder widening. The engagement approach should incorporate visual aids or diagrams illustrating when and how public input is solicited within the project development process, delineating the distinction between preservation project engagement and the more expansive property owner coordination typical of full reconstruction efforts. The consultant should be equipped to facilitate, alongside the county, constructive dialogue among stakeholders with divergent interests regarding corridor function, manage community expectations regarding feasible improvements within the defined scope, and provide clear, consistent messaging on design decisions such as asymmetrical shoulder widening where right-of-way permits.

The Consultant shall develop a Public Involvement Plan to meet the project objective and goals and facilitate acceptance and approval of the project. The plan should provide an overall approach to involvement, as well as specific involvement activities, techniques, strategies and how these specific tasks will integrate into the overall process.

2.3.1. Project Website

Washington County will create a project-specific website, which will be available throughout the duration of work, as well as throughout construction. The selected Consultant will be responsible for providing text and graphics to support the website throughout the project.

2.3.2. Public Events and Newsletters

Assist the County in conducting public engagement and outreach throughout the project. This will include but is not limited to public open houses and pop-up events, public mailers, social media, and email outreach as necessary to maximize attendance and audiences. The county anticipates three open houses will be needed during the preliminary design phase.

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The Washington County Style Guide, located at, shall be used to create documents for the public (newsletters, post cards, posters, etc.), but Consultants are encouraged to developed and present cost effective solutions to get the public involved.

2.4. Environmental Documentation

The Consultant shall analyze the need for and complete the preparation of the appropriate environmental documentation.

Environmental Screening: 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 help facilitate selection of a preferred alternative. This will include consultation with environmental review agencies to obtain background information and identify potential concerns.

Environmental Documentation: The Consultant shall analyze the need for and complete the preparation of the appropriate environmental documentation. Whether an EAW will be appropriate will depend on the impacts any construction would have on environmentally sensitive areas, as well as the level of environmental review required, and the level of permit requirements and other resource studies required. We do not anticipate an EAW will be required, so we expect a Discretionary EAW will be appropriate.

2.5. Design Services

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 determine conflict points between planned improvements and existing or planned utility facilities and develop and make recommendations on relocation alternatives, with emphasis on cost effectiveness and on minimizing conflicts.

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 and 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.

At least one utility identification / information / coordination meeting will be arranged by the Consultant at the conclusion of preliminary Design. 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.

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At the start of final design, specific areas may be identified for a utility Quality Level D and/or C. Quality levels shall be determined according to the guidelines of ASCE/UESI/CI 38-22, entitled "Standard Guidelines for Investigating and Documenting Existing Utilities."

Geotechnical Evaluation

Preliminary geotechnical analysis and a draft report was completed in 2023 by American Engineering Testing the report can be downloaded for review here:

<https://washingtoncounty.sharefile.com/public/share/web-s4931d6c6ca144ebd94c555c3774d0cb6> and will be provided to the selected consultant. Additional geotechnical analysis is expected to be part of this project.

The Consultant shall conduct a Geotechnical Evaluation and Report either in-house or by hiring a qualified firm. The Consultant will incorporate recommendations, complete pavement design and investigate potential ponding areas. Potential stormwater Best Management Practice (BMP) areas shall also be investigated with appropriate borings and information gathered to meet the City, Township and Watershed District stormwater BMP design requirements.

It should be assumed that infiltration testing will need to occur as a separate trip from the original field work and also should be assumed to occur on two different occasions.

Wetland Delineation

The Consultant shall delineate wetlands within the project area, prepare a wetland delineation report and obtain a Notice of Decision by the watershed district/conservation district/LGU.

Traffic Counts

The consultant shall collect turning moving counts at the following intersections:

- CSAH 11 and Boom Road
- CSAH 11 and Orwell Ave
- CSAH 11 and CSAH 96 (Dellwood Road)
- CSAH 11 and 94th St
- CSAH 11 and Otchipwe Ct
- CSAH 11 and 97th St
- CSAH 11 and 100th St
- CSAH 11 and 102nd St
- CSAH 11 and CSAH 5 (Stonebridge Trail)

Safety Analysis

The Consultant shall conduct an existing conditions safety analysis for the project corridor. This will include, but is not limited to, summaries of vehicle crashes to identify crash patterns, sight-distance analysis for horizontal and vertical curves, and side-slope/clear zone review. The use of Crash Modification Factors to provide a quantifiable analysis of safety is encouraged.

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The Consultant will develop background information and identify the methodology for analyzing current conditions including operations, safety, and modal issues. The Consultant should identify its approach to this process as well as demonstrate knowledge of analysis methods.

Alternatives Evaluation

The Consultant shall evaluate alternatives for the proposed improvements including pedestrian alternatives, intersection alternatives and corridor alternatives developed. Layouts will be prepared for each alternative illustrating potential right-of-way impacts to adjacent properties, access modifications, and potential environmental impacts. Alternatives will include a preliminary alignment with stationing and three-dimensional roadway geometrics. These alternatives will be used in conjunction with other elements of this proposal to determine the preferred alternative. A planning level cost estimate will also be produced for each alternative with available cost splits per the Washington County Cost Participation Policy. Each alternative shall be developed with sufficient information to be analyzed by all stakeholders.

Intersection Analysis

The Consultant shall perform and create an ICE report for the intersection of CSAH 11 and Boom Road.

Drainage Design

The Consultant shall perform a preliminary hydraulic analysis 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 stormwater BMPs and storm sewer systems.

Geometric Layout

The Consultant shall 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, and utility and right-of-way impacts for the entire corridor. A cost estimate, including agency cost participation, will be produced for the preferred geometric layout.

This cost estimate shall include the Total Project Cost (construction, design engineering, construction administration, right-of-way, etc.).

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, parcel sketches and acquire right-of-way. The selected Consultant may be asked to further support the County-led property acquisition process through exhibit production and/or meeting attendance.

Project Costs

The Consultant will provide project cost estimates with a geometric layout, and include:

- Construction (include 20% contingency)
- Construction Engineering/Contract Admin. (8% of construction costs)

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- Right-of-Way
- Design Engineering
- County Furnished Items, if necessary

This cost estimate shall breakdown the County and Township costs share according to the County's Cost Participation Policy (<https://www.co.washington.mn.us/DocumentCenter/View/54003/Cost-Policy>).

2.6. Deliverables

The Consultant shall provide the following deliverables:

- Geometric Layout in a PDF electronic format
- Engineers estimate in Microsoft Excel format
- Electronic design files in MicroStation format
- All supporting documentation and tech memos

2.7. 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

Consultants who cannot provide the full range of requested services may submit a proposal but must clearly note any services listed in this request which would not be provided. Consultants are also encouraged to highlight any services for which they possess particularly notable qualifications.

All work performed under the anticipated contract must be carried out in accordance with the procedures, requirements, and regulations of MnDOT State Aid, Washington County, and other applicable agencies including municipalities within Washington County.

Proposals will be limited to no more than twelve (12) 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.

At a minimum, submitted proposals shall include:

1. Title Page/Cover Letter to introduce the Consultant submitting the proposal, including the name, address, telephone number, and email address of the contact person(s) representing the team and the names of other firms or individuals participating in the proposal.
2. Table of contents to identify the proposal material by section and page number.
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.
4. A description of the proposed approach and methodology to be utilized; the deliverables to be provided by the responder; and a description of the proposed project management techniques.
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

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project. The Consultant project manager must be available in a local office (Minneapolis/St. Paul metropolitan area) during the entire project period.

6. A detailed description of the responder's background and experience. 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.
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.
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.
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.
10. 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.
11. Provide a signed Appendix A – County's Standard Terms and Conditions as the contractor to whom the contract is awarded shall be required to comply with the terms and conditions contained therein.

4. Proposal Submittal

To be considered, an electronic version of the proposal shall be submitted no later than **3:00 PM on Friday, March 13, 2026** to:

Mike Kline, EIT – Project Manager

michael.kline@washingtoncountymn.gov

In the event that the submitted proposals are unacceptable, the County reserves the right to reject any and all proposals. Late submittals will not be considered.

All proposals, once submitted, become the property of the county. Submission of a proposal indicates acceptance by the consultant of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the county and the selected consultant.

5. Proposal Evaluation

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.

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

1. Expressed understanding of the project objectives	20%
2. Completeness, quality, and overall technical competence of the proposal, project approach, and methodology	20%
3. The experience and qualifications of the project manager and team members and their work on similar projects	40%
4. Work plan, schedule, and availability of personnel and other resources to perform the work within the specified project schedule	20%

5.1. Reserved Rights

- This RFP process does not obligate the county to award a contract or complete the services.
- The county reserves the right to waive any minor irregularities.
- The county reserves the right to reject any or all proposals.
- The county reserves the right to request additional information or clarifications from contractors.
- The county reserves the right to interview any, all, or none of the contractors.
- The county reserves the right to enter into a contract with more than one contractor.
- If the RFP process concludes by withdrawal, cancellation or rejection of all proposals, the county reserves the right to issue another RFP for this service.
- The county shall not be liable for any expenses incurred by the contractor including but not limited to expenses associated with the preparation and submission of the proposal.

6. Proposal Questions

Any questions regarding this RFP should be directed via email to michael.kline@washingtoncountymn.gov **by 3:00 PM on Wednesday, March 4, 2026**. If a question pertains to a clarification of this RFP, the question and answer will be posted on the County's website.

Only written questions and notifications will receive responses. Washington County reserves the right to disregard questions received after the above deadline.

Appendix A – County’s Standard Terms and Conditions

A contract will be prepared by Washington County upon selection of a firm. The following provisions must be included in any contract and are non-negotiable.

I. Cost And Payment

The Consultant will provide to the County clear documentation of work completed, dates of work, and location of work. Consultant invoice(s) will reflect charges in accordance with the Cost Proposal provided. Consultant invoice(s) will be paid within 30 days of receipt of the invoices providing proper documentation is presented. Payments made under this Contract shall be in the form of Automated Clearing House (ACH), check, or Virtual Credit Card (VCC). The County may withhold payment for failure to provide service to comply with any of the provisions of this agreement; no interest penalty shall accrue against the County.

Charges such as, but not limited to, mileage reimbursement, fuel, trip or parking charges, consumable incidental materials, etc. shall be included in the Consultant’s overhead and included on the Cost Proposal provided. These charges will not be reimbursed if labeled as “miscellaneous charges.”

II. Nondiscrimination

The Consultant agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59 and not discriminate on the basis of race, creed, color, or national origin. The Consultant’s failure to comply with this requirement may result in cancellation or termination of the Contract, 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. Compliance with Law

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 Contract 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 926C (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 Contract. 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 Contract; nor novate or assign any interest in the Contract, 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 Contract, 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 undisputed amount not paid on time to the subcontractor. The minimum monthly

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interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Consultant shall pay the actual penalty due to the subcontractor. The subcontractor shall have third party rights under this Contract 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 Contract 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

Consultant's books, records, documents, and accounting procedures and practices, and other evidence relevant to this audit clause are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05. The Consultant agrees to maintain books, records, documents, accounting procedures and practices, and other evidence relevant to this audit clause for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

IX. 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 Contract.

X. Insurance Requirements

The Consultant agrees that it will at all times during the term of this Contract, keep in force the following insurance protection in the limits specified:

- A. Commercial General Liability with Contractual liability coverage in the amount of \$1,500,000 per occurrence with a \$3,000,000 aggregate. An excess or umbrella liability policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements.
- B. Professional Liability coverage in the amount of \$2,000,000 per wrongful act or claim with a \$4,000,000 annual aggregate.
- C. Automobile coverage in the amount of \$1,500,000 on a combined single limit basis and include hired and non-owned.
- D. Worker's Compensation in statutory amount (if applicable) of bodily injury by accident in the amount of \$500,000 each accident, bodily injury by disease in the amount of \$500,000 each employee, and bodily injury by disease in the amount of \$500,000 policy limit.

Washington County shall be listed as additional insured as it relates to Commercial General Liability and Automobile Liability.

Prior to the effective date of this Contract, the Consultant will furnish the County with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by this Contract. This certificate of insurance shall be on file with the County throughout the term of the Contract. As a condition subsequent to this Contract, Consultant shall ensure 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.

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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.

XI. Independent Contractor

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 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 Contract.

The Consultant will secure, at its own expense, all personnel required in performing services under the Contract. 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 Contract shall have no Contractual relationship with the County and shall not be considered employees of the County.

XII. Termination by County for Convenience

The County may terminate the Contract at any time and for any reason by providing the Consultant written notice of such termination. Upon such termination the Consultant shall be entitled to compensation for work activities in accordance with the Contract which were incurred prior to termination.

XIII. Termination by County for Cause

The County may immediately terminate the Contract if the County determines that the Consultant has failed to comply with any of the provisions of the Contract, for breach or default. Termination will be in writing setting forth the manner in which the Consultant is in default.

The County in its sole discretion may, allow the Consultant a reasonable period of time not to exceed ten (10) days, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Consultant fails to remedy to the County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Consultant of written notice from County setting forth the nature of said breach or default, County shall have the right to terminate the Contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude County from also pursuing all available remedies against Consultant and its sureties for said breach or default.

XIV. 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 Contract, 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 Contract: 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)

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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 are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:

- a. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction,
 - b. violating any federal or state antitrust statutes, or
 - c. committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- C. Are not aware of any information and possess no knowledge that any subcontractor(s), that will perform work pursuant to this Contract, are in violation of any of the certifications set forth above; and
- D. 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).

XV. Conflict of Interest

Consultant affirms that, to the best of its knowledge, this Contract does not present a conflict of interest with any party or entity, which may be affected by the terms of this Contract. The Consultant agrees that, should any conflict or potential conflict of interest become known, it will immediately notify the County of the conflict or potential conflict, and will advise the County whether it will or will not resign from the other engagement or representation. Unless waived by the County, a conflict or potential conflict may, in the County's discretion, be cause for cancellation or termination of this Contract.

XVI. Condition Subsequent

The parties acknowledge that this Contract contemplates continued funding from MnDOT State AID for the full term of this Contract. The parties agree; therefore, that funding is a condition subsequent of this Contract; and if said funding is not obtained or continued or is decreased by any amount, the County may reduce or terminate this Contract by giving the Consultant thirty (30) days' notice of termination. If the Contract is terminated because of the occurrence of the aforementioned condition subsequent, the Consultant shall only be entitled to the actual cost of the service rendered up to the date of termination. In instances where funding is decreased, the parties may negotiate a decrease in the amount of services provided in this Contract. The parties agree that the County's decision not to terminate shall be sufficient consideration for any modification of the Contract.

XVII. Safety

The Consultant must comply with all state and federal Occupational Safety and Health regulations and laws. This includes but is not limited to employee right to know concerning all materials classified by Occupational Safety and Health Administration (OSHA) as hazardous. All chemical dispensers/applicators will be clearly marked showing contents. All Material Safety Data Sheets (MSDS) relating to all chemicals shall be displayed where chemicals are stored. Any chemicals used in County buildings or in the performance of County

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projects shall have an MSDS which will be given to the County before any work begins. Any spillage of chemicals shall be reported immediately to the County and appropriate reporting agencies (i.e., MPCA). Report any problems, breakage, fires, etc., immediately to the County.

Consultant shall remove all supplies, chemicals, etc., from County premises that were used to perform services and dispose of them properly. There will be no disposing of supplies and chemicals on County property. There will be no loaning of County tools and/or equipment to Consultants from County staff. Drinking of alcoholic beverages, using of controlled substances (drugs) or being under the influence of drugs or alcohol is expressly prohibited. Refrain from smoking of any substance in or about County buildings.

XVIII. Security & Privacy

The Consultant is responsible to close, secure, and lock all doors in County facilities when services are performed after normal County hours or when no County personnel are present. While Consultants are working in County buildings, Consultant must sign in/out on a daily basis in addition to wearing a badge. Consultant should produce sufficient identification.

The Consultant agrees to take any precautions necessary to maintain security of County buildings and privacy of data found throughout County buildings or on County premises. All questions concerning security issues will be reported to the County immediately upon discovery.

XIX. Jurisdiction & Venue

This Contract, amendments, and supplements thereto, shall be governed by the laws of the State of Minnesota. All actions brought under this Contract shall be brought exclusively in Minnesota State Courts of competent jurisdiction with venue in Washington County.

XX. Modifications

Any material alteration, modification, variations, or additional tasks to this Contract shall be reduced to writing as an amendment and signed by the parties. Any alterations, modifications, variations, or additional tasks deemed not to be material by Contract of the County and the Consultant shall not require written approval.

XXI. Merger

It is understood and agreed that the entire Contract of the parties is contained herein 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 this Contract. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Contract and any other document(s) incorporated by reference to this Contract, the terms and conditions of this Contract shall prevail.

XXII. Counterparts

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

Consultant Acknowledgment

Signature: _____ Date: _____

Name: _____ (Please print or type)