



Rooted in **Connection**  
Growing with **Direction**

Request for Proposals (RFP) for

**County Road 50 Corridor Study**  
from Trunk Highway 61 to County State Aid  
Highway 15 (Manning Trail)

**RFP release date: 2/20/2026**  
**Submission due date: 3/20/2026**

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## CR 50 Corridor Study

### 1. Introduction

#### 1.1. Background Information

The Washington County Public Works Department is issuing this request for proposals (RFP) to provide project coordination, data collection, stakeholder engagement, and preliminary engineering services for the County Road (CR) 50 Corridor Study.

CR 50 from TH 61 to CSAH 15 (Manning Trail):

- Is approximately 6 miles.
- Is functionally classified as a Major Collector on the west end of the corridor, and a Minor Collector on the east end of the corridor.
- Has traffic volumes that range from 700 to 2,000 vehicles/day.
- Has a posted speed limit of 50 mph, with advisory speeds around curves.
- Has a posted weight limit of 9-tons, with a 7-ton spring weight restriction.
- Is located within the Cities of Forest Lake and Scandia.

This project is included in the current [Washington County Capital Improvement Plan](#) under the project number 'RB-2682'.

Funding for this study will come from County Funds.

This study will be a cooperative effort between Washington County, the City of Forest Lake, and the City of Scandia, with Washington County serving as the lead agency. All work performed under the anticipated contract must be carried out in accordance with the procedures, requirements, and regulations of the Minnesota Department of Transportation (MnDOT), Minnesota Department of Natural Resources (MnDNR), Washington County, Comfort Lake-Forest Lake Watershed District, Rice Creek Watershed District, and the Cities.

#### 1.2. County Authorized Representative

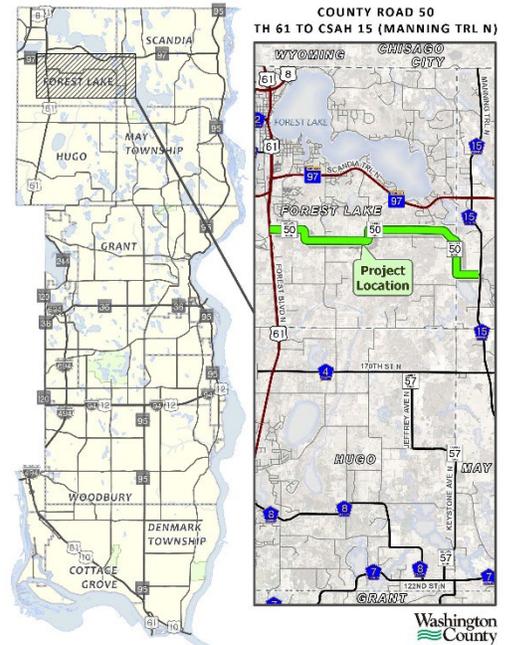
The County Authorized Representative for this RFP is Andrew Giesen:

[andrew.giesen@washingtoncountymn.gov](mailto:andrew.giesen@washingtoncountymn.gov)

#### 1.3. Study Goals and Objectives

The objective of this study is to implement responsible improvements to this corridor. In summary, the study goals are as follows:

- Utilize a comprehensive agency and public involvement process to engage, obtain feedback, and build consensus around a publicly supported slate of recommendations for this corridor.
- Compile a planning level corridor inventory using existing and collected data to support an understanding of existing conditions and potential corridor opportunities/constraints.
- Identify pedestrian/bike, safety, and drainage improvements along the corridor.
- Create an access management plan along the corridor.



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- Review the current corridor Right of Way and outline potential property impacts.
- Evaluate corridor challenges with the proposed improvements.
- Review current corridor for potential realignment within the 90 degree curve areas between Goodview Ave and Ingersol Ave along with looking at a more direct route/alignment connection of TH 61 and CSAH 15 (Manning Ave).
- Review and identify areas for storm water management locations with the study that will allow future projects to meet stormwater permitting requirements.
- Identify cost estimates and potential funding opportunities for recommended improvements. Show potential local cost shares with concepts being discussed as the preferred option/concept may be associated to a cost decision

### 1.4. Schedule

Washington County anticipates the following schedule:

Schedule	Due Date
Study Kick-off	May 2026
Data Collection	May – July 2026
Public/Agency Engagement	August 2026 – May 2027
Final Deliverables	July 2027

## 2. Scope of Services

The following outline of work tasks and associated items must 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 or 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 achieve community acceptance of a slate of recommendations for this corridor. Washington County will partner with the Cities and act as the lead agency through all aspects of the study. The County's role as lead agency does not preclude direct and regular interaction between the Consultant and the Cities, Watershed Districts, 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 each agency.

The Cities must be involved in early design development, intermediate completion points, and reviews. Their input must be incorporated on a regular basis to avoid review delays or reworking of design elements.

### 2.1. Project Management

The Consultant will perform all work necessary to effectively coordinate project completion, maintain the project schedule and budget, and 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 can be held virtually.

The proposal should include a summary of the project management measures required to ensure that the study is completed on time, within budget, and in accordance with applicable laws, policies, standards, and good engineering practices. The selected Consultant shall develop and implement a project-specific Quality Management Plan, which shall be provided to the county on or before the kick-off meeting.

### 2.2. Data Collection and Site Visit

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

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

- LIDAR
- Right of Way Information
- As-built information

### 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 robust and focused public engagement plan will be essential to facilitate community acceptance of this study, while maintaining the transportation objectives and requirements of Washington County, MnDOT, and the Cities.

The Consultant shall develop a public involvement plan to meet the study objective and goals while facilitating acceptance and approval of the study. The plan should provide an overall approach to engagement, as well as specific activities, techniques, strategies and how these specific tasks will integrate into the overall process.

It is anticipated that at least two presentations to the Forest Lake City Council and one presentation to the Scandia City Council will be needed during the study. The county will present these presentations, with support from the Consultant.

#### 2.3.1. Project Website

Washington County will create a project-specific website. The selected Consultant will be responsible for providing text and graphics for the website throughout the study.

#### 2.3.2. Open Houses and Newsletters

Assist the County in conducting public engagement and outreach throughout the study. This will include, but is not limited to open houses, public mailers, social media, and email outreach as necessary to maximize attendance and audiences.

The Washington County Style Guide, located at <https://www.co.washington.mn.us/styleguide>, shall be used to create documents for the public (newsletters, post cards, posters, etc.). However, Consultants are encouraged to develop and present cost effective solutions to engage members of the public.

### 2.4. 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.

### 2.4. Design Services

#### 2.4.1. 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.

At the start of study, the Consultant shall contact Gopher State One Call to obtain a design locates of all utilities within the study limits. All utilities shall be identified as to owner, type, and size. The Consultant will conduct detailed utility searches and identify conflicts to ultimately be included in the construction plans.

#### 2.4.2. Wetland Delineation

The county will perform a level 1 wetland delineation for this project.

#### 2.4.3. Intersection Analysis and Access

The Consultant shall perform traffic safety and operations analysis along CR 50 utilizing traffic data and using available traffic forecasts. Existing and future access and access spacing should also be analyzed to account for any future development and growth in this area. The Consultant is to review all intersections along the corridor to provide potential short- and long-term intersection or segment improvements to address issues identified in traffic analysis.

#### 2.4.4. Additional Corridor Uses

The Consultant shall perform an analysis to determine multi-modal needs in the area, including bikes/pedestrian, snowmobiles, and equestrian use.

#### 2.4.5. Concept Development

The development of concepts for the corridor should be based on the identified needs, public and agency input, Washington County design guidelines, and agency costs. Concepts will include typical sections, access points, intersection, high level roadway geometrics and intersection control types. This should be presented in a final corridor layout which shows the different project sections and a narrative to go along with each section identifying section vision, challenges within the individual section, right of way within the section, and accompanying cost estimate for improvements.

#### 2.4.6. Alternatives Evaluation

The Consultant shall provide an approach to developing alternatives for the roadway corridor. The associated impacts for each alternative should be analyzed in a matrix format. Preliminary recommendations, high level cost estimates, and cost allocations shall be developed for the alternatives with sufficient detail for evaluation by all stakeholders.

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### 2.4.7. Drainage Design

As conceptual geometric alternatives are developed, the Consultant will perform a preliminary hydraulic analysis for each alternative to the extent necessary to determine major drainage issues or obstacles that may impact the roadway design, and to determine where potential land acquisition will occur. 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 basins and storm sewer systems.

### 2.4.8. Geotechnical Evaluation

The Consultant will conduct a Geotechnical Evaluation and Report either in-house or by hiring a qualified firm. The Consultant shall schedule a meeting with the Geotechnical Representative, the Consultant Project Manager, and the Washington County Project Manager to incorporate recommendations, complete pavement design.

### 2.4.9. Geometric Layout

The Consultant will develop a municipally approved preliminary geometric layout in accordance with the appropriate design standards, guidelines and policies.

The layout will include horizontal alignments, roadway and trail geometry, typical sections, and utility 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.).

### 2.4.10. Project Costs

The Consultant will provide a project cost estimate for design alternatives being considered and at the completion of the study. Below are the anticipated items to be included, as applicable:

- Construction
  - Shall include a 20% Contingency
- Construction Engineering/Contract Admin. (8% of Const. Costs)
- Right-of-Way
- Design Engineering

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

### 2.4.11. Study Report

This report shall include an executive summary, previously produced materials, technical memorandums, cost estimates, and appropriate graphics, maps, concepts, alternatives, etc. that were generated as part of the preliminary design efforts. The selected Consultant shall prepare a Draft and a Final Report.

## 2.5. Deliverables

The Consultant shall provide the following:

- Meeting materials as needed for stakeholder engagement
- Geometric Layout in a PDF electronic format
- Costs estimate in Microsoft Excel format

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- Electronic design files in MicroStation or ORD format
- Study Report and supporting memos in Microsoft Word and PDF formats

### 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 the Minnesota Department of Transportation (MnDOT), 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:

- 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.
- A statement of the objectives, goals, and tasks to show or demonstrate the responder's understanding of the nature of the study and the work required.
- 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.
- 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 study. The Consultant project manager must be available in a local office (Minneapolis/St. Paul metropolitan area) during the entire study period.
- 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/study 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 study.

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- A list of key personnel who will be assigned to the study; their area of responsibility, work experience, qualifications, and availability to perform the proposed work. No change in personnel assigned to the study will be permitted without the written approval of the County's Project Manager.
- 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 study requirements, a critical path timeline, approach to quality control, deliverable due dates, and study completion date. This work plan will form the basis for cost negotiations after responder selection.
- The Proposer shall summarize the key elements of the proposal and provide a discussion as to why the firm should be selected for this study.
- Firms are encouraged to propose additional tasks or activities if they believe such tasks or activities will substantially improve the results of the study. These proposed additional tasks should be separated from the required material.

### 3.1. Appendix A – County's Standard Terms and Conditions

Submit a signed Appendix A as the Consultant to whom the contract is awarded shall be required to comply with the terms and conditions contained therein.

### 3.2. Conflict of Interest

The Consultant must identify any potential conflict of interest it may have with the County or any other party or entity that may be affected by the terms of this RFP and responsive proposals. 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, require withdrawal or rejection of the Consultant's proposal.

## 4. Proposal Submittal

To be considered, an electronic version of the proposal shall be submitted no later than **3:00 PM on Friday, March 20, 2026** to:

Andrew Giesen, PE – Project Manager  
[andrew.giesen@washingtoncountymn.gov](mailto:andrew.giesen@washingtoncountymn.gov)

If the submitted proposals are unacceptable, the County reserves the right to reject any and all proposals.

Late submittals will not be considered and will be returned.

All proposals, once submitted, become the property of the county. They will not be returned to the consultants. 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.

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%

The Consultant with the highest evaluated score will be selected.

### 5.1. Conditions of this RFP

- 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 Consultants.
- The County reserves the right to interview any, all, or none of the Consultants.
- The County reserves the right to enter into a contract with more than one Consultants.
- 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 Consultant including but not limited to expenses associated with the preparation and submission of the proposal.
- Proposals submitted become a matter of public record. All data collected, created, received, maintained, or disseminated for any purposes by the activities of the Consultant because of this RFP is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

## 6. Proposal Questions

Any questions regarding this RFP should be directed via email to [andrew.giesen@washingtoncountymn.gov](mailto:andrew.giesen@washingtoncountymn.gov) **by 3:00 PM on Tuesday, March 10, 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 timeline listed above.

**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 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.

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) 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.

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### **XVI. 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 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.

### **XVII. 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.

### **XVIII. 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.

### **XIX. 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.

### **XX. 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.

**CR 50 Corridor Study**

**XXI. 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)