REQUEST FOR PROPOSALS (RFP)

FOR

PACKAGE A: CONSTRUCTION INSPECTION SERVICES
PACKAGE B: ENVIRONMENTAL INSPECTION SERVICES

*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 in the body of the proposal.*

This RFP contains the following sections:

1. **PROJECT INFORMATION**
2. **ROLES AND RESPONSIBILITIES**
3. **SCOPE OF SERVICES**
4. **PROPOSAL CONTENT**
5. **PROPOSAL EVALUATION**
6. **PROPOSAL SUBMITTAL**
7. **PROPOSAL QUESTIONS**

APPENDIX A: CONTRACT TERMS AND CONDITIONS

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Equal Employment Opportunity / Affirmative Action

1. Project Information

The Washington County Public Works Department is issuing this Request for Proposal (RFP) for Construction Inspection and Environmental Inspection services for various projects that will be constructed in 2021 as shown on the map below.

Package A - Construction Inspection:

- Provide two full-time construction inspectors to collaborate and supplement Washington County Staff during the 2021 construction season
- One inspector must have significant Bridge Inspection experience
- Provide additional short-term inspection assistance at critical points based on project schedules and needs

Package B - Environmental Inspection:

- Provide part-time environmental inspector to perform weekly NPDES inspections on all active projects
- Reports to Washington County Construction Engineer weekly to review inspection results and corrective actions
- Focused on working with Project Staff to maintain permit compliance and ensure environmental integrity while progress continues on projects

Washington County
2021 PAVEMENT REHABILITATION & CONSTRUCTION PROJECTS
Proposed Program subject to change due to funding availability and coordination with other agencies.
Projects shown are expected in 2021 construction year.
Pavement Rehabilitation
1 CSAH 18 - Lakeland & Lakeland Shores
- St Croix Trl S: 7th St S to I-94
- Pavement Improvement
2 CSAH 3 - Scandia
- Olinda Trl N: Old Marine Trl to County Line
- Remove & Replace
Highway Construction Projects
3 CSAH 21 - Denmark Twp
- St Croix Trl S: 80th St S
- Box Culvert Replacement
4 CSAH 19 - Woodbury
- Woodbury Dr: Dale Rd to CSAH 18 (Bailey Rd)
- Roadway Reconstruction
5 CSAH 24 - Oak Park Heights
- Osgood Ave & TH 36 Intersection
- South Frontage Road Realignment
6 CSAH 15 - Stillwater, Stillwater Twp, Grant, Lake Elmo
- Manning Ave & TH 36
- Tree Removal (SPRING)
7 CSAH 15 - Stillwater, Stillwater Twp, Grant, Lake Elmo
- Manning Ave & TH 36
- Interchange Construction (SUMMER through 2022)
Park Projects
8 Lake Elmo Park Reserve
- Farney Creek Dam
- Dam Repair & Pipe Replacement
9 Lake Elmo Park Reserve
- Central Greenway Regional Trail
- Pavement Improvements
0 1 2 4 6 8 Miles
FOREST LAKE
SCANDIA
HUGO
MAY TOWNSHIP
STILLWATER TOWNSHIP
GRANT
LAKE ELMO
WEST LAKELAND TOWNSHIP
AFTON
WOODBURY
COTTAGE GROVE
DENMARK TOWNSHIP
February 8th, 2021
This map is the result of a compilation and reproduction of land records as they appear in various Washington County offices. This map should be used for reference purposes only. Washington County is not responsible for any inaccuracies.

2. Roles and Responsibilities

2.1. Washington County Construction Organizational Chart

Washington County has developed the following Organization Chart to provide a framework to clearly identify project administration roles on a typical construction project.

2.2. Washington County Construction Responsibilities

The responsibilities for each of the roles identified in the Construction Organizational Chart have been established to ensure that the project is completed in conformance with the construction contract and that all required documentation, testing, etc. is completed to comply with the contract and funding sources. Based on the project requirements, personnel, etc., these responsibilities may be shifted or shared amongst team members.

2.2.1. Construction Engineer

- Schedule, prepare, and present Preconstruction Meeting
- Construction issue decision maker
- Coordinate with Washington County construction group
- Approve/advise on changes and extra work
- Approve payments
- Review and approve final estimate
- Review project schedule

2.2.2. Project Engineer/Project Manager

- Prepare and attend Preconstruction Meeting
- Administrative point of contact for the construction contract
- Prepare and present weekly construction meeting
- Prepare and review pay estimates
- Prepare change orders
- Verify costs with funding partners
- Verify internal funding
- Maintain administrative files and documentation
- Review and distribute submittals and shop drawings
- Outside communication
- Weekly updates, website, social media (work with Communication Coordinator/Business Liaison)
- Advanced notice for businesses, residents, agencies, etc.
- Design Issue decision maker
- Design clarifications/changes
- Formal contract communication
- Review project schedule
- Permit execution
- Utility planning and coordination
- Project closeout

2.2.3. Inspector(s)

- Attend preconstruction meeting
- Serve as the field/construction point of contact
- Provide daily and regular correspondence with the Contractor

- Attend and participate in weekly construction meetings and coordinate project schedule with contractors and others
- Regularly update the Project Engineer/Manager by phone, email, or meeting as necessary to keep County informed of issues and progress on the project
- Independently monitor and inspect the progress and construction methods to ensure projects meet contractual requirements
- Communicate and resolve field problems with contractors, staff, utility companies, residents, and affected parties
- Coordinate with material testing firm to schedule testing to ensure compliance with project requirements for soils, aggregates, bituminous, concrete, and other materials
- Assist the contractor with coordination of any private utility relocation issues
- Coordinate with MNDOT Inspection Services for concrete and bituminous plant inspection
- Maintain a daily diary that documents weather conditions, on-site construction personnel, hours worked, construction equipment used, detailed description of construction activities observed, and documentation of inspection points and field decisions
- Ensure National Pollutant Discharge Elimination System (NPDES) permit compliance
- Measure and document project quantities, maintain an item record account log, and enter quantities into Appia software
- Prepare partial pay estimates and route for signatures and further processing
- Review Contractor quality control documentation
- Conduct wage interview with individual employees and provide documentation to Engineer
- Project closeout documentation
- Develop punch list
- Monitor work zone traffic control

2.3. Work Environment

2.3.1. Project Engineer/Inspector

- Project Engineer/Inspector should anticipate working from a field trailer and/or pickup truck based at the assigned construction site
- Must be able to perform the following: bending, turning/twisting, kneeling, climbing, reaching out, grasping, fingering, and lifting up to 50 pounds
- Must be able to tolerate, but should not be limited to the following exposures: construction zones, heavy equipment, live traffic, heat, cold, rain, dust, and dirt

- Must be able to operate the following: personal computer, printer, telephone, cellular phone, calculator, copy machine, photo/video equipment, personal safety equipment, electronic drafting equipment, material testing equipment, and survey instruments
- Additional physical/mental requirements may not be listed above, but are inherent in performing the position's essential functions
- Night, evening, and weekend hours should be expected

3. Scope of Services

3.1. Package A: Project Inspector

3.1.1. Provide two qualified, experienced individuals to fulfill the role of Project Inspector on several projects as part of a team that will consist of Washington County and Consultant Staff. Inspectors will be working at the direction of a Washington County Project Engineer. At least one of the proposed individuals must have significant bridge/structures experience and training. Additional short-term inspection services may be necessary throughout the season based on project schedule and needs.

The essential role of these individuals will be to represent Washington County for all construction field work and to administer the project(s) in accordance with the construction contract and established construction procedures. These positions will be field-based on the construction site.

3.1.2. The Inspectors are Washington County's on-site project representatives providing oversight during construction. The focus of the Inspector(s) is to ensure Washington County is receiving a quality project in the specified timeline at the best possible cost while maintaining public, employee, and environmental safety in accordance with the contract documents. Desirable experience and training includes:

- Understanding of contract plans and specifications
- MNDOT Certified Landscape Specialist training
- Understanding of project schedule
- Experience with erosion control practices and National Pollutant Discharge Elimination System (NPDES) permit compliance
- Work zone traffic control experience
- Project documentation experience – Appia/OneOffice software experience preferred
- Previous experience on Federal-Aid funded construction projects
- Two year degree in civil/highway engineering or in another directly related field and four years of experience OR six years of experience
- MNDOT Certifications in grading and base, concrete, and bituminous inspection

3.2. Package B: Environmental Inspector

3.2.1. Provide a qualified, experienced individual to perform construction site inspections as required in the MPCA NPDES permit and collaborate with Washington County and Contractors to ensure permit compliance while encouraging construction progress.

Duties of the Environmental Inspector include:

- Perform routine and post-storm inspections for all active Washington County construction projects
- Update and maintain SWPPP for all projects
- Meet weekly with Washington County Construction Engineer to review results of inspections and discuss corrective actions (if necessary)
- Focus on problem solving through collaboration with engineers, inspectors, contractors, etc. to maintain compliance with MPCA NPDES, Watershed, and other environmental permits while encouraging construction progress
- Must possess current Construction Site Management certification

3.3. Additional Scope Clarifications

3.3.1. All work shall comply with the procedures, requirements, and regulations of the Minnesota Department of Transportation, Washington County, Local Governments, and other permits and funding sources.

3.3.2. Material Testing: All project material testing will be completed by Consultant Testing Agencies operating under a separate contract with Washington County and plant inspection will be completed by MNDOT. The project team is responsible for scheduling the testing consultant and verifying the work is completed in accordance with the contract requirements.

3.3.3 Surveying: All project surveying will be provided by a Consultant operating under a separate contract with Washington County. The project team is responsible for relaying survey requests from the project. The survey consultant will be an integral part of the project team.

3.3.4. Traffic Department: The Washington County Traffic Department will review traffic control plans, layout of striping, and verification of sign installation locations.

3.3.5. Communications: Website updates, mailings, emails, social media, etc. will be performed by Washington County's Communications Coordinator. The project team will provide information and photos.

3.3.6. Design Support: Design support, clarifications, and changes will be the responsibility of Washington County.

3.3.7. Right of Way: All Right of Way will be acquired by Washington County. Project team is responsible for verifying that all work remains within the right of way and/or easements.

3.3.8. The firm selected will be required to furnish all labor, materials, transportation, tools, supplies, equipment, etc. necessary to complete the tasks defined in this RFP.

3.3.9. The consultant shall provide construction vehicles 10 years or newer that are capable of traversing off-road conditions (pickup truck or SUV)

3.3.10. Vehicles must have the consultant's name and logo displayed on the side and must be equipped with flashing strobe lights. One light must be visible for 360 degrees around the vehicle at a height of 3.5 feet and a radius of 60 feet or greater.

3.3.11. All personnel are required to wear steel toe safety boots and high-visibility safety apparel at all times while on the jobsite. Hardhats are required when overhead equipment is in use. Additional PPE may be required to conform to site specific safety requirements.

4. Proposal Content

Proposals will be limited to no more than six (6) pages in length, including resumes of proposed personnel. 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. The following will be considered minimum contents of the proposal and must be submitted in the order listed:

- 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 also the names of other firms or individuals participating in the proposal.
- A statement of the work, roles & responsibilities, and work environment to show or demonstrate the responder's understanding of the nature of the project and the work required.
- 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 Construction Engineer.
- Examples and/or brief descriptions of similar projects completed by the proposed individuals including work on County State Aid Highways, Municipal Streets, and previous Washington County projects
- 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

5. Proposal Evaluation

A "Qualification Based Selection" method will be used to review proposals submitted in response to this RFP. The proposer must not include price information or hour summaries in the body of the proposal. Proposers may submit on one or both packages; proposals will be evaluated separately and awarded accordingly.

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-point scale will be used to create the final evaluation recommendation.

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

	PACKAGE A – Construction Inspection	
1)	Expressed understanding and demonstrated ability to meet the scope of work, roles, and responsibilities	30%
2)	Experience and qualifications of proposed personnel and their work on similar projects	35%
3)	Prior experience on similar Washington County projects	35%

	PACKAGE B – Environmental Inspection	
1)	Expressed understanding and demonstrated ability to meet the scope of work, roles, and responsibilities	30%
2)	Experience and qualifications of proposed personnel and their work on similar projects	35%
3)	Experience collaborating on construction projects to encourage progress while maintaining environmental standards	35%

Proposals will be evaluated and a successful proposer will be chosen on the basis of qualifications only. The successful proposer will be required to submit a detailed scope of services and budget promptly after selection. Washington County and the successful proposer will then meet to negotiate the final scope of services and compensation. If Washington County and the successful proposer 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 proposer.

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 proposers 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.

6. Proposal Submittal

All proposals must be sent electronically to:

Gerritt Bangma, Construction Engineer

gerritt.bangma@co.washington.mn.us

Submit one electronic copy (via email only) titled: "2021 Construction Services Proposal". The proposal must be signed by an authorized representative of the firm. Submit proposals no later than 3:00 PM on March 18, 2021. Late submittals will not be considered.

7. Proposal Questions

If you are interested in submitting a proposal for this service, email Gerritt Bangma at gerritt.bangma@co.washington.mn.us indicating your interest and your contact person by 3:00 PM on March 8, 2021.

All questions regarding this RFP must be sent via email to gerritt.bangma@co.washington.mn.us. Only written questions will receive responses. Washington County reserves the right to disregard questions received after 3:00 PM on March 11, 2021. 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 March 12, 2021.

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 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 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).