



REQUEST FOR PROPOSALS

Arboretum Area Transportation Plan

In the City of Victoria, City of Chanhassen, and City of Chaska in Carver County

A Corridor Traffic Management, Safety and Phasing Plan on Trunk Highway 5 from approximately CSAH 11(West) to TH 41 and including TH 41 (CSAH 18 to TH 5), CSAH 13 (CSAH 18 to TH 7) and 82nd St W (CSAH 13 to TH 41)

Issued by
Carver County Public Works Division
11360 Hwy 212, Suite 1, Cologne, MN 55322
(952) 466-5200 FAX (952) 466-5223

October 24, 2018

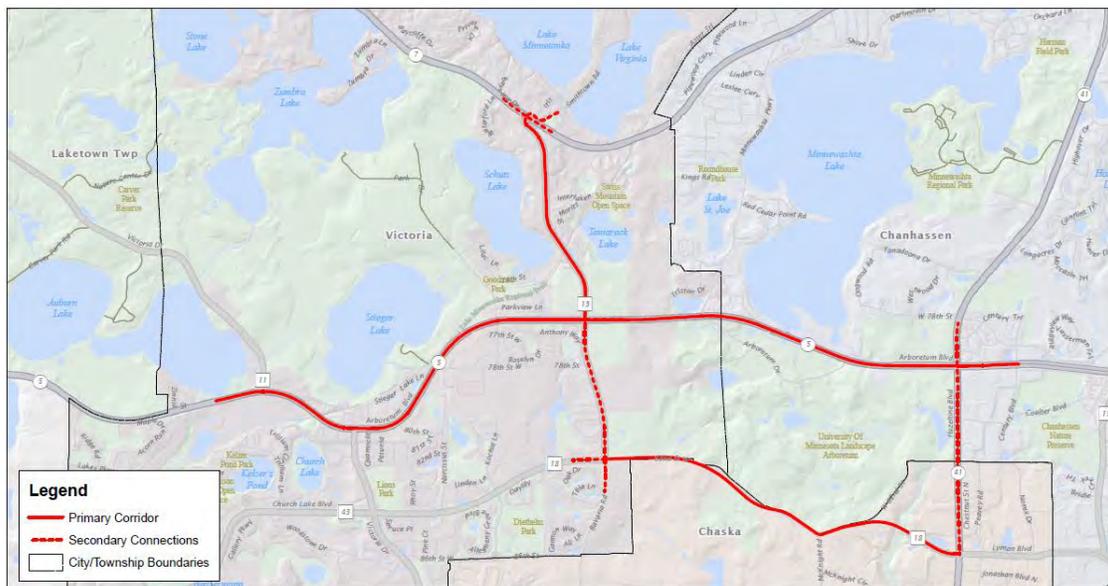
Please respond by 4:00 PM – Friday, December 7, 2018

1	Introduction	2
1.1	Overview.....	2
1.2	Corridor Study Overall Goal.....	3
1.3	Corridor Description	3
1.4	Project Timeline.....	5
1.5	Summary of Work Tasks	5
1.6	Information to be Supplied by Local Agencies	6
1.7	Carver County Contact Information	6
1.8	RFP Inquiries	7
1.9	Consultant / Staff Meeting	7
1.10	Agency Not Obligated to Complete Project	7
2	Proposal Submission Format and Delivery Requirements	7
2.1	Proposal Content	7
2.2	Proposal Response Delivery	9
2.3	Date and Hour of Submission	9
2.4	Costs for Document Development	9
2.5	Acceptance or Rejection of Submissions.....	9
2.6	Proposal Validity.....	10
2.7	Contract Evaluation and Award.....	10
2.8	Contract Negotiation and Execution	10
2.9	Proposal Submission Certification.....	10
2.10	Insurance Requirements.....	10
3	Proposal Evaluation.....	11
3.1	Evaluation of Submitted Proposals	11
3.2	Criteria	11
3.3	Notice of Award.....	11
4	Scope of Work.....	11
4.1	Task 1: Project Management.....	11
4.2	Task 2: Public Communication.....	12
4.3	Task 3: Public and Agency Engagement	13
4.4	Task 4: Corridor Vision & Goals	16
4.5	Task 5: Existing Conditions, Issues Identification & Needs Assessment.....	16
4.6	Task 6: Roadway & Intersection Concept Development, Evaluation & Recommendations	20
4.7	Task 7: Pedestrian & Bicycle Trail Concept Development & Recommendations	21
4.8	Task 8: Landscaping & Streetscaping Concept Development & Recommendations	21
4.9	Task 9: Planning Level Cost Estimates	22
4.10	Task 10: Implementation & Phasing Plan	22
4.11	Task 11: Report & Project Documentation.....	22
4.12	Task 12: Recommended Optional Tasks Identified by the Consultant.....	23

1 Introduction

1.1 Overview

The Carver County Public Works Division, in cooperation with the Minnesota Department of Transportation (MnDOT) and the cities of Victoria, Chanhassen, and Chaska, is issuing this request for proposals for the Arboretum Area Transportation Plan. This is a corridor traffic management, safety, and phasing plan that primarily includes Trunk Highway 5 (TH 5 / Arboretum Blvd.) from approximately the city of Victoria’s western city limits east past the TH 41 (Hazeltine Blvd.) / TH 5 (Arboretum Blvd.) intersection area to Century Blvd. in the city of Chanhassen. The study area also includes County State Aid Highway 13 (CSAH 13 / Rolling Acres Rd. / Bavaria Rd.) from TH 7 to CSAH 18 (82nd St. W) and 82nd St. W from CSAH 13 (Bavaria Rd.) to TH 41 (Hazeltine Blvd.). See the figure below and Attachment 1 for study location details.



The primary purpose of this study is to provide for short-, mid-, and long-term transportation improvements along TH 5 and the additional study areas. The proposed project will include reviewing traffic and design needs, access management, frontage and/or backage road needs, safety, connectivity to other major highways in the area, bicycle/trail and pedestrian connections, transit needs, stormwater requirements, and environmental screening and documentation.

Subarea planning will be a critical component of this study. Multiple subareas are anticipated including, for example: Downtown Victoria, Rolling Acres Road (CSAH 13) neighborhood, Arboretum area stakeholders, and CSAH 18/82nd St. W neighborhood. The consultant shall work to identify subarea definition within the overall study area needed for successful public engagement strategies and alternatives analysis. As part of the project process, public communication, public engagement, consensus, and decision-making will be required for the subareas. Each subarea will need an individualized planning process with goals, objectives, and performance measures tailored to localized interests. An overall unified public communication and engagement process needs to be developed that incorporates these individual subareas into a larger whole.

Other major elements of the project process include recommendations for the following: future long-range corridor vision; future corridor concepts and recommendations that include highway and intersection geometrics, right-of-way and cross-section needs and the associated impacts, access locations, trails and pedestrian needs, intersection traffic control and frontage/backage road locations; concepts and recommendations for stormwater management; and an implementation and funding plan.

Key deliverables and milestones include:

- Project Management
- Public Communication Plan
- Public & Agency Engagement (including Visualizations & Animations)
- Corridor Vision & Goals
- Existing Conditions, Issues Identification & Needs Assessment
- Roadway Concept Development, Evaluation & Recommendations
- Pedestrian / Bicycle Trail Concept Development & Recommendations
- Landscape and Streetscape Concept Development & Recommendations
- Planning Level Cost Estimates
- Implementation & Phasing Plan
- Report & Project Documentation
- Layout Creation and Approval including Stakeholders' Approval including right-of-way with cross-section needs and impacts
- Planning for Funding and Grant Applications (e.g. 2020 Regional Solicitation)

Schedule, consensus, and decision-making will need to consider key future dates and programs involving programmed and planned projects such as the State Transportation Improvement Program (STIP), Carver County Transportation Tax Implementation Plan, Carver County Capital Improvement Program (CIP), respective City CIPs, and key grant funding opportunities. For example, the County CIP includes reconstruction of CSAH 13 (Rolling Acres Rd.) in the study area in 2022. Decision-making processes will need to be coordinated to build consensus among stakeholders in order to meet key deadlines for project development and delivery. For this project to be successful, key deliverables and approvals are needed in Spring of 2020.

1.2 Corridor Study Overall Goal

The overall goal of the Arboretum Area Transportation Plan is to engage involved communities to reach consensus on an area-wide transportation vision and project specific, locally supported, project layouts that address traffic management, safety, and project phasing along the corridor and prepare agencies for 2020 grant opportunities.

1.3 Corridor Description

The Arboretum Area Transportation Plan is a multi-component and multi-corridor project. TH 5 is the main organizing or principal feature that serves as a backbone to the other linking corridors of TH 41, CSAH 13, CSAH 18, 82nd St W, and CSAH 11. TH 5, also known as Arboretum Blvd., is a major east-west route serving the city of Victoria, city of Chanhasen, city of Chaska and larger environs of Carver County. Most notably, this section of the TH 5 corridor is adjacent to the Minnesota

Landscape Arboretum. TH 5 also connects west to the city of Waconia and east to the city of Eden Prairie in Hennepin County.

The cities of Victoria, Chaska, and Chanhassen are located in northeast Carver County, in the southwest portion of the Twin Cities metropolitan area. All three cities are part of the Metropolitan Council's Urban Service Area with Community Designations of Emerging Suburban Edge communities. The study area is approximately 23 miles from downtown Minneapolis and 30 miles from downtown St. Paul.

The cities of Victoria, Chanhassen, and Chaska are experiencing rapid growth rates with population expected to more than double in Victoria by 2040 and increase by 60 percent in Chanhassen by 2040. The city of Chaska's population is expected to grow by 40 percent by 2040. In addition, the city of Victoria has an Orderly Annexation Agreement with Laketown Township for future urban growth.

The primary connection from the study area to the metropolitan area is via TH 5, which connects to US 212 on the eastern end. US 212 connects to I-494 and the Interstate system to and through the Twin Cities. In addition, CSAH 13 (Rolling Acres Rd.) connects north from TH 5 to TH 7, which is an east-west principal arterial route also connecting this area to the Twin Cities.

Growth and development as well as redevelopment along and feeding into the study area are rapidly taking place. Development throughout Carver and Hennepin Counties is contributing to more demands and pressures for more infrastructure and transportation capacity in the study area.

The western portion of the TH 5 corridor is the gateway into and through the city of Victoria's downtown center, which serves as an anchor and destination for commercial and residential development. The center of the corridor is defined by the intersection of TH 5 and CSAH 13 (Rolling Acres Rd.), which connects north to TH 7 and Hennepin County and south to the City of Chaska and US 212. This intersection is identified in the MnDOT Congestion Management Safety Plan IV Study (2018) as a Spot Mobility Improvement Opportunity Area. CSAH 13 (Rolling Acres Rd.) between TH 5 and TH 7 is a subarea component of this study. Existing condition concerns for this corridor include access management, safety, mobility and increasing traffic volumes, and environmental mitigation.

The eastern portion of the TH 5 corridor transitions into the city of Chanhassen and runs adjacent to the Minnesota Landscape Arboretum, which, as an international research center and cultural destination, is a major regional destination. 82nd St. W follows the southern border of the Minnesota Landscape Arboretum and is a specific subarea of this study. The 82nd St. W corridor is the future extension of Lyman Blvd./CSAH 18 and serves as a connection and linking highway to local destinations. An alternatives analysis was conducted for this corridor from CSAH 13 to TH 41 in 2011. This study will review and build on that analysis and move it forward through the public engagement and overall study process.

Existing land use along the TH 5 corridor is defined as Central Business District in and around the city of Victoria's downtown center and transitions to mostly a Residential District designation east of Downtown Victoria. The land use in the southeast quadrant of the TH 5/CSAH 13 intersection,

west of the Minnesota Landscape Arboretum has an Agricultural District designation.

Land use within the city of Chanhassen is Low Density Residential along the north side of TH 5 with the Minnesota Landscape Arboretum designated as Public Semi Public. West of the TH 41 intersection, the land uses are Office Industrial and Residential Medium Density. Land use in the city of Chaska south of 82nd St. W within the study area is Industrial on the eastern end of the corridor near TH 41 with land west to CSAH 13 preserved as Rural Residential.

TH 5 is defined as an “A” Minor Arterial within the Metropolitan Council’s roadway functional classification system. The highway is currently a two-lane undivided roadway with limited turn lanes at key locations along the corridor. CSAH 13 (Rolling Acres Rd.) from TH 5 north to TH 7 is also identified as an “A” Minor Arterial and is currently a two-lane undivided, rural highway. CSAH 13 (Bavaria Rd.) south of TH 5 and 82nd St. W east of CSAH 13 are classified as a “B” Minor Arterials.

For more information on roadway characteristics in and around the study area, see the Draft 2040 Carver County Plan: <https://www.co.carver.mn.us/departments/public-services/planning-water-management/planning/plans/2040-comprehensive-plan>

1.4 Project Timeline

The contract for this project is expected to be awarded in **January 2019**. The study process is expected to take approximately eighteen (18) to twenty-four (24) months to complete. Adherence to this study timeline is critical for the study’s success, as it is directly tied to project development, funding application solicitations, and project implementation.

1.5 Summary of Work Tasks

The selected consultant or consultant team will complete a number of analyses to develop preferred alternatives for the future. A listing of anticipated project tasks is provided below. Section 4 provides a comprehensive description of specific work activities.

- Task 1: Project Management
- Task 2: Public Communication
- Task 3: Public & Agency Engagement
- Task 4: Corridor Vision & Goals
- Task 5: Existing Conditions, Issues Identification & Needs Assessment
- Task 6: Roadway & Intersection Concept Development, Evaluation & Recommendations
- Task 7: Pedestrian & Bicycle Trail Concept Development & Recommendations
- Task 8: Landscape & Streetscape Concept Development & Recommendations
- Task 9: Planning Level Cost Estimates
- Task 10: Implementation & Phasing Plan
- Task 11: Report & Project Documentation
- Task 12: Recommended Optional Tasks Identified by the Consultant

1.6 Information to be Supplied by Local Agencies

Copies of the following will be supplied to the successful candidate:

Provided by County

1. Draft Carver County 2040 Roadway System Plan
2. Carver County 2030 Roadway Safety Plan (2013)
3. Carver County Roadway System Plan Amendment (2014)
4. Carver County Access Management Guidelines
5. TH 5 Corridor Study: From TH 41 to TH 212 (October 2008)
6. Carver County 2040 Travel Forecast Model
7. Bridge Inspection Reports
8. Digital aerial photos
9. Digital parcel base mapping
10. Photography and contour data from aerial drone flight (anticipated in Spring 2019)
11. Highway 41/18 Project Construction Plan and CAD files
12. Highway 5 Regional Trail Master Plan, Construction Plan, and CAD files
13. CSAH 18 Alternative Analysis from TH 41 to CSAH 13 (2011)
14. 82nd Street W Existing Right of Way Exhibit (2018)
15. Project website and GovDelivery email subscription service
16. Project social media site(s)
17. Public participation mailing list(s)

Provided by State

1. MnDOT Congestion Management Safety Plan IV Study (2018)
2. Corridor Investment Management Strategy TH 5 Corridor Report/Maps
3. Access to Streetlight Traffic Data for State Highways

Provided by Cities

1. City of Victoria Downtown Traffic Study
2. Draft City of Victoria 2040 Comprehensive Plan
3. Draft City of Chanhassen 2040 Comprehensive Plan
4. Draft City of Chaska 2040 Comprehensive Plan
5. Demographic data

Provided by Arboretum

1. Master Plan (2018)

1.7 Carver County Contact Information

This RFP is issued by Carver County Public Works, 11360 Hwy 212, Suite 1, Cologne, MN 55322, on behalf of the State, Cities, and County. Any City or State related questions will be forwarded to the City or State representative via the County contact for review and forwarding through the formal RFP process. The point of contact for all questions or requests for additional information is:

Angie Stenson, AICP
Sr. Transportation Planner
Carver County Public Works
11360 Hwy 212, Suite 1
Cologne, MN 55322
Email: astenson@co.carver.mn.us

All contact with personnel employed by the County except for the contact persons named above and other contact as specified in Section 1.8 with respect to this RFP shall be prohibited. Improper contact may constitute grounds for rejection of proposal.

1.8 RFP Inquiries

All inquiries regarding this RFP including requests for additional information or clarification and proposed modifications or amendments to the RFP must be submitted by electronic copy in accordance with 1.7 above. All inquiries must be received no later than **Wednesday, November 21st** at 4:00 PM and must be labeled "Arboretum Area Transportation Plan." Each inquiry must include the inquirer's name, firm, telephone number and email address. Each inquiry should begin by referencing the RFP page number and section to which it relates.

The County will attempt to provide any assistance or additional information of a reasonable nature that may be requested by interested firms.

Inquiries received after the Wednesday, November 21st deadline may not be considered. All inquiries received before the deadline will be compiled. Responses to all inquiries will be made available to all consultants by **Friday, November 30th**.

1.9 Consultant / Staff Meeting

Upon request, each consultant will be granted one combined meeting with County and City staff at a date and time to be determined by County and City staff during the proposal solicitation period. The purpose of this meeting will be to provide information on the study purpose and answer questions about the corridor. These meetings will be scheduled by the County and will occur prior to Wednesday, November 21st. To request a meeting, contact the Carver County contact listed in Item 1.7 by Wednesday, November 14, 2018 at 4:00 PM.

1.10 Agency Not Obligated to Complete Project

This request for proposal does not obligate the County to award a contract or complete the project and the County reserves the right to cancel the solicitation or parts of the solicitation if it is considered to be in their best interest.

2 Proposal Submission Format and Delivery Requirements

2.1 Proposal Content

The proposal shall be limited to no more than 25 pages, not including cover letter, examples of

work, graphical materials (maps, pictures, and drawings), résumés and items required under number 2.1.6 below.

The following will be considered the minimum contents of the proposal:

- 2.1.1 A statement of the objectives, goals and tasks to show the firm’s view and understanding of the proposed project.
- 2.1.2 A description of the deliverables to be provided by the firm.
- 2.1.3 An outline of the firm’s background and experience with similar projects and a list of personnel who will work on the project. This section will detail staff training, work experience and employee category.
NOTE: The project manager identified in the proposal will remain in place throughout the project as long as he/she is employed by the firm. Changes in other key personnel assigned to the project will require written permission of the County project manager.
- 2.1.4 A detailed work plan that identifies major tasks to be completed and a timeline for those tasks will be used as a scheduling and management tool. Please identify any optional works tasks in this area and in the detailed cost breakdown (see 2.1.6 below).
- 2.1.5 Identify the level of the sponsoring agencies’ participation in the contract including a detailed list of data needs as well as any other services to be provided by the State, County, or cities.
- 2.1.6 Fee Estimate: Provide an estimate of the total study costs per the defined scope of work. The fee estimate shall be broken into work tasks with an hourly estimate of time required by each project personnel or sub-consultant. Any allowances for project costs, such as mileage or indirect office costs should be identified. The actual fee will be based on hourly and reimbursable costs with a not-to-exceed maximum contract amount. The fee proposal shall be structured in a form with substantially the information categories as follows:

	Project Manager	Key Personnel in Descending order of Responsibilities →	Sub-consultants	Expenses (Total mileage, etc.)	Total Hours	Cost Per Task	Total Cost per Deliverable
Task (Ex. Project Mgmt)							
Task Sub-total Hours							
Descending task per proposal ↓							
Total Hours							
Cost Per Hour							
Total Cost							

NOTE: Due to the nature of public and agency engagement in this study, it is difficult to identify the exact number of meetings that will be required before the project begins. The consultant is expected to make an educated guess at the type and number of these

meetings in the work plan and in the cost breakdown. Please also prepare and submit a typical per meeting cost for the various meeting types expected as part of this project.

- 2.1.7 Any recommended optional work tasks suggested by the consultant shall be indicated as such and should include the information identified above.

2.2 **Proposal Response Delivery**

Submit one (1) complete electronic copy and seven (7) hard, paper copies of the proposal, including proposed costs. Proposals are to be sealed in mailing envelopes or packages with the responder's name and address written on the outside. An authorized member of the firm must sign each copy of the proposal in ink.

All proposals must be sent to:

Angie Stenson, AICP
Sr. Transportation Planner
Carver County Public Works
11360 Hwy 212, Suite 1
Cologne, MN 55322
Email: astenson@co.carver.mn.us

2.3 **Date and Hour of Submission**

All proposals must be received no later than **Friday, December 7, 2018 at 4:00 PM**. Late proposals will not be considered.

2.4 **Costs for Document Development**

Costs for developing the response to this RFP are entirely the responsibility of the proposing party and shall not be chargeable in any manner to the County. All vendors agree to provide all such additional information as and when requested, at their own expense. No vendor in supplying such information shall be allowed to change the pricing or other cost quotations originally submitted.

2.5 **Acceptance or Rejection of Submissions**

The County reserves the right to reject any or all proposals, to waive technicalities or irregularities and to accept any proposal it determines to be in the County's best interest. Proposals will be determined to be non-responsive and will not be considered if the conditions identified in 2.1-2.3 are not met. The acceptance of any proposal submission shall not in any way cause the County to incur any liability or obligation to a vendor, financial or otherwise. The County may cancel the RFP in whole or part without making an award at its sole discretion, without any liability being incurred by the County to any vendor for any expense, cost, loss or damage incurred or suffered by the vendor as a result of such withdrawal.

2.6 **Proposal Validity**

A proposal submitted in response to this RFP is irrevocable for 90 days from the date of submission. The County reserves the right to withdraw a proposal acceptance at any time if in the opinion of the County the vendor is unwilling or unable to enter into a form of contract satisfactory to the County. Acceptance will be defined as the County selecting a Consultant as the provider of service for the intent of negotiating a contract for services.

2.7 **Contract Evaluation and Award**

The County reserves the right to execute any of the following options:

- Issue no contract award for any of the services described within this RFP.
- Award all services to one vendor.
- Issue contract awards for any combination of services and vendor, either all or part of the business as the County sees fit.
- The County is not obligated to accept the lowest price or most technologically advanced proposal.

The County has no obligation to reveal the basis for contract award or to provide any information to vendors relative to the evaluation or decision-making process. All participating vendors will be notified promptly of bid acceptance or rejection.

2.8 **Contract Negotiation and Execution**

After the successful firm is selected, the County and the selected firm will enter into contract negotiations containing all terms and conditions of the proposed service. Any acceptance of a proposal is contingent upon the execution of a written contract and the County shall not be contractually bound to any Consultant proposal prior to the execution of such written contractual agreement. The contents of the proposal submitted shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

Contract execution is contingent upon approval by the County's Board of Commissioners.

2.9 **Proposal Submission Certification**

By submitting a proposal, vendor certifies that he or she has carefully examined all the documents for the project and has carefully and thoroughly reviewed this RFP, and understands the nature and scope of the work to be done and the terms and conditions thereof. The vendor further agrees that the performance time specified is a reasonable time.

2.10 **Insurance Requirements**

The acceptance of a bid proposal is contingent on vendor providing satisfactory proof that the vendor has adequate insurance coverage. An example of a Professional Services Agreement is attached (Attachment 2), which identifies the insurance requirements of Carver County.

3 Proposal Evaluation

3.1 Evaluation of Submitted Proposals

The County aims to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals that are properly submitted and deemed responsive will be evaluated by the Evaluation Committee using the evaluation criteria listed below. The Evaluation Committee will be composed of selected representatives from MnDOT, the County, and the cities and will make a recommendation for the award. An interview may be a part of the evaluation process.

3.2 Criteria

The Evaluation Committee will evaluate the submitted RFPs in five areas:

1. Technical competence and expertise demonstrated in project understanding, proposed project approach and methodology, project work plan, and project management techniques.
2. Specialized expertise, capabilities, and technical competence demonstrated by the Consultant's background and experience with similar recent work, and ability and experience in handling similar projects.
3. Consultant's record of past performance on recent projects, including ability to control costs, ability to meet schedules, quality of work, and familiarity with and availability to the project locale.
4. The qualifications, experience, and availability of key personnel and other resources to perform the work within the specified time limit.
5. Proposed Cost.

The Evaluation Committee will select a vendor that best understands the project, can deliver the project in a timely manner, has quality personnel, and can deliver the job at a reasonable and realistic cost.

3.3 Notice of Award

All vendors submitting a response to this RFP will be notified in writing of the award of a contract if and when an award is made. If no award is made, all vendors will be notified accordingly. For the purposes of this RFP, an award shall be deemed to have been made upon the completion of contract negotiations. Evaluation and selection is anticipated for completion three weeks from the proposal due date.

4 Scope of Work

4.1 Task 1: Project Management

4.1.1 Administration

Administration of the project will include monthly progress reports, invoicing, contract amendment requests, cost and schedule updates, billing preparation, other non-technical

work, communication with the necessary project personnel and all other work to ensure all the project tasks are completed on time, within budget and in accordance with state and federal laws, rules and regulations.

4.1.2 General Coordination

General coordination of the project will include scheduling meeting dates and times as required. The consultant will coordinate with County staff to determine public meeting location and facility requirements.

4.1.3 Project Management

The consultant project manager shall ensure that deliverables are on time and regular communication occurs with the project management team and key stakeholders. Consistency in project management for this project is paramount. No changes in project management personnel will be made without a written notice. Conditions where changes in key personnel are unavoidable (i.e. no longer employed by the firm) are understood. Substitutions based on new projects or other additional workloads will not be favorably received. Likewise, the County and the cities will notify the selected consultant if there are changes in key personnel for their agencies.

4.1.4 Deliverables:

- 4.1.4.1 Project Management Plan to manage and track required project tasks, status, schedule, and action items.
- 4.1.4.2 Monthly progress and status reports
- 4.1.4.3 Schedule project team meetings
- 4.1.4.4 Updates to project schedule
- 4.1.4.5 Coordinate activities with stakeholders via telephone, email and written correspondence
- 4.1.4.6 The County shall be billed monthly throughout the duration of the project, no later than ten (10) days after the completion of each month. All invoices shall clearly show the following by task:
 - Budget Amount
 - Total Billed to Date
 - Percent Billed of the Budget Amount
 - Percent Remaining of the Budget Amount
 - Remaining Budget
 - Estimated Percentage Complete of Task
 - Estimated Percentage Needed to Complete Task
 - Budget Needed to Complete Task
 - Estimated Amount Over/Under Budget

4.2 Task 2: Public Communication

4.2.1 Public Communication Plan & Strategies

The selected consultant will develop and implement a public communication plan for the duration of the project. The consultant project manager shall provide information for updates to the project website and any public outreach communication. Carver County intends to host a project website for the study. The website will contain links for

interested parties to be notified on study progress and project announcements via email, Facebook, Twitter, etc. Carver County will establish Facebook and Twitter sites for the project. The consultant project manager, or their representative, will be given editing rights to the project website and these social media sites, and they shall assist by providing project status updates. This task should include and identify proposed public communication components in addition to the project website and social media communication such as project newsletters, mailings, or other online information sharing methods.

4.2.2 Deliverables:

4.2.2.1 Public Communication Plan

4.2.2.2 Delivery and Implementation of Communication Plan Strategies

4.3 Task 3: Public and Agency Engagement

Community engagement will be an important and continuous component of the project in order to build understanding of the study's purpose, timeline, findings, and recommendations in the community and stakeholder groups. The corridor is already developed and projects with development along the corridor generally take additional time and effort in order to get stakeholder buy-in because of the impacts to existing properties and businesses. The selected consultant will be expected to develop a comprehensive public engagement plan that will encourage stakeholder participation in the corridor planning process.

4.3.1 Develop Public Engagement Plan

The selected consultant will prepare a public and agency engagement plan that will generate and guide public and agency participation in the corridor study process. Consultant will solicit input from MnDOT, County, city of Victoria, city of Chanhassen, city of Chaska, residents, property owners, neighborhoods, and other stakeholders throughout the study process. The consultant will work with the County, cities, and major stakeholder groups to identify and develop opportunities to engage underrepresented populations in outreach efforts.

The public engagement process needs to be developed to incorporate individual corridor subareas into a larger whole. As part of the project process, public engagement, consensus, and decision-making will be required for several sub-areas of the study area. Each subarea of the study needs to include a public engagement process to incorporate goals, objectives, and performance measures tailored to localized interests.

The consultant should look at a variety of methods for involving and informing stakeholders. Items identified by the consultant may go beyond those identified in this RFP, as these are listed as a baseline. The Consultant may propose the number of meetings and by type from the descriptions below. Please note the Public Engagement Plan assumptions in the detailed work plan and cost proposal.

4.3.2 Project Management Team (PMT) Meetings

The consultant will organize and hold meetings involving key managerial and technical

staff from the County, city of Victoria, city of Chanhassen, city of Chaska, and MnDOT to help shepherd the overall project and review project activities. Develop and finalize, with the PMT, an approach to working with the community and interested stakeholder and advocacy groups.

4.3.3 Technical Advisory Committee Meetings

The consultant will hold an initial kick-off meeting to confirm the basic project objectives, solidify a work plan, and obtain consensus on project elements with staff from participating agencies.

On a monthly basis, the consultant will schedule, prepare for, attend and provide meeting minutes for the technical advisory committee (TAC). The TAC will meet monthly to discuss issues related to the corridor study, to review materials prepared by the consultant, and to provide guidance on the study.

There will be a core group of technical advisory committee members. As needed, other agencies will be invited to attend. This may include regional agencies, watershed districts, environmental agencies, neighboring communities, transit providers, and others as needed.

TAC members from the cities of Victoria, Chanhassen, and Chaska can be utilized for providing regular updates to their City Councils. See below for more on requested presentations to City Councils and County Board.

4.3.4 Public Open House Meetings and Public City Council / County Board Presentations

The consultant will conduct open house meetings. Public Open House Meetings will identify study issues and opportunities, solicit input of preliminary strategies, or solicit comments on draft and final plan recommendations. The consultant will be responsible for preparing written and display materials and facilitating the open house. The consultant will coordinate with County and/or City staff to arrange a meeting location. Following the meeting, the consultant will document and summarize any comments received. The consultant will also prepare responses to comments. The County and cities will review comments and responses before they are posted to the project website.

Prior to the first Open House Meeting, the Consultant will need to give an introductory presentation to City Councils and the County Board, to introduce and overview the study. Also, when the corridor study is in its final draft form, the Consultant will need to provide a presentation to the City Councils and County Board of the final draft. Occasional or ongoing presentations to City Councils or the County Board may be necessary. Consultants are encouraged to propose a preferred approach for the engagement of elected officials in order to build project consensus.

4.3.5 Agency Coordination Meetings

The consultant will coordinate with federal, state, regional and local agencies as needed to move the project forward. These meetings will be used to coordinate information relating to the project beyond the TAC meetings. The consultant will need to prepare for, attend and take minutes at these meetings. It is assumed that up to five additional agency

meetings may be needed.

4.3.6 Focus Group/Stakeholder Meetings

A set of focus group meetings will be held with various stakeholders along the corridor to gain an understanding of the issues along the corridor. Meetings with businesses, public safety, large property owners, schools, residents and nearby neighborhoods, etc. will be set up by the consultant. Meetings should be conducted over the course of one to two days (depending upon the number of groups). The cities and the County will identify stakeholders and potential dates for the meetings. The consultant will coordinate with County staff to arrange a meeting location. Issues noted by participants will be mapped for future use in Task 4. Consultant may be required to create individualized presentations for some or all of these subgroups along with a more general presentation for general use. This may include the use of a standardized online survey to obtain input from various groups on study issues and recommendations.

4.3.7 Subarea meetings

As part of the project process, public communication, public engagement, consensus, and decision-making will be required for several sub-areas of the study area. Each subarea of the study needs to include its own individualized planning process with goals, objectives, and performance measures tailored to localized interests. An overall unified public communication and engagement process needs to be developed that incorporates these individual subareas into a larger whole. Schedule, consensus, and decision-making will need to occur in a timely fashion to weave into the study's overall mission.

This task will include meetings with separate subarea groups and will need to occur as if they were individual studies. These should be organized to give residents, businesses, stakeholders, and elected officials an opportunity to comment on the existing issues, plans, proposals, and phases of the study, to focus on neighborhood specific interests, and to provide a recommended concept layout for comment.

4.3.8 Project Mailings

The consultant will be responsible for preparing, printing and mailing notices for all public meetings and for focus group/stakeholder meetings. The County and cities will provide a list of names and addresses. County and city officials and residents should be included in the list of names and addresses for mailings and notifications.

4.3.9 Visualizations and Animations

Consultant will develop visuals to assist the public in understanding the concept alternatives. This could include items such as corridor sketches or renderings, video, model simulations, or other visualization techniques.

4.3.10 Deliverables:

4.3.10.1 Public and Agency Engagement Plan

NOTE: The consultant will be expected to lead meetings and create supporting materials identified in the descriptions above. The County will coordinate meeting times, locations, conduct set-up, and distribute advertisements.

4.3.10.2 Meeting materials (e.g., agendas, technical handouts, maps, minutes, boards, etc.)

- 4.3.10.3 Issues map that includes input from Focus Group/Stakeholder meetings
- 4.3.10.4 Mailings
- 4.3.10.5 Visuals to aid in public engagement

4.4 **Task 4: Corridor Vision & Goals**

Develop an overarching vision via a purpose and need statement for the study area and identify specific study goals in order to establish the decision principles for the study process. The vision and purpose and need statement should reflect local and regional transportation needs, the economic needs of the cities, consider all transportation mode users (including automobiles, freight, transit, bicyclists, and pedestrians), and reflect the area's cultural and environmental context. Goals should contribute to achieving the vision by providing guidance to implementation objectives. Goals will need to be measurable and used to compare alternatives.

- 4.4.1 **Development and Consensus of Study Area Vision, Goals, and Performance Measures**
The consultant will prepare a corridor vision and purpose and need statement following public engagement and stakeholder involvement efforts. Goals with performance measures will then be developed that reflect the vision and long-term needs of the corridor. Project partners and stakeholders will need to build consensus and agreement on the overall study vision and goals, which may involve multiple iterations and coordination among partners. The overarching study area vision and goals shall be refined and finalized according to stakeholder and project partner input.
- 4.4.2 **Development and Consensus of Subarea Vision, Goals, and Performance Measures**
Consultant will work with subarea groups to develop vision and goals by subarea with corresponding performance measures. This process will engage stakeholders and the public in these subareas to build consensus on project purpose, need, and guiding principles for alternative development and evaluation. Each set of subarea vision, goals, and performance measures will be refined and finalized according to stakeholder and project partner input.
- 4.4.3 **Deliverables:**
 - 4.4.3.1 **Development and Consensus of Study Area Vision, Goals, and Performance Measures**
 - 4.4.3.2 **Development and Consensus of Subarea Vision, Goals, and Performance Measures**

4.5 **Task 5: Existing Conditions, Issues Identification & Needs Assessment**

Issues, problems, constraints and opportunities along the corridor need to be identified and understood before alternatives can be developed to address them. This task of the corridor study will identify and explore issues along the corridor that currently exist and are expected to occur in the future. The issue identification process will include and go beyond traffic and transportation issues in the corridor. The process should also identify local transportation system changes, significant land use changes, transit and pedestrian needs, growth patterns, environmentally and culturally sensitive areas, access to job centers, impacts on low-income and minority communities, and community expectations.

4.5.1 Demographics

The consultant will identify, for the County and cities, demographic data needed to complete this study. The County and cities will coordinate with the consultant to provide requested data. Examples of demographic data needs may include current, historic, and forecasted employment, population, and household estimates. The consultant will incorporate demographic information provided by the County to identify past and predicted development trends. The consultant is also expected to consider city and County draft or finalized 2040 comprehensive plans in addition to the Metropolitan Council regional plan, Thrive 2040, to gauge how the corridor is expected to change and how corridor improvements can meet locally and regionally defined policies objectives.

4.5.2 Land Use

The consultant will incorporate existing and planned 2030 and 2040 land use data from the County and cities' Comprehensive Plans. This information will be used to show how land use currently functions and how it is expected to function in the future based on existing or adopted plans.

4.5.3 Roadway Function

The selected consultant will need to review the existing functional classification for each roadway corridor within the study area to determine whether or not it is the correct existing functional classification. This analysis will also include an evaluation of proposed future functional classification based on projected conditions. Issues to consider when reviewing functional classification will include, at a minimum, the following: roadway connectivity, amount of traffic, spacing with other minor arterial roadways, access management, travel speeds, adjacent land uses, etc. Functional classification recommendations should align with Appendix D of the Metropolitan Council's 2040 Transportation Policy Plan.

4.5.4 Parks, Open Space and Trails—Pedestrian and Trail and Bikeway Plans and Facilities

The consultant will need to review and utilize the County and Cities' Comprehensive Plans related to parks, open space and trails. Pedestrian and bicycle movements along and within the corridor, in addition to local and regional trails, will need to be catalogued and planned for. The County's Draft 2040 Comprehensive Plan and the Amended 2030 Comprehensive Plan Parks, Open Space, and Trails Chapter (January 20, 2015) is one main resource for this effort. This corridor includes the Lake Minnetonka Regional Trail. Local and recently implemented segments of trails will also need to be reviewed and inventoried for connectivity and system planning.

The County and cities will provide base maps or lists of existing and planned trail facilities. Both County and city trail systems and connections will be identified. The consultant is also expected to identify areas where there are gaps in the trail systems that need to be addressed against local and regional goals, issues, and opportunities. Specific reviews with County and City Parks staff should be incorporated into the work plan.

4.5.5 Transit

The consultant will need to review and update information for existing and planned transit services and facilities in the study area and consider policies and strategies to meet

2040 demand. Draft 2040 Comprehensive Plans will help provide information and context for this effort.

Special outreach and a special work session should be planned with various operating transit entities and with County and city staff. There are different types and levels of transit service, transitways, and transit facilities serving this area of the County including SouthWest Transit fixed routes, express service, Park & Rides, and on-demand service, and SmartLink's Dial-a-Ride service, Metro Mobility, and long-range planning for fixed route transit connector service to the Green Line Extension (Southwest Light Rail).

4.5.6 Safety

Safety is a key and primary concern for local road authorities. Carver County is committed to reducing the number of fatalities and Type A - high injury crashes on its facilities and eliminating high-crash locations. Understanding current conditions, crash patterns and trends and how these conditions might change is critical to identifying and prioritizing improvements.

The consultant will prepare a crash safety analysis for all corridors in the study area. This will include information on the location and type of crash and will be mapped for the study area. The consultant will complete a safety analysis to identify problem areas and potential solutions to those problem areas taking into consideration recommendations from the County Roadway Safety Plan (2013). Pedestrian/bicycle safety should also be included in this review. Recommendations should be developed for implementation and can vary in magnitude (as small as type of pavement markings, to as large as realigning the roadway) and time priority. County ADA standards should be incorporated when identifying pedestrian facility needs; particularly in regards to service standards at crosswalks.

The consultant will incorporate mapping into the study and provide a memo describing overall safety conditions along the corridor as well as a more in-depth review and analysis of corridor segments and intersections.

4.5.7 Access

Carver County established and adopted the current set of access management guidelines in 2010. The Draft 2040 Comprehensive Plan incorporates minor updates to these guidelines. The guidelines were adopted by the County to provide a balance between mobility, access, and safety along County roadways. Some of the existing access along County Roads in the study area does not currently meet the County's guidelines. MnDOT access management guidelines will be used for analysis of TH 5 and TH 41.

The consultant will complete an existing access inventory that identifies public street intersections, residential driveways, and commercial driveways along the corridor. Access locations will be mapped. The consultant will then develop access management strategies for the corridor that reflect the County and State's spacing guidelines. Concepts showing future access locations will need to be developed as part of the plan recommendations.

4.5.8 Traffic

Traffic volumes and facility characteristics play a significant role in how well a corridor functions from both a safety and mobility perspective. To assess the current operation of TH 5 and study area corridors, a variety of traffic information needs to be assembled and analyzed. The selected consultant will need to evaluate: existing AADT, turning movement counts at key intersections, vehicle mix, pedestrian movements, peak hour characteristics, and available gaps in traffic for entering vehicles at selected locations. Areas that currently exhibit operational issues shall be identified. A memo documenting existing conditions will be prepared by the consultant.

Future turning movement traffic and transit volumes will also need to be considered as part of this study. The selected consultant will be given the Carver County model to prepare future forecasts (2040) and develop corridor improvement scenarios. Recommendations for improvements will be completed after future traffic volumes are identified and analyzed. A memo documenting the forecasting process and results will be prepared by the consultant.

Based on the future traffic volumes, future operations at key intersections and along the corridor segments will need to be analyzed. These include the intersection of CSAH 13 and TH 7, intersections running from west to east on TH 5: at CSAH 11 (Victoria Dr., western intersection); at CSAH 11 (Victoria Dr., eastern intersection); at 78th St.; at Park Drive/Kochia; at CSAH 13 (Rolling Acres Rd./Bavaria Rd.); at Minnewashta Parkway; at Arboretum entrance/Crimson Bay Rd.; at TH 41, and intersections running from west to east on 82nd St W: at CSAH 13 (Bavaria Rd.); at McKnight Rd; and at TH 41. Consultant will identify areas where existing and future operations are a problem and identify short- and long-term solutions. A memo documenting future conditions and recommended improvements will be prepared by the consultant.

The consultant shall utilize Streetlight data (as available via MnDOT) to calibrate and supplement the future traffic volume data and perform traffic data analysis or sensitivity analysis for sub-areas as applicable.

4.5.9 Environmental and Cultural Constraints

The consultant will complete an environmental screening; however, this corridor study does not require completion of a full environmental document. As potential projects move forward, a thorough environmental analysis will be completed at that time.

The National Environmental Policy Act (NEPA) requires agencies to obtain, analyze, and evaluate environmental information before a decision is reached on selecting a preferred project option. In addition, there are federal statutes for roadway projects including: The Endangered Species Act, Section 4(f)/6(f), the National Historic Preservation Act, and parts of the Clean Waters Act (Section 404). These statutes emphasize avoiding and minimizing impacts to sensitive areas. There are also state statutes whose rules and guidelines should be addressed in a similar manner as the federal requirements.

As stated above, a detailed environmental document will not be created for this project. However, the plan should identify key environmental features and issues as part of the

environmental screening. Environmental review agencies should be contacted as part of the public participation process to provide input on key resources along the corridor that could be impacted by any of the recommended improvements. The consultant should identify key constraints (e.g., potential historic properties, contaminated sites, park lands, cemeteries, etc.). The consultant will prepare a technical memo outlining areas of concern and specifically identify if there are historical/archeological properties (Section 106 Historic Resources) present. This information will be used for Task 5.

4.5.10 Stormwater and Wetlands Impact Mitigation

The TH 5 corridor project will be required to comply with Carver County Ordinance Chapter 153 Water Resources Management, State stormwater requirements, and applicable local stormwater management plans. This study will identify stormwater system existing infrastructure and stormwater requirements of Chapter 153 and local plans triggered by proposed roadway projects to develop high level estimates of necessary treatment capacity along with associated costs. Potential best management practices (BMPs) and locations that could be implemented to meet requirements should be identified by the consultant. The consultant is encouraged to include innovative BMPs that address stormwater in the urban areas of the corridor. Proposed BMPs should be tied to proposed landscaping and streetscaping concepts.

Special outreach and a special work session should be planned with the Carver County Water Management Organization, Minnehaha Creek Watershed District, and other State planning and water management entities, including County, City, and State staff.

4.5.11 Area Collector and Local Road Network

The Collector and Local roadway network connections will need to be reviewed for future network connectivity recommendations. The Consultant will need to work with the County, State, and cities to develop layout options and recommendations for new alignments of collector and/or local roads to serve and integrate with the TH 5 corridor and larger planning area. This includes a focus on the extension of CSAH 18 along 82nd St. W between CSAH 13 and TH 41. A previous alternatives analysis of this corridor was completed in 2011. In addition, CSAH 13 (Rolling Acres Rd.) from TH 5 to TH 7 is a focal point of the study and is included as a subarea for analysis of local roadway network connections.

4.5.12 Deliverables:

4.5.12.1 Technical Memorandums per Issue Area Subtasks above

4.5.12.2 All data inputs, Geodatabase files, and maps used for analysis and specified in Subtasks above

4.6 **Task 6: Roadway & Intersection Concept Development, Evaluation & Recommendations**

Information gathered from Task 4 will be used to develop and evaluate roadway and network concept alternatives. Alternatives should be evaluated using the goals established in the study process and should align with specifications outlined in the Draft 2040 Carver County Comprehensive Plan – Transportation Plan, specifically Table 4.12 and Figures 4.11

and 4.19 (Appendix B: Typical Sections). Additionally, once a preferred primary roadway alternative is selected, the consultant will also make recommendations for geometrics at key intersection locations.

The roadway and network concept sketches will need to be at the level of detail to determine general rights of way, and impacts to structures and protected lands along the corridor. Recommendations should identify stormwater BMPs, calculate preliminary costs, and analyze traffic operations.

4.6.1 Deliverables:

- 4.6.1.1 Roadway and network concept sketches
- 4.6.1.2 Sketches for intersection improvements
- 4.6.1.3 Typical Cross-Sections, including trails, stormwater, and utilities particularly at critical locations such as intersections and sensitive environmental areas.
- 4.6.1.4 Technical memo outlining impacts of the concepts, alternatives evaluation process, and documenting a preferred concept

4.7 **Task 7: Pedestrian & Bicycle Trail Concept Development & Recommendations**

Information gathered as part of Task 4 identified gaps in the existing and planned trail and pedestrian facility system. As part of this task, the consultant will develop connections to fill the gaps, to suggest ideas for potential trail and pedestrian facility system expansion and identify areas where trail and pedestrian facility connections can be enhanced. Areas of specific concern are connections to the Lake Minnetonka Regional Trail, ensuring all crosswalks are ADA compliant, and the potential need for a trail and/or sidewalk on both sides of the roadway corridor. Preliminary costs for the trail and pedestrian facility improvements will need to be prepared by the consultant.

4.7.1 Deliverables:

- 4.7.1.1 Maps showing planned trails (regional and local) and recommended new connections and alignments
- 4.7.1.2 Technical memo outlining rationale for proposed connections and costs of those connections /alignments

4.8 **Task 8: Landscaping & Streetscaping Concept Development & Recommendations**

The aesthetic appearance of TH 5 and corridors in the study area are important to the cities and the County. For example, TH 5 serves as the primary thoroughfare through Victoria's central core and as a gateway to Chanhassen. As part of the corridor study, one or more concepts should be developed for the overall landscaping and streetscaping along the corridor. Streetscaping should be tied into proposed stormwater BMPs. Landscaping considerations along State and County highways should show that there will not be safety impacts (e.g., clear zones not reduced, signing will remain visible, vision of motorists will not be impeded, etc.). Carver County's Landscape Policy should be used by the consultant to define the baseline for streetscaping that the County will support on county roadways. The State's policy should similarly be used. The Consultant should clearly identify any treatments that exceed County or State baseline.

4.8.1 Deliverables:

4.8.1.1 Overall corridor landscape/streetscape concepts

4.8.1.2 Memo outlining concept and recommended alternative costs

4.9 **Task 9: Planning Level Cost Estimates**

As indicated in the other work tasks, cost estimates for the proposed improvements will need to be identified. The cost estimates should be made at the planning-level, based on the recommended roadway concept, trail and pedestrian facility plan, stormwater management, proposed right of way impacts, and landscaping concept. The cost estimates should be based on cross-sections and right of way needs identified in Task 4.6. If survey level detail and/or soil borings are required, the County will provide these services or work with consultant to identify as an additional task outside of the original proposal.

4.9.1 Deliverables:

4.9.1.1 Cost estimates

4.10 **Task 10: Implementation & Phasing Plan**

The Arboretum Area Transportation Plan will be a living document that can be implemented in stages. Realistically, the State, County, and cities will not have enough funding at any one time to make all of the recommended improvements. The selected consultant will need to develop an implementation plan that provides for phased implementation by outlining short-, mid- and long-term improvements utilizing established performance measures. The implementation and phasing plan will need to consider project timelines identified in city, County, and State planning and programming documents.

In addition to making recommendations for physical improvements, the implementation plan should: identify recommendations/strategies related to policy areas; highlight areas for more in-depth evaluation; and identify potential funding strategies for moving needed improvements forward. The implementation plan should focus on regional, state, and federal grant funding solicitation timelines.

4.10.1 Deliverables:

4.10.1.1 Implementation plan

4.11 **Task 11: Report & Project Documentation**

The selected consultant will be required to prepare a final report that reflects the study process, documents important technical analyses, alternatives evaluation, and findings, outlines recommendations, and defines an implementation plan. A draft report will be prepared for review by the local agencies. It is anticipated that five printed copies and one electronic copy of the draft report will need to be prepared. Comments from the agencies will be incorporated into a final report.

In addition to preparing a final report, an executive summary shall also be prepared. This document should be able to stand on its own.

Five (5) hard copies and one electronic copy of the final report shall be provided by the consultant. Fifteen (15) hard copies and one electronic copy of the executive summary shall be provided by the consultant.

4.11.1 Deliverables:

4.11.1.1 Draft and final reports

4.12 **Task 12: Recommended Optional Tasks Identified by the Consultant**

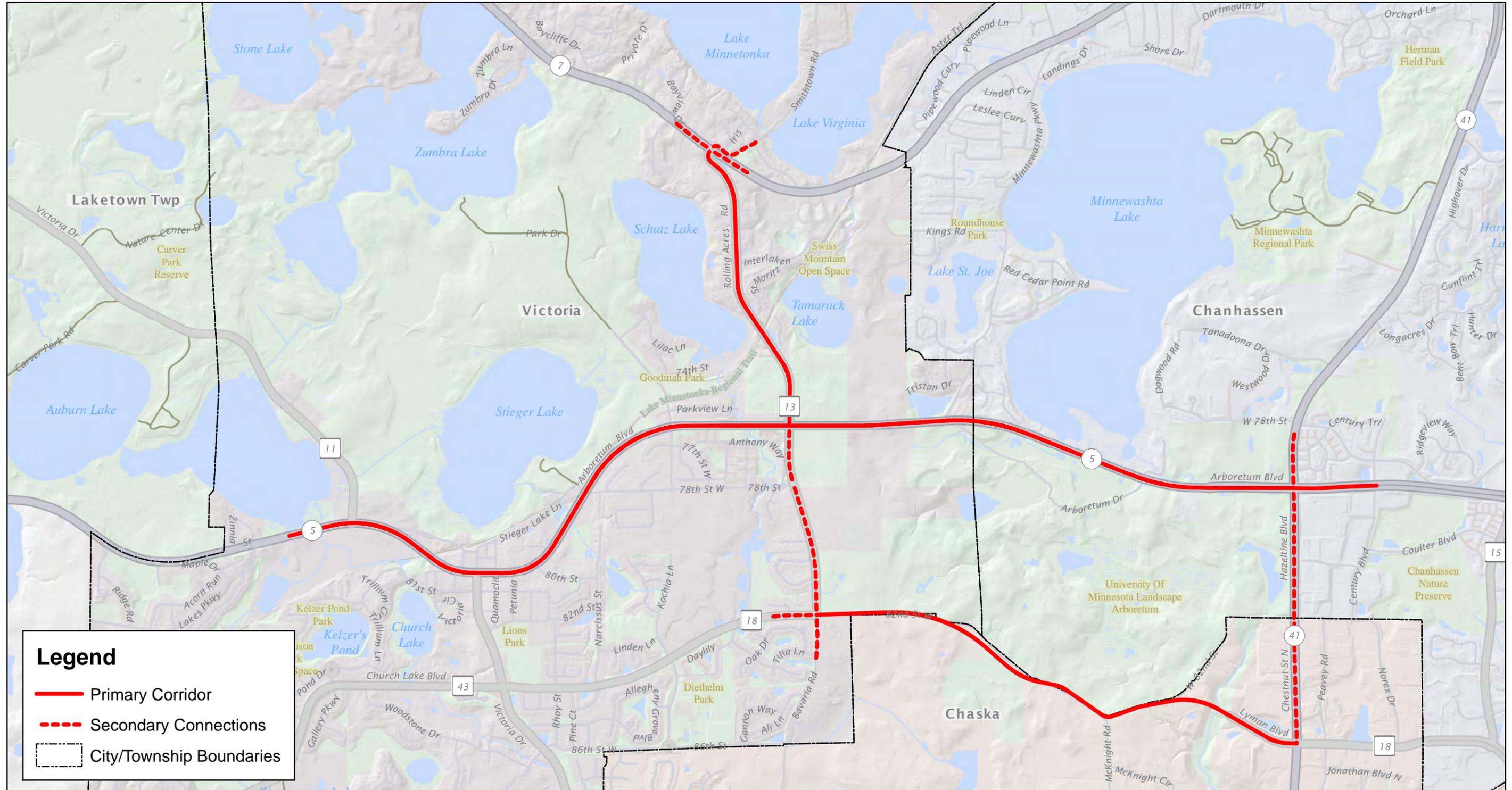
The consultant should identify additional, optional tasks that would add value or advance the corridor study beyond the specifically requested tasks identified in items 4.1-4.10. Optional tasks will not be included in the initial scoring of the proposal cost and will be negotiated upon consultant selection and award.

Proposal should include an estimate of optional services for the following:

1. Preparation of a staff approved layout for a project on TH 5 from CSAH 13 to TH 41. The layout would be based on items 4.1-4.10 and incorporate additional detail and iterations. Other specific segments of the corridor can also be included but are optional.
2. Survey services related to the cross-section development and cost estimating beyond what is noted in the proposal.
3. Soil borings services related to the cross-sections and cost estimating beyond what is noted in the proposal.
4. Other as determined by consultant.

Arboretum Area Transportation Plan - Reference Map

Trunk Highway 5 from approximately CSAH 11(West) to TH 41 and including TH 41 (CSAH 18 to TH 5), CSAH 13 (CSAH 18 to TH 7) and 82nd St W (CSAH 13 to TH 41)



This map was created using a compilation of information and data from various City, County, State, and Federal offices. It is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible for any inaccuracies contained herein.



**CARVER COUNTY
INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICE AGREEMENT**

This Agreement is entered into by and between the County of Carver, 600 East 4th Street, Chaska, Minnesota 55318, through _____ (Division), (ADDRESS), (hereafter “County”) and _____ (ADDRESS) (hereafter “Contractor”).

RECITALS

WHEREAS, the County, wishes to purchase the services of Contractor for _____; and

WHEREAS, there are funds available for the purchase of these services;

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the County, and the Contractor agree as follows:

1. TERM AND COST OF THE AGREEMENT

This contract shall be in effect from the date of execution by all parties, or from commencement of services hereunder, whichever is first, and shall continue in effect until _____.

The cost of this Agreement shall not exceed \$_____.

2. SERVICES TO BE PROVIDED AS PER ATTACHED EXHIBIT(S)

Services shall be provided in accordance with the criteria set forth in the attached Exhibit(s):

[list exhibits]

The Contractor guarantees all data, services and material supplied conform to the County’s specifications and against inferiority as to specification, such guarantee shall be unconditional.

3. PAYMENT FOR SERVICES

Payment for services shall be made directly to the Contractor after completion of services upon the presentation of a claim in the manner provided by law for payment of claims against counties.

If payment under this Agreement is dependent upon the availability of Federal, State, County or other funds and such funds are reduced or terminated, this Agreement may be renegotiated or terminated at the sole discretion of the County.

In the event of termination, Contractor shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Time is an essential element of this Contract. If the Contractor fails for any reason, excepting delays caused by uncontrollable circumstances to complete installation of all items before the Contract completion date as set forth in Section 2, it is hereby agreed that the County shall have the right to deduct liquidated damages from any money or monies due or coming due to the Contractor. Any monies deducted are not to be construed as a penalty, but as liquidated damages to compensate for the additional cost and inconvenience incurred by the County.

Contractor certifies that payment for purchased services will be in accordance with rates of payment that do not exceed amounts reasonable and necessary to assure quality of services and, if the services are being purchased from another public agency, the cost reasonably assignable to such services.

For final payment, Contractor shall comply with all requirements contained in Minnesota Statute. §290.92 regarding the withholding of taxes and wages. Contractor shall submit documentation of compliance with its claim for final payment. A certificate by the Minnesota State Commissioner of Revenue will satisfy this requirement (Form IC-134). Contractor is not entitled to final payment until such documentation is received by the County.

Pursuant to Minnesota Statute § 471.425 the Contractor shall pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 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 contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

4. BONDS

If required and contemporaneous with the execution of this Agreement, Contractor agrees to provide payment and performance bond for the County pursuant to Minnesota Statute §§375.21 & 574.26 and in equal to or greater than the Contract amount. Said bonds shall

guarantee the faithful performance of all obligations required of Contractor under terms of this Contract, including payment of labor and material.

5. INDEPENDENT CONTRACTOR

- A. Contractor is to be and shall remain an independent contractor with respect to any and all work performed under this Contract. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the County. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.
- B. Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or other, will be made from the payments due Contractor and it is Contractor's sole obligation to comply with all federal and state tax laws.
- C. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified in this Agreement.
- D. Contractor is responsible for hiring sufficient workers to perform the services required by this Agreement and withholding taxes and paying all other employment tax obligation on its behalf.

6. INDEMNIFICATION AND INSURANCE

Any and all claims that arise or may arise against the Contractor, its agents, servants or employees as a consequence of any act or omission on the part of the Contractor or its agents, servants or employees while engaged in the performance of the Contract shall in no way be the obligation or responsibility of the County. The Contractor agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages, consequential damages, expenses, claims or action including attorney fees which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor's acts, omission, performance or failure to adequately perform its obligations pursuant to this contract.

It is understood and agreed that the County's liability shall be limited by the provisions of Minnesota Statute § 466 and/or other applicable law.

Contractor further agrees that in order to protect itself as well as the County under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force:

- A. Commercial General Liability Insurance Policy the following minimum limits:
 - \$3,000,000 Aggregate
 - \$3,000,000 Products and Completed Operations Aggregate
 - \$1,500,000 Personal Injury and Advertising Injury
 - \$1,500,000 Each Occurrence
 - \$ 100,000 Fire Damage Limit
 - \$ 5,000 Medical ExpenseThe policy should be written on an “occurrence” basis and not a “claims-made” basis.
- B. Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than \$1,500,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we must receive a letter from you stating this.
- C. Professional Liability Insurance (when required) the following minimum limits apply:
 - \$3,000,000 Aggregate
 - \$1,500,000 per claim
- D. Excess Umbrella Liability Policy will be additionally required if any of the above policies have lower limits than stated.
- E. Worker’s Compensation Insurance.
- F. Prior to the effective date of this Agreement, and as a condition precedent, the Contractor will furnish the County with an original Certificate of Insurance listing the County as an "Additional Insured" in all coverage areas including Excess Umbrella Liability or Excess Umbrella follows form language except Worker’s Compensation and Professional Liability.

7. DATA PRIVACY/DATA OWNERSHIP

- A. Data Practices.

All data collected, created, received, maintained, or disseminated in any form, for any purposes by the activities of Contractor because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules promulgated pursuant to Chapter 13. The person responsible for release of all data under this Agreement shall be the Division Director of the County employee identified in provision 10.

- B. Health Insurance Portability and Accountability Act (HIPAA – 45 C.F.R. §§160,162,164)

If under this Agreement the exchange of Protected Health Information in any form is anticipated the Contractor shall comply with all regulatory obligations including signing any required agreements (e.g., Business Associate Agreement). Such Agreements shall be attached to and incorporated into this Agreement.

- C. Release.
No data may be released by the Contractor to a third party without the express consent of the County's representative as indicated below – this includes any media relations.
- D. Ownership.
Ownership of all data prepared for or by the County whether having commercial value or not shall remain with the County. Any reports, studies, photographs, negatives or other documents or any other form of data prepares by the Contractor in the performance of its obligations under this contract shall be the exclusive property of the County, and all such material or data shall be remitted to the County by the Contractor upon completion, termination or cancellation of this contract. The Contractor shall not use, allow, or cause to have such materials used for any purpose other than performance of the Contractor's obligations under this contract without the prior written consent of the County.

8. RECORDS: AVAILABILITY AND RETENTION

Pursuant to Minnesota Statute §16C.05, subd. 5, the Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

9. MERGER AND MODIFICATION

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of this Agreement shall control.

- B. Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

10. DEFAULT AND CANCELLATION

- A. If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, such failure shall constitute default. Unless the Provider’s default is excused by the County, the County may, upon written notice to the Contractor’s representative listed herein, cancel this Agreement in its entirety as indicated in (10 B.) below.
- B. This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.
- C. Unless Contractor’s default is excused under the terms of this Contract the County may recover from Contractor such damages as it may sustained by reason of additional administrative costs, expenses of re-awarding the contract and other damages sustained by the County by reason of delay, price changes, loss of other contracts, loss of income, inability of the County to fulfill other contracts, loss of other benefits of this Contract and any other damages directly or consequently arising out of this Contract or failure to perform the same by Contractor.
- D. Representatives for each of the parties to this Agreement are as listed below:

<u>Contractor</u>	<u>County/Division</u>
Name	Name
Address	Address
Phone	Phone
E-mail	E-mail
- E. The County and the Contractor agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable efforts to mitigate their effects.

11. SUBCONTRACTING AND ASSIGNMENT

- A. Contractor shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all Subcontractors. Any agreement between the Contractor and any subcontractor shall obligate the subcontractor to the general terms of this Contract.

- B. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors.

12. NONDISCRIMINATION

During the performance of this Agreement, the Contractor agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to, discrimination under any and all applicable Federal and State laws against discrimination.

13. HEALTH AND SAFETY

The Contractor shall be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed in accordance with this Agreement. The Contractor shall ensure that all employees, including those of all subcontractors, have received training required to properly and safely perform services outlined in this Agreement. Such training is to include, but not be limited to, all applicable sections of the State and Federal Occupation, Safety and Health Administration (OSHA) laws, Superfund Amendments and Reauthorization Act (SARA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Uniform fire Code and/or any other applicable health and safety regulations. Upon the request of the County, the Contractor shall provide copies of any licenses and/or training records for contractor and/or contractor's employees or subcontractor's employees who perform services pursuant to this Agreement.

14. NONWAIVER, SEVERABILITY & APPLICABLE LAWS

- A. Nonwaiver.
Nothing in this Agreement shall constitute a waiver by the County of any statute of limitations or exceptions on liability. If the County does not enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- B. Severability.
If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

- C. Applicable Laws.
The Laws of the State of Minnesota shall apply to this Agreement. The Contractor shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible.
- D. Responsible Contractor.
The contractor specifically acknowledge and agree to meet all applicable requirements and standards as a Responsible Contractor as defined in Minnesota Statute Section 16C.285 (2014) as amended and any administrative rule promulgated to implement the Minnesota Statute Section 16C.285.

15. SECTION HEADINGS

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

16. THIRD PARTIES

This Agreement does not create any rights, claims or benefits inuring to any person that is not a party hereto nor create or establish any third party beneficiary.

17. CONFLICT OF INTEREST

Contractor agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit or any other organization that would create a conflict of interest in the performance of its obligations under this Contract.

18. PREVAILING WAGE

Employees, laborers subcontractors of the Contractor pursuant to this Agreement working or receiving employment and training services for which financial assistance, including grants, loans and tax abatement to a person engaged in manufacturing or sale of goods and services as defined by Minnesota Statute § 116J.871, subdivision 1(c) and is provided by the State of Minnesota shall be paid the prevailing wage as defined by Minnesota Statute § 177.42, subdivision 6.

Contractor, having signed this Agreement, and the Carver County Board of Commissioners having duly approved such on the ____ day of _____, 20__ and pursuant to the proper County and Contractor officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein and attached.

COUNTY OF CARVER

County Contract Type:
PSA Over \$25K - 2013

STATE OF MINNESOTA

Contractor/Date

Chairperson, County Board/Date

County Administrator/Date

SAMPLE