



July 7, 2022

Good afternoon,

The Crow Wing County Highway Department is requesting proposals for engineering services related the development of pedestrian and intersection improvements in Crosslake. If your company is interested, please review the attached Request for Proposals (RFP), and submit a proposal by Friday, July 29, 2022, at 3:00 PM CST.

Please feel free to contact me directly is you have questions or need clarifications.

Sincerely,

Timothy V. Bray
County Engineer
Highway Department
16589 County Road 142
Brainerd, MN 56401

Our Vision: Being Minnesota's favorite place.
Our Mission: Serve well. Deliver value. Drive results.
Our Values: Be responsible. Treat people right. Build a better future.

Office: (218) 824-1110
Fax: (218) 824-1111
www.crowwing.us



7/7/2022

REQUESTS FOR PROPOSALS (RFP)

FOR

PROJECT PLANNING AND COORDINATION, AGENCY AND STAKEHOLDER ENGAGEMENT,
PRELIMINARY DESIGN, FINAL DESIGN, NEPA ENVIRONMENTAL DOCUMENTATION, AND
OTHER TECHNICAL SERVICES

FOR

THE CROSSLAKE PEDESTRIAN AND INTERSECTION IMPROVEMENT PROJECT

The Crow Wing County Highway Department, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

PROJECT INFORMATION

Project Overview

The Crow Wing County Highway Department is issuing this request for proposals (RFP) to provide project planning and coordination, agency and stakeholder engagement, preliminary design, final design, federal level environmental documentation, and other technical services required to implement a traffic and pedestrian safety improvement project on portions of County State Aid Highway (CSAH) 66 and CSAH 3 in Crosslake, MN.

Project Background and Need

In 2018, the City of Crosslake was officially identified as the future host of the National Loon Center (NLC). This facility, which will function much like the National Eagle Center in Wabasha, the International Wolf Center and the North American Bear Center located in Ely, is expected to attract tens of thousands of new visitors each year. Although the new NLC attraction will produce a welcome economic benefit to the area, City and County officials are concerned about the ability of the existing infrastructure to safely accommodate a significant increase in pedestrian and vehicular traffic.

Construction of the NLC is expected to be completed in the summer of 2024. The intent is to have needed pedestrian and vehicle safety improvements in place prior to, or shortly after, the NLC welcomes its first guests.

The specific location of the NLC's campus will be on the Cross Lake Recreation Area (CLRA). This federal facility, located at the junction of CSAH 66 and CSAH 3, is owned and operated by the United State Army Corps of Engineers (USACE). It is among the most popular camping and outdoor recreation destinations in Minnesota. It welcomes over 170,000 visitors each year and is host to 122 campsites and several day-use opportunities such as beaches, boat ramps, and fishing piers.

This area already experiences elevated levels of vehicle and pedestrian conflict, and it is anticipated that the addition of the NLC attraction will exacerbate the existing challenge. The property lease agreement negotiated between USACE and the NLC prohibits the construction of additional parking on the federal property. This will require visitors to commute to the NLC from off-site parking and is expected to contribute to elevated levels of vehicle and pedestrian conflict throughout the area.

CSAH 66 and CSAH 3 are urban arterial roadways intersecting at the main entrance to the CLRA. The Average Annual Daily Traffic (AADT) for these roadways is 5,900 and 3,450 respectively. Both corridors experience very high seasonal peak volumes that contribute to vehicle congestion and difficulty for pedestrians to safely negotiate the primary intersection. Continuity gaps in the existing network of sidewalks and trails also contributes to vehicle and pedestrian conflict. The absence of dedicated facilities in front of popular businesses and other traffic generators, encourages unpredictable and unauthorized crossings of CSAH 66 from the multi-use trail to the east. Similarly, the lack of walkways adjacent to CSAH 3 requires pedestrians to occupy the roadway shoulder when commuting between popular housing, recreation, and retail locations.

In April 2022, the City of Crosslake and Crow Wing County were awarded a combined amount of \$1.46M from two federal grants to fund the construction of solutions to address the existing and future challenges.

Crosslake was awarded \$610,000 from the federal Transportation Alternatives (TA) program for the primary purpose of addressing pedestrian safety and mobility needs. These funds are intended to cover 80% of construction. The local agencies will be responsible for the remaining 20% and the entire cost of engineering services and right-of-way acquisition.

Crow wing County was awarded \$850,000 from the Federal Land Access Program (FLAP). The primary purpose of these funds in to improve the intersection of CSAH 66 and CSAH 3 which acts as the sole vehicle access point to the CLRA. These funds are intended to cover 100% of construction. The local agencies will be responsible for the entire cost of engineering services and right-of-way acquisition.

The scope of the project also includes surface drainage and storm water treatment improvements that the City, County, USACE, and the Soil and Water Conservation District (SWCD) have been investigating for several years. The proposed reconstruction of the intersection, and adjacent areas, provides an enhanced opportunity to achieve long-standing goals related to improved water quality.

Although multiple sources will be utilized to fund final construction, the intent is that all of the components will be combined into a single integrated project. Steps have already taken place to combine administration of these federal funding sources.

Project Goals and Objectives

The objective of this project is to develop a community supported alternative that fully integrates improvements to pedestrian safety and mobility, intersection operation and safety, and stormwater treatment. The goal of this project is to have these important enhancements in place prior to, or shortly after, the opening of the NLC. This is currently anticipated for the summer 2024. To achieve this, all environmental clearances and a fully approved set of construction plans must be ready for advertising by no later than March 15, 2024.

Previous Project Documentation

For several years, the City, County, and other partners have been actively planning for improvements in the project area. This includes community visioning sessions, traffic and pedestrian studies, and investigations related to improving the quality of stormwater treatment. The result of this work includes hard data as well as a set of preliminary design concepts.

Much of this information was compiled to develop the language contained in the two successful federal grant applications. These applications and supporting documents are available to all respondents and can be viewed or downloaded at the following Crow Wing County website:

<https://www.crowwing.us/1565/Road-Studies>

- Crosslake Parking and Pedestrian Route Study
- Crosslake Storm Water Quality Improvements - Phase 3 Technical Report
- Crosslake Transportation Alternatives (TA) Grant Application
- Crosslake Federal Lands Access Program (FLAP) grant Application

SUMMARY OF WORK TASKS

The following is a list of general tasks that respondents will be required to complete to achieve the project's objectives and goals. Please see Attachment 1 for expanded descriptions and associated deliverables.

- | | |
|---------|--|
| Task 1: | Vehicle and Pedestrian Forecasting & Analysis |
| Task 2: | Project Management |
| Task 3: | Public and Agency Involvement |
| Task 4: | Preliminary Design |
| Task 5: | National Environmental Policy (NEPA) Documentation |
| Task 6: | Final Design |
| Task 7: | Construction Engineering |

PROJECT SCHEDULE

The schedule for the services described in this document will be formalized during the development of the project contract. The consultant shall include intermediate deadlines in the proposal for all project tasks and deliverables defined in Attachment 1. The final schedule must include November 15, 2022, as a

hard completion deadline to deliver Task 1. The final schedule must also include March 15, 2024, as the hard completion deadline for all deliverables associated with Tasks 2-6.

| | |
|---------------------------------|-------------------|
| Request for proposal released | July 8, 2022 |
| Response to proposals due | July 29, 2022 |
| Potential respondent interview | August 5, 2022 |
| Consultant selection made | August 8, 2022 |
| Contract signed | August 23, 2022 |
| Notice to proceed for Tasks 1-7 | August 24, 2022 |
| Task 1 completion deadline | November 15, 2022 |
| Task 2-6 completion deadline | March 15, 2024 |
| Contract complete | November 1, 2024 |

PROPOSAL CONTENT

Respondents will limit proposals to no more than 25 pages in length. This includes a cover letter, examples of work, resumes, and other items discussed below. The following will be considered the minimum content of the proposal:

Project Understanding

Respondents are required to provide a comprehensive narrative that demonstrates a thorough understanding of the project's scope, objectives, potential obstacles, and stakeholder groups.

Understanding of Tasks and Deliverables

Respondents are required to list and demonstrate a thorough understanding of the deliverables associated with the tasks and subtasks defined in Attachment 1.

Company and Staff Experience

Respondents are required to provide the company's background and staff experience related managing and delivering similar projects. This section is to identify specific examples completed by the company and the roles of key staff included in this proposal. Examples of projects completed with the same team identified to lead this project will be preferred. The proposal shall contain the resumes of each key staff member and be placed in the last appendix of the proposal.

Respondents are required to specifically identify a project manager for this project. This individual is expected to remain in this role throughout the duration of project. Requests to change the project manager or replace other key personnel must be approved by the Crow Wing County Engineer.

Detailed Work Plan

Respondents are required to develop and provide a detailed work plan that clearly identifies the project's critical path and timeline for other project tasks. This must include March 15, 2024, as the hard deadline for the completion of Tasks 1-6. The plan should include any optional work that is proposed in addition to the tasks identified in Attachment 1.

Cost Breakdown

Respondents are required to provide detailed cost breakdowns for all required and optional tasks. The project costs should be broken down by separate tasks and include the hours and hourly charge rate anticipated for each employee classification (principals, senior engineers, planners, technicians, etc.). The cost breakdown for each task should also include any assumptions made to arrive at the total for each specific task. This includes the anticipated number of meetings, number of drafts to be produced, and associated administrative and travel expenses.

Respondents are required to consolidate and clearly show the combined cost of Task 1-7. This is the figure that will be used by evaluators to score the Cost for Services selection criteria.

Additions and Exceptions

Any exceptions to the minimum requirements contained in this RFP, including the key contract terms and conditions or proposed scope changes, must be specifically addressed in this section of the proposal.

Respondents may propose services in addition to those required by this RFP. These may include innovative approaches, cost-saving measures, and techniques that add value to the process or final product. If proposed, a description and reasoning for these additions are to be contained in this section of the proposal.

Local Agency Involvement

Respondents are required to identify and discuss how Crow Wing County and other local agencies will be involved with the delivery of the project. This includes identification of key decisions made by staff members and/or elected officials, existing information or data sets to be provided, or any other forms of involvement required to develop this project.

Assumptions

Respondents are required to identify and discuss key assumptions that were made during the preparation of the submitted proposal. This specifically includes an assumption regarding the level of environmental clearances that will be required to deliver the project.

AGENCY NOT OBLIGATED TO COMPLETE PROJECT

Issuance of this RFP and receipt of proposals does not commit Crow Wing County to award a contract. The County reserves the right, at its sole discretion, to postpone the evaluation of the RFP, accept or reject any or all proposals, or to cancel all or part of this RFP. The County also reserves the right to confer and negotiate with one or more of the respondents simultaneously.

CONTACT FOR QUESTIONS

Respondents with questions regarding this RFP or other inquiries about the project are to submit them no later than one (1) week prior to the proposal due date. Inquiries received via email or phone will receive

a response within three (3) business days. All questions are to be forwarded to:

Timothy Bray
Crow Wing County Engineer
tim.bray@crowwing.us
218-822-2684

ADDENDA AND SUPPLEMENTS

In the event it becomes necessary to revise any part of this RFP, or if additional information is required to develop an appropriate response, a corresponding addendum will be issued to all potential respondents known to be interested.

DELIVERY OF PROPOSALS

All respondents are required to submit five (5) paper copies of the proposal by no later than 3:00 PM CST on Friday, July 29, 2022. Electronic submissions will not be evaluated. Each document must be signed by a duly authorized representative of the corresponding company. Proposals received late will not be considered. All proposals are to be mailed or delivered to:

Timothy Bray
County Engineer
Crow Wing County Highway Department
16589 County Road 142
Brainerd, MN 56401

PRE-CONTRACT COSTS

The respondent will be responsible for all costs related to the preparation and delivery of the proposal and will not be reimbursed by Crow Wing County. Likewise, no reimbursement will be made for costs incurred prior to receiving a fully executed agreement and a written notice to proceed.

PROPOSAL EVALUATION

Representatives from Crow Wing County, City of Crosslake, and other stakeholders will evaluate all responses received by the July 29, 2022, deadline. The selection team will evaluate the submitted proposals in five (5) areas with each accounting for twenty percent (20%) of the overall score. The successful respondent will be the company which provides the best value when considering all the selection criteria listed below. Those with a strong understanding of the project, have identified a proven project team, and can deliver the required deliverables on time, will be the most competitive.

| | |
|---|-----|
| Understanding of the project's scope, goals, and objectives | 20% |
| Approach to public and stakeholder involvement | 20% |
| Qualifications and experience of key personnel | 20% |

| | |
|---|-----|
| Quality of work plan and project schedule | 20% |
| Cost for services to deliver Tasks 1-7 | 20% |

Crow Wing County will not automatically award a contract to the respondent with the lowest overall cost for services. The County reserves the right to interview any, all, or none of the respondents at its discretion. If necessary, respondent interviews will be held at the Crow Wing County Highway Department on August 5, 2022.

COMPENSATION FOR SERVICES

It is the intention of Crow Wing County to enter a professional services contract with the selected respondent for work associated with Tasks 1-7. The contract will be based on a fee and itemized work plan developed by the respondent and will include maximum not-to-exceed amounts. The compensation schedule shall be in direct alignment with the stated tasks, deliverables, and project deadlines.

KEY CONTRACT TERMS AND CONDITIONS

The following are key contract terms and conditions that the selected respondent can expect to be contained in the eventually contract for the engineering services contained in this RFP. Questions or concerns related to these terms are required to be discussed in the Additions and Exceptions section of the proposal.

Ownership of Documentation

The originals of all studies, reports, recommendations, and other documents prepared by the Consultant under this Contract shall be the property of the County.

Termination of the Contract

This contract may be canceled for substantial failure to perform in accordance with its terms or by mutual agreement of the parties. The Consultant shall be paid for the work performed prior to the effective date of termination based upon the payment terms of this Contract. Such payment shall not exceed the maximum amount provided for by the terms of this Contract.

Independent Contractor

It is agreed that nothing contained in this Contract is intended or should be construed as creating the relationship of co-partner, joint ventures, or an association with the County and Consultant. Consultant is an independent contractor and neither it, its employees, agents, subcontractors nor representatives shall be considered employees, agents, or representatives of the County. Except as otherwise provided herein, Consultant shall maintain, in all respects, its present control over the means and personnel by which this Contract is performed. From any amounts due Consultant, there shall be no deductions for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax,

FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of the Consultant.

Choice of Law

The laws of the State of Minnesota shall govern all questions as to the execution, nature, obligation, instruction, validity, and performance of this Contract.

Additional Services

In the event that a substantial change is made in the scope, schedule, complexity or character of the work contemplated under this Contract, or if it becomes necessary for the Consultant to make substantial revisions to tasks completed or in progress and which has been approved by the County, such work will be deemed "extra work". For extra work, the Consultant will be compensated as mutually agreed upon by the parties to this Contract. Such extra work costs will not be charged against the maximum fee set forth above. Time extensions may be granted by the County to the Consultant for completion of this project if the County feels that the extra work warrants the extension. An amendment to this Contract must be fully executed by both parties, Consultant and County, prior to authorization of any activities deemed as extra work. If the Consultant commences said work before a contract amendment is fully executed, the Consultant hereby waives and releases forever any claim or costs for such extra work.

Subletting, Assignment, or Transfer

The contractual responsibility for this Contract rests solely with the Consultant. No portion of the work under the Contract shall be sublet, sold, transferred, assigned, or otherwise disposed of except with the prior written consent of the County.

Indemnity

Any and all claims that arise, or may arise, on behalf of the Consultant, its agents, servants or employees as a consequence of any act or omission on the part of the Consultant 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 Consultant shall indemnify and hold harmless the County, its elected officials, officers, employees and volunteers, against any and all liability, loss, costs, damages, expenses, claims or actions, including attorneys' fees which the County, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Consultant, its agents, servants or employees in the execution, performance or failure to adequately perform the Consultant's obligations pursuant to this Contract. This shall include any and all copyright, trademark, patent or other intellectual real property claims, issues or matters arising out of the Consultant's act or omission, whether the same be negligent, willful or otherwise.

Insurance

Consultant shall obtain and maintain at its own cost and expense for the duration of this contract the insurance set forth below. This insurance shall be primary and not in excess to any other coverage carried by the County. All subcontractors also must comply with these same insurance requirements.

Commercial General Liability Coverage

- \$1.5 million each occurrence
- \$3 million general aggregate
- \$3 million products and completed operations aggregate
- The policy should be written on an occurrence basis, not a claims-made basis.
- The County will be included as an Additional Insured.
- An excess or umbrella liability policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements.

Auto Liability Coverage

- \$1.5 million on a combined single limit basis
- Auto coverage should include any auto, including hired and non-owned.
- The County must be included as an Additional Insured.
- An excess or umbrella liability policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements.
- Note: Auto coverage will be waived only when the Consultant's work under the contract clearly does not involve the use of a vehicle on the County's behalf.
- The policy should be written on an occurrence basis, not a claims-made basis.

Excess or Umbrella Liability Coverage

- An excess or umbrella liability policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements for each type of coverage.
- The policy should be written on an occurrence basis, not a claims-made basis.
- The County will be included as an Additional Insured.

Workers' Compensation and Employer's Liability Coverage

- Workers' compensation coverage in compliance with statutory limits per applicable state and federal laws.
- Employer's liability coverage with minimum limits of:
 - Bodily injury by accident: \$500,000 each employee
 - Bodily injury by accident: \$1.5 million each accident
 - Bodily injury by disease: \$500,000 each employee
 - Bodily injury by disease: \$1.5 million policy limit

Professional Liability Coverage

- Minimum liability limits for independent contractors should be:
 - \$2 million per wrongful act or occurrence
 - \$3 million annual aggregate

Consultant shall provide the County with original Certificates of Insurance as evidence of required coverage. These certificates must be provided to the County with the Consultant's bid and/or with the executed contract and prior to commencement of any work under this contract.

Coverage must be in force for the complete term of the contract. If insurance expires during the term of the contract, the County must receive a new Certificate of Insurance at least 10 days prior to the expiration date. The new insurance must meet the terms of the original contract.

Consultant must provide a minimum of 30 days' advance notice to the County of any substantial change to or cancellation of any insurance policies.

Consultant is responsible for any deductible or self-insured retention contained within Consultant's insurance program.

The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against the Consultant. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request.

The County shall not accept any insurance under which the Consultant or its insurer attempt or purport to avail themselves of any governmental right of immunity available to the County as a municipal corporation pursuant to any common law doctrine, Minnesota Statute §466, or other statutory authority.

Settlement of Claims

In any case where the Consultant deems that extra compensation is due for services, materials or damages not expressly required by the Contract, the Consultant shall notify the County in writing. However, such notice or accounting shall not in any way be construed as proving the validity of any claim by the Consultant. If the Consultant commences said work without written notice and before a contract amendment is fully executed, the Consultant hereby waives and releases forever any claim or costs for such extra compensation.

The County shall decide all claims, questions, and disputes of whatever nature which are referred to it relative to the prosecution and fulfillment of this Contract; and its decision upon all claims, questions, and disputes shall be final and conclusive upon the parties thereto administratively. Nothing in this Contract shall be construed as making final the decision of the County on a question of law. Furthermore, the parties agree that any dispute over extra services or questions of whatever nature arising out of this contract not resolved between the parties must be submitted to mediation prior to any litigation.

Successors and Assigns

The County and Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Contract. Neither the County nor Consultant shall assign, sublet, or transfer any interest in this Contract without the prior written consent of the other.

Equal Employment and Nondiscrimination and Affirmative Action

In connection with the work under this Contract, Consultant agrees to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations.

Separability

In the event any provision of this Contract shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Contract to fail its purpose. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

Entire Contract

It is understood and agreed that the entire Contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts presently in effect between the County and Consultant relating to the subject matter hereof.

Relationship with Others

The Consultant shall cooperate fully with the County, other contractors on adjacent projects, municipalities, local government officials, public utility companies, and others as may be directed by the County. This shall include attendance at meetings, discussions, and hearings as may be requested by the County, furnishing data as may be requested from time to time by the County to affect such cooperation and compliance with all directives issued by the County.

Covenant Against Contingent Fees

The Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Consultant and fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

Laws

The Consultant shall keep themselves fully informed of all existing and current regulations of the county, state and federal laws which in any way limit or control the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. The Consultant shall at all times observe and comply with all ordinances, laws, and regulations and shall protect and indemnify the County as provided in Article 11 of this Contract.

Modification of Contract

Any alterations, variations, modifications, or waivers of provisions of this Contract shall only be valid when they have been reduced to writing the form of a contract amendment, signed by the Authorized Agents of the County and Consultant.

ATTACHMENT 1 – INDIVIDUAL WORK TASK DESCRIPTIONS

TASK 1 - VEHICLE AND PEDESTRIAN FORECASTING & ANALYSIS

Intersection Control Evaluation (ICE) Report

The Consultant will be required collect and analyze the vehicle and pedestrian data necessary to develop an approved Intersection Control Evaluation (ICE) report. This analysis is expected to be the first task to be completed and has a hard deadline of November 15, 2022. This is being required as an important first step in order to identify a full range of feasible alternatives rather than to simply justify a single preconceived concept. The ICE report must provide a full evaluation of the no-build, all-way stop, traffic signal, roundabout, or other configurations. The analysis should take into account forecasted traffic volumes for the year 2045 as well as pedestrian volumes expected from the full buildout of the National Loon Center (NLC) attraction. Additionally, the Consultant will be required to produce a collection of traffic modeling simulation videos that graphically depicts the traffic operations and vehicle queuing associated with each intersection configuration.

Deliverables:

- ICE report by November 15, 2022
- Graphical models of traffic operation and vehicle queuing

TASK 2 – PROJECT MANAGEMENT

Consistency of the project management team is a key expectation. No changes to the Project Manager or project team members identified in the proposal will be made without written notice and approval of the Crow Wing County Engineer.

Administration

Administration of the project will include progress reports, invoicing, contract amendment requests, cost and schedule updates, billing preparation, and other non-technical work. Administration also includes all oral, written, and other forms of communication with project stakeholders.

Progress reports and invoices will be submitted monthly. Progress reports will be required to summarize all work completed in the previous thirty (30) days as well as a completion percentage for each of project's seven (7) primary tasks.

The Consultant will not be required to develop or negotiate the cost share agreements between the County and other funding partners. The County will assume this responsibility utilizing the detailed cost estimates developed by the Consultant.

General Coordination

General coordination of the project will include scheduling Project Management Team (PMT) meetings,

agency coordination meetings, public open house/hearing meetings, utility meetings and any other meetings as required. The consultant will be responsible for securing locations and providing written documentation summarizing each meeting. It is expected that most PMT meetings will take place at the Crosslake City Hall, or the City/County Joint Maintenance Facility located in Crosslake. All open house style meetings or public hearings will be held at the Crosslake City Hall.

Quality Assurance and Quality Control (QA/QC)

The Consultant will develop a written QA/QC plan and execute these functions throughout the project duration to ensure delivery of a quality product in a timely manner.

Project Schedule

To assist keeping all stakeholders informed of project developments, the Consultant will be required to prepare and maintain an accurate project schedule. This document is required to be presented at each PMT meeting as well as be posted on the project website. The Consultant will be responsible for informing the County and other stakeholders about key project milestones or decision points. This is to be done well in advance of each activity to allow adequate time for review and consideration by agency officials and other stakeholders.

Deliverables:

- Monthly invoicing
- Monthly progress reports
- Meeting coordination and documentation
- Stakeholder coordination and documentation
- Project schedule updates

TASK 3 - PUBLIC AND AGENCY INVOLVEMENT

Ensuring high levels of public and agency involvement is a key expectation of this project. This includes providing a dynamic project website to communicate with stakeholders. Although the public and some agencies have participated in the efforts leading up to the award of the federal grants, reengaging these and other stakeholders will be critical to achieve the overall goals of this project.

It is expected that several meeting types will be utilized during the development of this project. The anticipated number of meetings and expectations of each type are listed below. The Consultant may propose modifications to the type and number of meetings. All proposed changes must be reflected in the detailed project work plan and appropriately justified in the Additions and Exceptions section of the proposal.

For each type of meeting, The Consultant will be responsible for scheduling the meeting, reserving the appropriate venue, development of meeting content, and the recording and dissemination of meeting minutes. For each meeting, the Consultant will be required to provide both in-person and video conferencing opportunities for participants.

Project Kick-off Meeting

The Consultant is required to hold an initial kick-off meeting within thirty (30) days of being selected as the successful respondent. The primary purpose of this meeting will be to review the project's goals and objectives as well as identify key stakeholders to serve on the Project Management Team (PMT).

Project Management Team (PMT) Meetings

It is anticipated that the Consultant will need to conduct no less than eight (8) PMT meetings throughout the course of this project. Meetings of this type are to be convened on at least a semi-monthly basis. It is expected that most PMT meetings will take place at the Crosslake City Hall, or the City/County Joint Maintenance Facility located in Crosslake.

Public Open House Meetings

The Consultant will conduct no less than two (2) open house meetings to actively engage the public and other key stakeholders. The Consultant will be responsible for delivering a short electronic presentation at each event and prepare appropriate display materials and written correspondence. All open house style meetings will be held at the Crosslake City Hall.

During the open houses, the Consultant will provide an opportunity for attendees to submit written comments and other feedback. Following the hearing, the Consultant will compile and summarize all oral and written public feedback, and to develop appropriate responses. The Consultant will be responsible to post all comments, questions, and associated responses to the project website within ten (10) calendar days of the hearing.

Minimum materials needed for public open house meetings: Concepts, layouts, project schedule, summary handouts, sign-in sheets, and comment cards.

Public Hearing

One (1) formal public hearing may be required to comply with state and federal environmental review processes. All public hearings will be held at the Crosslake City Hall. The Consultant will be responsible for preparing and publishing all public hearing notices and other documents required to achieve compliance with state and federal regulations. Following the hearing, the Consultant will compile and summarize all oral and written public feedback, and to develop appropriate responses. The Consultant will be responsible to post all comments, questions, and associated responses to the project website within ten (10) calendar days of the hearing.

City Council & County Board Meetings

The Consultant will attend at least two (2) Crosslake City Council meetings and at least one (1) County Board work session to present important project information and, if necessary, secure formal approval for key project decisions.

Agency Coordination Meetings

It is anticipated that the Consultant will require four (4) meetings to coordinate with Federal, State, regional, and local agencies outside of the PMT meetings. These meetings will be used to coordinate information related to permits, approvals, and other forms of regulatory consent.

Technical Evaluation Panel (TEP) Meeting

It is anticipated that the Consultant will be required to attend one (1) Technical Evaluation Panel (TEP) meeting to discuss potential wetland impacts as well as strategies to implement improved stormwater treatment techniques.

Property Owner Meetings

It is anticipated that the Consultant will be required to attend up to six (6) meetings with property owners immediately adjacent to the project area. For these meetings, the Consultant is required to prepare exhibit handouts that summarize the need and estimated impacts of the proposed right of way acquisition.

Utility Coordination Meetings

It is anticipated that the Consultant will be required to attend at least one (1) utility coordination meeting to discuss potential impacts or total relocation of utilities adjacent to the project.

Project Pre-Construction Meeting

After the construction contract is awarded by County, the Consultant will be required to conduct a pre-construction coordination meeting held the Crow Wing County Highway Department in Brainerd.

Construction Impact Meetings

During the construction phase, the Consultant will be required to conduct semi-weekly construction impact meetings. These meetings are to take place at the Crosslake City Hall, or the City/County Joint Maintenance Facility located in Crosslake. They are intended to provide schedule updates and provide the business community and other stakeholders an opportunity to provide feedback regarding the impacts related to construction activities.

Project Mailings

The Consultant will be responsible for developing, printing, and mailing notices for all open houses and public hearings. The County will be responsible for providing an appropriate list of names and addresses for all project correspondence.

Project Website

The Consultant will be required to develop and maintain an active project website to keep the public and other stakeholders informed. The website is required to provide a form that allows stakeholders to easily submit written comments directly to the entire PMT and key agency leaders. The Consultant will be responsible for providing up to ten (10) website updates. At a minimum, the website is required to contain

the following features:

- A welcome page that includes basic information about the project including background and links to other pages and resources of information.
- A public comment page that includes a form that allows stakeholders provide simultaneous feedback directly to the entire PMT.
- A layout page that includes graphical depictions of all design concepts and project alternatives.
- A project schedule page to inform all stakeholders of progress during the pre-design and final design phases. (Tasks 1-6)
- A construction update page to inform the public regarding progress and key timelines associated with the construction phase. (Task 7)

Deliverables:

- High levels of agency and stakeholder involvement
- Required public and agency meetings
- Meeting notices, coordination, content, and after-action documentation
- Project website development and active updating

TASK 4 - PRELIMINARY DESIGN

Develop Concept Alternatives

The Consultant will be responsible for developing preliminary design alternatives that combine each of the project's three primary components into a single integrated concept. These alternatives are to be developed into a set of geometric layouts that clearly articulates the options to stakeholders. Each must address and achieve the project objectives related pedestrian safety and network continuity, intersection operation and safety, and improvements to area stormwater treatment. The range of feasible alternatives includes those that comply with Minnesota County State Aid Highway (CSAH) rules, other applicable design standards, and can achieve community and agency support.

Alternative Evaluation and Cost Estimates

Utilizing a combination of the engineering analysis and stakeholder input, the Consultant will be required to provide a comprehensive evaluation of each feasible alternative. This includes the development of detailed cost estimates related to project construction, right of way acquisition, and other appropriate categories. Due to the nature and number of the project funding sources, cost estimates will be required to be separated in several ways. This includes splits between state and federal grant programs, matching funds requirements for each source, and by individual jurisdictions responsible for cost obligations.

The results of alternative evaluation are to be compiled into a formal memo addressed to the City Council and County Board of Commissioners. The memo should summarize the results of any analysis conducted to support the development of the alternatives. It should also articulate the challenges, opportunities, and costs associated with each option. Additionally, it must also include a single recommendation for the adoption of a preferred project alternative. The Consultant will be required to present the findings and recommendations at a public open house meeting hosted in the city of Crosslake. After the public meeting,

the Consultant will be required to assist with the process to seek formal adoption of the preferred alternative by the elected bodies of the City and County.

Preferred Alternative refinement

After adoption of the preferred alternative, the Consultant will be required to continue refinement of preliminary design. This includes identification of preliminary construction limits and other adjustments necessary to achieve the level of analysis required to secure state and federal environmental clearances.

Deliverables:

- Development of primary design alternatives
- Development of geometric layout for each alternative
- Detailed cost estimates for each alternative
- Formal alternative evaluation memo
- Recommendation of a preferred alternative
- Preliminary construction limits

TASK 5 – NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) DOCUMENTATION

This project utilizes federal funds and involves the potential for physical impacts to federal property owned and operated by the United States Corps of Engineers (USACE).

The Consultant will be responsible for determining the project's appropriate level of environmental documentation and taking the steps required by local, state, and federal regulations to secure its approval. This task also includes the analysis and coordination necessary to secure all the permits required during the construction phase of the project.

Deliverables:

- Fully approved environmental documentation
- All permits necessary for construction

TASK 6 – FINAL DESIGN

Final design plans

The Consultant will be required to deliver a fully approved set of construction plans and project specifications ready for advertising no later than March 15, 2024. This design shall be based on the preferred alternative adopted by the City Council and County Board of Commissioners. The Consultant will be required to forward review submissions of the construction plan set at the 30, 60, and 90 percent stages of completion. Upon final plan approval of the construction plans, Crow Wing County will be responsible to conduct the project advertisement bid letting process.

The completed plan shall be reviewed and approved by the Crow Wing County Engineer and kept on file at the Crow Wing County Highway Department. All design work shall be performed under the direct supervision of a Professional Engineer licensed in the State of Minnesota. Plan sheets shall be published on 11" x 17" pages, then provided in electronic and paper format. All project design files shall be developed using ACAD Civil 3D version 2013 or later. When developing survey and design files, the Consultant is required to use Crow Wing County Coordinate datum NAD83 (96) for horizontal control and NAVD 88 for vertical control. Crow Wing County reserves the right to request all design related information including drawing files, quantity calculations, and other design documentation.

Right-of-way parcel sketches

It is the County's intent to use its own personnel to complete the property acquisition requirements for the future project. This includes activities such as property valuations, landowner negotiations, and document recording. In order to ensure that property acquisition is fully complete before the project bid letting, the Consultant will be required to provide a number of deliverables no later than November 1, 2023. This includes preliminary and final parcel sketches, legal descriptions, and any other information necessary to support the acquisition of the project right-of-way.

Final Design Support Services

It is County's intent to bid and construct this project in 2024. During the construction phase, the Consultant will be required to provide engineering support services. This may involve helping field personnel interpret project plan sheets or to assist with the development of necessary design modifications. If necessary, this may include conducting periodic site visits to gather information or provide specific instructions.

As-Built Drawings

Upon completion of the construction phase, the Consultant will be required to provide the County with updated final design plan sheets that document the as-built conditions of the project. Plan sheets shall be published on 11" x 17" pages, then provided in electronic and paper format. All project design files shall be developed using ACAD Civil 3D version 2013 or later.

Deliverables:

- Fully approved and signed set of design plans by March 15, 2024
- 30-60-90-100% construction plan review submissions
- Final parcel sketches and legal descriptions by November 1, 2023
- Design support services during construction phase
- As-built drawings

TASK 7 – CONSTRUCTION ENGINEERING

After the construction contract is awarded by the County, the Consultant will be required to conduct all the engineering services required to properly construct the project. This includes all aspects of contract administration, construction inspection, surveying, material testing, item record account tracking, and other services required to ensure the project complies with all local, state, and federal environmental regulations and applicable design standards.

Deliverables:

- Construction contract administration
- Project oversight and inspection services