



## VILLAGE OF LITTLE CHUTE, WISCONSIN

### REQUEST FOR PROPOSALS

### CONSTRUCTION MANAGEMENT SERVICES FOR THE VILLAGE OF LITTLE CHUTE FIRE STATION

Issued by:

Village of Little Chute on June 24<sup>th</sup>, 2024

Proposals must be received no later than 4:30 p.m., July 12<sup>th</sup>, 2024

Submit RFP Responses to:

Laurie Decker

Village of Little Chute

108 West Main Street

Little Chute, WI 54140

For further information regarding this RFP, contact

Beau Bernhoft, Village Administrator

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## General Information

### Summary

The Village of Little Chute (the Village) is proposing to build a new Fire Station on vacant land located near the southwest corner of Hans Parkway and Depot Street. The land outlined below is currently 13 individual lots (previously single-family homes), at roughly 3.5 acres, with an additional three lots north of Hans Parkway, at roughly 0.7 acres, to support the project as needed. The Village has selected Keller, Inc. as the design firm to perform the architecture and engineering design and to prepare the project specifications for the new building. At this stage, we are negotiating the contract with Keller to begin the design of the project.



The Village is requesting proposals from qualified consultants to perform professional services for daily construction management for our new Fire Station to be constructed in accordance with the design and specifications of the facility created by Keller. **It is anticipated that the contract for this project will be approved on July 17<sup>th</sup>, with a preferred Construction bidding process starting around December 1<sup>st</sup>, 2024.** The Construction Management service proposal should include the following phases for program verification:

- **Firm Profile:** provide an overview of your firm's experience, qualifications, and for relevant construction management projects completed.

- **Team Qualifications:** Detail the qualifications and experience of key personnel who will be assigned to the project, including project managers, engineers, and related construction professionals.
- **Project Approach:** Outline your proposed approach to delivering the project, including pre-construction planning, construction management strategies, and post-construction services.
- **Schedule:** Provide a detailed project schedule indicating key milestones and deliverables.
- **Budget:** Submit a comprehensive budget proposal, including all costs associated with pre-construction, construction and post-construction phases.
- **References:** Provide a list of references from past clients who can speak to the quality and effectiveness of your firm's Construction Management services.

## **Background**

The Village of Little Chute, Wisconsin, is currently developing a new Fire Station facility that will replace the existing Fire Station, located within the Safety Center at 200 West McKinley Avenue. The existing station is in a facility shared with the Fox Valley Metro Police Department. Our new location for the standalone Fire Station was donated to us by the previous property owner. Our recently completed Space Needs Analysis (2023) indicated an anticipated facility size of roughly 20,000 square feet with minimum site requirements of 60,000 square feet. Our Space Needs Analysis can be found on our website at <https://www.littlechutewi.org/717>. The intent of the Village is to review proposals and select a Construction Manager that can work collaboratively with both our selected Design Firm and Village officials. After the Village approves the selected plans, the selected Construction Manager will work with the Village to successfully bid out the project, manage the contracts and keep the project on schedule for completion. The objectives of our Construction Manager is to deliver a high quality, functional fire station facility that meets the needs of the Village and adheres to all relevant codes or regulations. Our selected Construction Manager will ensure that the project is completed on an agreeable timeline and budget, maintaining open communication with the Village throughout the timeline of the project, and prioritizing safety for all workers and stakeholders involved in the project. The project design and specifications will be developed by the design firm to be bid into multiple units by separate trades. The selected Construction Manager will contract with the subcontractors directly, and be responsible for the actions of all subcontractors, and thereby serve as the general contractor for completing the project.

## **Project Management Team & Director**

Duane Nechodom, Fire Chief, will be responsible for providing overall direction for this project. He will be working alongside the Village leadership team as well as the Board of Trustees which includes:

- Village Board President, Michael Vanden Berg
- Village Administrator, Beau Bernhoff
- Public Works Department Representatives, Kent Taylor (Director) and Matt Woicek (Asst. Dir.)
- Community Development Director, Jessica Titel
- Facilities Superintendent, Dave Neumann

## **Scope of Services**

The Construction Manager (At Risk) will be responsible for, but not limited to, the following:

- Pre-construction services including cost estimating, value engineering, and constructability reviews
- Project bid advertising/solicitation with individual trade subcontractors
- Contractor and subcontractor management and quality control

- Risk management and mitigation strategies to ensure project success and safety
- Project manager/ daily onsite supervision and inspection
- Local and State permitting with the designer
- Concrete strength testing
- Leading weekly construction meetings
- Dump fees and dumpsters
- Coordinating electrical setup for the site
- Project safety and safety measures
- Project meetings and documentation for meetings
- Work collaboratively with design firm for bid advertising
- Warranty administration
- Working collaboratively with design firm for as-built records
- Builders Risk Insurance
- Other related post-construction services and documentation

## Instructions to Proposers

### Request for Proposal Information

It is the responsibility of the Consultant to carefully read the entire Request for Proposal (RFP), which contains provisions applicable to successful completion and submission of an RFP. If any ambiguity, inconsistencies, or errors are discovered in the RFP, the Village must be notified in writing (paper or email). Only interpretations or corrections of the RFP made in writing through addenda by the Village will be considered binding. The Village must receive all requests for interpretations or corrections no later than the date specified in the RFP timetable. The RFP consists of all documents identified in the Scope of Services section of the RFP.

### Submission of Proposals

The following information must appear on the lower left-hand corner of the container:

*RFP for Construction Management Services for the Village of Little Chute Fire Station*

The information must be addressed to:

Laurie Decker  
 Village Clerk  
 108 West Main Street  
 Little Chute, WI 54140

All submittals by mail, email or in person must be received no later than 4:30 pm on Friday, July 12<sup>th</sup>, 2024. Hand carried proposals may be delivered to the above address ONLY between the hours of 8:00 am and 4:30 pm, Monday through Friday, excluding holidays observed by the Village. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. Electronically submitted proposals (email) may be submitted to [Laurie@littlechutewi.org](mailto:Laurie@littlechutewi.org). PDF format will be required in this format of submission.

## **RFP Submittal Requirements**

### **Part A – Technical Proposal**

(consisting of the firm's qualifications and scope of work)

Proposers shall include their complete return address on the outer envelope. One (1) unbound paper copy and one (1) digital copy of the technical proposal must be submitted for review.

### **Part B – Interview/Presentation**

(If requested)

The top firms, based on their Technical Proposal Score, may be invited to, and evaluated on an oral interview/presentation. The Village reserves the right to award the contract without interviews. This would occur after the RFP has been submitted.

### **Part C – Price Proposal**

Firms shall submit a price proposal in a sealed separate envelope. The price proposal envelope should be identified in the lower left-hand corner with the words:

*Price Proposal RFP Little Chute Fire Station Construction Management*

The proposers name must also appear on the outside of the envelope. Price proposals must be signed by an officer of the company, who is legally authorized to enter into a contractual relationship with the Village in the name of the proposer. The submittal of a proposal will be considered by the Village as constituting an offer by the proposer to perform the required services at the stated prices.

### **Modified Submissions of RFP**

Modified qualifications and proposals can be submitted to replace all or any portion of previously submitted information prior to the submission deadline.

### **Withdrawal of RFP**

Qualification and proposal information may be withdrawn from consideration prior to the submission deadline by written request, on the Consultant's letterhead, submitted to the Village.

### **RFP Postponement or Cancellation**

The Village may, at its sole and absolute discretion, reject any and all, or parts of any and all submittals to the RFP, re-advertise this RFP, postpone or cancel at any time this RFP process, or waive any irregularities in this RFP as it deems to be in the best interest of the Village.

### **Contracting Department**

The Village Fire Department in conjunction with the Administration Department will administer the contract resulting from this RFP.

### **Incurring Costs**

The Village is not liable for any costs incurred by proposers in replying to this RFP. The Village reserves the right to accept or reject any or all proposals and to waive technicalities in any proposal or part thereof deemed to be in the best interest of the Village.

### **Proprietary Information**

Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself. Each page must be clearly marked "CONFIDENTIAL" via watermark. The Village shall comply with state and federal law(s) as to complying with request information.

### **Fixed Price Period**

All prices, costs, and conditions outlined in the RFP/price proposal shall remain fixed and valid for acceptance for a 90-day period commencing on the due date of the contractor's proposal. The Village reserves the right to negotiate the scope of services and costs with the highest ranked consultant.

### **Certification of Independent Price Determination**

By signing this proposal, the respondent certifies and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

The process in this proposal has been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other respondent or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this proposal, have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to opening in the case of an advertisement procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other respondent or to any competitor.

### **Restricting Competition**

No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

### **Certification of the RFP**

If additional information is necessary to assist the vendor in interrupting this RFP written questions will be accepted by the Village of Little Chute Administrator – [Beau@littlechutewi.org](mailto:Beau@littlechutewi.org) and may be shared with the Fire Chief. Other than written questions, firms shall refrain from contacting the Fire Department employees, elected officials, or the Fire Station Development Leadership Team during the RFP process. Any lobbying by firms during the RFP process may result in disqualification from the project. Written questions are due to the Village Administrator no later than **4:30 pm on Friday, July 5<sup>th</sup>, at 4:30 pm**.

### **Contract and Terms**

The selected firm will provide a proposed agreement following the Standard AIA Form of Agreement, in which any modifications can be discussed and negotiated prior to finalizing the agreement and prior to execution of the contract.

## **Preparing and Submitting Proposal**

### **General Instructions**

The evaluation and selection of the consultant for this project will be based on information submitted in the RFP plus references, oral presentations (if needed), other references and supplemental information. Failure to respond to each requirement in the RFP may be the basis for rejecting a response.

### **Elaborate Proposals**

Example: expensive artwork beyond that which is sufficient to present a complete and effective proposal is not necessary.

### **Letter of Introduction/Statement of Interest**

Summarize the firm's interest in this project and any special knowledge or expertise that the firm has to offer. Include the name of the contact person, phone number, fax number, email address and website address.

### **Firm's Information - Including the Following**

Please include the following information:

- Office location.
- Ownership affiliation.
- Size of the firm/agency.
- Description of the qualifications, experiences, organization, and resources of the firm/agency related to this project.
- Past performances on similar contracts in terms of cost control, quality of work, compliance with performance schedules, and compliance with regulatory agencies. Submit a detailed description (including photographs if possible) of five (5) recent projects, either completed or under construction, projects must be Fire Stations with the following information:
  - Construction costs of the project.
  - Comparison of those costs with the architect estimate.
  - The date the project was designed and constructed.
  - Contact information for the client (name, address and telephone number).
  - Construction Management Team Professional/s involved.
  - Information on current workload and availability that may occur during the time of this project.

### **Key Individuals Qualification and Experience**

Please provide a description, resume or bio-sketch of the qualifications and experience of the primary team that will be assigned specifically to this project. Indicate key individuals' experience with Fire Stations or similar projects. Identify the function/responsibility of everyone assigned to work on this project (e.g. project manager, technician, etc.) along with their previous experiences in similar roles on similar projects. Identify any sub-consultants to be used on the project and the percentage of their level of involvement along with their respective experience working on similar projects. Lastly, please list the office locations of these individuals.

## **Proposed Services**

State how your firm will meet the scope of services, including the following:

- Proposed work plan or proposed scope of work and technical/innovative approaches for the project. Provide both a summary and the details of your proposed services.
- Indicate proposed timeframe to complete the tasks.

## **Evaluation Criteria**

The Village Board of Trustees will base their decision on the qualifications and experience of the firm and staff along with feedback from references and other sources. The evaluation process will include a review and ranking by each Trustee and key leadership official of each proposal. The review team will meet and combine their rankings to determine the top firms for potential interview/selection.

The recommendation to award the contract will be to the firm that has the highest point total.

Subject to change, the following is a general list of evaluation points:

- Firm's qualifications and experience
- Qualifications of key personnel
- Project approach and methodology
- Cost competitiveness
- Past performance and references

## **Schedule of Activities**

### **Timetable**

RFP Available for Distribution	Monday, June 24 <sup>th</sup>
Deadline for Submittal of RFP (by 4:30 pm)	Friday, July 12 <sup>th</sup>
Interviews/Presentations	As requested by the Village Board of Trustees
Village Board Action to Approve	Wednesday, July 17 <sup>th</sup> or future Board meeting
Contract Start Date	As soon as possible
Anticipated Completion Date	December 1 <sup>st</sup> , 2025

## **Negotiations**

### **Negotiation with Top Rated Firm**

Upon selection of the top-rated firm, the Village may enter limited negotiations with the selected top-rated firm to clarify the scope of services to be provided. Note, however, that costs for services may be part of the proposal evaluation process. You are encouraged to submit your best and final offer with the proposal.

### **Failure to Reach Agreement**

If an agreement cannot be reached with the top-rated firm, negotiations will be terminated, and the Village will open negotiations with the second-highest rated firm. The negotiation process will continue until an agreement is reached with one of the short-listed firms. If no agreement is reached with the short-listed firms, the negotiation process will be terminated at the Village's discretion.

## TERMS AND CONDITIONS

### **Terms of Agreement**

Upon mutually agreeing to the terms of the contract, a written agreement will be prepared utilizing a Standard AIA Form of Agreement.

### **Insurance**

All proposals must include either a description of the firm's insurance or a certificate of insurance outlining the firm's insurance policies which evidence compliance with the requirements contained herein. The successful Firm shall agree that it will, at all times during the term of the agreement, keep in force and effect insurance policies required by the contract, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the Village. Such insurance shall be primary. Prior to execution of the written contract, the successful Firm shall furnish the Village with a Certificate of Insurance listing the Village as an additional insured and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty (30) days advance notice of cancellation or nonrenewal during the term of the agreement. Failure to submit an insurance certificate, as required, can make the contract voidable at the Village's discretion. Additionally, the Firm shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor and approved by Village.

### **Nondiscrimination**

In connection with the performance of work under this agreement, the Firm agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin, or ancestry. This provision must be included in all subcontracts.

### **Assignment or Subcontract**

This contract may not be assigned or subcontracted by the Firm without the written consent of the Village.

### **Independent Contractor Status**

The Firm agrees that it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

### **Amendments to Contract**

This contract may be modified only by written amendment to the contract signed by both parties.

### **Waiver**

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

### **Indemnification and Defense of Suits**

The Firm agrees to indemnify, hold harmless, and defend the Village, its officers, agents, and employees from all liability including claims, demands, damages, actions or causes of action, together with all losses,

costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the Firm, its employees, agents, or subcontractors.

#### **Contract Period**

The term of this contract will be as specified in the RFP.

#### **Termination of Contract**

It should be noted that either party may cancel the service agreement by written notice to the other party at least 90 days in advance of the commencement of the contract. If through any cause, the Firm shall fail to fulfill in timely and proper manner his obligations under this contract, or if the Firm shall violate any of the covenants, agreements or stipulations of this contract, the Village shall thereupon have the right to immediately terminate or provide notice of the terminations this Contract. Such termination notice shall be in writing and shall identify the date of the termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, or other materials related to the services prepared by the support firm under this contract shall, at the option of the Village, become the property of the Village of Little Chute.

Notwithstanding the above, the support firm shall not be relieved of liability to the Village for damages sustained by the Village by virtue of any breach of the contract by the support firm, and the Village may withhold any payments to the support Firm or the purpose of set off until such time as the exact amount of damages due to the Village from the support Firm is determined.

#### **Other Considerations**

Factors which include, but are not limited to, quantity involved, time of completion, purpose for which required, competency and financial capacity of vendor, ability to render satisfactory service and past performance will be considered in determining status as a responsible vendor. The Village reserves the right to request additional information as may reasonably be required to make this determination and to further investigate the qualifications of the respondent as deemed appropriate.