

VILLAGE OF LITTLE CHUTE, WI



**Little
Chute**

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Request for Proposal
Professional Engineering Services - Little Chute Water System
Review

January 6, 2025

Proposal Due Date: Friday January 31, 2025
12:00 pm CST

I. General Information-Purpose of Request

The Village of Little Chute Water Department is requesting proposals (RFP) for a Professional Engineering Consultant to review and update *The Water System Evaluation and Plan* conducted in 2017. In addition, the consultant will be responsible for Professional Services for engineering, location selection, design, bid documents and construction services for a new Village water tower.

This 2017 Water System Evaluation and Plan indicated the need for a future water tower north of I-41. The Village would like to confirm the findings as the Village has outpaced customer growth and supply requirements estimated in the 2017 System Evaluation and Plan. Our community continues to grow north of I-41, we must continue to meet the development needs of the future.

There is not expressed or implied an obligation of the Village of Little Chute to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

This Request For Proposal (RFP) is issued on behalf of Village of Little Chute by Midwest Contract Operations, Inc. (MCO), the Village's Contracted Water Department. The Water Superintendent is the sole point of contact during this process and no information provided by any other personnel will be considered binding.

Written questions will be answered in writing and will be available to all proposers. Questions must be submitted by 12:00 pm CST on January 24th, 2025. Proposer's questions and the Village's responses shall be considered part of the RFP and will become open record and available upon request. The Village of Little Chute prohibits communication relative to this proposal initiated by a proposer with any Village elected official or employee prior to the time a decision has been made, except as provided for in this proposal. Violation of this section is grounds for disqualification.

All respondents should use this written document, its attachments, and any amendments as the sole basis for responding.

II. Estimated Timeline

The following schedule is anticipated for awarding this project. If a change in this schedule becomes necessary, all recipients of the RFP will be notified.

<u>Schedule Item Description</u>	<u>Date</u>
RFP Approved for Release:	January 3 rd , 2025
Questions Due (12:00 p.m.):	January 24th, 2025
Proposal Due (12:00 p.m.):	January 31st, 2025
Interview (If necessary):	Week of February 3rd, 2025
Firm Selection, Staff Recommendation:	Week of February 3rd, 2025
Contract Approval by Utility Commission:	February 18 th , 2025
Village Board Approval	February 19th, 2025

The above timetable for review by the Village is subject to change. The Village will not be legally obligated to adhere to the dates for interviews, recommendations, and award.

Interviews will likely be required of selected finalists at the respondent's expense. However, an award may be given without discussion with the respondents. Therefore, respondents are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint.

If an interview is required, the selected finalists will be notified of the date and time of the interview process by the week of February 3rd. The selected vendors must be available on the week of February 3rd for an in-person interview. Vendors not selected will also be notified.

III – Project Scope

1. Water System Evaluation and Plan Review
 - a. Review all data, calculations and engineering assumptions described in the Village of Little Chute Water System Evaluation and Plan, dated December 14, 2017.
 - b. Update all calculations with available new data and, if needed, adjust the water demand, supply, and storage deficiencies to reflect current conditions.
 - c. Review, compare and recommend the appropriate water storage and supply needs and deficiencies for the Village of Little Chute up to year 2040.
 - d. Identify ideal location selection for future needs.
 - e. Provide any other information that the Proposer believes to be pertinent, but not specifically asked for elsewhere in the RFP or addressed in the Water Evaluation and Plan, dated December 14, 2017. This shall be included under the heading "Additional Information."
2. Provide Professional Engineering Services for site location, design, bid document preparation, construction, administration and inspection services for a new water tower north of HWY 41. Professional services will include but not be limited to:
 - a. Site Planning
 - b. Preliminary Design and Cost Estimates
 - c. Project Timeline
 - d. Final Design, specifications and estimates
 - e. Bidding and bid document preparation
 - f. Construction Services, including inspection, critical phase inspections, warranty inspection (11 months after project completion) and administration
 - g. Permitting
 - h. Any and all other relevant information needed to carryout the services of the projects shown above.

IV - Compensation

The selected consultant will be compensated on a time and materials basis up to a not-to-exceed fee that is submitted or negotiated and included in the contract agreement. Final scope, schedule and fees may be negotiated after the conclusion of the selection process. The selected consultant will be paid monthly for services rendered. Note that the consultant's proposal will be referred to as the basis for their standard of practice in providing the requested services. **The Village requests a detailed billing fee schedule for personnel, overtime, mileage and any other related fees related to work included in the scope for this project.**

V - Questions

To ensure that all responders have access to the same information, the following procedure will be followed to respond to all questions:

- Questions must be submitted via e-mail to Jerry Verstegen, jerryv@mco-us.com and must contain "Little Chute Water System Review" in the subject line.
- Questions and the answers to the questions will be included in an addendum and will be distributed via email to all consultants.
- All questions must be submitted by 12:00 pm on January 24th 2025. Questions received after this time will not be answered.

To ensure you receive all pertinent information and responses to questions please follow the instructions in "Electronic Communication" below.

VI - Electronic Communication

It is the Village of Little Chute's intent to take advantage of electronic communications. Please submit contact information (name, firm, phone, and email) to Jerry Verstegen, jerryv@mco-us.com upon receipt of this letter. All correspondence shall reference "Little Chute Water System Review" in the subject line of the email. The Village will maintain a list of consultants for use in responding to questions and providing clarifications or addenda.

VII - SUBMITTAL OF PROPOSAL

a) Proposal Submission

All responses must be submitted by email, mailed, or delivered to:

Village of Little Chute
Village Clerk, Laurie Decker
108 W Main Street, Little Chute, WI 54140
920-423-3852
laurie@littlechutewi.org

VIII - SELECTION OF CONSULTANT

The proposals will be screened by Village staff and rated on:

Evaluation of Proposal

The following factors will be considered in evaluating the proposals:

1. The completeness of the proposal, including scope, approach and detailed work plan.	0-20 points
2. Firm experience in water studies, engineering studies, etc. Governmental references will also be considered here.	0-30 points
3. Qualifications of staff members that would be assigned to the study.	0-30 points
4. Cost proposal	<u>0-20 points</u>

Maximum total points

100 points

If mailing or delivering, proposals must be in a sealed envelope and clearly marked in the lower left corner: "Little Chute Water System Review RFP" Please provide one (1) original and a thumb drive including the proposal file. If you are emailing, the attached file will be sufficient. The email subject line shall include "Little Chute Water System Review RFP". Proposals will be accepted on or before 12:00 pm on January 31st, 2025. Proposals received after this date and time may be rejected. Proposals will not be opened publicly.

No official or employee on the evaluation committee shall have any financial interest, either direct or indirect, in the contract. No official or employee of the evaluation committee shall exercise any undue influence in the awarding of the contract.

b) Addendum and Modifications

An addendum(s) to the RFP and alterations to proposals may be made as follows:

By Village: The RFP may include addendums by the Village in response to the need for further clarification, specifications and/or requirements changes, new opening date, etc. To expedite receipt, copies of the addendum will be emailed to prospective vendors. The email address provided in the proposal will be utilized unless directed otherwise in writing by the vendor.

By Firm: Proposals may only be modified after receipt by the Village by submitting a later dated proposal that specifically states that it is modifying an earlier proposal. No proposal may be modified after the opening date unless requested by the Village.

Proposals may be withdrawn only in total, and only by a written request to the Village prior to the time and date scheduled for opening of proposals.

c) Outline of Proposal

To adequately compare proposals and evaluate them uniformly and objectively, all proposals must be submitted according to this format. Each proposal should include a table of contents, be page numbered and should follow the order listed below. There are to be no costs/fees charged for the preparation of the proposal.

Your proposal should provide a straightforward, concise description of the proposed delivery of services and your ability to achieve the same in the format provided. Emphasis should be on completeness and clarity.

1. Title Page

The proposal should identify the subject, the name of the organization, address, telephone number, e-mail address, name and title of the contact person, and date of submission. The response should confirm that the proposal is effective for ninety (90) days from the date submitted.

2. Table of Contents

The table of contents of the proposal should include a clear and complete identification of the material submitted by page number.

4. Profile of the Firm

- a) The type of organization and size of the firm.
- b) The location of the office from which the work is to be performed, and the number of professional staff employed at that office.
- c) The length of time the firm has been in existence, as well as the length of time the firm has been performing engineering studies for local governments.

5. Firm's Qualifications

This section should include the following:

Resumes of all key staff members to be assigned to the study as an appendix. The resumes should include experience and educational information related to the work proposed.

Description of the firm's recent experience with local government clients like that being requested.

Provide references from at least three clients, including the names, titles, addresses, telephone numbers and e-mail addresses of key client staff members.

Any other information relevant to the firm's qualifications for the proposed engagement.

6. Cost Proposal

The cost portion must be provided as a separate sealed document or attachment from the technical proposal. It will be scored separately and not opened nor considered by the reviewers until the technical evaluation is completed. Do not make references to costs anywhere else in the proposal.

The cost proposal should include a "not to exceed" fee, inclusive of all costs. This will be the cost to be used in determining point scores for cost evaluation purposes. Any special projects outside the scope of this request would be negotiated separately.

If it should become necessary for the Village to request the firm to render any additional services to either supplement the services requested in this request for proposal or to perform additional work as a result of the specific recommendations included in any report issued on the engagement, then such additional work shall be performed only if set forth in an amendment to the contract between the Village and the firm. Any such work must be agreed to in writing between the Village and the firm before any work commences. The work shall be performed at the same rates set forth in the schedule of fees and expenses.

Item Description	Not to Exceed Fee
A. Water System Evaluation Review and Update	\$ _____
B. Professional Engineering Services for the Development for New Water Tower	\$ _____

Total Not to Exceed Fee \$_____

The deadline for the submission is January 31st, 2025 at 12:00 p.m. This submittal deadline and location will be strictly adhered to. Proposals delivered to the wrong location or received late may be rejected and returned unopened.

Village of Little Chute Project Team:

Kent Taylor
Village Public Works Director

Jerry Verstegen (MCO)
Village Water Superintendent

Matt Woicek
Assistant Public Works Director

Sam Schepp
Water Operator (MCO)

IX. Terms and Conditions

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 the 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 refer to 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 of Little Chute.

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 any and all liability including claims, demands, damages, actions or causes of action, together with any and 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 for the length of completion of the Water System Review Study and update, and Professional Services for engineering, location selection, design, bid documents and construction and inspection services for a new Village water tower.

Termination of Contract

It should be noted that either party may cancel the service agreement for by written notice to the other party at least 90 days in advance of the commencement of the applicable year in which service is being terminated.

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 termination of this Contract. Such a 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.

This RFP does not commit the Village to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. The Village reserves the right

to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of the Village of Little Chute to do so.

X. Professional Services Contract

If your proposal is accepted and a contract is issued, then this Request for Proposal and all documents attached hereto including any addenda, the firm's technical and price proposals, and any other written offers/clarifications made by the firm and accepted by the Village, will be incorporated into a contract between the Village and the firm, it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be determined to exist or bind any of the parties hereto.

The submission of a proposal shall be considered as a representation that the firm has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect, or may at some future date affect the performance of this contract.

Acceptance of this proposal will take place only upon award by the Village Board, the execution of the contract by the proper Village officials, and delivery of the fully executed contract to the firm. Acceptance may be revoked at any time prior to delivery of the fully executed contract to the successful firm. The contract may be amended only by written agreement between the firm and the Village of Little Chute.