



Request for Proposal (RFP) for
Heesakker Park Staircase Design & Engineering
with Construction Management

Issued by:
Village of Little Chute, WI
February 14, 2025

Proposals must be received no later than: 12:00 p.m., March 7, 2025

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1. GENERAL INFORMATION

1.1. Introduction

The Village of Little Chute is seeking proposals from qualified firms to provide design & engineering services for the removal and reconstruction of the existing timber and stone staircase located in Heesakker Park. Proposed work includes providing concept plan(s), including vision boards, and imagery for community input and public engagement. Consultant to provide construction documents to include opinion of probable cost as well as all plans, details, and specifications/project manual necessary to bid and reconstruct the existing staircase. Work also includes construction documentation and management. All responsibilities are detailed in the Scope of Services. Construction for the staircase is scheduled for late 2025.

1.2. Project Location

Heesakker Park is located at 1509 E. Lincoln Street, Little Chute, WI 54140.

1.3. Objectives of Completed Project

- a. **Functionality:** Provide an upgraded amenity that meets the functional safety needs of the Village and of the community.
- b. **Minimal Disturbance:** Provide a staircase design that integrates seamlessly into the park, preserving its natural beauty and existing features.
- c. **Cost-Effectiveness:** Provide creative staircase design elements that manage costs without compromising quality or functionality.
- d. **Community Engagement:** Incorporate feedback from the staff to ensure the upgraded staircase meets their needs and enhances the overall park experience.
- e. Additional details for these items are referenced as attachments to this RFP:
 - i. Attachment A – Aerial map and site photos of existing staircase.
 - ii. Attachment B – Staircase guidelines.

2. ESTIMATED TIMELINE

<u>Schedule Item Description</u>	<u>Date</u>
RFP Release:	February 14, 2025
Questions Due (12:00 p.m.)	February 28, 2025
Addenda Issued	March 4, 2025
Proposal Due (12:00 p.m.)	March 7, 2025
Board Review	March 19, 2025
Interviews	April 2, 2025
Award Date:	April 17, 2025
Final Plan and Specifications Due	July 31, 2025

* Bidding to immediately follow

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

2.1. Contract Terms

- a. The successful firm and the Village of Little Chute will enter into a Consultant Services Agreement initially drafted by the Consultant, subject to the review, further negotiation, and approval by both the Consultant and Village prior to execution.

3. SCOPE OF WORK

3.1. Details

- a. Prepare and submit a summary plan outlining the work to be performed, data necessary to complete the project, and the timing of the work to be done (i.e., project timeline).
- b. Prepare a draft of final deliverables from other similar past projects, to provide staff with an idea of the general structure, content, and level of detail expected to be developed.
- c. Prepare and present concept plan(s), vision boards, documentation, and imagery for public engagement and community input.
- d. Submit 80% plans and specifications for Village review.
- e. Aerial map and site photos of existing staircase are found in Appendix A.
- f. Site layout including grading and erosion control plans.
- g. Landscape and Restoration plan.
- h. Staircase Construction Plans and Details.
- i. The Village of Little Chute has generated guidelines for staircase construction. These are found in Appendix B – Staircase Construction Guidelines
- j. Prepare a Project Construction Manual including Village's standard front-end documents, specifications, and special provisions for public bidding.
- k. Prepare and submit all State, Local, and WDNR Permits.
- l. Facilitate the Public Bidding process.
- m. Provide construction administration services to include a pre-construction meeting, review of shop drawings, contractor pay applications and change orders. In addition, serve as onsite construction manager and inspect all field work/construction as work is being completed, attend progress meetings, and compile project punch list/close out.

4. REQUEST FOR PROPOSAL CONTENTS

4.1. General Instructions

The proposal shall:

- a. Name, address, and brief history of firm with cover letter and RFP signature page.
- b. Resumes for key consultant personnel to be assigned to this project.
- c. Provide firms completed projects where professional engineering services were similar in scope to this one.
 - i. Provide the name of each completed project and contact person(s).
 - ii. Include completed past projects budgeting, cost estimating and results. This shall also include final project costs and engineering costs.
- d. Project Understanding, Interpretation of Scope, and Approach for this project.
- e. Additional/Relevant Information for this project: You are invited to include a maximum of two pages of information not included above if you feel it may be useful and applicable to this project.
- f. Proposals shall be limited to no more than 15 pages in total.
- g. Provide your sample Professional Services Contract for this project.

5. FEE SCHEDULE

5.1. General Information

- a. Submit a detailed billing fee schedule for personnel, equipment costs, mileage charges and charges for subcontracted work.
- b. We are seeking a not to exceed lump sum price for the project to include all components of the Scope of Services. All reimbursable items, thus all expenses (i.e. travel, photocopying, etc.) must be included in your lump sum proposal price.

6. SCHEDULE

6.1. General Information

- a. Provide with your proposal a realistic schedule of tasks, to include a Gantt Chart, for completion of your services, with the final task involving a presentation to the Village Board as referenced in Section 3.

7. SITE VISIT

There will not be a formal guided site tour. Interested firms are welcome to tour the site from dawn until dusk on their own. Heesakker Park is located at 1509 E. Lincoln Avenue in Little Chute WI.

8. CONFIDENTIAL INFORMATION

8.1. Details

- a. Any proposals submitted in conjunction with this request will become a public record after award and consequently, open for complete public inspection. Proposals may not be marked with a confidential blanket disclosure.
- b. Information cannot be kept confidential unless it is a trade secret. Trade secret is defined in §134.90(1)(c), Wis Stats. As follows: "Trade secret" means information, including formula, pattern, compilation, program, device, method, technique, or process to which all of the following apply:
- c. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
- d. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.
- e. Due to the nature of this service, we do not foresee any items being marked confidential. However, if there are confidential or proprietary sections of proposals which should be exempted from this requirement, Proposer(s) must complete Attachment A. Only items specifically referenced in Attachment A will be considered.
- f. Notification of the Village's determination on such requests will be made prior to release of any of the information in the proposal.

9. QUESTIONS

9.1. General Information

- a. To ensure that all responders have access to the same information, the following procedure will be followed to respond to all questions:
 - i. Questions must be submitted via e-mail to John McDonald, john@littlechutewi.org and must contain “Heesakker Park Staircase” within the subject line.
 - ii. Answers to the questions will be handled via addenda and will be distributed via email to all consultants. Proposers shall acknowledge, sign, and include all issued addenda within their proposal.
 - iii. All questions must be submitted by 12:00 pm on Friday, February 28, 2025. Questions received after this time will not be answered.
- b. To ensure you receive all pertinent information and responses to questions please follow the instructions in “Electronic Communication” below:

10. ELECTRONIC COMMUNICATION

It is the Village of Little Chute’s intent to communicate via electronic communications. Please submit contact information (name, firm, phone, and email) to John McDonald via email at john@littlechutewi.org upon receipt of this letter. All correspondence shall reference “Heesakker Park Staircase RFP” in the subject line of the email. The Village will maintain a list of consultants **for use in responding to questions and for providing clarifications or addenda.**

11. INSTRUCTIONS TO FIRMS

Proposers may send completed proposals via email or deliver, by hard copy, to the Village of Little Chute Village Clerk on or before 12:00 p.m., March 7, 2025. **Submittals received after March 7, 2025, at 12:00 p.m. will not be accepted.**

Village of Little Chute
Village Clerk – Laurie Decker
108 W. Main Street
Little Chute, WI 54140
laurie@littlechutewi.org

Village of Little Chute Project Team: John McDonald – Director of Parks, Recreation and Forestry

- 11.1. If mailing or delivering, qualifications must be in a sealed envelope and clearly marked in the lower left corner: “Heesakker Park Staircase 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 “Heesakker Park Staircase RFP”.
- 11.2. Packets will not be opened publicly.
- 11.3. 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.
- 11.4. **Incurring Costs**
The Village of Little Chute is not liable for any cost incurred by firms replying to this RFP.

11.5. Withdrawal of Submittals

Firms may withdraw a submittal, in writing, at any time up to the due date and time. The written withdrawal notice must be received by the Parks, Recreation, and Forestry Director. The notice must be signed by an authorized representative of the firm submitting the proposal.

12. CONSULTANT SELECTION AND AWARD PROCESS

12.1. Review of Submittals

- a. The Village's evaluation team will consist of the Village Administrator, Director of Parks, Recreation, and Forestry, Engineering, Park Planning Committee, and Village Board.
- b. The evaluation team will review references and may request interviews/presentations. The resulting information will be used to rate the submittals. The evaluation team reserves the right to select based on submittals without scheduling interviews. The evaluation team's scoring will be tabulated, and submittals ranked based on the numerical scores received.

12.2. Evaluation Criteria

- | | |
|---|--------------------|
| a. The understanding, responsiveness, and completeness of the proposal, including scope, approach, and detailed work plan. | 0-20 points |
| b. Experience and qualifications of the firm, project manager, key personnel, and sub-consultants on similar projects, including the qualifications of staff members assigned to the project, as reflected in their education, position within the firm, and years and types of experience outlined in their resumes. | 0-30 points |
| c. Consultants' fees and rates. | 0-30 points |
| d. Projected and actual costs from similar previous projects. | <u>0-20 points</u> |

Maximum total points:	100 points
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12.3. Interviews/Presentations

Top-scoring consultants, based on the evaluation of the written proposals, may be required to have interviews/presentations to support and clarify their proposals, if requested by the Village. The Village will make every reasonable attempt to schedule each interview/presentation April 2, 2025 as needed, that is agreeable to the consultant. Failure of a consultant to complete a scheduled interview/presentation to the evaluation committee may result in rejection of the opportunity for award of a contract.

12.4. Final Evaluation

Upon completion of any interviews/presentations by proposers, the Village's evaluation committee will adjust the scores based on the information obtained in the interview/presentation, reference checks, project fee, and any other pertinent information

12.5. Right to Reject Proposals and Negotiate Contract Terms

The Village reserves the right to reject any or all proposals if determined that they do not satisfactorily meet the needs or qualifications required. The Village reserves the right to negotiate terms of the contract, including the award amount, with the selected consultant prior to entering a contract.

12.6. Award of Contract

The committee's final evaluation and recommendation will be sent to the Village of Little Chute Board of Trustees for approval.

13. COMPENSATION AND PROFESSIONAL SERVICES AGREEMENT

Any selected consultant will be compensated on a time and materials basis up to a not-to-exceed fee that is included in the contract agreement. Any selected consultant will be paid monthly for services rendered. Note that the consultant's proposal will be referenced as the basis for their standard of practice in providing the requested services.

The Village will utilize the Consultants Professional Services Agreement for this project.

14. TERMS AND CONDITIONS

14.1. 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 of Little Chute.

Liability Insurance for the Village of Little Chute

I. INSURANCE REQUIREMENTS FOR ARCHITECT AND CONSULTING ENGINEER

A. Minimum Scope and Limits

1. Architects and Engineers Errors & Omissions Liability coverage, with a minimum limit of \$1,000,000 per claim, \$2,000,000 annual aggregate. This insurance is to be maintained for at least two years after completion of the project.

2. Commercial General Liability coverage with limits of no less than the following:

Each Occurrence Limit		\$1,000,000
General aggregate limit (other than		

ducts–Completed Operations)	per project	\$2,000,000
Products–Completed Operations aggregate	per project	\$1,000,000
Personal and Advertising Injury limit		\$1,000,000

3. Automobile Liability coverage with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1–Any Auto basis.
4. Workers’ Compensation as required by the State of Wisconsin, and Employers Liability insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements.
5. Umbrella Liability providing coverage at least as broad as the underlying General Liability, Automobile Liability and Employers Liability coverages, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate.
6. Also, see requirements under Section IV.

II. INSURANCE REQUIREMENTS FOR CONTRACTOR—LIABILITY & PROPERTY

- A. Commercial General Liability coverage including coverage for Products Liability, Completed Operations, Contractual Liability, and XCU coverage with the following minimum limits:

1. General aggregate limit (other than

Products–Completed Operations)	per project	\$2,000,000
2. Products–Completed Operations aggregate	per project	\$1,000,000
3. Personal and Advertising Injury		\$1,000,000
4. Each Occurrence limit		\$1,000,000

- B. Automobile Liability coverage at least as broad as Insurance Services Office Form #CA 00 01 07 97, with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1–Any Auto basis.
- C. Workers’ Compensation as required by the State of Wisconsin, and Employers Liability insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements.
- D. Umbrella Liability providing coverage at least as broad as the underlying General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$5,000,000 aggregate.
- E. Aircraft Liability and Watercraft Liability. If the project work includes the use of, or operation of, any aircraft or watercraft, then Aircraft, Helicopter and Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for bodily injury and property damage.
- F. Property Coverage (to be provided by contractor)
 1. Contractor shall determine amount of coverage perils and policy form necessary to complete project should a loss of any type occur and to meet requirements of the contractors bonding company, if any.
 2. Covered property will include property in transit, property stored on the project work

sites, and property stored off the project work sites.

3. The municipality, architect, engineer, contractor, and subcontractors will be added as loss payees to the policy.

III. Also, see requirements under Section IV INSURANCE REQUIREMENTS FOR SUBCONTRACTOR

- A. All subcontractors shall be required to obtain Commercial General Liability, Automobile Liability, Workers' Compensation, and Employers Liability insurance. This insurance shall be as broad as those noted for Contractor requirements contained in Section II. above.

IV. APPLICABLE TO ARCHITECTS, CONSULTING ENGINEERS AND CONTRACTORS

- A. Acceptability of Insurers. Insurance is to be placed with insurers who have a *Best's Insurance Reports* rating of no less than A and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the state of Wisconsin.
- B. The municipality, the municipality's elected or appointed officials, and employees shall be named as additional insurers on all Liability policies for liability arising out of project work.
- C. Certificates of Insurance, Commercial General, Umbrella and Additional Insured Endorsements acceptable to the municipality shall be submitted prior to commencement of the work.
- D. Architect, Engineer and Design Build Contractors shall warrant that no documents used for the project require Municipality to indemnify and / or hold harmless any party to the contract for any reason.
- E. Architect, Engineer and Design Build Contractors shall warrant that the documents used for the project shall not contain any wording limiting the financial responsibility of the parties to the contract for damages arising from their negligence, act, error or omission.

14.2. Nondiscrimination

In connection with the performance of work under this agreement, the consultant 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.

14.3. Assignment or Subcontract

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

14.4. Independent Contractor Status

The consultant 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.

14.5. Amendments to Contract

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

14.6. 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.

14.7. 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.

14.8. Contract Period

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

14.9. 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 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.

14.10. 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.

14.11. Village Reservation

- a. 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 qualifications 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.
- b. The proposals will become part of the Village of Little Chute files without any obligation on the Village of Little Chute's part.
- c. The proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the Village of Little Chute for any purpose.
- d. The Village of Little Chute reserves the right to request clarifications for any proposal.

Appendix A – Arieal map and site photos of existing staircase.









Appendix B - Staircase Guidelines

Due to the unique nature of this project, this section is not meant to provide an exhaustive and complete scope of service. Items may be added or removed to this scope of services. Below is a list of guidelines the Village would like the design and engineering specifications to follow. It is up to the firm to compile and produce official plans and specifications that would be reviewed by the Village before construction phase.

- a. The Village has generated a list of deliverables for specifications that follow best practices for the construction of a staircase in a park setting.
 - b. A series of stairs and landings installed with the grade of the land so people with an average stride length can easily traverse the slope.
 - c. Width: Maintain a minimum width of 4 feet to allow two people to pass comfortably.
 - d. Walking Surface: Ensure the walking surface of stair treads and landings are planer free of lips or protrusions that could present a tripping hazard.
 - e. Materials
 - i. Wood: 8-inch x 8-inch No. 2 grade or better preservative-treated lumber
 - ii. Fasteners: approved for contact with treated lumber, such as hot-dipped galvanized zinc, stainless steel, or ACQ approved Screws/Lags (Minimum 12 inches in length, with a flush head to prevent tripping hazards)
 - f. All cut ends must be sealed or treated to prevent decay
 - g. Stairs:
 - i. Riser Height: Keep each riser height at a maximum of 7.25 inches to ensure safety and ease of use. Ensure that the greatest riser height does not exceed the smallest by more than 3/8 inch.
 - ii. Tread Depth Uniformity: Adjust the tread depth to be between 11 and 14 inches. This range is comfortable for most people and reduces the risk of tripping. Tread depth must remain the same in each series of stairs. Largest tread depth must not exceed the smallest more than 3/8" inch.
 - iii. Each step must support and be fastened to the step above. This will keep the timbers from twisting and hold the granite screenings.
 - iv. Sharp corners or edges of steps must be rounded over with a router. Recommended bit is a 1/2 inch round over.
 - h. Landings:
 - i. Include landings at appropriate intervals to break up the stairway and provide resting points. Landing every 12-14 steps is good practice.
 - ii. Landing areas should be a minimum of 4 foot in depth.
 - iii. Landing areas not in a series of stairs will need to be supported on the horizontal plane, have at least 2-foot treated 8x8 lumber installed for support to minimize the riser from twisting and to hold back granite screenings and grade.
 - iv. Slope: Maintain a maximum of a 1.5% grade on all landing areas and ramp sections. This is to ensure proper drainage to prevent water accumulation on steps and landings, which can cause slipping hazards.
 - v. Site Cleanup:
 - 1. Remove all construction debris and excess materials from the site at the end of each workday and at completion of entire project before close out.
 - 2. Restore the surrounding area to its original condition.
 - i. Example Diagram

