



**Request for Proposal – Issued 9/10/2020**  
**2022 N. OAKLAND AVENUE IMPROVEMENTS**  
**ENGINEERING DESIGN SERVICES**  
**Village of Shorewood**

**PROPOSAL REQUESTED**

The Village of Shorewood, Wisconsin is requesting proposals from qualified engineering consultants for design services for the Village’s planned 2022 N. Oakland Avenue improvements.

**PROJECT BACKGROUND AND SUMMARY**

The project area includes N. Oakland Avenue from the intersection of E. Capitol Drive to the north Village limits. N. Oakland Avenue was reconstructed in 1996; the concrete pavement has experienced significant joint failures. Anticipated improvements consist of concrete pavement replacement, spot curb repair, the installation of approximately 4,000 feet of eight (8) inch water main and the replacement of approximately 73 water services of varying materials. The design will incorporate pedestrian improvements as recommended in the Village’s 2020 Transportation and Parking Analysis, including the addition of traffic signals at the intersection of N. Oakland Avenue and E. Kensington Boulevard.

**SCHEDULE**

The desired project timeline is outlined below:

Engineering proposals due	Friday, October 9, 2020
Engineering contract award	Monday, November 2, 2020
Completion of plan documents	Friday, October 1, 2021
Official notice publication dates	Wednesday, January 5 & 12, 2022
Construction bid open	Wednesday, January 19, 2022
Construction contract award	Monday, February 7, 2022

The above schedule is subject to change. The Village will not be legally obligated to adhere to the dates above.

**PROJECT SCOPE**

*Task 1 Project Management*

A project manager shall be identified to coordinate the design process including anticipated meetings with Village staff and public:

1. Schedule and convene project kick-off and data compilation meeting.

2. Provide design schedule.
3. Conduct up to three (3) staff project status meetings related to on-going design activities.
4. Provide monthly design status reports and invoices.
5. Prepare probable cost estimate at each plan submittal phase.

#### *Task 2 Pedestrian Safety Enhancement Evaluation*

Consultant shall evaluate N. Oakland Avenue recommendations made in 2020 Transportation and Parking Analysis:

1. Review report document, findings of Shorewood Transportation and Parking group, 2015 Pedestrian & Bicycle Plan and possible spot improvements with the Director of Planning & Development.
2. Meet with the Department of Public Works Director, Assistant Director, Assistant Village Manager (staff liaison to the Pedestrian & Bicycle Committee) and Director of Planning & Development to discuss their preliminary findings following their review.
3. Develop preliminary design concepts based upon study recommendations, 2015 Pedestrian & Bicycle Plan and discussion with Public Works and Planning & Development for staff and Village Board review.
  - a. Install traffic signal at E. Kensington intersection.
  - b. Remove of Jarvis north crosswalk; relocation of RFBs to south walk.
  - c. Install RFBs at E. Wood intersection.
  - d. Modify Metro Market south parking garage entrance to eliminate turn lane.
  - e. Additional pedestrian spot improvements, if feasible within the pavement replacement design.
4. Present preliminary design concepts at public review meeting.
5. Amend design concepts as necessary based upon public feedback and incorporate into final design presented to the Village Board

#### *Task 3 Green Infrastructure Evaluation*

Designer shall perform analysis of green infrastructure (GI) enhancements to project. Options shall be presented to the Village Board for consideration and possible inclusion in the final project design. Please see the Shorewood Guidebook for Green Infrastructure for additional information.

1. Evaluate design opportunities to incorporate GI and identify applicable GI best management practices.
2. Produce GI assessment summary (at 60% design) which calculates water capture and estimates GI cost per gallon thereof.
3. Evaluation funding mechanisms and opportunities.
4. Propose phasing options which may be construction or installed with subsequent funding, if applicable.
5. Attend Village Board meeting to present GI alternatives for consideration.

#### *Task 4 Engineering Design*

Consultant will conduct all design activities related to the replacement of concrete pavement, catch basin structures, leads, water main and municipal water services:

1. Perform field survey activities to capture necessary and relevant data within the Village right-of-way including, but not limited to, the following:
  - a. Relevant location of water system features.
  - b. Underground utilities.
  - c. Sewer manholes, inlets, catch basins for repair or replacement.
  - d. Sufficient radius information to achieve smooth transitions to adjacent streets.
2. Manage and direct all public utility coordination activities.
3. Prepare and submit a construction strategy and schedule with identified list of critical issues.
4. Incorporate approved pedestrian safety enhancements into final design.
5. Incorporate approved GI alternatives, if any, into final design.
6. Prepare and submit plans for staff review at 30%, 60% and 90% design.
7. Coordinate all necessary permit requirements.

#### *Task 5 Construction Document Preparation and Bid Process*

Prepare all the necessary construction documents, including but not limited to:

1. Prepare and print full construction drawings (4 copies).
2. Develop construction staging plan.
3. Adapt Village standard specifications to project as necessary.
4. Publish appropriate notices.
5. Prepare of a construction cost estimate.
6. Provide of the final plan set in either shape file, CAD or GIS format.
7. Manage distribution of plan sets and bid documents. Bids to be submitted to the Director of Public Works.
8. Attend and conduct bid opening.
9. Prepare bid tabulation
10. Prepare recommendation of the selected contractor following review and evaluation of bids received.

#### **PROPOSAL CONTENT**

Proposals should address the following:

1. Transmittal Information.
  - a. Firm's name, address, telephone number and contact person.
  - b. Firm's confirmation of understanding of the project and commitment to provide the appropriate personnel, equipment and facilities to perform the scope of services as defined in this document.

2. Qualifications.
  - a. Provide a description of the firm's background and history with emphasis on urban pavement projects.
  - b. Provide at least three references of similar size contracts that your firm has held in the last five years. References are to include the municipality name, contact person, mailing address, telephone number and email address of the owner for which your firm and assigned key personnel have provided similar services.
3. Personnel Experience.
  - a. For each project team member submit a summary including:
    - i. Name
    - ii. Proposed responsibilities
    - iii. Professional registrations
    - iv. Description of related past municipal experience
  - b. Provide the names of any sub-consultants and state the capacity in which they would be used. Provide the relevant information outlined in 4.a. above for all key sub-consultant personnel.
4. Rates.
  - a. Complete the Cost Proposal Form. Fees submitted as part of your proposal may be subject to negotiation.
  - b. Please note that there will be no reimbursement for travel time, meals, or mileage; these incidental costs should be included in the hourly rates. Only document reproduction costs will be reimbursable.
5. Contract
  - a. Please submit a copy of your standard contract for these types of services as an attachment to the email submitting this proposal.
6. Insurance
  - a. The proposal must include either a description of the firms' insurance or a certificate of insurance outlining the firm's insurance policies which evidence compliance with the requirements noted in the *Terms and Conditions* section of this RFP.

#### **SELECTION CRITERIA**

The following will be considered in evaluation of the proposals:

1. Qualifications.
2. Past record of performance of the firm, project manager and consultant team, including references from communities under contract for municipal engineering services.
3. Experience, technical competence and diversity of the consultant team assigned to the project.
4. Proximity of the project manager and key members of the consultant team to the Village of Shorewood.
5. Cost.

## **INSTRUCTIONS TO FIRMS**

### *Submittal Instructions*

1. Please email the proposal to:  
Leeann Butschlick, Director of Public Works  
lbutschlick@villageofshorewood.org

Deadline: Friday, October 9, 2020  
12:00 P.M. CST

2. Proposals will be accepted on or before the deadline identified above. Proposals received after that date and time will be rejected. Proposals will not be opened publicly.
3. Questions regarding this RFP should only be directed to staff member identified above. Contact with elected officials, committee members and other staff members is grounds for disqualification.

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 Shorewood to do so.

### *Amendments*

Amendment of proposals may be done as follows:

By Village: Proposals may be amended by the Village in response to need for further clarification, specifications and/or requirements changes, new opening date, etc. Copies of the amendment will be mailed to prospective vendors.

By Firm: Proposals may only be amended after receipt by the Village by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended 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.

### *Contract Administration*

The staff member is the primary contact for contract administration of this proposal:

Leeann Butschlick, Director of Public Works  
lbutschlick@villageofshorewood.org  
414-847-2650

In the absence of the primary contract, the secondary contract for contraction administration is:

Joel Kolste, Assistant Director of Public Works  
jkolste@villageofshorewood.org  
414-847-2650

## **TERMS AND CONDITIONS**

### *Payment Terms*

All invoices for services will be processed within 30 days, pending verification and the receipt of any required documentation of services provided in accordance with the terms of the agreement.

### *Insurance*

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 Shorewood.

### *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*

The contract may not be assigned or subcontracted by the firm without the written consent of the Village. If all or a portion on the contract work is proposed to assigned or subcontracted, the name of the individual(s) to complete the work, address and firm proposed shall be submitted within the scope of the proposal.

### *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*

This agreement is anticipated to be in effect from October 2020 through February 2022.

*Termination of Contract*

To be defined in the contract document.

*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 amendments, 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, 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 Shorewood.

END DOCUMENT