

**REQUEST FOR PROPOSAL (RFP)**

**CITY OF MUSKEGO**

**DESIGN/BUILD STUDY ROOMS PROJECT AT**

**LIBRARY**

**S73 W16663 JANESVILLE ROAD, MUSKEGO, WI**

**MAILING ADDRESS:**

**CITY OF MUSKEGO**

**W182 S8200 RACINE AVE**

**MUSKEGO, WI 53150**

**MAY 25, 2023**

## 1. SUMMARY AND BACKGROUND

The City of Muskego is seeking Cost and Qualifications Proposals to design, provide, and Construct for the interior alteration of the proposed Study Rooms at Muskego Public Library located at S73 W16663 Janesville Road, Muskego, WI 53150 (Approx. 420 SF).

The purpose of this Request for Proposal (RFP) is to solicit proposals from various candidate organizations, conduct a fair and extensive evaluation based on criteria listed herein, and select the candidate who best fulfills the needs of the City of Muskego.

Proposals will be received by:

Scott Kroeger, Public Works and Development Director  
City of Muskego  
W182 S8200 Racine Avenue  
Muskego, Wisconsin 53150

**Proposals must be received by June 9, 2023 at 3:00 PM.**

The City of Muskego reserves the right to modify and waive any and all informalities or technicalities, or to reject any and all proposals and/or parts thereof, and to accept that proposal which it deems most favorable for the City.

## 2. PROPOSAL GUIDELINES

This Request for Proposal represents the requirements for an open and competitive process. **Proposals will be accepted until 3:00 PM June 9, 2023.** Any proposals received after this date and time will be returned to the sender. All proposals must be signed by an official agent or representative of the company submitting the proposal. All contractors will be provided original architecture design standards as a reference for the project.

If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted. All costs must be itemized to include an explanation of all fees and costs. The contractor shall obtain all necessary permits as part of the proposal.

Contract terms and conditions will be negotiated upon selection of the winning bidder for this RFP. All contractual terms and conditions will be subject to review by the City Attorney and will include scope, budget, schedule, and other necessary items pertaining to the project.

### INSURANCE AND INDEMNIFICATION

In order to protect against potential liability arising out of the activities performed hereunder, contractor shall obtain and maintain, in full force and effect, comprehensive general liability insurance with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate. Said insurance may not be cancelled, reduced or changed in any way without at least thirty (30) day written notice to the City. Failure to provide proper notice, in and of itself, shall be grounds for termination of this agreement. Contractor shall obtain Certificates of Insurance as well as Endorsements to its insurance policies as follows:

- 30-day notice of cancellation.
- Contractor's primary insurance.
- Waiver of rights of recovery against others to us.
- Naming the City as an additional insured.

Contractor hereby agrees to indemnify, defend and hold harmless the City of Muskego, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Muskego, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Muskego, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Muskego, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Contractor shall reimburse the City of Muskego, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Contractor employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be The Sole responsibility to require and confirm that each sub-contractor enters into and Indemnity Agreement in favor of the

City of Muskego, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

#### CONSEQUENCES FOR NOT COMPLYING WITH THE SCOPE OF THE WORK

- A. A substantiated case of non-compliance will be addressed to the contact person representing the contractual service by the City.
  
- B. A contractor's response deemed adequate by the City will be accepted and noted should a future situation develop.
  
- C. A contractor's response deemed inadequate by the City will result in the immediate termination of the contractual service.

### **3. PROJECT SCOPE**

The City of Muskego seeks a firm to design, provide the appropriate plans, and construct for the interior alteration of the proposed Study Rooms at Muskego Public Library located at S73 W16663 Janesville Road, Muskego, WI 53150 (Approx. 420 SF). This project and the proposal cost shall include all design, approved plan meeting all required state codes, all labor, all materials, and disposal costs, etc.

#### **ARCHITECTURAL SERVICES**

- Code Research, Title Sheet and Project Summary and Egress Plan
- Demolition Plans
- Schematic Design & Design Development
- Site visits to become familiar with the existing conditions and document
- Design Meetings with the Owner / Consultant and/or Government Officials
- Floor Plan showing layout with all Dimensions and Equipment
- Reflected Ceiling Plan with Soffit Details
- Finish Plan based on all information provided by Consultant/Owner Selections
- Door Schedule and Elevations, Wall Type Details, Window Elevations
- Interior Elevations, including cabinets, custom reception desks & details
- Specialty Interior Construction Details (fire extinguisher cabs, ADA details, built-ins, etc.)
- Plan Approval and Submittals to DHS for this project are included in our services as well as local submission for all necessary building permits
- All necessary site visits for architectural supervision during construction
- Site Visit for Project Completion and Compliance Statement Sign-off
- Owner will be provided with final compliance statements and all required lien waivers
- All HVAC, Fire Protection, Electrical, Plumbing and Fire Alarm design services, if required
- Supply all required sets of stamped drawings for their use in submittal to governing agencies for plan approval
- This Agreement shall be governed by Wisconsin laws related to construction

#### **INTERIOR DESIGN SERVICES**

- Design Meetings with the Owner / Consultant
- Flooring Selections, Specifications & Flooring Plan
- Wall Finish Selections, Specifications & Paint Plan
- Lighting Design, Selections, Specifications and Custom Ceiling Plan
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- Specialty wall elevations for specialty features / accents
- Specified finishes to meet all standards required by fire-code and medical ratings
- Designer to provide owner with spec binder at project completion
- Designer to manage all orders and facilitate deliveries

## **BUILDING & CONSTRUCTION SERVICES**

- Permits, miscellaneous permit costs, and local government fees for construction
- Required prints and copies for submittals
- Full-Time Project Management & Site Superintendent Services
- Dumpsters & Debris Removal
- Site Protection Material & Labor
- Utilities (Required by Trade – Listed Below)
- Construction Cleaning
- Photography & Documentation
- General Demolition and Debris Removal
- Rough Carpentry Materials & Steel Framing Materials
- Rough Carpentry & Steel Framing Labor
- Rough Carpentry Includes Allowance for Decorative Soffits, Wall Mounts/Blocking for proposed equipment, Etc.
- Hardware, door slab, door hardware, and millwork
- (3) Interior Doors | Full-Lite (Primed Frame & Prefinished Wood Door Slabs)
- Doors including hinges and door stops (IE: Standard Passage, Privacy, Keyed, & Closers)
- Drywall
- Interior Wall Painting
- Includes sound-insulation / soundproofing between new construction walls
- Corner Guards / Chair Rails Material & Labor
- Provide and install new dropped ceilings (ACT); includes grid and ceiling tiles throughout (3) new study rooms. Ceiling tiles to match existing as best as possible.
- Carpet
- HVAC Allowance included for interior alteration per floor plans
- Includes new ducting and engineering as required
- Full details must be supplied prior to final analysis and proposal
- Electrical Allowance included for interior alteration per floor plans
- Does not include new full Fire Alarm System – rework only as needed (Materials, Labor and Required Testing)
- DATA included per plans
- Full details must be supplied prior to final analysis and proposal
- Ceiling lighting and electrical outlets per plans
- Fire Suppression

#### **4. REQUEST FOR PROPOSAL AND PROJECT TIMELINE**

##### **Request for Proposal Timeline:**

- **May 25, 2023 – Release of Bid documents. Site visits can be arranged with Library Director.**
- **June 9, 2023 at 3:00 PM - All proposals in response to this RFP are due.**
- **July 18, 2023 – Present Bid to Library Board**
- **July 25, 2023 - The selection for the winning bidder is expected to be approve at Finance and Common Council.**

##### **Project Timeline:**

This project requires recommendation by the City of Muskego Finance and Common Council. It is anticipated that this work would be recommended and approved on **July 25, 2023**.

Construction work on this project is allowed daily between 7:00 AM and 10:00 PM.

Completion of project is to occur no later than June 1<sup>st</sup>, 2024

#### **5. PROPOSALS**

All proposals must include proposed costs to complete the entire project.

The City reserves the right to determine which proposal to accept as it deems most advantageous to the City.

#### **6. BIDDER QUALIFICATIONS**

Bidders should provide the following items as part of their proposal for consideration:

- Prospective bidders are required to meet all qualifications and specifications of this Request for Proposal in order to be considered for award. If a vendor does not clearly demonstrate and provide documentation substantiating that they are compliant with the qualifications and specifications of this Request for Proposal, they may be disqualified.
- All prospective bidders are to make written proposals that present the firm's qualifications and understanding of the work to be performed. Prospective bidders

shall address each of specific topics listed as a minimum. Failure to include any of the requested information may be cause for proposal to be considered non – responsive and rejected.

- All prospective bidders will submit a cover letter introducing your firm and confirming your interest in this project.
- Indicate your agreement with, or specific exceptions to, any of the objectives, requirements, terms or conditions contained in this solicitation document.
- Provide a list of at least (3) current references for which comparable work has been performed. This list shall include client name, person to contact, address, telephone number, and description of work performed.
- All prospective bidders shall provide copy of vendor’s Contractor License and copy of proof of vendor’s insurance.
- Questions for the city should be gathered into one email communication from the prospective bidder and submitted to Scott Kroeger. All inquiries made by prospective bidders will be answered by the City and will be submitted to all interested parties in order to ensure that all parties are operating with the same information.

**Scott Kroeger, Public Works and Development Director**

**262-679-5686**

**[skroeger@cityofmuskego.org](mailto:skroeger@cityofmuskego.org)**

**City of Muskego**

**W182 S8200 Racine Avenue**

**Muskego, Wisconsin 53150**

Non-disclosure of the data contained within a proposal cannot be guaranteed because of Public Records Laws.

## **7. Terms and Conditions**

If for any reason, the firm selected shall fail to fulfill the obligations agreed to in a timely manner, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the firm at least (7) days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for the work satisfactorily completed.

The successful proposer will be required to furnish, within five (5) days of award notification and before commencing work, a certificate of insurance. The certificate shall name the City, its officers and employees, as additional insured.



The agreement resulting from this RFP shall be required to contain the following:

“Provider agrees to indemnify, defend and hold harmless the City and its officers, officials, employees and agents from and against any and all liability, loss, damage expense, costs, (including attorney fees) arising out of this agreement, caused in whole or in part by the Provider or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.”

The contract resulting from the award of this RFP shall commence on upon execution after award by the Common Council.

The City reserves the right to reject any or all proposals, to waive technicalities, or to accept the proposal deemed to serve the City’s best interest.

All cost associated with preparation, submittal and presentation of proposals shall be borne by the proposer.

Bids shall remain valid for 60 days from the bid receipt date.