

Request for Proposals

Railroad Accessibility Assessment Study



Marathon County, Wisconsin

DRAFT

PROPOSALS DUE:
Monday, February XX, 2024
4:00 p.m.

Leonard Ludi
Incoming Village Administrator
Village of Kronenwetter
1582 Kronenwetter Drive
Kronenwetter, WI 54455
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**Request for Proposals
Village of Kronenwetter
Lift Station Assessment and Future Capacity
Study**

BACKGROUND

The Village of Kronenwetter is a progressive community with a population of 9,200 located in southern Marathon County, between Wausau and Mosinee. Kronenwetter is the largest Village by area in the State of Wisconsin and has a mixture of urban and rural development (see map of Village). A citizen complaint brought up at the Community Life, Infrastructure and Public Property (CLIPP) committee meeting asking for attention to be placed on additional access needed in the West Nelson Road and other residents in the areas west of the Railroad Track. Meeting discussions have mentioned a number of alternatives and further delegation has been brought up to CLIPP committee by former Interim Administrator, Kim Manley and Public Works Director, Leonard Ludi. The subject was presented to the Village Board and returned by to the CLIPP committee.

The purpose of this RFP is to solicit engineering services to study the alternatives, and feasibility of those alternatives to address vehicle delays and impacts to emergency services in the event the CN railroad west of Old 51 restrict traffic. The subject area surrounding West Nelson and Happy Hollow road is the subject area.

VILLAGE INFORMATION

The Village has the following information available for consultant review:

1. 2019 Village Comprehensive Plan
2. 2019 to 2024 Village Strategic Plan
3. Planning, Land Use and Road Data from the Community Development and Public Works Departments
4. Emergency Response data from the Village of Kronenwetter Police and Fire Department
5. Community Input regarding concerns as more information becomes available.

PURPOSE

The purpose of this “Railroad Accessibility Assessment Study” (Hereinafter, RFP) is to select a qualified professional consultant to evaluate the Village’s emergency access management strategy resulting in an appropriate balance between the safety and operating efficiency of the roadway. Property owners to the west of the railway adjacent to Old 51 Highway are in the study area.

Also the consultant is to study the alternatives, and feasibility of those alternatives to address vehicle delays and impacts to emergency services in the event the CN railroad west of Old 51 restrict traffic. Recommend solutions for road improvements and study/evaluate access to residents and emergency services in the event there is a natural and/or manmade disaster. Satisfaction of proposal requirements and consultant’s approach to the project(s) will be key criteria for selection, among others including future. The Village is seeking to identify qualified firms with experience in housing development egress and ingress codes, system design and management; public relations and outreach; and funding options.

As the range of experience required is broad, the Village may consider firms in partnership. The Village also reserves the right to award the contract to multiple firms based on their individual expertise

DETAILS OF SERVICES

1. The consultant’s firm, including principals, project managers, and key personnel, shall have relevant experience with similar work and shall be competent to perform the services required under this RFP.
2. The work contemplated is professional in nature. It is understood that the consultant, acting as an individual, corporation, or other legal entity, is of professional status, is licensed to perform in the State of Wisconsin, is licensed for all applicable professional disciplines requiring licensing, and shall be governed by the professional ethics of said professions in its relationship to the Village.
3. It is understood that all reports, information, or data prepared or assembled by the consultant for the benefit of the Village of

Kronenwetter and shall not be made available in whole or in part to any individual or organization, except the Village Kronenwetter, without the prior written approval of the Village of Kronenwetter.

4. The consultant shall be responsible for complying with local, state and federal codes, legislation procedures, and regulations affecting work in their profession.

SCOPE OF SERVICES

The selected consultants(s) will provide recommendations to the Village within the “Railroad Accessibility Assessment Study” by evaluating the Village’s access proposing improvement scenarios the Village can utilize in their strategic plan.

Railroad Emergency Accessibility Assessment & Report

The scope of services for Phase 1 shall include the following elements:

1. Investigate, review and inventory at-grade railroad crossings, road characteristics, etc.
2. Define concerns and issues
3. Identify and compare alternatives to address those concerns
4. Identify costs, grant funding
5. Implementation of alternatives
6. Recommendation
7. Collect all pertinent data regarding emergency accessibility
8. Evaluate existing 2019 Village Comprehensive and 2019-2024 Village Strategic Plan
9. Evaluate current & future railroad activity that will impacted community ingress and egress
10. Provide study/report including recommendations for three improvement scenarios
11. Provide cost estimates for the three improvement scenarios.
12. Define any impacts if no improvements were to take place
13. Provide a comprehensive report on the findings including necessary maps to communicate the intent of the planning and recommended next steps.

SCHEDULE

The proposals are due in the Director of Public Works office by 4:00 PM Monday, January 23, 2024. The intent is to have the proposals initially screened by the Village staff and then reviewed by the Utility Committee (UC) at its January or February meetings with final Village Board action to follow.

The project timetable is as follows:

1. Consultant selection: early Feb
2. Prepare/approval Consultant agreement (attached): January/February 2024
3. Project kickoff meeting with staff, CLIPP and/or Village Board: late February 2024
4. Complete Phase 1 - Report: April 2024

The consultant shall provide 3 printed sets of the initial draft report. When the draft report is accepted the consultant will provide 3 sets of the final report. The consultant will also provide a complete, matching, electronic PDF copy of the report narrative, maps, tables, charts, figures and any appendices. This includes full-size maps where necessary.

PROPOSAL REQUIREMENTS

The successful firm(s) shall respond to the RFP with the information requested below. This information shall be provided in the order shown in this request. Information can be provided in multiple sections but must appear in the requested section. Each tab must contain a narrative on the requested subject and examples of direct experience when requested. Examples are limited by number and length as indicated under each tab.

The Village of Kronenwetter will not be responsible for considering information provided under the wrong tab. Questions regarding this RFP should be directed to Mr. Leonard Ludi, Director of Public Works, by telephone at (715) 693-4200 Ext 112. The proposing consultant is solely responsible for its interpretation of this RFP. For the purpose of this RFP the term “firm” shall be interpreted to mean firm or firms. In the case of partnerships, the requested information shall be provided for each firm in the partnership and shall be provided in separate sections under the requested tab. Failure to respond in the requested format may result in the firm being disqualified from consideration. All submitted materials become the property of the Village of Kronenwetter.

Proposals shall include:

- Tab 1. Cover Letter.** Shall be on company letterhead and addressed to the Village project manager with a statement of the consultant’s basic understanding of the Village’s needs. The names, the business address and telephone number of the firm’s primary point of contact and any subconsultants, if any, shall be clearly listed.
- Tab 2. General Background of Firm & Organizational Chart -** This section shall include the general background of the firm. Information on the complete services of the firm should be provided but should be kept in a concise format. Examples of specific firm experience will be requested in following Tabs. An Organizational Chart shall be provided with specific qualified personnel
- Tab 3. Overall Municipal Experience.** Each firm shall provide a summary of overall municipal experience to not exceed two (2) pages.
- Tab 4. Experience of Project Manager -** Each firm shall designate a project manager and provide detailed information on that individual’s

experience in municipal affairs especially in sanitary sewer, lift stations, design, planning, modeling, funding and other related items. Only information on the lead project manager should be submitted.

- Tab 5. Main Project Team and Resumes.** This section should include the resumes of “key” project team members. As the experiences of individuals vary, it is up to the proposing firm to determine who would be “key” to the successful implementation of this project. Only the resumes of actual team members should be included. There is no limit to the number of resumes provided. After award of this contract, substitution of “key” personnel will only be allowed by written permission of the Village of Kronenwetter.
- Tab 6. Special Project Experience for Project Scope** – The Firm may provide specific examples of related scope of services performed or provide related examples of work relative to the project. This section shall be limited to two (2) pages.
- Tab 7. Project Approach** - Describe your firm’s approach for each phase of the project. Incorporate any adjustments or recommendations your firm may have on the work scope.
- Tab 8. Cost** - The Consultant shall provide professional services costs for each phase of the scope of work as lump sum fees for each phase. The attached Engineering Services Agreement shall be utilized unless the Firm provides a similar format.

METHOD OF EVALUATION

Each PROPOSAL shall be reviewed by our evaluation team and shall be scored on the basis of the following criteria and point system:

	General Compliance with RFP / Organization	10
Tab 1.	Submitted Cover Letter Meeting RFP Requirements	10
Tab 2.	General Background of Firm	Pass / Fail
Tab 3.	Overall Municipal Experience	20
Tab 4.	Experience of Project Manager	50
Tab 5.	Main Project Team Resumes or Experience	20
Tab 6.	Specific Project Experience for Project Scope	25
Tab 7.	Project Approach	75
Tab 8.	Cost	40
<hr/>		
	TOTAL	250

SUBMISSION REQUIREMENTS AND DEADLINES

Please submit five (5) copies of your Proposal on or before 4:00 p.m., Monday, January 23, 2023. Proposals should be delivered to:

Village of Kronenwetter
Attn: Leonard Ludi
1582 Kronenwetter Drive
Kronenwetter, WI 54455

Proposals should include all items as requested in the “PROPOSAL REQUIREMENTS” section of this document in the order and format specified. Questions regarding this RFP should be directed to Mr. Leonard Ludi, Incoming Village Administrator, by telephone at (715) 693-4200 x112 or by e-mail at lludi@kronenwetter.org.

SELECTION PROCESS

The Village will select a respondent on the basis of responsiveness of the proposal to the RFP requirements and willingness to execute an acceptable written contract. The Village reserves the right to reject any or all proposals, and to request written clarification of proposals and supporting materials.

Interviews may be conducted, if deemed necessary by Staff or by Committee, with one or more responsible entities that have submitted proposals in order to clarify certain elements. The selection shall be made by the Property and Infrastructure Committee and will be recommended to the Village Board for final approval.

The individual and/or consulting team to be recommended to the Village Board will be one whose proposal and overall qualifications are determined to be the most advantageous to the Village.

At the conclusion of the selection process, staff will negotiate the terms and conditions of a contract with the recommended consultant(s). See attached Engineering Services Agreement draft format.

ENGINEERING SERVICES AGREEMENT

This AGREEMENT (“Agreement”) is made as of _____ by and between the VILLAGE OF KRONENWETTER (Village) and _____ (Consultant) which agree as follows:

SECTION 1: SERVICES TO BE PERFORMED

A. SCOPE OF SERVICES

Consultant shall perform or furnish professional services, as outlined in the “Request for Proposals: Railroad Emergency Accessibility Assessment Study Lift Station Assessment Study (Hereinafter, RFP). The Consultant shall provide analysis, recommendations, design options and detailed engineering plans and specifications for all or part of the study area outlined in the RFP.

A phased approach will be taken. The services to be provided include, but are not limited to the following:

PHASE 1 –

[Consultant to complete this section if applicable]

B. COMPENSATION

Consultant shall provide professional services through

C. PROFESSIONAL STANDARDS

In conducting the services, Consultant will apply current professional judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The Village acknowledges that “current professional standards” shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later established standards.

D. CONSULTANT’S AUTHORIZED REPRESENTATIVE

The Consultant shall designate a primary representative with respect to the services to be performed or furnished. Said person will have complete authority on behalf of Consultant to transmit instructions, receive information, and interpret and define Consultant’s policies and render decisions for Consultant with respect to services. Alternate representatives proposed by Consultant or the Village shall be subject to the approval of the Village.

Consultant's Authorized Representative: _____

E. PLANS, DRAWINGS, MAPS AND OTHER DOCUMENTS PRODUCED

1. All documents developed as a result of this Agreement are instruments of service with respect to this project. The Village shall have the unrestricted right to make, retain, use, publish and/or provide to the public or any third party copies of any such documents for any purpose whatsoever as if the documents constituted work made for hire. It is expressly intended by the parties that no document which the Village has directly or indirectly paid Consultant to produce under this agreement shall be subject to any copyright or other protection from unlimited copying and use by the Village or persons acquiring the documents through the Village.
2. Consultant shall maintain copies of all plans, maps, reports, drawings, computations or other documents generated pursuant to this Agreement and make copies thereof available to the Village upon request. Digital copies shall be provided in any format requested by the Village at any time. Consultant shall not destroy its last remaining copy of any such document without first offering it to the Village for safekeeping. Model information shall be provided upon completion of the scope. Model information may or may not be maintained by the Consultant if so designated by the Village.

SECTION II – VILLAGE RESPONSIBILITIES

A. VILLAGE RESPONSIBILITIES FOR PROJECT

The Village, at its expense, shall do the following in a timely matter so as not to delay or hinder Consultant in its furnishing of services:

1. Furnish Consultant with reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to this Agreement, upon request. Unless otherwise specified, Consultant may rely upon information furnished by the Village's authorized officers and employees without independent verification.
2. Schedule and properly notice and required public meeting, if necessary or recommended. Assist with arranging other meetings deemed necessary for the implementation of projects. These meetings may include meetings with agencies, land owners, concerned citizens, etc.
3. Take reasonable steps to arrange for access to and make all provisions for Consultant to enter upon public and private lands as required for Consultant to perform its work under this Agreement.

4. Give prompt written notice to Consultant whenever the Village observes or otherwise becomes aware of any development that significantly affects the scope or time of performance or furnishing of Consultant's services or any defect or nonconformance in Consultant's services or in the work of any Contractor.
5. Furnish data in the Village's possession prepared by others to Consultant relevant to any services rendered by this Agreement together with any existing professional interpretations of the foregoing.
6. Examine studies, reports, and other documents presented by Consultant, and render, in writing, decisions pertaining thereto.
7. Consultant shall not be responsible for the accuracy and completeness of data furnished by the Village, including, but not limited to, computations, record drawings, and maps furnished by the Village.
8. The Village agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as it may deem necessary for the project.

B. VILLAGE'S AUTHORIZED REPRESENTATIVE

The Village's Authorized Representative under this Agreement shall be the Director of Public Works, or his/her designee, or duly appointed successor, who shall have complete authority to transmit instructions, receive information, interpret and define the Village's policies and decisions with respect to Consultant's services under this Agreement.

SECTION III – PERIOD OF SERVICES

A. TIMETABLE

The services under this Agreement shall be completed according to a scope and schedule agreed upon by the Village and Consultant. However, the parties mutually agree as part of this Engineering Services Agreement that the following timetable shall apply to this project:

[*to be completed by Consultant*]

Any changes in the scope or schedule for completion shall require mutual written agreement between the Village and Consultant.

B. TERM OF AGREEMENT

This Agreement shall commence as of the date set forth above, and shall expire on the date upon which the final documents for all parts of project are received by the Village.

C. TERMINATION OF AGREEMENT

1. The obligation to provide further services under this Agreement may be terminated:
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
2. By Consultant upon seven days written notice if the Village has failed to pay for previous services rendered and its account is more than 90 days past due.
3. By Village effective upon the receipt of the Village's notice by Consultant.
 - a. In the event of termination not based on Consultant's failure to perform, Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination based upon the reasonable values of such services performed to date. The basis for compensation set forth in this Agreement shall take precedence for any determination for the value of services performed.

SECTION V – GENERAL PROVISIONS

A. INSURANCE

Consultant shall maintain, throughout the term of this Agreement, insurance coverage

for Worker's Compensation, General Liability, and Professional Liability with limits reasonably acceptable to the Village. Consultant shall provide the Village with a certificate of insurance upon request showing the required coverage.

B. ENTIRE AGREEMENT

This Agreement supersedes any and all agreements previously made between the parties relating to the subject matter of this Agreement and there are no understandings or agreements other than those incorporated in this Agreement. This Agreement may not be modified except by a written agreement, duly executed by all parties.

C. INDEMNIFICATION

The Consultant hereby expressly agrees to indemnify and hold the Village and its agents harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of services pursuant to this Agreement. The Consultant further agrees to aid and defend the Village or its agents (at no cost to the Village or its agents) in the event they are named as a defendant in an action concerning the performance of work pursuant to this Agreement, except where such suit is brought by the Consultant for failure of the Village to perform under this agreement. The Consultant is not an agent or employee of the Village.

D. GOVERNING LAW

This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Wisconsin.

E. DISPUTE RESOLUTION

1. In the event a dispute shall develop between the Village and Consultant arising out of or related to this Agreement, the Village and Consultant agree to use the following process to resolve the dispute:
 - a. The Village and Consultant agree to first negotiate all disputes between them in good faith.
 - b. If the Village and Consultant are unable to resolve the dispute by negotiation as described above, the Village and Consultant agree to submit the dispute to non-binding mediation.
 - 1) The cost of any mediator shall be paid equally by the parties, and each party shall be responsible for its own legal and other costs of participating in the mediation.
 - 2) If the Village and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize

whatever other legal remedies are available to settle the dispute.

F. SEVERABILITY

If any provision of this Agreement shall, under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

VILLAGE OF KRONENWETTER

Chris Voll, Village Board President

CONSULTANT

By: _____

Date: _____

Date: _____
