

CONSTRUCTION MANAGER AT RISK SERVICES FOR FIRE STATION AT CITY OF
OCONTO FALLS
OCONTO COUNTY, WISCONSIN

NOTICE IS HEREBY GIVEN That proposals will be received by the City Administrator for Construction Manager at Risk Services for the Construction of a new Fire Station funded through (ARPA) American Rescue Plan Act-Neighborhood Investment Grant. The total project costs cannot exceed \$7 Million and must be completed by December 31, 2024.

All proposals shall be sealed and clearly marked:

Proposal for RFP Construction Management Services-Fire Station

Submitted to
City Administrator
Oconto Falls City Hall,
500 N Chestnut Ave.
Oconto Falls, WI 54154

Response deadline: **12:00 P.M. CST, December 1, 2022.**

The City of Oconto Falls reserves the right to accept or reject any and all bids and to award a contract to the bidder that matches the needs of the city. The City shall not be liable for any pre-contract costs incurred by interested firms participating in the selection process.

Copies of specification will be mailed upon request or may be obtained at the City Hall, Monday through Friday, 8:00 a.m. to 4:30 p.m. Electronic copies of the bid documents may be downloaded at <https://cityofocountofalls.com>

Dated: November 15, 2022



Peter Wills, City Administrator

City of Oconto Falls

Request for Proposals

Construction Manager at Risk Services for Fire Station Construction

SCHEDULE

Date	Action
November 16, 2022	CMR RFP Issued
December 1, 2022 12 PM CST	RFP Submittal Deadline
December 5 & 6, 2022	Evaluation Committee meetings/interviews with short listed firms (if needed)
December 13, 2022	Recommendation to City Council
December 14, 2022	Contract with CMR Firm

Table of Contents

1.0	Project Description	2
2.0	RFP Process.....	3
3.0	Construction Manager Role	4
4.0	General Proposal Requirements.....	9
5.0	Specific Proposal Requirements	9
6.0	Evaluation Criteria	13
	Attachment A	14
	Attachment B	16
	Attachment C	17
	Attachment D	18

1.0 Project Description

1.01 Introduction

City of Oconto Falls ("The City") is inviting Construction Management proposals for the construction of a new Fire Station to be constructed 431 Union Street, Oconto Falls, WI 54154.

The new Fire Station is being designed to meet the city's present and future fire department needs, replacing the existing fire station at 98 Jackson Street.

The City's day-to-day Representatives for the Project will be the Fire Chief Tim Magnin and City Administrator, Peter Wills. The City has selected Wendel Five Bugles Design as the Architect for this project.

1.02 Project Location

The Project will be located 431 Union Street, Oconto Falls, WI 54154.

1.03 Project Design and Scope of Work

The new Public Safety Building is anticipated to be approximately 19,250 SF of single-story slab on grade construction (the "Project"). Conceptual drawings are provided (Attachment D) as part of this document to give an idea of scope and concept of the Project. It is anticipated that the Construction Manager at Risk (CMR) will provide input to the City on the preliminary plans and project team selection to achieve the desired outcome of construction a new Fire Station. The Construction Manager will also manage bidding and construction of the project.

1.04 Project Budget

The City's not-to-exceed budget for all Project construction and commissioning work, required for the Project is \$7,000,000. funded through (ARPA) American Rescue Plan Act-Neighborhood Investment Grant. The project budget not to exceed includes, construction, site improvements, project contingency and other services reasonably necessary to provide a complete and usable facility.

1.05 Milestone Schedule

The City has established the following Milestone Schedule for completion of the Project:

Design	November 2022-January 2023
Procure Construction Services	January 2023
Pre-Construction Meeting	February 2023
Obtain Permits	March 2023
Start of Construction	May 1, 2023
Substantial Completion	August 2024

2.0 RFP Process

2.01 Process for Construction Manager Selection

The RFP will be advertised in the City's paper, on the City's website and emailed to firms that have contacted the city as interested in the Project. the Administrator will respond to questions about the RFP materials. A written reiteration of the questions asked and The City's responses will be supplied via Addendum to all firms receiving the RFP and will be considered a part of this RFP.

Firms submitting responsive and responsible proposals in response to this RFP (the "Proposers") will have their proposals reviewed by a panel selected by The City, having expertise relating to the project (the "Evaluation Panel"). The Evaluation Panel at its discretion may contact firms for interviews.

The Evaluation Panel will recommend the selection of one firm for this Project to The City Council subject to finalization of contract terms. The City Council may accept, reject or modify this recommendation. Upon selection of a firm or team for this Project, The City will negotiate final contract terms with the selected firm or team. Upon completion of negotiations, the contract will be presented to The City Council for its final approval.

2.02 RFP Questions and Clarifications

The City will accept and respond to any written questions sent by email and will be included in an Addendum. Questions shall be submitted via e-mail to admin@ci.ocontofalls.wi.us

2.03 Location for Interview (IF Needed)

Oral interviews will be held at Oconto Falls City Hall, 500 N Chestnut Ave., Oconto Falls, WI 54154

3.0 Construction Manager Role Requirements

3.01 Construction Manager Role Requirements

The City is aware of at least two distinct types of Construction managers; At-Risk and Agency. Agency is an Agent of the Owner. At-Risk the Construction Manager can bid on work, the Construction manager is legally responsible for delivery of the project on Time and on Budget. The City expects to hire a Construction Manager At-Risk. However, both types of Construction Managers are invited to submit a proposal. This determination will be made upon the selection of a Construction Manager.

The Construction Manager Agreement include requirements for public bidding of the Project. (see Section 3.02 below).

It is expected that the hiring of a Construction Manager will reduce the project cost in the long term. The Construction Manager will take an advisory role as Owner Representative during the architect's design phase to ensure the project costs are at or below the maximum project budget. The role of then leading the project from the bidding phase through the construction phase including the twelve (12) month warranty review.

3.02 Construction Manager Scope of Services

The Construction Manager (CMR) will be expected to provide complete management of construction and installation services for this project. Generally, the CMR will guide, assist, and represent the City during the project planning, construction and occupancy. The duties of the Construction Manager will be to fit the needs of the City, services to be provided by the Construction manager include:

- Review of the preliminary architectural building & site design completed by Wendel Five Bugles Design.
- Provide critical review of project design and suggestions of cost savings, efficiencies, schedule and constructability of the project to ensure a high-quality facility that falls below the \$7M maximum budget and maximum completion date of August 2024.
- Provide cost estimates for the project during pre-construction and provide pre-bid services to assemble individual bid packages for all sub-contract divisions necessary for construction of the complete project.
- Facilitate the bidding of each component of the construction contract.
- Coordinate and manage all construction services on the project and procure trade subcontracts and owner-direct purchases under the Wisconsin Statutes and public bidding requirements applicable to municipal construction.
- Trade subcontracts will be publicly bid and awarded by The City to the trade subcontractors and may be assigned to the CMR by The City.
- The CMR will be responsible for the project completion and cost for the subcontracts assigned to it.
- Direct Owners Purchase items should be identified by the CMR in the pre-construction phase and managed and coordinated by the CMR.
- Provide the services of ordering materials to ensure cost controls.
- Act as the City's Representative on the Project, including providing an on-site presence.
- Oversee the project safety and insurance program.
- Manage and ensure site security.

- Monitor the compliance of contractors with applicable codes and regulations, including ensuring that all materials meet quality and construction standards.
- Prepare bi-weekly progress and budget reports for Project Meetings with City, Architect and other Project members to be included. Include progress updates, budget status, forecasting, activities planned and deviations from City approved work schedule.
- Make City Administrator aware of any deviations from project Budget, timeline, scope, supply availability or items that are or will impact the project as soon as possible and potential of arises.
- Provide regular scheduled onsite updates to Administrator and Fire Chief on progress, construction status and items necessary to have City Involvement.
- Ensure success of the building project.
- Provide update to be shared monthly during the project with City Council including current progress photos.

(A) PROJECT PLANNING AND CONCEPTUAL DESIGN

- a) Review and make recommendations for the revisions or update, if necessary, of program documents, design documents, specifications or plans.
- b) Review, validate and maintain overall program budget.
- c) Implement and maintain a management information system that will monitor and control project financial information, costs, and schedule throughout the project. Share this system and reports with others.
- d) Provide Program/Construction Management project status reports to the facility, staff and executive managers, as may be required.
 1. Verify current and projected local construction market Conditions
 2. Develop and maintain master project schedules, contractors' detailed construction work activities and schedules, submittal schedules, occupancy schedules, etc.
 3. Provide on-going cost control
 4. Assist with materials for presentations to City Committees on Project updates and status.
 5. Develop and coordinate a Master safety and insurance program with contractors. Review, verify and monitor all insurance and safety procedures to assure compliance with master program and City's objectives.
 6. Report potential budget and schedule variances, and prepare recovery plans.

(B) DESIGN DEVELOPMENT

- a) Review plans in respect to impact on cost of construction and operations and make recommendations for appropriate design and design strategies that can improve operational and staffing efficiencies.
- b) Review and update, as necessary, design standards, prototype plans and procedures for the Construction Program.
- c) Provide constructability analysis at appropriate intervals.
- d) Provide value-engineering reviews at appropriate intervals.

- e) Provide quality assurance/quality control reviews at appropriate intervals.
- f) Provide cost estimating services for design and construction of proposed phases of the Project.

(C) PRE-CONSTRUCTION PHASE

- a) The CMR will actively participate in all design review meetings with the architect and owner. The assigned project Manager and lead Estimator must participate. The meetings will be held on a bi-weekly basis with the City Administrator and Fire Chief.
- b) It will be the responsibility of the CMR to take over the construction cost estimate and continually update it as the design evolves. The estimate shall be a detailed, standard CSI format and organized in a fashion consistent with the format the bids will be taken. The estimate will be reviewed with the owner on a regular basis. Along with the estimate, the CMR shall provide written scope of work that demonstrate comprehensive understanding of the project and serves as the basis of the estimates. The written scope will be updated as the design evolves and updated estimates are provided.
- c) The CMR will highlight and make the Owner and architect aware of any line item allowances in the estimate.
- d) The CMR will be expected to influence the design and detailing of the project based upon their experience of projects of this nature. Value Engineering and cost saving strategies will be required to provide the best possible project for the best possible value.
- e) Schedule and Phasing Coordination. The CMR will develop and maintain overall project schedule and sequence of activities for the overall project.
- f) Cost Control Management. Upon the Completion of the Design Development Phase, the CMR will execute a Guaranteed Maximum Price (GMP) Contract with the Owner.
- g) The CMR will be knowledgeable of the City's purchasing policy, the CMR will not perform, nor permit the trade subcontractors to perform, the construction, execution, repair, remodeling or improvements, nor furnish supplies or materials, unless the performance or supply complies with public works contracts and bid requirements of the Wisconsin Statutes. (See Wisconsin Statutes Sections 61.55 and 66.29.)
- h) Develop Contractors Procedure Process
- i) Site Logistics Plan
- j) Establish direct purchase item list
- k) Construction Documents Conversion into Subcontractor Bid Packages
- l) Once bids are taken, the GMP contract in place will be modified and will be managed in an open-book arrangement with the Owner. The CMR will update the total project construction cost and write a change order to the GMP contract to reflect the received bids as well a mutually agreed contingency. The final bid/estimate breakdown will then be converted to the contract schedule of values.

- m) The CMR will competitively bid all aspects of the work to a minimum of three (3) qualified bidders. Work that the CMR wishes to self-perform will be competitively bid with the bids being delivered directly to the Owner, *no later than three days prior to the scheduled bid opening*.
- n) The CMR will conduct affirmative outreach to a minimum of three (3) small or minority or women owned firms for each separate contract and provide document of the outreach efforts to the owner, in accordance with federal procurement regulations [2 CFR 200.321(b)(6)].

(D) CONSTRUCTION DOCUMENT PHASE

- a) Evaluate Final Design for Budget Compliance
- b) Evaluate Design for Construction Efficiency
- c) Evaluate Final Design for Operational Efficiency
- d) CMR will provide to the Owner and architect a projection of cash flow on the project and will regularly update throughout the project
- e) Refine Master Project Schedule
- f) Building Evacuation Plan
- g) Establish direct purchase item list
- h) Construction Documents Conversion into Subcontractor Bid Packages

(E) BIDDING PHASE

- a) Manage the Bid Process (review the bid categories with the City and Architect and obtain approval to releasing the bids)
- b) Bid each Bid Package with public advertising bids
- c) Issue subcontractor bid packages
- d) Distribute the Plans and Specs (bids are to be delivered to the City)
- e) Facilitate Pre-Bid Meeting and site visits
- f) Pre-Qualify Contractor(s)
- g) Process all addenda
- h) In conjunction with The City, receive bids from subcontractors and conduct public bid openings (except in the case of the submission of the submission of sealed bids from the CMR under Section 3.02)
- i) Provide a recommendation on award
- j) Execute subcontractor agreements
- k) Ensure the City is not charged sales tax on project and material costs.

(F) CONSTRUCTION PHASE

- a) The CMR will hold ALL subcontracts directly and coordinate all work. The CMR will be on-site full time.
- b) The CMR will assist owner in obtaining all governmental approvals, permits and ensure all regulatory requirements are observed during construction.
- c) The CMR will aggressively manage project construction costs. The CMR will conduct weekly meetings with the architect, the City Administrator and Fire Chief.

- d) Changes to thyme project during construction that require the us of contingency must be fully vetted by the CMR and architect. Those Changes will then be presented to the Owner prior to any contingency being used or work performed. The contingency will be managed in a open-book fashion the Owner will retain final approval rights of usage. Weekly cost meetings will provide the forum for this.
- e) The CMR and architect will determine when the project is ready for punching. The project will be punched once the Owner's architect, and the CMR present at the walk-through.

(G) CONTRACT ADMINISTRATION

- a) Comply with General Condition & Requirements
- b) Manage Contract preparation and execution, and issue notice to proceed as instructed by City.
- c) Schedule and conduct Pre-construction Conference
- d) Periodic update the Master Construction Schedule
- e) Monthly update of Schedule of values
- f) Review and Prepare Monthly Progress Payment Requests; obtain lien waivers
- g) Act as the Project's Prime Liaison
- h) Coordinate Requests for Information Responses
- i) Coordinate all change requests and responses
- j) Coordinate all types of submittals
- k) Coordinate all types of testing and Inspections
- l) Coordinate all sub-contractors
- m) Direct Owner Purchase Order System – execute and monitor
- n) Provide construction trailers, storage, equipment, barriers, and etc.
- o) Provide all necessary on-site CMR personnel
- p) Coordinate Substantial Completion and Turn Over
- q) Closeout the Project
- r) Develop Contractors Procedure Process

It shall be the CMR's responsibility to be familiar with, and take into consideration when responding to, this RFP, all of the City of Oconto Falls and State of Wisconsin requirements including, but not limited to: construction contract requirements, permitting, warranty for construction defects, assurance of completion, progress payment requests, construction guidelines (including but not limited to: project planning & technical review, construction costs, energy conservation, environmental & hazardous material review), standards of design, cost certification, affirmative action, substantial completion/permission to occupy and final closeout.

(H) POST CONSTRUCTION

- a) It is the expectation and requirement of the owner and Grant guidelines that all unused contingency be returned at the close of the project.
- b) The CMR will conduct commissioning services for all aspects of the project. An Initial one-day session will be conducted with the Owner present to review all system components and operations so that the owner is fully informed and trained on the operation and maintenance of the systems.
- c) All warranty inspections by manufacturers will be scheduled minimum of seven (7) days in advance with the Owner and Architect.

4.0 General Proposal Requirements

4.01 Due Date, Time, and Location

See schedule on initial page of RFP.

4.02 Proposal Format

Ten (10) paper proposal copies and one electronic copy submitted on a flash drive are required. Proposals are to be formatted and tabbed in the exact form and numeric sequence as described in Section 5.0 of this RFP.

4.03 Proposal Conditions

By submitting a proposal, each proposer accepts in all respects the conditions of this RFP, including the following:

1. The City in its sole discretion reserves the right to reject all proposals, waive any minor irregularity in these or other RFP requirements; to issue a new request for proposal; and/or to cancel the project entirely
2. All proposals will become the property of The City and will not be returned.
3. Any proprietary restriction to the use of proposal materials must be clearly indicated. A requested limitation or prohibition on use or release of materials must be clearly identified in writing on a cover sheet and on each page such materials appear. Blanket claims of proprietary submittal will not be honored. The City is subject to the public records laws of the State of Wisconsin and such proposals, or portions of them, may become public records upon submission.

5.0 Specific Proposal Requirements

5.01 Cover Letter

Provide a proposal cover letter that identifies the entity, address, telephone number, email address and contact person for the proposer.

5.02 Proposer Identity and Structure

Identify the entity that will enter into the CMR Agreement with The City by providing the information shown below. If the entity is a joint venture, the proposal must include a copy of i) the executed joint venture agreement, or ii) a memorandum of agreement which fully discloses the relationship between the entities of the joint venture.

- 1) Firm or Identity
- 2) City, State, Zip, Phone, Facsimile
- 3) Type of Organization (individual, partnership, corporation, LLC, LLP, other) and if an entity a Certificate of Status from the Wisconsin Department of Financial Institutions

- 4) If joint venture, name of joint venture partner(s)
- 5) List the number of professional/technical persons in the organization
- 6) How many years has the organization provided professional Construction Management services? Under what names if different.
- 7) Provide details of in-house construction management services and other relevant capabilities.
- 8) List any other specialty consultants who would be retained by the organization on this project by name and type of service they would provide.
- 9) List any awards the organization has won in the last three years.
- 10) List any professional organizations the firm, or its members belong to.

5.03 Experience and References

Attach a list of not less than five (5) projects on which your firm or team has provided Construction Management Services during the last five years with an emphasis on the types of projects similar in nature and scope to The City's Public Safety Facility. In addition, identify all projects in which your firm has engaged as a Construction Manager as Constructor and specify whether such projects have been for a public or private entity.

- 1) Name and location(s)
- 2) Scope of your services – specify if pre-construction services were provided
- 3) Type of facility
- 4) Gross square footage and net square footage
- 5) Project budget and your fee for services
- 6) Change order dollar amounts on projects
- 7) Savings returned to owner at completion of project
- 8) Indicate goals given by the client, the strategies you employed to meet the goals and the results of your efforts
- 9) Project schedule
- 10) Name of contact at venue who is familiar with your work on this past project.
- 11) Name, address and telephone number of reference(s) that can provide corroboration of information provided in your proposal if different from contact person listed in 8 above.

5.04 Key Personnel

Identify the Project Manager to be assigned to the Project and provide a copy of his/her resume. Identify and briefly describe any projects this person is currently assigned to, their expected completion dates and any projects this person may be simultaneously assigned to during this Project. This person must attend the oral interview.

Identify the on-site Construction Superintendent to be assigned to this Project and provide a copy of his/her resume. Identify and briefly describe any projects this person is currently assigned to, their expected completion dates and any projects this person may be simultaneously assigned to during this Project. This person must attend the oral interview.

5.05 Project Management Approach

Provide a detailed outline of the Proposer's approach toward the delivery of services to complete the Project in accordance with The City's goals, objectives and timeline. The Project Management Approach will describe the process for making recommendations to The City and define procedures that will be employed to address the following (maximum 1 page for each item):

- 1) Communications with and reporting to The City, the Architect, and with Sub-Contractors.
- 2) Project scope and cost control
- 3) Project Schedule - critical path
- 4) Coordination of site and regulatory approvals/inspections
- 5) Quality Control
- 6) Site Safety
- 7) Philosophy of dispute resolution

5.06 Compensation and Expenses

Provide a fee proposal for the total services related to the Project (Attachment A).

5.07 Affidavit of Non-Collusion and/or Conflict of Interest

A party having signature authority for the Proposer must execute and have notarized the Affidavit of Non-Collusion and/or Conflict of Interest (Attachment B) and submit it with the proposal.

5.08 Acknowledgement And Attestation Form

A person having signature authority for the Proposer must complete and execute the Attestation Form (Attachment C).

5.09 Insurance and Legal Responsibilities

List the names and addresses of the insurance companies that have written commercial liability insurance policies for your organization and for the projects listed in the experience section of this RFP during the past three (3) years. Joint ventures should list the insurers for the company or person expected to be the major owner of the joint venture.

Has any insurance company made any payment on behalf of the persons or organizations covered? If so, indicate names and addresses of insurance companies, particulars of payment and date(s).

Is your firm now, or has it been within the past five (5) years, involved in any legal action, related to any projects? If yes, please explain in detail and identify any judgments entered in such action.

5.10 Financial Statement

Attach a copy of your organization's most recent financial statement and any other pertinent information the City, in confidence, if so requested.

5.11 Project Schedule

Provide a proposed critical path Project Schedule that achieves the Milestone dates identified in Section 1.05 of this RFP above.

5.12 Insurance

Submit proof of proposer's insurance coverage consistent with the terms and conditions identified in the General Conditions, for each of the following Attachment D (minimum required aggregate policy limits as noted):

- 1) Worker's Compensation Insurance (Wisconsin Statutory Limits)
- 2) Commercial General Liability
 - a. \$1,500,000 Each Occurrence
 - b. \$2,000,000 General Aggregate
 - c. \$1,500,000 Personal and Aggregate Injury
- 3) Automobile Liability (\$1,000,000 Each Accident)
- 4) Umbrella Excess Liability (\$5,000,000) (Project Based)
- 5) Professional Liability (\$2,000,000)
- 6) Builder's Risk Insurance (variable)
- 7) Installation Floater Insurance (variable)

6.0 Evaluation Criteria

Evaluation and selection of the construction manager for this project will be based on information submitted in the request for proposal plus references, oral presentations (if requested), other references and supplemental information. Failure to respond to each requirement in the RFP may be the basis for rejecting a proposal. Proposals will be evaluated by the Evaluation Panel. Proposals will be scored and finalist firms will be determined by group consensus.

No.	Factor	Weight
1	Demonstrated recent Project experience of firms Key Personnel for this project with construction management of Fire Station construction in the 15,000 to 30,000 square foot range of new building experience.	20
2	References of minimum (3) recent project experience of Key Personnel for this project similar Fire Station. Success in completing comparable design evaluations of a Fire Station and completing projects on schedule and within budget.	20
3	Demonstrated ability to communicate effectively with Architects, City Staff, Fire Department, City Council, and other key stake holder groups formed around the project.	15
4	Minimum of 3 recent demonstrated success of Key Personnel for project budgeting process management and matching Fire Station projects in the 15,000 to 30,000 square foot range of new building timeline and budget of Fire Station building construction projects experience.	20
5	Compensation and Expenses Total Cost: Price Proposal Attachment A	25
	Total Points	

Attachment A
Price Proposal Form (Page 1 of 2)

Provide a breakdown of your Price Proposal.

1.0 Construction Manager's Fee

Total Project Budget is \$7 Million Not To Exceed

Identify the fee established by the Proposer for all overhead and profit using the budget amounts provided in this RFP. (the "Construction Manager's Fee")

Express the fee as a percentage of those expected construction costs where the Construction Manager is also the Constructor: _____ %

Express the fee the total actual dollar costs where the Construction Manager is also the Constructor: \$ _____

Express the fee as a percentage of those expected construction costs where the Construction Manager is not the Constructor _____ %

Express the fee as total actual dollar costs where the Construction Manager is not the Constructor \$

2.0 Not-to-Exceed Reimbursable Expenses

Identify the cost of all reimbursable expenses for this Project.

3.0 General Conditions - Project Management and Supervision

Identify the costs of all direct project management and supervision for this Project using the schedule and budget information provided in this RFP.

4.0	Other General Conditions	{Reserved- Count as \$0.00}
------------	---------------------------------	------------------------------------

5.0	Trade Subcontracts	Reserved- Count as \$0.00
------------	---------------------------	----------------------------------

6.0	Management & Coordination of Direct Owner Purchases	\${Reserved - Count as \$0.00}
-----	---	--------------------------------

7.0	Owner's Contingency	#{Reserved - Count as \$0.00}
------------	----------------------------	--------------------------------------

8.0 Total Not-to-Exceed Price \$ _____

Attachment A

Price Proposal Form (page 2 of 2)

9.0 Itemization of Labor Rates and Level of Effort

Provide a breakdown of expected hours devoted to this project, labor rates and estimated costs for Project Personnel.

Position	Estimated Hours	Labor	Hourly Rates OH & P	Total	Estimated Total Cost
Project Manager	_____	_____	_____	_____	_____
Project Superintendent	_____	_____	_____	_____	_____
Lead Estimator	_____	_____	_____	_____	_____
Other (Specify)	_____	_____	_____	_____	_____
Other (Specify)	_____	_____	_____	_____	_____
Other (Specify)	_____	_____	_____	_____	_____
Other (Specify)	_____	_____	_____	_____	_____
Other (Specify)	_____	_____	_____	_____	_____
Project Totals	_____				_____

Attachment B

**AFFIDAVIT OF NON-COLLUSION AND/OR CONFLICT OF
INTEREST**

Name _____

Title _____

Deposes and says That: _____

Name of Entity or other form of business

has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition in connection with this proposal;

That the proposal has been independently arrived at without collusion with any other proposal or any other competitor or potential competitor;

That the proposal has not knowingly been disclosed prior to the opening of proposals to any other proposal or competitor;

That no attempt has been made to induce any other person or firm to submit or not to submit a proposal;

That aforementioned company is in compliance with Chapter 946.13 of the Wisconsin Statutes in the matter of private interest in public contracts;

That the above statement is accurate under penalty of perjury. _____

Signed _____

Subscribed and sworn before me this _____ day of _____, 2022

Notary Public _____

My Commission expires _____ 202_

Attachment C

ACKNOWLEDGEMENT AND ATTESTATION FORM

By submitting a proposal, the undersigned certifies that he or she has reviewed the Request for Proposals for Construction Manager at Risk and all Addenda listed below, all as issued by The City for its Project, is familiar with their terms and conditions, and accepts the requirements imposed by them on the Proposer. The undersigned further certifies that if selected as the Construction Manager at Risk, it can and will satisfy the objectives of the Project within the constraints of the Milestone Schedule and Project Budget, all as set forth in this RFP and its Proposal.

I hereby certify that the foregoing is true and correct:

Proposer's Name: _____

By: _____

Printed Name _____

Title: _____

Date _____

ATTACHMENT D

INSURANCE AND LIABILITY REQUIREMENTS

LIABILITY AND INSURANCE – The Contractor shall provide and maintain from insurance companies acceptable to the City of Oconto Falls, insurance to protect the Contractor, employees of the Contractor, Subcontractors of the Contractor, members of the public, City of Oconto Falls and Engineer, and their authorized Officials, employees and agents, against all hazards and risks of loss. The Contractor shall also include the City of Oconto Falls as additional insureds in liability policies required by the Contract Documents with the exception of Worker's Compensation. The Contractor shall not commence work under a Contract until he has obtained all insurance required hereunder and has filed certification thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with the Contractor. The insurance certification shall be in a form that is satisfactory to Owner and shall be signed and dated by an authorized representative of the insurance carrier(s).

- (A) Worker's Compensation Insurance – The Contractor shall maintain during the life of this Contract the statutory coverage as required by Chapter 102 of the Statutes of the State of Wisconsin, as revised, and all acts amendatory thereof and supplementary thereto, for all employees of the Contractor, and Employer's Liability Insurance in an amount not less than \$100,000 each accident, \$500,000 Disease Policy Limit and \$100,000 Disease Each Employee. All Subcontractors and suppliers of material shall furnish to the Contractor evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the Contractor.
- (B) Comprehensive General Liability and Property Damage Insurance – The Contractor shall maintain during the life of this Contract Comprehensive General Liability and Property Damage insurance coverage to protect the Contractor, employees of the Contractor, Subcontractors of the Contractor, members of the public, City of Oconto Falls and Engineer, and their authorized Officials, employees and agents, against all claims arising from injuries to members of the public or damage to the property of others arising out of any act or omission of the Contractor or his agents, employees or Subcontractors. In addition, this coverage shall insure the contractual liability assumed by the Contractor under the Contract Documents. The scope of this coverage shall include commercial general liability, premises and operations, independent contractors, products liability and completed operations (which shall be maintained for a minimum period of 2 years after final payment), broad form property damage, contractual liability coverage, explosion and collapse hazard and underground hazard, all subject to the following limits:

Bodily Injury and Property Damage: \$1,500,000 per occurrence and a \$2,000,000 per project General Aggregate
- (C) Comprehensive Automotive Liability and Property Damage Insurance - The Contractor shall maintain during the life of this Contract Comprehensive Automotive Liability and Property Damage insurance coverage to protect the Contractor, employees of the

Contractor, Subcontractors of the Contractor, members of the public, City of Oconto Falls and Engineer, and their authorized Officials, employees and agents, against all claims for injuries, including uninsured and underinsured motorists coverage, and accidental death to members of the public and damage to property of others arising from the use of motor vehicles, used on or off the construction site, whether they are owned, hired, or non-owned vehicles, all subject to the following limits:

Bodily Injury and Property Damage: \$1,500,000 per occurrence.

- (D) Umbrella - The Contractor shall maintain during the life of this Contract Comprehensive Umbrella Liability covering all referenced liability policies in this contract in an amount no less than \$2,000,000.
- (E) Builder's Risk – The Contractor shall maintain during the life of this Contract Builder's Risk insurance coverage. This insurance shall protect the Contractor and the City of Oconto Falls from all insurable risks of physical loss or damage to buildings, structures, and materials and equipment, not otherwise covered under Installation Floater insurance. It shall be of the "all risk" type, with coverages designed for the circumstances which may occur in the particular work included in the Contract. The amount of such insurance shall not be less than the insurable value of the work at completion, including the aggregate value of the buildings, structures, materials and equipment to be erected or installed by the Contractor, less the value of the materials and equipment insured under the Installation Floater insurance. If the work does not include the construction of buildings or structures, the Builder's Risk insurance may be omitted providing the Installation Floater insurance fully covers the work. In the event the property to be installed requires any off-premises storage in a warehouse or storage area, the policy shall be extended to provide coverage including transit between such location and the place of installation. Builder's Risk insurance shall provide for losses to be payable to the Contractor and the City of Oconto Falls as their interests may appear.
- (F) Installation Floater – The Contractor shall maintain during the life of this Contract Installation Floater insurance coverage. This insurance shall protect the Contractor and the City of Oconto Falls from all insurable risks of physical loss or damage to materials and equipment, not otherwise covered under Builder's Risk insurance, while in warehouses, storage areas, during construction, testing and after the work is completed. It shall be of the "all risk" type, with coverages designed for the circumstances which may occur in the particular work included in the Contract. The amount of such insurance shall not be less than the insurable value of the work at completion, including the aggregate value of the materials and equipment to be erected or installed by the Contractor, less the value of the materials and equipment insured under the Builder's Risk insurance. In the event the materials or equipment to be installed requires any off-premises storage in a warehouse or storage area, the policy shall be extended to provide coverage including transit between such location and the place of installation. Installation Floater insurance shall provide for losses to be payable to the Contractor and the City of Oconto Falls as their interests may appear.

(G) Employer's Liability \$100,000.00 per occurrence

The Contractor shall file with the City of Oconto Falls a certification of insurance containing an endorsement adding the City of Oconto Falls, its employees, its officials and its agents as specific additional insureds and an endorsement to the effect that cancellation or material change of such policies shall not be effective unless thirty (30) days written notice is given to the City of Oconto Falls prior to such cancellation or material change.

NOTES: The required limits of liabilities may be obtained with primary liability policies or in combination with an umbrella excess liability policy. Limitations of insurance shall be those specified above, or in the declarations for said policies, whichever is greater. The insurance of the Contractor and all Subcontractors shall be primary and noncontributory. Any insurance maintained by the additional insureds named above shall be excess and noncontributory to the insurance of the Contractor and all Subcontractors.

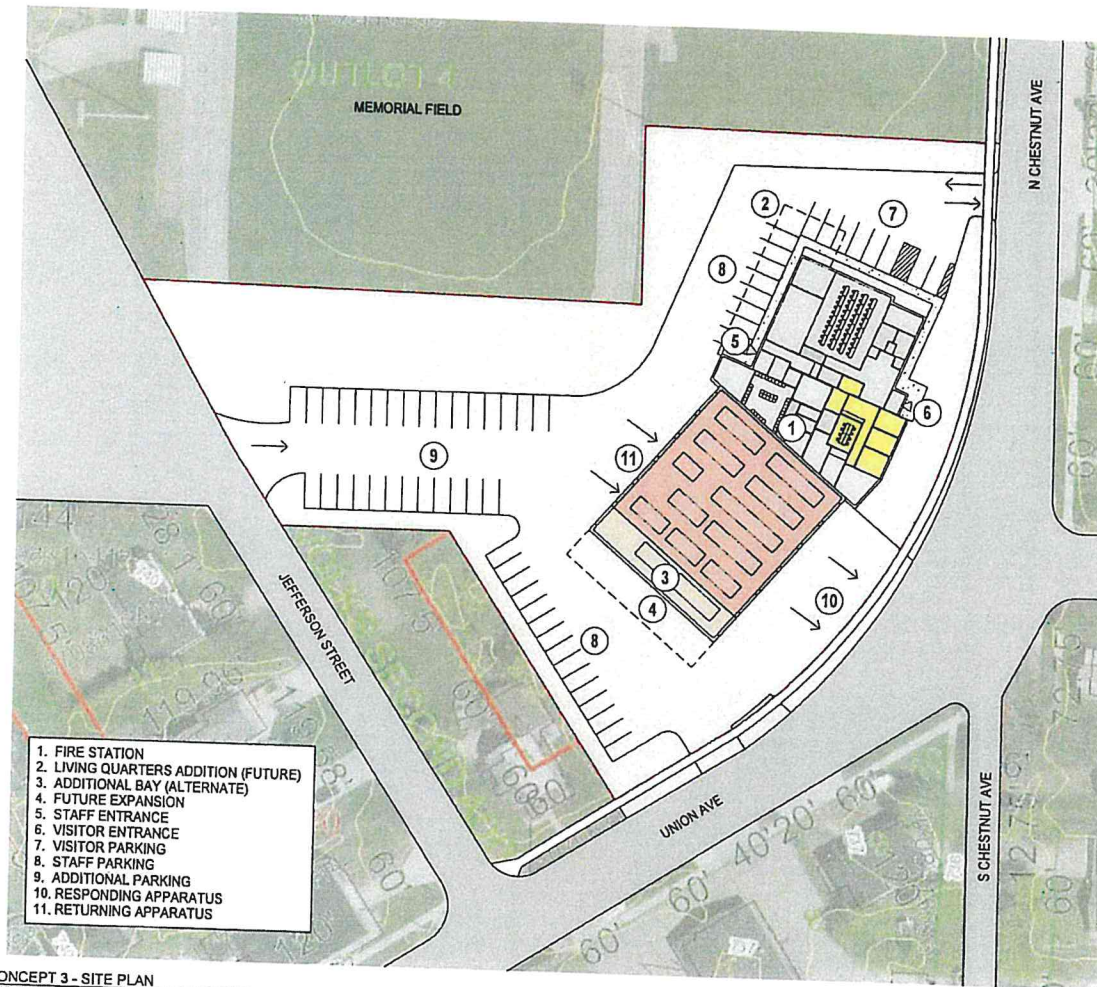


Oconto Falls Fire Station

EXTERIOR CONSIDERATIONS
OCONTO FALLS, WISCONSIN

PROJECT NUMBER: 619101





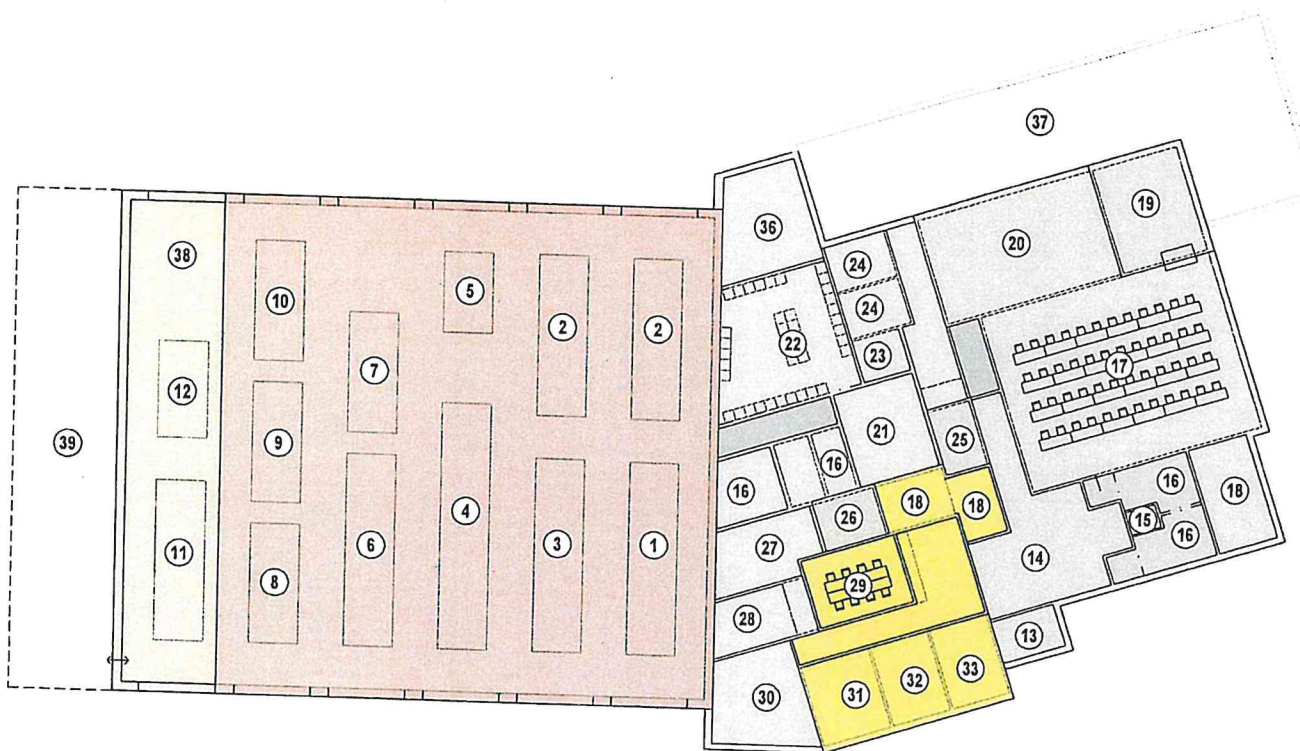
1 CONCEPT 3 - SITE PLAN
 SCALE: 1"=30'-0"

Oconto Falls Fire Station

CONCEPT PLANS

OCONTO FALLS, WISCONSIN

PROJECT NUMBER: 619191
 THIS PLAN IS FOR CONCEPTUAL PURPOSES ONLY AND DOES NOT REFLECT FINAL BUILDING FOOTPRINT, ROOM LAYOUT, SITE LAYOUT

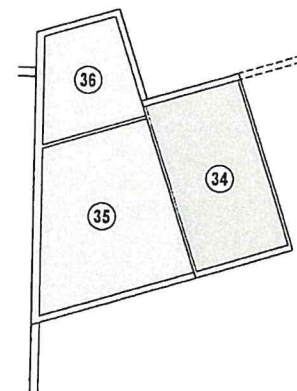


1 FIRST FLOOR CONCEPT PLAN
SCALE: 1" = 10'-0"

- LEGEND
- ALTERNATE BAY ADDITION
 - APPARATUS BAY
 - APPARATUS SUPPORT
 - ADMINISTRATION
 - TRAINING
 - STAFF SUPPORT
 - MECHANICAL
 - CIRCULATION

- | | | |
|-------------------------------|---------------------------|---------------------------------------|
| 1. ENGINE | 14. LOBBY | 27. SCBA CLEAN AND FILL |
| 2. TENDER | 15. JANITOR | 28. WORK SHOP |
| 3. RESCUE PUMPER | 16. PUBLIC TOILET | 29. CONFERENCE ROOM |
| 4. QUINT | 17. TRAINING ROOM | 30. WATCH ROOM |
| 5. 4 BY 4 | 18. STORAGE | 31. FIRE CHIEF OFFICE |
| 6. WILDLAND UNIT | 19. KITCHEN | 32. OFFICE (FUTURE) |
| 7. UTV | 20. EXERCISE ROOM | 33. ASSISTANT CHIEF |
| 8. TRAILER | 21. GEAR LAUNDRY | 34. MECHANICAL |
| 9. BOAT | 22. GEAR LOCKERS | 35. MEZZANINE |
| 10. TRAILER #2 (FUTURE) | 23. STAFF TOILET | 36. STAIRWAY |
| 11. MEDIUM RESCUE (FUTURE) | 24. DECON TOILET / SHOWER | 37. LIVING QUARTERS ADDITION (FUTURE) |
| 12. UTILITY / PICKUP (FUTURE) | 25. MOTHER'S ROOM | 38. ADDITIONAL BAY (ALTERNATE) |
| 13. ENTRANCE | 26. IT | 39. FUTURE EXPANSION |

2 SECOND FLOOR CONCEPT PLAN
SCALE: 1" = 10'-0"



Oconto Falls Fire Station

CONCEPT PLANS

OCONTO FALLS, WISCONSIN

PROJECT NUMBER: 119101
THIS PLAN IS FOR CONCEPTUAL PURPOSES ONLY AND DOES NOT REFLECT FINAL BUILDING FOOTPRINT, ROOM LAYOUT, SITE LAYOUT

