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**Department of Public Works  
& Development Services**  
Division of Engineering  
14200 Washington Avenue  
Sturtevant, WI 53177-1253  
Phone (262) 886-8440



**Jonathan Delagrave**  
*County Executive*  
**Julie A. Anderson**  
*Director of Public Works  
& Development Services*  
**Alex Valley, P.E.**  
*Engineering Manager*

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**Request for Qualifications**

**Design Services for CTH U and 7 Mile Road Roundabout  
Racine County**

**WisDOT Project ID: 2816-03-00/70**

**Racine County Project ID: 2411**

**RFQ #2216**

**March 9, 2022**

Sealed Request for Qualifications (RFQ) are being accepted for design services for the above project and will be received through the Racine County Public Works and Development Services office, 14200 Washington Avenue, Sturtevant, WI 53177 (262) 886-8440 until 1:00 P.M., Tuesday, March 29, 2022.

Racine County is using the Racine Journal Times and Racine County website <https://www.racinecounty.com/departments/public-works-and-development-services/public-works/public-works-construction-projects> for its RFQ solicitations. When submitting your RFQ packet to the County, please limit it to no more than ten pages not including the cover page and resume. Racine County is not responsible for, and accepts no responsibility for any technical problems, or any delays or failures that result from the use of Racine County's website. Firms are using this service at their own risk.

The request is to seek experienced engineering firms interested in performing roundabout design services for the CTH U and 7 Mile Road roundabout located at the intersection of Racine County CTH U and 7 Mile Road in the Village of Raymond, Racine County. The expected start date of the design project is no later than May 2022. The design project will be funded through the WisDOT HSIP Program, by 90% Federal and 10% Local funds. We are expecting a PS&E date of November 1, 2023, and a CONSTRUCTION LET date of February 13, 2024. The evaluation of qualifications will be a qualified based selection (QBS) process with absolutely no cost considerations involved in the selection.

Racine County reserves the right to waive any informalities or technicalities and to reject any and all RFQs, or parts thereof, deemed to be unsatisfactory or not in the County's best interest.

Alex Valley, P.E.  
Racine County Engineering Manager

## **General RFQ Information**

1. Racine County requires a high level of service from any firm who is looking to do business with the County. Quality and service are both critical factors that Racine County considers when doing business and in continuing business with firms. This is especially important when it comes to the requirements of this request. Dissatisfaction of any sort may result in Racine County discontinuing service with a firm.
2. Racine County is a tax-exempt municipality under WI Stats 77.54(9a)(b).
3. Successful firm shall provide a certificate of insurance upon award as per the requirements of Exhibit "A" attached. Proof of Insurance is required when award is made.
4. All proposals shall be binding for one hundred twenty (120) calendar days following the proposal opening date unless the firm(s), upon the request of the County agrees to an extension.
5. Payment for services will be made to successful firm contingent upon owners' acceptance and approval of all work done and/or products provided or services rendered. Acceptance as herein means acceptance by the County and state of all work performed or products provided and services rendered, after the departments authorized agents have found it to be in compliance with the specification requirement. Mileage, fuel surcharges or surcharges of any kind will not be allowed.
6. Firms may withdraw their proposal at any time before the RFQ due date and time. Faxed and emailed proposals will be rejected.
7. Standard Terms and Conditions are included with this request and are hereby made a part of it.
8. Firms (including any subcontractors they may use) responding to this request must be able to provide all services specified. Partial responses to this request are not allowed.
9. By posting the RFQ documents on the County website, Racine County cannot maintain a list of interested firms. As such, Racine County is not able to provide notification of addenda to the prospective bidders. Racine County will post any addenda to the same website as the original RFQ, however it is the responsibility of the firm to check for any addenda that may be issued.
10. No reimbursement will be made by the County for any cost incurred in preparing responses to this solicitation, or for cost incurred before a formal notice to proceed is issued if a contract is awarded.
11. All questions resulting in further clarification or modification to this RFP document will be handled by written addenda. Questions shall be directed to the Engineering Office via email to [Alexander.Valley@racinecounty.com](mailto:Alexander.Valley@racinecounty.com). Questions must be asked at least 3 business days prior to the proposal due date. Questions received after this time may not be answered. Any changes as a result of issues raised will be made by written addenda and posted under this project listing on the County website (same website address where you obtained the RFP document from). It is the firm's responsibility to check the County website for addenda prior to submitting your response to this request. Oral and other interpretations or clarifications will be without legal effect.

12. All materials submitted in conjunction with this request may be subject to public inspection pursuant to Wisconsin Public Records Law Wis. Stat. 19.31-19.39. Information contained within the submitted materials that are alleged to be confidential or proprietary in nature, or that are alleged to be trade secrets as defined in Wis. Stat. 134.90(1)(c), shall be clearly marked as such. Submissions shall not contain a blanket confidentiality clause. Marking materials as confidential, proprietary, or as trade secrets does not guaranty that these materials will not be released pursuant to a lawful open records request. Racine County generally will not release information contained in a submission until a contract has been fully executed.
13. Upon selection, the selected firm is to provide with their proposal, a proposed contract covering all the terms, conditions and specifications for the performance of all services for this request.
14. The work in this contract shall not be assigned without written permission of Racine County and WisDOT. Racine County and WisDOT must approve any subcontracted providers that are hired by the selected provider.
15. The selected provider shall indemnify, hold harmless and defend both WisDOT and Racine County, their officers, agents, and employees from and against all claims, damages, losses, and expense, including attorneys' fees arising out of or resulting from the performance of the work under the contract.
16. It is mutually understood and agreed, and it is the intent of the parties that an independent contractor relationship will be established under the terms and conditions of the agreement; that employees of the selected service provider are not nor shall be deemed employees of Racine County or WisDOT and that employees of Racine County and WisDOT are not nor shall be deemed to be employees of the selected service provider.
17. Each firm, by submitting a response, certifies that it is not a party to any collusive action with Racine County or WisDOT personnel or with any other party submitting a proposal in response to this solicitation.
18. The County and WisDOT reserve the right to reject any or all proposals or parts thereof, to waive any technicality in any proposal and accept any proposal deemed to be the most advantageous to the County.
19. This request and possible resulting contract shall be interpreted under the laws of the State of Wisconsin. Any disputes or claims that arise under this contract shall be litigated in the Circuit Court of Racine County.
20. The term "proposal" throughout this RFQ document in its entirety is referring to the draft three-party contract that is submitted to WisDOT and Racine County upon selection of a consultant through the QBS process.

### **Scope of Work**

Racine County is seeking engineering consulting firms interested in performing roundabout design services for the CTH U and 7 Mile Road intersection. The expected start date of the design project is May 2022. The design project will be funded through the WisDOT HSIP Program. We are expecting a **PS&E**

**date of November 1, 2023, and a CONSTRUCTION LET date of February 13, 2024.** The final contract will be a three-party contract with the Wisconsin Department of Transportation (WisDOT), Racine County, and the selected consultant. All interested firms must be on the WisDOT Roster of Eligible Engineering Consultants and either be on the WisDOT Qualified Roundabout Designer (QRD) List or have design review performed and stamped by an external QRD in Wisconsin.

EXHIBIT A: Racine County Standard Terms and Conditions

EXHIBIT B: HSIP Application

Racine County is planning to reconstruct the intersection of CTH U and 7 Mile with a roundabout, located in the Village of Raymond in Racine County. The intersection is approximately 1 mile southeast of the intersection of CTH U and W S County Line Road. The estimated average daily traffic (ADT) is 3,300 vehicles per day (2017) to the East, 1,700 vehicles per day (2011) to the West, 3,200 Vehicles per day (2011) to the North and 2,300 vehicles per day (2011) to the South.

See EXHIBIT B for a detailed description of the proposed improvements.

Any permitting, agency coordination, or utility coordination required for the project should be included in the overall design scope. Right of way impacts or real estate acquisitions may be required for this project. Whether or not there are any archeological or historical sites within the project area has not been investigated.

Racine County does not maintain sidewalks or lighting, so if possible, these items should not be incorporated into the project. County staff will be reviewing and providing comments on plans at significant milestones during the design process.

The design shall include review of type of pavement, pavement thickness, pavement width, culverts, curbing, shoulder material/width, guardrail (if needed), general geometrics, turning and bypass lanes, all traffic signage, and sight distance review at all driveways and intersections.

It is anticipated the design standards will not be "3R" throughout the project. The roadway must be designed to WISDOT standards.

The project design should attempt to reduce the amount of additional right of way to be purchased. Items such as retaining walls, curbed sections, and storm sewer should be considered, and if determined feasible as part of a cost benefit analysis, part of the final design. Right of way acquisition is anticipated. Consultant to determine the existing right of way location of each parcel within the project limits and show them on the right of way plat. Provide the necessary right of way plat and legal descriptions for acquisition parcels and any utility release of rights. Encroachment reports shall be included for all encroachments in the existing or proposed right of way or easement areas. Temporary Limited Easements may be considered outside of ditch back slope and outside of fill slope. GIS shall be only used for informational purposes.

All soil/roadway core collection and analysis as well as any other investigative work and survey required for this project should be included in this proposal once a consultant has been selected.

Upon selection of a consultant, the proposal shall include any storm water design requirements.

The design consultant will coordinate wetland delineation services with Southeastern Wisconsin Regional Planning Commission (SEWRPC). SEWRPC will determine wetland locations and mark them in the field and the consultant will survey the wetland locations. The wetland is expected to be staked by SEWRPC for locating in the fall of 2022. Once selected, the consultant must include a separate cost to have the wetland located in the field should SEWRPC not be able to perform this service.

Consultant to coordinate any necessary public or private utility locations and relocations. Timing of these is critical to the successful start of the project.

Any permitting required for the project should be included in the overall design costs in the proposal once a consultant is selected. This includes but not limited to all permitting with Racine County, State of Wisconsin, Village of Raymond, DNR, Army Corps, WisDOT, and other agencies.

The consultant will be responsible for any title searches required as part of this project.

Interferences shall be reviewed for potential modifications, and those modifications shall be part of the plan. Sight distances, angle of the intersection, turn lanes etc. shall be reviewed and brought into compliance with minimum standards.

All design files in CADD and other electronic formats must be supplied to Racine County at project bid or earlier if requested by the County. Any and all documents prepared by the consultant become the property of the Racine County Public Works and Development Services for future use.

Firms interested in this project shall submit a Statement of Qualifications (SOQ) for providing all design services needed for this project including, but not limited to:

- a. Project survey
- b. Design plans
- c. Specifications
- d. Stormwater design calculations
- e. Wetland impacts
- f. Utility coordination
- g. Environmental impacts
- h. All regulatory permits
- i. Public hearings and/or presentations
- j. Detailed Design timeline
- k. Construction cost estimates
- l. Project related meetings
- m. PS&E
- n. Right of Way Plat
- o. Detour and signing plans
- p. Coordination with other construction projects

### **Request for Qualification Submittal**

Proposals must be delivered as follows:

- 1 envelope containing 3 copies of the submittal for this project. A copy is limited to 10 double-sided pages not including the cover and all resumes and with no more than 3 of those pages being 11"x17" tri-folded. Label this envelope/box as **RFQ #2216 CTH U and 7 Mile Road Roundabout Design Services Request for Qualification**.
- An electronic version of this submittal, on a flash drive, is also helpful but not required and must be in addition to the 3 paper copies as specified above.

### **Qualification Review**

A team of Racine County Staff will review and rank the received RFQ's. A final ranking and selection recommendation will be forwarded to WisDOT. Once approved by WisDOT, negotiations will be made with the selected consultant to enter into a three-party design contract to provide engineering design services, including all reports required per WisDOT Facilities Development Manual (FDM).

### **Request for Qualification Submittal Information**

1. RFQ's should, at a minimum, include the following information, in the order as listed below:
  - (a) Completeness of RFQ
    - i. Firm's name, address, telephone, and contact person
    - ii. 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 the request for proposal.
  - (b) Personnel Experience
    - i. Brief history of firm.
    - ii. Proposed staff assigned to the project and their project role.
    - iii. Project team organizational chart preferred.
    - iv. For each staff assigned, submit their resume (limit two pages), including their area of expertise, certifications and licenses, and list specific, relevant experience with construction design of similar projects in the last seven years.
    - v. List of subcontractors and their personnel experience.
  - (c) Approach
    - i. Firm's observations on the project in general, specific details, potential cost savings, and/or key points in the design process.
    - ii. Firm's ability to meet design timeline for the project based on afore mentioned dates.
    - iii. Proposed staffing levels and activities.
    - iv. Proposed design should include aspects which minimize road closure timing during construction.
    - v. List of additional design services provided by firm.
    - vi. Proposed design should limit right of way impacts.
  - (d) Reliability of Firm
    - i. Examples of specific knowledge and expertise related to this type of work.
    - ii. Roundabout experience is required.
    - iii. References

- a. Provide a minimum 3, maximum of 6 references of similar size projects (preferably government accounts) that have been done by your firm in the last 7 years.
  - b. Include the contact person, address, and telephone number and email address of owners for which your firm has provided similar services.
  - c. Key personnel that worked on each project.
  - d. Include the start date and finish date for each reference for each project.
- iv. Successful completion of projects consisting of the same (or similar) scope, done by your proposed design team. Examples of fully constructed projects are preferred, but not required.

Firms responding to this request must provide at least three (3) references for clients who have contracted for similar roundabout design services from your firm in the last seven (7) years.

**EXHIBIT A**  
**STANDARD TERMS AND CONDITIONS**  
**FOR PROFESSIONAL SERVICES CONTRACTS**

These terms and conditions shall be incorporated into and made a part of all Professional Services contracts entered into between Racine County (hereinafter “the County”) and the consultant/contractor/provider (hereinafter “the Consultant”), references to both the County and the Consultant are hereinafter “the parties.” These terms and conditions shall take precedence and supersede any other terms and conditions which are not consistent with these terms and conditions.

1. **PERFORMANCE:** Consultant shall perform all services under any contract in a manner reflecting the standards within the industry.
2. **INTELLECTUAL PROPERTY:** Any documents or work product produced pursuant to any contract shall become the property of the County and shall be under the control of the County. Consultants shall be allowed to retain copies of said documents and work product.
3. **OWNERSHIP RIGHTS:** Any of the County’s documents which are provided to the Consultant to assist the Consultant in the performance of his or her work shall be returned to the County upon demand of the County or at the conclusion of the project, whichever comes first.
4. **ASSIGNMENT:** Consultant shall not assign, sublet, subcontract or transfer any of the services or interest under the contract without the prior written consent of the County.
5. **EQUAL OPPORTUNITY:** In connection with the performance of services under this contract, Consultant agrees not to discriminate against any employee, applicant for employment or person receiving services from the Consultant, pursuant to this contract because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, natural origin as those terms are described in state and federal law.
6. **STATUTORY COMPLIANCE:** The Consultant shall comply with all federal, state, local laws and regulations and requirements.
7. **INDEMNIFICATION:** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, the County and its officers, agents and employees from any and all claims, damages to person or property, lawsuits or liability (including but not limited to reasonable fees and charges of consultants, architects, attorneys, and other professionals, and reasonable court costs) resulting from the negligent acts, errors or omissions of the Consultant or any of the Consultant’s agents or employees in the performance of services under this contract.

To the fullest extent permitted by law, the County shall indemnify and hold harmless the Consultant and its officers, agents and employees from any and all claims, damages to person or property, lawsuits or liability (including but not limited to reasonable fees and charges of consultants, architects, attorneys, and other professionals, and reasonable court costs) resulting from the negligent acts, errors or omissions of Racine County or any of the County’s agents, or employees in the performance of services under this contract.

8. **CHOICE OF LAWS:** The laws of the State of Wisconsin shall govern this contract, the construction, interpretation and determination of the rights and duties of the parties under this contract.
9. **INDEPENDENT CONTRACTOR:** The Consultant shall be considered an independent contractor and not an employee of the County. The County agrees that the Consultant shall have sole control of the method, hours, work and time and manner of performance of this contract unless specifically stated. The County takes no responsibility for the selection, dismissal, supervision, direction or performance of Consultant's employees. Nothing contained in this contract shall create a contractual relationship with or cause of action in favor of a third party against either the County or the Consultant. The Consultant's services under this contract are being performed solely for the County's benefit, and no other entity shall have any claim against the Consultant because of this contract or the performance or nonperformance of services provided hereunder.
10. **TERMINATION:** Either party may at any time, upon seven (7) days prior written notice to the other party, terminate this contract. The County shall pay for any and all work performed up to the termination date. The County shall not pay any termination expenses or costs if the contract is terminated regardless of the reason for termination.
11. **INSURANCE:** The Consultant shall maintain at its own expense and provide Purchaser with Certificates of Insurance that provide the following coverage:
  1. Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
  2. Maintain general liability coverage including personal injury and property damage against any claim (s), which might occur in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for each occurrence for bodily injury and property damage including product liability and completed operations and two million dollars (\$2,000,000) in the aggregate. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) for each occurrence combined single limit for automobile liability and property damage and one million dollars (\$1,000,000) in the aggregate.
  3. Maintain an Umbrella policy with four million (\$4,000,000) dollar aggregate limit.
  4. Maintain professional liability insurance. Minimum coverage shall be one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate.

Racine County, and its officers and employees shall be named as additional insureds on

Consultant's general liability insurance policy for any negligent actions and/or omissions performed pursuant to this contract. All coverage enumerated above must be placed with an insurance carrier with an AM Best Rating of A-VIII or greater. Purchaser shall receive a 30-day notice of cancellation of any policy. A copy of Certificate of Insurance and the referenced policies shall be mailed to Purchaser within 60 days of the beginning of this contract.

Consultant is prohibited from waiving Purchaser's right to subrogation. When obtaining required insurance under this Agreement and otherwise, Consultant agrees to preserve Purchaser's subrogation rights in all such matters that may arise that are covered by Consultant's insurance.

12. **ACCESS:** The County shall arrange for safe access to and make all provisions for the Consultant and Consultant's agents and employees to enter upon public and private property as required for the Consultant to perform services under this contract.

Racine County expressly includes the following terms and conditions in its contracts for professional services:

1. **ARBITRATION:** There shall be no binding arbitration provisions in any contract between the County and the Consultant.
2. **LIMIT OF LIABILITY:** The Consultant's professional liability as part of the contract between the County and the Consultant is limited to an amount of \$50,000 or Consultant's fee, whichever is greater.
3. **ATTORNEY'S COSTS/FEES:** There shall be no provisions mandating the payment of either of the other party's attorney's fees which are the result of litigation arising out of contract disputes.

**ENTIRE AGREEMENT:** THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN THE CONSULTANT AND THE COUNTY. ANY AMENDMENTS TO THIS AGREEMENT SHALL BE IN WRITING AND EXECUTED BY BOTH PARTIES.

END OF DOCUMENT

INITIALS: \_\_\_\_\_

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