



REQUEST FOR PROPOSALS (RFP) OF ARCHITECTURAL & ENGINEERING SERVICES

## **MUNICIPAL FACILITIES CONDITION ASSESSMENT AND SPACE UTILIZATION STUDY**

The Village of Ashwaubenon (“Village”) is seeking proposals from qualified firms to perform a facilities condition assessment of three (3) Village-owned facilities to prepare a twenty-year maintenance plan based on those assessments.

All proposals shall be plainly marked “**MUNICIPAL FACILITIES CONDITION ASSESSMENT AND SPACE UTILIZATION STUDY**” and the name of the firm.

Qualified firms shall submit their proposal as identified by the Village’s “Request for Proposals.” Project and proposal specifications may be obtained / printed online at [www.ashwaubenon.gov](http://www.ashwaubenon.gov), or you may receive by email, or by calling the Village Manager’s office at (920) 492-2301. **Proposals must be received by 10:00 a.m. on June 12, 2024.**

The Village of Ashwaubenon 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 Village. After the Village Board has considered said proposals, an award will be made to the qualified successful firm.

Dated this 1<sup>st</sup> day of May 2024

Village of Ashwaubenon

Joel Gregozeski, Village Manager

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**VILLAGE OF ASHWAUBENON**

**REQUEST FOR PROPOSALS (RFP)  
OF ARCHITECTURAL & ENGINEERING SERVICES**

**MUNICIPAL FACILITIES  
CONDITION ASSESSMENT AND  
SPACE UTILIZATION STUDY**

**VILLAGE OF ASHWAUBENON**

**2155 HOLMGREN WAY**

**ASHWAUBENON, WI 54304**

**MAY 2024**

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## INTRODUCTION & PURPOSE

The Village of Ashwaubenon (“Village”) is seeking proposals from qualified firms to perform a facilities condition assessment of three (3) Village-owned facilities to prepare a twenty-year maintenance plan based on those assessments. The Project consists of conducting a thorough assessment of the current condition of the following municipal facilities:

- **2155 Holmgren Way (Village Hall, Public Safety Station #1)**
- **2153 Holmgren Way (Public Works Garage w/ various storage/yard facilities)**
- **1310 Pioneer Drive (Public Safety Station #2)**

The assessment will concentrate on the maintenance aspect of these facilities and Village-owned infrastructure and will identify any existing deficiencies and the costs to repair them and make specific recommendations for repairs both immediate and over a twenty-year period.

In addition, the qualified firm shall conduct a space utilization study to facilitate the maximum beneficial usage of the existing space and organization of the departments and help determine proper space requirements.

Ashwaubenon does not have a Village facilities condition assessment nor a long-range management plan in place. Since their construction, apart from occasional cosmetic changes, Village facilities have not been remodeled and/or upgraded for code compliance and current professional best practices.

A space utilization study is also required to better accommodate Village departments and provide optimum customer service to Ashwaubenon residents and visitors.

Space in the Administration wing is underutilized with large spaces that go unused while other spaces are cramped. The public facing entry is confusing and appears unwelcoming for newcomers. It lacks a sense of basic cues to orient the public to the departments they use most. The hallway space is institutional, aesthetically outdated, and underutilized. Security and access are a concern between staff and the public with many areas cordoned off or isolated.

The Public Safety wing is overutilized, at capacity, and has security concerns. The Village utilizes a fully consolidated public safety model to provide police, fire, and emergency medical services out of the Public Safety wing. Office space for administrative and support functions is cramped and inefficient. Police garage and vehicle parking space is cramped and inefficient. Fire and EMS operational areas are at capacity and do not incorporate current best practices for firefighter health and safety. Living quarters for public safety staff are at capacity. Evidence and property storage and processing facilities are inefficiently laid out and spread amongst several rooms and do not conform to best practices. There is no dedicated evidentiary vehicle storage or processing capability. There is no designated emergency operations center and continuity of operations is hampered by the obsolescence of Station #2. The geographic location of the Public Safety wing within the Village hampers response time to outlying areas.

The Public Works Garage heated parking cannot house the equipment needing climate-controlled storage. The carpentry shop has forestry staff stationed outside of it. The Parks and Forestry Department does not have a climate-controlled work area or break room. The truck wash is too narrow for heavy-duty vehicles and the salt brine storage makes the space even tighter, and shorter. The cold storage buildings on site are in adequate shape but more square footage is needed. Salt Storage Facilities are undersized and are not effective for current equipment. The roofs and the foundation of the salt domes need major repairs.

The Village of Ashwaubenon's Station #2 on Pioneer Drive, built almost 47 years ago, no longer efficiently supports current fire & rescue operations. The structure's roofing, doors, finishes, MEPs, etc. may also be reaching the end of expected life. This study proposal aims to identify whether the building is viable for renovation into modern use.

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 that best fulfills the needs of the Village of Ashwaubenon.

# COMMUNITY & ORGANIZATION SUMMARY

## The Community

Ashwaubenon is a vibrant suburb of Green Bay surrounding historic Lambeau Field. While just 17,836 residents call it home, this regional hub to shop, work, and play grows to over 35,000 during the day. While it is a football town at heart, and the Green Bay Packers are an active member of the community, a large regional shopping district, the Resch Center (sports and entertainment arena), the Resch Expo (exposition hall), a performing arts center, a competitive collegiate baseball, and soccer stadium and the Epic Event Center (concert venue), provide loads of entertainment to both locals and tourists year-round.

The Village employs 127 permanent full and part-time career staff. In addition, the Village hires an additional 200-250 temporary/seasonal employees throughout the course of each calendar year.

Ashwaubenon is governed by a seven-member Village Board. A professional Village Manager is appointed by the Village board to act as the chief administrative officer for the Village. Village Administration includes many smaller departments including Assessor, Building Inspection, Clerk, Code Enforcement, Community Development, Engineering, Finance/ Treasurer, GIS / Mapping, IT, Legal Services, Water & Sewer Utilities.

## SCOPE OF SERVICES

Provide detailed inspections and assessments of all facilities and major components as specified herein by architectural, building trades, and/or engineering professionals or other equivalent facility assessment professionals to produce an accurate analysis that identifies visible and discernable (through non-destructive means) components and elements requiring maintenance or other planned action. The project team ideally would include a company office within the State of Wisconsin and must include a professional cost estimator with similar work experience and local knowledge of cost rates in the greater Green Bay Area.

The complete study will consist of the following phases:

- Phase I Facility Assessment Planning
- Phase II On-Site Facility Condition Assessment
- Phase III Analysis of Facility Conditions Assessment Information
- Phase IV Facility Condition Assessment Report & Presentation
- Phase V Space Utilization Study

### Phase I - Facility Assessment Planning

The contractor will provide a project memorandum for review and approval by the Village which briefly explains what is to be included in the assessment and a proposed schedule. The contractor will also review current asset information with Village staff. Copies of the building floor plans and maintenance history records where available will be made available to the contractor.

## Phase II - On-Site Facility Condition Assessment

Conduct a detailed on-site condition assessment for each facility. The assessment should be structured and include all necessary information to assign an industry-standard building system classification.

The on-site assessment will include entering accessible roof tops, crawl spaces, and attic spaces.

The on-site assessment will be performed using both component-level and system-level inspection methods. The assessment team(s) will evaluate each asset to determine whether there is sufficient evidence to warrant complete replacement of the system, or if repairing only portions of the system is preferable or more cost-effective.

The following minimum assessments will be accomplished:

1. Identify all major maintenance, repair, and replacement requirements including recommendations for green or more efficient operations.
2. Recommend upgrades and improvements where applicable, considering efficiency and environmental improvements.
3. Perform a thorough visual assessment of all architectural, civil/structural, mechanical, electrical, fire, plumbing, and sewer components/systems of each facility.
4. Identify and report all significant civil, structural, roofs, mechanical and electrical deficiencies and recommended upgrades and improvements.
5. Identify and immediately report to the Village components or situations that are considered urgent (endangering life and/property).
6. The facility condition assessments will focus on the following property elements:
  - a. Substructure – foundations, basements
  - b. Building envelope – exterior siding, curtain wall windows, exterior doors, windows
  - c. Interior Construction - walls, doors, flooring, visible structural components, ceilings and ceiling systems
  - d. Interior Finishes: Flooring, wall coverings, ceiling tiles
  - e. Lighting
  - f. Health/Fire/Life Safety systems, emergency egress lighting
  - g. Disabled Accessibility – ADA requirements
  - h. Heating, Ventilation and Air Conditioning
  - i. Plumbing Systems
  - j. Building Electrical and Service Distribution
  - k. Site Electrical and Service Distribution
  - l. Fire Suppression
  - m. Special Electrical Systems and Emergency Power
  - n. Roadways, parking lots, sidewalks, exterior lighting
  - o. Water (not irrigation), sanitary and storm sewers
  - p. HVAC Building Control Systems
  - q. Security System
  - r. Inventory and provide a spreadsheet of all maintainable equipment and systems within each building. The spreadsheet shall at a minimum provide the following information:
    - i. Equipment Type
    - ii. Location
    - iii. Function and area served
    - iv. Manufacturer

- v. Model Number
- vi. Serial Number
- vii. Capacity if applicable
- viii. Estimated remaining life
- s. Maintainable equipment includes but is not limited to the following types of items:
  - i. Building and HVAC Controls
  - ii. Boilers
  - iii. Chillers
  - iv. Cooling Towers
  - v. Ducts
  - vi. Lighting
  - vii. Package HVAC Units
  - viii. Major Exhaust Equipment
  - ix. Water Heaters
  - x. Air Handling Units and Controls
  - xi. Overhead Doors/Sliders
  - xii. Security Alarm Systems and Duress Equipment
  - xiii. Compressors/Refrigeration
  - xiv. Fire Alarms and Pumps
  - xv. Pumps
  - xvi. Electrical Service Equipment

**Phase III - Analysis of Facility Condition Assessment**

The contractor shall conduct an onsite facility assessment to evaluate, analyze, and identify deficiencies and projects. Each deficiency and project shall be prioritized and classified as noted below:

- a. Deficiency Priorities
  - Each deficiency and project shall include the following decision-making classifications prioritizing each action according to its criticality and classification type:

**Priority 1 Essential Improvement**

Conditions in this category require immediate action to:

- Correct a cited safety hazard
- Stop accelerated deterioration
- Return a facility or equipment to operation

**Priority 2 Potentially Essential Improvements**

Conditions in this category, if not corrected expeditiously, will become critical within a year. Situations within this category include:

- Intermittent operations
- Rapid deterioration
- Potential life safety hazards



**Priority 3 Necessary - Not yet critical**

Conditions in this category require appropriate attention to preclude deterioration or potential downtime and the associated damage or higher costs if deferred further.

**Priority 4 Recommended**

Conditions in this category include items that represent a sensible improvement to existing conditions. These are not required for the most basic function of the facility.

**Priority 5 Appearance**

Conditions in this category include finishes that have deteriorated and are required to maintain the required aesthetic standards.

**Priority 6 Does Not Meet Current Codes/Standards - “Grandfathered”**

Conditions in this category include items that do not conform to existing codes, but are “grandfathered” in their condition. No action is required at this time, but should substantial work be undertaken in contiguous areas, certain existing conditions may require correction to comply with current code standards.

b. Capital Requirements Classification Categories

Each deficiency and project identified in the field assessment shall be further classified in the following manner:

**Category 1 – Security**

When a system requires replacement due to a security risk or requirement.

**Category 2 - Scheduled Maintenance**

Maintenance that is planned and performed on a routine basis to preserve the condition.

**Category 3- Deferred Maintenance**

Maintenance that was not performed when it was scheduled or is past its useful life resulting in immediate repair or replacement.

**Category 4 - Capital Renewal**

Planned replacement of building systems that have reached the end of their useful life.

**Category 5 - Energy & Sustainability**

When the repair or replacement of equipment or systems are recommended to improve energy and sustainability performance.

2. The contractor’s analysis will include the calculation of the overall facility condition index (FCI) for each building. An FCI will provide a simple measure of the relative condition of a facility. The FCI is the ratio of the deficiencies (regular and deferred maintenance, and repair and replacement cost) to the current replacement value.

$$FCI = \frac{\text{Deficiencies}}{\text{Current Replacement Value}}$$

3. The contractor shall develop a twenty-year expenditure plan, which is a schedule of all capital expenditures and actions required to maintain and repair facilities, unconstrained by available funding limitations.

#### **Phase IV - Facility Condition Assessment Report**

Using the data collected during the on-site facility condition assessment and analysis phase, the contractor shall provide a separate comprehensive condition assessment report for each facility.

The reports shall contain the following minimum information:

1. Capital requirement costs summarized by Priority.
2. Calculation of the Facility Condition Index (FCI) for each building.
3. Multi-year annual expenditure forecast for each building.
4. A detailed description of building assets and equipment detailing the observed condition and deficiency cause providing recommendations to correct the deficiency.
5. A list of the information provided and collected for each asset, such as equipment type, manufacturer, model number, serial number, capacity and year installed in excel.
6. Digital photographs for each facility and each piece of equipment inventoried. Exterior photographs will be used for identification and documentation of structural problems, major deficiencies or special conditions. Interior photographs will be used to document critical or unusual conditions. Photographs will be used to explain and / or justify the prioritization of corrective actions.
7. A schedule of annual forecast expenditures itemizing each deficiency against each asset classification of the total cost for the actions required to correct the deficiencies for each facility by building system.

#### **Phase V - Space Utilization Study**

The following tasks shall be performed to complete the space utilization study:

1. Interview key Village staff on the operations of their respective Departments. Document facility needs in terms of:
  - a. Functions and activities
  - b. Level of public interface, counters, service, and security
  - c. Staff assignment, roles, relationships
  - d. Furnishing, fixtures, and equipment
  - e. Meeting and conferencing spaces, including Village Board Room and Municipal Court
  - f. Election and polling location spaces
  - g. Mail, copy, supplies, records storage needs
  - h. Secured activity spaces
  - i. Onsite employee health clinic
  - j. Vehicle and apparatus storage
  - k. Fleet composition
  - l. Crew and operator equipment
  - m. Repair, carpentry, and other trade shops
  - n. Parts storage and deliveries
  - o. Fixed shop maintenance equipment
  - p. Bulk storage needs, cold and heated
  - q. Yard facilities: fueling, salt shed and brine, stockpiling, drop-off

- r. Public safety facilities: police and support vehicle storage, evidence and property processing and storage, training space, records processing and storage, fire apparatus bay capacity and safety, bunk room facilities, administrative and support service office space, geographic location of public safety facilities
2. Gather staff input on changes in staffing and equipment over the next 10 years.
  3. Meet with staff to observe the flow of work internally and with the public. Recommend the best relationship network of room groupings.
  4. Develop an Optimal Room Tabulation Program that identifies the needed space and configuration for major rooms. Compare recommended square feet against existing square feet and identify deficits of square feet.
  5. Establish interior upgrade criteria for: ceiling heights, lobbies, door clearances, drive aisle clearances, equipment needs and accessibility of equipment and parts.
  6. In a workshop format, gather input from Village staff on the interior aesthetics, finishes, lighting, customer service desks, lobby furniture, signage, public interface, security, and flow between functions. Recommend design criteria for an interior finish upgrade.
  7. Review and recommend upgrades on informational displays, internet access, communications, camera systems, entry security and building controls.
  8. Opportunities for sustainability and energy efficiency program. Review various “green” or sustainable technologies that can be incorporated in an upgrade.
  9. Assess how the facilities can meet future trends in: Village growth and service levels, levels of security, pandemic restrictions, sustainability and resilience practices, demographics, staff attraction and retention, workplace health and safety, premises security, shop practices, infrastructure operations and maintenance changes, vehicle composition and electric or alternative fuel vehicles.
  10. Assess how the facilities can meet current standards for Fire Department Occupational Safety, Health and Wellness as outlined in NFPA 1500 and related standards and best practices.
  11. Assess how the facilities can meet current standards and best practices for law enforcement property and evidence storage and processing as outlined in the International Association for Property and Evidence Professional Standards (January 2024 ed.)
  12. Assess the capability of current village facilities to support disaster resilience, recovery, and continuity of operations.
  13. Create and submit a Space and Facility Needs Program Plan document that includes anticipated facility needs, gross and net square footage requirements, potential shared function opportunities, parking requirements, security consideration, and other recommended components to the Village for review.
  14. Provide a PowerPoint presentation summary and presentation to the Village Board or Committee.
  15. Up to three onsite meetings will be provided during this task.

# SUBMITTAL INSTRUCTIONS & GENERAL CONDITIONS

## *Submittal Instructions:*

**Please provide one (1) digital copy of the proposal via email only to:**

Joel Gregozeski, Village Manager

2155 Holmgren Way, Ashwaubenon WI 54304

Or by email at: [jgregozeski@ashwaubenon.gov](mailto:jgregozeski@ashwaubenon.gov)

**Proposals must be received by 10:00 a.m. on June 12, 2024.**

Proposals will be accepted on or before the deadline identified above. Proposals received after that date and time will be rejected. Proposals will not be opened publicly.

Questions regarding this RFP should only be directed to the Village Manager. Contact with elected officials, committee members and other staff members is grounds for disqualification.

## **General Submittal Conditions**

There is no expressed or implied obligation for the Village to reimburse responding firms for any expenses incurred in preparing proposals in response to this request for proposals.

Materials submitted by respondents are subject to public inspection under the Wisconsin public records law.

The Village of Ashwaubenon 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 Village.

During the evaluation process, the Village reserves the right, where it may serve the Village's best interest, to request additional information or clarification from contractors, or to allow corrections of errors or omissions. At the discretion of the Village, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The Village reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Village and the firm selected.

It is anticipated that Village staff will complete their review of proposals and announce a recommendation to the Village Board by or around June 2024. Thereafter, it is anticipated that the Village will consider the award of a contract and approve the execution of the same in July 2024 (dependent upon funding availability). The Village reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items.

# PROPOSAL FORMAT & CONTENT

The proposal must include the following information. Submittals will include the requested information in the order noted and tab/bookmark separated for clarity:

## 1. Transmittal Information

- a. Firm's name, address, telephone number and lead contact person.

## 2. References/Experience

- a. Three client references for similar projects in size and scope successfully completed by the proposing firm or individual within the last five years. Briefly describe each project and for each reference provide up-to-date individual contact name with e-mail and phone number.
- b. Describe qualifications and experience to perform the work described in the Scope of Work. Experience should include direct experience with the specific subject matter, noting state or local government experience if applicable. Include information and examples which demonstrate successful and reliable past performance.

## 3. Qualifications/Experience of Key Personnel

- a. Qualifications and experience of key personnel who will be assigned to this project. This includes personnel to perform management of the project and individuals that will have the most contact with the Village during this project and any proposed subcontractors. Identify each by their proposed role and include for each their name and up-to-date, pertinent resume.
- b. If the project is to be accomplished through an affiliation or joint venture, the names and addresses of those firms must be furnished, including the roles and responsibilities for each. Additionally, for each affiliated firm or joint venture participant, the information regarding experience and qualifications described in (a) above, must be provided.

## 4. Plan Approach and Timeline

- a. A descriptive narrative of your understanding and proposed approach to successfully perform the project, including a specific description or list of any exceptional, value-added features or capabilities beneficial to the Village the proposal brings to the project.
- b. Provide a proposed work plan which includes a detailed outline of the time commitment for each phase of the scope of work broken down by tasks, milestones and duration.
- c. Provide a sample report of a previous similar project.

## 5. Cost

- a. Provide an hourly rate for each project team member and a detailed analysis of the direct hours by task and position to satisfactorily provide, at a minimum, the construction

inspection services outlined in the scope of services. Cost should be broken down by building.

- b. Please note there will be no reimbursement for travel time, meals, or mileage; these incidental costs should be included in the hourly rates. Only document reproduction costs will be reimbursable.
- c. The compensation proposal should include a total all-inclusive maximum bid price (hereinafter referred, "Not to Exceed Sum") which accounts for all anticipated costs, both direct and indirect.
- d. Describe the circumstances under which you would propose to modify the fees, and how you would communicate such a potential modification to the Village of Ashwaubenon.

#### **6. Contract**

- a. Please attach a copy of your standard contract for these types of services in the email submitting the proposal.

#### **7. Insurance**

- a. The proposal must include either a description of the firm's insurance or a certificate of insurance outlining the firm's insurance policies which evidence compliance with the requirements noted in the Terms and Conditions section of this RFP.

## SELECTION CRITERIA

Village staff will consider the following in evaluation of the proposals:

1. Past record of performance of the contractor and team on similar projects.
2. Quality and content of the written proposal.
3. Experience and technical competence of the contractor and project team assigned to the project.
4. The contractor's approach to the project, including the Village's confidence in the vendor's ability to satisfactorily perform the work.
5. Cost.

## TERMS AND CONDITIONS

### **Payment Terms**

All invoices for services will be processed within 30 days, pending verification and the receipt of any required documentation of services provided in accordance with the terms of the agreement. If the approved service agreement identifies labor services to be paid hourly, invoice must specify deliverable(s) completed and performed as well as any additional costs for equipment or materials. Invoice will be paid upon completion of each phase unless specified differently in the service agreement. If the approved service agreement identifies annual flat fee for services, the Village ask to receive monthly invoices based on equal installments over the contract period.

### **Insurance**

The successful firm shall agree that it will, at all times during the term of the agreement, keep in force and effect insurance policies required by the contract, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the Village. Such insurance shall be primary. Prior to execution of the written contract, the successful firm shall furnish the Village with a Certificate of Insurance listing the Village as an additional insured and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty (30) days advance notice of cancellation or nonrenewal during the term of the agreement. Failure to submit an insurance certificate, as required, can make the contract voidable at the Village's discretion. Additionally, the Firm shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor and approved by the Village of Ashwaubenon.

### **Nondiscrimination**

In connection with the performance of work under this agreement, the successful firm agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry. This provision must be included in all subcontracts.

**Assignment or Subcontract**

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

**Independent Contractor Status**

The firm agrees that it is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

**Amendments to Contract**

The contract may be modified only by written amendment to the contract, signed by both parties.

**Waiver**

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

**Indemnification and Defense of Suits**

The successful firm agrees it shall indemnify, hold harmless, and defend the Village, its officers, agents and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the firm, its employees, agents or subcontractors.

**Termination of Contract**

To be defined in the contract document.

**Professional Services Contract**

If your proposal is accepted and a contract is issued, then this Request for Proposal and all documents attached hereto including any amendments, the firm's technical and price proposals, and any other written offers/clarifications made by the firm and accepted by the Village, will be incorporated into a contract between the Village and the firm, it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be determined to exist or bind any of the parties hereto.



The submission of a proposal shall be considered as a representation that the firm has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect, or may at some future date affect the performance of this contract.

Acceptance of this proposal will take place only upon award by the Village Board, execution of the contract by the proper Village officials, and delivery of the fully-executed contract to the firm. Acceptance may be revoked at any time prior to delivery of the fully-executed contract to the successful firm. The contract may be amended only by written agreement between the firm and the Village of Ashwaubenon.