



**City of River Falls
Request for Proposals (RFP)
North Main Sidewalk Construction
Issue Date: September 8, 2023**

Project Summary

The City of River Falls (City) is soliciting proposals from contractors to assist the City in constructing approximately 750 feet of sidewalk. Proposals will be reviewed by a selection committee chosen by the City Engineer.

Submittal Deadline

All responses shall be emailed in a single PDF to Adam Martinson, City of River Falls Municipal Project Manager, at amartinson@rfcity.org no later than the end of the day on **Wednesday, September 27, 2023**.

Background and Project Extent

The City is intending to construct approximately 750 feet of sidewalk and ramps on the east side of North Main Street from Mound View Road north to East Pomeroy Street. City crews will complete rough grading and storm sewer work prior to or concurrently with the sidewalk construction.

Sidewalk shall consist of 5' wide panels, with a thickness of 4" except at driveways which require 6". Additionally, 3 ADA compliant pedestrian ramps are needed. These will require natural domes and some replacement of adjacent curb. Contractor must also perform fine grading, seeding, and mulching as needed adjacent to the new sidewalk.

Further specifications are shown on the attached Figure illustrating the project site.

Minimum Scope of Services for Successful Firm

The scope of this project is to install a complete five-foot-wide concrete sidewalk from East Pomeroy Street to Mound View Road including a connection to the Main Street crosswalk to Powell Avenue. Contractor to verify all quantities. The work includes the following approximate quantities of work:

4" Thick, 5' Wide Concrete Walk	700 Feet
6" Thick, 5' Wide Concrete Walk	50 Feet
ADA Ped Ramp with Natural Domes...	3 Each
Finish Grade & Seed Adjacent to Walk	Lump Sum

Submittal Format

The Contractor’s submittal shall include the following components:

Cover Letter – Provide 1-page summary of the Contractors interest, ability, and qualifications related to the project. Include a statement of availability to proceed with the work within the Project Timeline described in this document, a proposed project schedule, and a lump-sum project cost quote.

Project Timeline – Final completion of the project is required no later than November 1, 2023.

Construction Contract – Selected contractor shall enter into the Construction Contract attached to this RFP.

Bid Bond – All proposals shall be accompanied with a bid bond equal to 5% of the lump-sum project cost quote. A certified check may be substituted for a bid bond and will be returned to unsuccessful bidders on September 28th and the successful bidder upon Construction Contract signature by the City.

Selection Process and Criteria

The City staff will review submitted proposals for conformance with the RFP and score the submitted RFPs according to the selection criteria in the table located below. The intent of the selection criteria is to select the most qualified, responsive, responsible and cost-effective firm based on the identified needs of the City.

In all cases, the City reserves the right to select a contractor and award a contract that is in the best interest of the City and the project.

The City intends to recommend a contractor to City Council on October 10, 2023. This timeline may be subject to change.

Public Advertisement of RFP

This RFP will be advertised in the Pierce County Journal and any interested firms may download a copy of this document from www.rfccity.org.

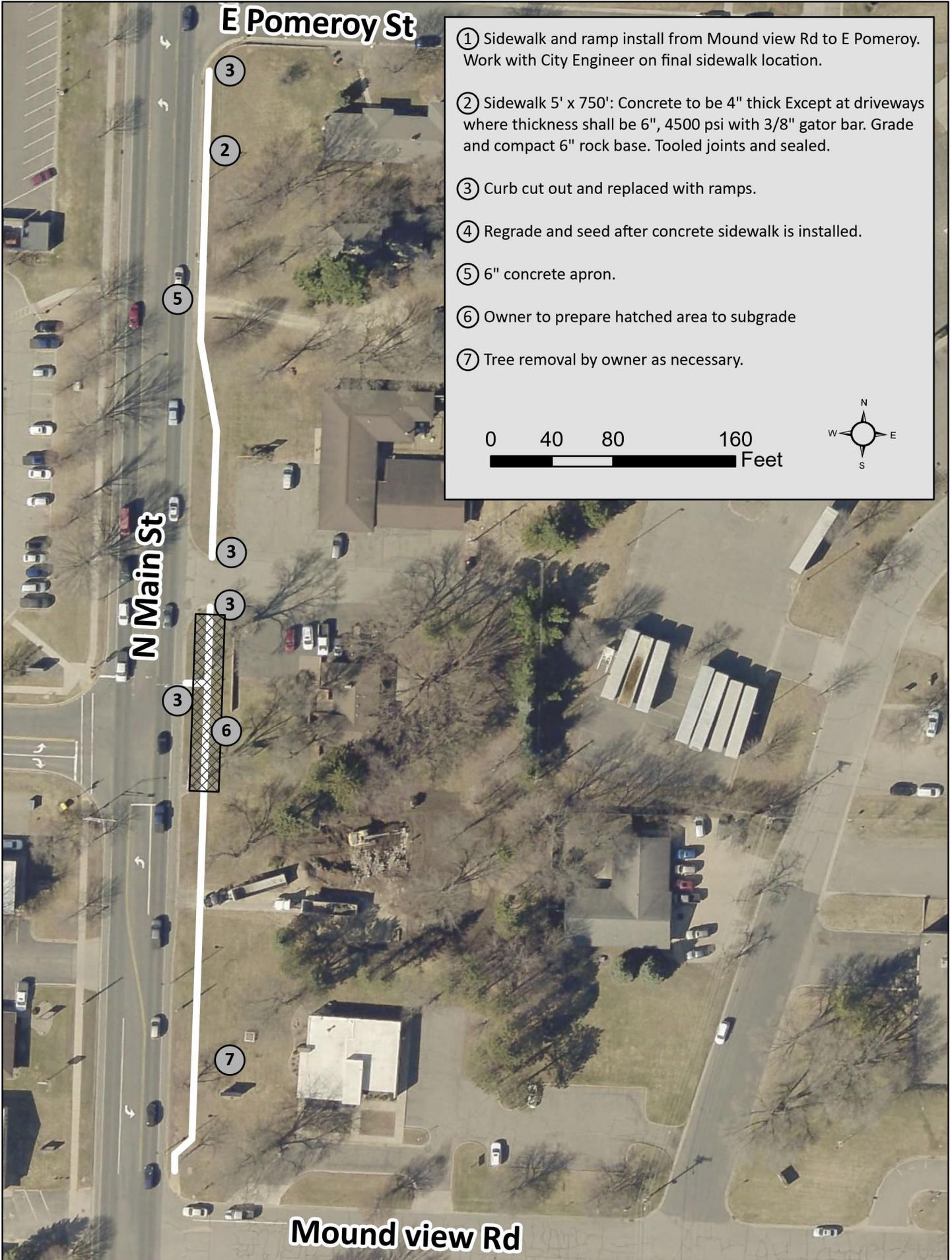
Selection Criteria Scoring Rubric

Selection Criteria	Maximum Points	Points Awarded
Construction Experience		
Experience and reputation of the contractor.	25	
Proposal Cost		
Budgetary considerations are important to the City.	75	
TOTAL SCORE	100	

Enclosures:

1. Figure entitled “North Main Sidewalk Construction”.
2. Construction Contract (Includes City Insurance Requirements).

North Main Sidewalk Construction



CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (this “*Agreement*”) entered into this _____ day of _____, 2023 (the “*Effective Date*”), by and between the City of River Falls, a Wisconsin municipal corporation (“*Owner*”) and _____ (“*Contractor*”).

Contractor agrees to perform North Main Street Sidewalk Construction (“*Project*”) to the building of Owner located at North Main Street from Mound View Road to East Pomeroy Street pursuant to the terms of the Contract Documents:

1. The Contract Documents for the Project consist of:
 - a. This Agreement.
 - b. The plans, specifications and drawings required in said Proposal for the Project.
 - c. Any change orders or contract amendments agreed in writing between the parties.

Any variations between this Agreement and any other Contract Document shall be resolved in favor of this Agreement.

2. Change Orders: Changes in the work may be accomplished without invalidation of this contract by change orders. The change orders shall be based upon written agreement between the Owner and Contractor which either: indicates a change in the work; and/or the amount of the adjustment in the contract sum, if any; and/or the extent of the adjustment to the contract time, if any. Any modification to the above items will require the execution of a written change order by the parties.

3. Time of Project: The Project shall be completed before November 1, 2023. The Contractor, promptly after being awarded the contract, shall prepare and submit for the Owner's information a Contractor's construction schedule for the work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the work.

Time limits stated in the Contract Documents are of the essence of the contract. By executing the agreement, the Contractor confirms that the contract time is a reasonable period for performing the work.

4. Project Price and Payments: The Project price will be in the sum not to exceed \$_____ subject to such adjustments as authorized herein, including those which may arise by Owner's election of certain alternatives authorized in the Proposal or change orders agreed upon (the contract sum). Payment shall be made within 21 days of receiving a final invoice for all work performed.

The Contractor warrants that title to all work will pass to the Owner no later than the time of payment. The Contractor further warrants that, at the time of payment, the work shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors,

material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the work.

5. Quality of Service: The Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy completeness and coordination of all reports, designs, drawings, specifications, field data, and other items and services furnished under this contract. The Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in performing its services. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its reports, drawings, specifications and other services.

6. Substantial Completion and Warranties: Substantial completion is the stage in which the progress of the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the work area for its intended use.

If within one (1) year after the date of substantial completion of the work or designated portion thereof, or after the date for commencement of warranties established under this agreement or by terms of an applicable special warranty required by the Contract Documents, any of the work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one (1) year shall be extended with respect to portions of work first performed after substantial completion by the period of time between substantial completion and the actual performance of the work. This obligation under this section shall survive acceptance of the work under the contract and termination of the contract. The Owner shall give such notice promptly after discovery of the condition.

The Contractor warrants to the Owner that materials and equipment furnished under the contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Contractor shall also pass on to Owner all guarantees and warranties of material or services obtained by Contractor on the Project.

7. Responsibility of and Supervision of Work by Contractor:

a. The Contractor shall supervise and direct the work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract, unless Contract Documents give other specific instructions concerning these matters.

b. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the work under a contract with the Contractor.

c. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work. Owner agrees to furnish water, heat, gas and electric reasonably necessary for the completion of the Project work on site.

8. Owner Review and Approval: Unless otherwise agreed to by express written statement in the Contract, Owner's review and approval of specifications, drawings, and related documents developed by the Contractor for the contract, shall in no way or manner relieve or lessen Contractor's responsibility under the contract for the professional quality, technical accuracy, and completeness of such documents.

If the Contractor is required to provide design documents in connection with the contract, complete and accurate documents shall be submitted in sufficient time for review and/or approval by Owner prior to the anticipated start of work affected by such documents. Once the design documents have been reviewed/approved by Owner, the Contractor shall not make any changes in design documents without the prior written consent of Owner.

9. Independent Contractor: During performance of this contract, the Contractor shall be an independent contractor and not an agent of Owner. The Contractor shall supervise the performance of its own services and shall have control of the manner and means by which its services and Contractor's Subcontractor's services are performed, subject to compliance with the contract for services and any plans, specification or schedules approved by Owner.

10. Indemnity: The Contractor shall indemnify and save Owner, its employees, agents and affiliates harmless from and against any and all costs (including but not limited to litigation expenses and attorney's fees), liabilities, fines, penalties, damages, claims, actions or proceedings whatsoever for injury to persons (including death) or damage to property, but not limited to property of Owner, due to the negligent acts or omissions of the Contractor, its employees, agents, subcontractors or those under its control.

11. Insurance Coverage: The Contractor shall purchase and maintain such insurance coverage as set forth in the attached Exhibit A. The Owner shall be named as an additional insured in accordance with the provisions of the attached Exhibit A. No performance bond is required of Contractor.

Current certificates of insurance acceptable to Owner shall be filed with Owner prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies shall not be cancelled until thirty (30) days prior written notice has been given Owner.

Insurance specified herein shall be minimum requirements, and Contractor is responsible for providing any additional insurance deemed necessary to protect Contractor's interests from other hazards or claims in excess of the minimum coverage. The liability of Contractor to Owner is not limited to Contractor's insurance coverage.

12. Ownership of Documents: All reports, designs, drawings, manuals, product instructions, specifications, field data, and other documents or other items arising out of the Contract for services shall be delivered to Owner and may be used by Owner as required. These documents shall be delivered in the form specified in the Contract Documents and, if not specified, then as received by Contractor.

13. Termination: If the Contractor is not in default of any of its obligations hereunder, and the performance of services is stopped through any wrongful act or neglect of Owner, or Owner fails to make any payment to the Contractor when due, the Contractor may give written notice to Owner of its intent to terminate performance, specifying the grounds therefor. If Owner fails within a reasonable time to cure the act or neglect specified in said notice, or fails within ten (10) days from receipt of said notice to make the payment identified therein as past due, contractor may then terminate performance of its services and recover payment from Owner for all services previously performed under the contract. The Contractor shall not be entitled, however, to recover for any anticipated profit or fee on unperformed services.

If the Contractor fails to fulfill any of its contract obligations, Owner may terminate the contract for services, in whole or in part, upon reasonable written notice to the Contractor and Contractor's failure to timely cure such default and may take over and arrange for completion of the performance of the Contractor's services. The Contractor shall be liable to Owner for all additional, reasonable costs incurred by Owner for such completion of the performance.

14. Miscellaneous:

a. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

b. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the contract. At completion of the work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

c. The Contractor shall pay sales, consumer use and similar taxes for the work or portion thereof provided by the Contractor which are legally required. The Contractor shall take advantage of and pass on to Owner any tax savings which may result from Owner's ability to furnish Contractor with sales exemption certificate. A copy of the Owner's sales exemption certificate is attached hereto as Exhibit B.

15. Force Majeure: Provided that timely written notice thereof is given to Owner, Contractor shall not be liable for delays in performance of services or failure to complete them due to cause not reasonably foreseeable by Contractor or its Subcontractors, which are beyond Contractor's or its Subcontractor's reasonable control, such as acts of God, acts of civil or military authorities, government priorities, fires, strikes, floods, epidemics, war or riot. In the event of any such delay, Contractor's sole remedy shall be a time extension for the date of completion, for a period equal to the actual time lost due to the excusable delay after receipt of notice by Owner.

16. Governing Law: The definition of terms used, interpretation of the contract and the rights of the parties thereunder shall be construed under and governed by the laws of the State of Wisconsin.

17. Notices: All written notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement may be served (as an alternative to personal service) by electronic mail, registered or certified mail, or overnight courier. Any such notice or demand so served by registered or certified mail shall be deposited in the United States Mail with postage thereon fully prepaid and addressed to the party to be served at the addresses set forth below. Service of any such notice or demand so made by mail shall be deemed complete three (3) days after the day of mailing; and serving of notice by facsimile or electronic mail shall be deemed served upon receipt of evidence of successful transmission. Further, any such notice may be made by Federal Express (or other reputable overnight courier service), which shall be effective one (1) business day after delivery to such overnight courier, at the addresses indicated below.

a. To Contractor at the following address:

b. To Owner at the following address:

City of River Falls
Attn: City Engineer
222 Lewis Street
River Falls, WI 54022
tnickleski@rfcity.org

18. Acceptance: Unless otherwise expressly stated in the contract for services, any acceptance of the work, or portion thereof must be in writing. Acceptance shall not relieve the Contractor of any of the conditions of this contract for services; nor shall payment, in whole or in part, constitute acceptance of the work.

19. Entire Agreement: The Contract Documents constitute the entire agreement of the parties hereto, and supersedes any previous agreement or understanding. It may not be modified except in writing via memorandum of change executed by both parties. Any services performed by the Contractor, at the direction of Owner, and any action taken by Owner prior to the signing of this contract, in anticipation of such signing, shall be deemed to have been performed under this contract.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Construction Contract to be effective as of the Effective Date.

OWNER

CONTRACTOR

By: _____

Name:

Title:

By: _____

Name:

Title:

EXHIBIT A
Insurance Requirements
(see attached)

A. INSURANCE.

1. Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the City of River Falls, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

2. Minimum Requirements

a. Workers' Compensation Insurance and Employer's Liability Insurance:

1) The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

2) Required Limits:

a) Coverage A - Coverage will include Statutory requirements

b) Coverage B - Employers Liability

(1) \$500,000 Each Person

(2) \$500,000 Each Person by Disease

(3) \$500,000 Policy Limit – Disease

b. General Liability Insurance:

1) The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting contractor and the City of River Falls against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by contractor or by any subcontractor or anyone directly or indirectly employed by either of them.

2) Commercial General Liability (form CG0001 or equal) with minimum limits of:

a) \$2,000,000 Each Occurrence

b) \$2,000,000 Personal Injury

c) \$2,000,000 Products/Completed Operations

d) \$2,000,000 General Aggregate

3) Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.

4) There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.

5) Coverage shall also include Products/Completed Operations (CG2037 or equivalent)

6) City of River Falls shall be named as Additional insured (CG2010 or equivalent).

7) The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 2503 or equivalent).

c. Automobile Liability Insurance:

- 1) The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect contractor against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for contractor in any capacity in connection with the carrying out of this contract.
- 2) The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
 - a) Bodily Injury and Property Damage - \$1,000,000 Combined Single Limit

d. Builder's Risk Insurance: (For Building Construction Contracts Only)

- 1) Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to the City of River Falls and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with the City of River Falls by the time work on the building begins and such insurance shall be subjected to the approval of the City of River Falls.

e. Minimum Scope of Insurance:

- 1) All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Wisconsin and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City of River Falls.

f. Certificate of Insurance:

- 1) All Certificates of Insurance shall be filed with the City of River Falls on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing the City of River Falls is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of River Falls thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

EXHIBIT B
Sales Tax Exemption Certificate
(see attached)



WISCONSIN DEPARTMENT OF REVENUE
 PO BOX 8902
 MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK ROAD PO BOX 8902
 MADISON, WI 53708-8902
 ph: 608-266-2776 fax: 608-327-0232
 email: DORRegistration@wisconsin.gov
 website: revenue.wi.gov

Letter ID L0774118992

CITY OF RIVER FALLS
 222 LEWIS ST STE 202
 RIVER FALLS WI 54022-2127

May 7, 2021
 Batch Index: 195414528-670

This is your Wisconsin Sales and Use Tax Certificate of Exempt Status (CES). Purchases made by your organization or entity are taxable unless you provide the seller a fully completed Wisconsin sales and use tax exemption certificate (Form S-211 or S-211E), listing the CES number shown below.

If your organization makes sales subject to sales tax, it may need a seller's permit. Information on registration requirements can be found in Publication 206, Sales Tax Exemption for Nonprofit Organizations.

Forms and publications can be obtained through our website at revenue.wi.gov or through our forms ordering line at (608) 266-1961. Many questions can be answered by reviewing the Common Questions pages on our website. You may also contact us by telephone at (608) 266-2776 or by email at DORRegistration@revenue.wi.gov.



**WISCONSIN SALES AND USE TAX
 CERTIFICATE OF EXEMPT STATUS (CES)**
 (Governmental, Religious, Charitable, Scientific or Educational Organization)

Sales to this organization or entity are exempt from Wisconsin sales and use tax under sec. 77.54(9a) and 77.55(1), Wis. Stats.

This certificate is valid unless cancelled by the Wisconsin Department of Revenue.

CES NUMBER	008-1020421156-05
DATE ISSUED	9/10/1998

IMPORTANT:

Purchases made by your organization are taxable unless you furnish your supplier with the CES number shown above. Sales by your organization may be subject to tax. If your organization makes taxable sales, it may be required to obtain a seller's permit and remit sales tax to the Department of Revenue.

Questions: Contact the Department of Revenue by telephone at (608) 266-2776, FAX (608) 327-0232, email DORRegistration@wisconsin.gov, or at our website revenue.wi.gov

CITY OF RIVER FALLS
 222 LEWIS ST STE 202
 RIVER FALLS WI 54022-2127