



City of River Falls
Request for Proposals (RFP)
Utility Locating Services
Issue Date: November 17, 2023

Project Summary

The City of River Falls (City) is soliciting proposals from qualified consultants to provide the necessary labor and equipment for services relative to locating and marking the City's underground facilities. Proposals will be reviewed by a selection committee chosen by the utility director.

Submittal Deadline

All responses should be emailed in a single PDF to Utility Administrative Assistant, Lanae Nelson, at lnelson@rfcity.org by 12 p.m. on **December 15, 2023**.

Background and Project Extent

The City owns and operates underground facilities in the geographic area of River Falls, Wisconsin, which includes any item buried or placed below the ground for use in connection with the storage or conveyance of electric energy, water, sewage, storm water, or other substance including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors below ground.

To promote efficiency, the City is seeking a qualified consultant to provide locating services for the street lighting and traffic signal facilities (including fiber, empty ducts and miscellaneous buried electrical), and water, sanitary, and storm facilities for which the City is responsible utilizing the attached "Pricing Proposal" form. Below is a highlight of the City's infrastructure.

Electric Infrastructure:

- Approximately 993,000 lineal feet of electric underground primary, secondary, and service cables
- 1,580 streetlights, with 724 lineal feet of transmission cables
- Approximately 10,560 lineal feet of City fiber infrastructure

Water/Wastewater Infrastructure:

- Approximately 405,000 lineal feet of water main
- Approximately 356,000 lineal feet of gravity fed wastewater main
- Three wastewater lift stations
 - Approximately 11,000 lineal feet of force main

Storm Sewer Infrastructure:

- Approximately 51 miles

Traffic Signal Infrastructure:

- 9 traffic cabinets
- 68 traffic signals
- 42 pedestrian standalone lights/pedestal buttons

Minimum Scope of Services for Successful Firm

The consultant shall furnish all labor, materials, and equipment necessary to perform locating services for the City within the service area. The contract term shall be for a period of one (1) year, commencing on January 1, 2024, with four (4) optional one (1) year extensions, and option to terminate by either party upon 45 days prior written notice.

The consultant shall locate City facilities in accordance with Wisconsin State Statute 182.0175 and the Excavator’s Guide to Digger’s Hotline. The consultant shall be a member of Diggers Hotline and be in good standing.

The City will provide electronic data in GIS format of all facilities to be marked under the contract to the consultant. The provided GIS maps are mapping grade, not survey grade, and are not meant to be a substitute to physical locating, but a tool. Should the proposing consultant wish to view the existing GIS data electronically in advance of submitting a proposal, please email Tamara Jaworski at tjaworski@rfcity.org.

The following tasks are assumed necessary and proposing teams may suggest a modified scope as part of their proposal. This should not be deemed as a complete list of tasks:

1. Upon receipt of a request for a locate, and within the designated time frame, assess whether a field visit to the excavation site and a visual examination is required to determine if a conflict exists between underground facilities and proposed excavation site.
 - a. A conflict with proposed excavation sites is to be marked to indicate the proper places or routes utilizing stakes and flags, paint strips or other clearly identifiable materials.
 - b. No conflict with proposed excavation sites will be notified or marked as such.
 - c. Note, there is one (1) Digger’s Hotline member code for all City-owned facilities.
2. Notify the City of unlocatable underground facilities at the excavation site.
3. Investigate and report on damage to underground facilities occurring after a locate has been performed. Consultant shall provide the City with photos of all markings upon request within 24 hours of receipt of the request. If City infrastructure is damaged and the facility was not marked, the consultant shall reimburse the City all costs for repairing the damages.
4. Consultant shall submit with monthly invoice, a listing indicating the number and types of locates provided during the month. Consultant must be able to furnish additional detail regarding locates upon request by the City.

Terms of Contract

The selected consultant and the City agree as follows:

1. **Definitions.** The following capitalized terms when used in the contract shall have the following meanings:
 - a. **After Hours Call Out** means locate requests made on observed holidays (Memorial Day, Independence Day/July 4th, Labor Day, Thanksgiving, Christmas, and New Year’s Day), weekends, and weekdays from 6 p.m. to 6 a.m.
 - b. **APWA** means the American Public Works Association and its underground utility location and coordination council.

- c. **At Fault Damages** means damage to the City's facilities caused by an excavator that occurs with respect to locatable facilities where the consultant did not perform the locate with reasonable accuracy.
- d. **Contract Year** means the 365 (366 if period includes February during a leap year) days beginning with the date this agreement begins and the anniversary date each year after.
- e. **City Facilities** means any underground facilities owned by the City.
- f. **Damage to the City's Facilities** means the penetration or destruction of any protective coating, sheath, housing, or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
- g. **Excavator** means any person or entity which engages directly in excavation.
- h. **High Profile Facilities** means fiber cable, switchgear/feeder cable around substations and other locations, 10" water main, and wastewater and storm water mains in proximity of the Kinnickinnic Class 1 trout stream, and all infrastructure around the University of Wisconsin – River Falls (UWRF) campus and River Falls Area Hospital.
- i. **Interruption of Service** means an interruption in the services provided by the City to its customers arising from damage to City facilities.
- j. **Locatable Facilities** means the City's facilities that can be field marked with reasonable accuracy by using devices designed to respond to the presence of the City's facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include unidentifiable facilities and unlocatable facilities.
- k. **Locate** means the completed process of having provided locate services at an excavation site.
- l. **Locate Service** means the process of determining the presence or absence of the City's facilities, their conflict with proposed excavations, and the marking of the proper places or routes of the City's facilities within reasonable accuracy limits as required.
- m. **Marking** means the use of stakes and flags, paint strips or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the APWA to show the field location of underground facilities accurately.
- n. **Paintable Locate** means that the City has buried facilities within the area of the locate request or scope of the ticket.
- o. **Project Locate** means a locate that requires the consultant to spend more than one (1) hour at the excavation site, regardless of distance of locate.
- p. **Reasonable Accuracy** means the placement of appropriate markings within eighteen (18) inches of the outside dimensions of both sides of an underground facility.
- q. **Restoration Costs** means the actual costs incurred by the City to repair damage to the City's facilities arising from at fault damages but shall specifically exclude any third-party claims. Restoration costs is equal to only the actual labor, equipment and material costs incurred by the City to repair the damage to the City's facilities. Restoration costs specifically exclude overhead charges, costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement, or extension of the City's facilities), costs arising out of collection actions, whether incurred by the City or collection agencies.
- r. **Services** mean the services to be provided by the consultant under this agreement.

- s. **Site Visit** means to visit the site of the locate request, but there are no locatable facilities to be marked.
- t. **Site Surveillance** means to watch over and protect the City's facilities during unusual or extensive excavation projects (i.e., road widening projects, sewer projects, etc.) and providing such continuous on-site locate services as may be dictated by the nature and scope of the excavations. Commonly referred to as a "Watchdog" within the industry.
- u. **Ticket** means the document generated at the one-call center and transmitted to the consultant, containing each locate request which the consultant is contractually obligated to mark.
- v. **Third Party Claims** means any claims for losses, fines, penalties, damages, or expenses made by a person not a party to the agreement arising from damages to the City's facilities, including but not limited to, claims resulting from (a) injury to or death of any person, (b) damage to or loss or destruction of any property, or (c) interruption of service.
- w. **Underground Facilities** means any item buried or placed below the ground for use in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids, or other substance Including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments, and those parts of poles or anchors below ground.
- x. **Unidentifiable Facilities** means the City's facilities that are neither apparent on the records or facility prints, drawings or maps provided by the City or from a visual examination.
- y. **Unlocatable Facilities** means the City's facilities whose presence is known either from records provided by the City or a visual examination, but which cannot be field marked with reasonable accuracy using standard procedures employed by the consultant.
- z. **Visual Examination** means an attempt to determine the existence of the City's facilities at an excavation site by a reasonable visual inspection rather than from the City's maps and records.

2. Responsibilities of the consultant:

- a. The consultant shall furnish all labor, materials, and equipment necessary to perform locate services for the City within the contract service area. The contract service area is detailed in GIS maps that include all areas within the City of River Falls, and surrounding townships where City infrastructure is installed. The consultant will receive ticket transmittals directly from the one-call center for the contract service area at no additional cost to the City.
- b. Upon receipt of a request for a locate, the consultant will assess whether a field visit to the excavation site and a visual examination is required to determine if a conflict exists between the City's facilities and the proposed excavation. For emergency or priority 1 crew on site locates, if the consultant cannot respond physically within one (1) hour, they shall notify the excavator within the one (1) hour time frame as to their expected arrival time. If the consultant determines that no field visit or visual examination is necessary, the consultant will proceed under Section 2.d. below.
- c. If the consultant determines that there are locatable facilities present at the excavation site, it will indicate the presence of those facilities with appropriate markings.

- d. If the consultant determines that the City's facilities are not present at the excavation site, the consultant will either notify excavator prior to the proposed excavation that the city's facilities are not present or mark the excavation site in a manner to indicate that the city's facilities are not present at the proposed excavation site.
- e. The consultant will document with photos completion of each Diggers Hotline ticket in the instance that the City requests proof of the locate being marked.
- f. If the consultant determines that there are unlocatable facilities at the excavation site, it will notify the City and the City will be responsible for determining what course of action should be followed to assure that the unlocatable facilities are not damaged by excavator.
- g. Any maps and records furnished by the City pursuant to section 3.a. shall remain the property of the City. The consultant agrees to return all copies of such maps and records to the City upon written request at the termination of this agreement. Unless such maps and records were previously known to the consultant free of any obligation to keep them confidential, are given to the consultant by a third party not obligated to keep them confidential, or become public without any act or omission of the consultant, the consultant agrees to keep such maps and records confidential and shall use such maps and records only in the performance of the agreement except upon such terms as may be agreed upon by the City or as required by law. This obligation of confidentiality shall survive the termination of the agreement.
- h. Subject to the terms of section 3.b., the consultant shall perform the services as an independent consultant and as such it has the right to exercise control and supervision of the work and full control over the employment, direction, compensation, and discharge of all persons assisting it in performing the services; that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto; and that it will be responsible for its own acts.
- i. The consultant shall not subcontract the services or any part of the services without the prior written approval of the City, which approval the City may choose to withhold in its sole discretion.
- j. The consultant shall comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder. The consultant shall comply with all applicable laws, ordinances and regulations of the United States, the State or States where the services are performed, and any unit of local government correctly asserting jurisdiction, applicable to the services (including, but not limited to worker's compensation, unemployment insurance and social security).
- k. The consultant shall provide and maintain with the City a current list of contacts (both phone and email) for their area field supervision and administrative personnel that would be directly involved with this contract in order to address marking issues, damage claims, billing concerns or any other questions related to the contract. The consultant shall also provide the City with a 24-hour point of contact for any issues that arise related to a locate.

3. Responsibilities of the City:

- a. The City agrees to provide the consultant with the necessary maps and records to permit the consultant to provide the locate services. The City acknowledges that it is the City's responsibility to keep all applicable maps, records, prints up to date with accurate information. The consultant bears no liability for the City's failure to provide accurate maps, records, and prints, or any damage which results from inaccurate maps, records, and prints.

- b. The City agrees that it will reasonably cooperate with the consultant so that the consultant enjoys the same protection under the laws applicable to the City regarding third party claims as the City would enjoy if it were performing the services.
- c. The City will pay the consultant for the locate services in accordance with the charges set forth. The consultant shall bill for all tickets received from the State One Call, on behalf of the City. The consultant will not be responsible for the accuracy, updates to or the completeness of the definition of the City's service area that the City has provided to the State One Call center.

4. Term, Termination, and Exclusive Nature of Agreement:

- a. This agreement shall be effective for a period of one (1) year, with optional renewal for four (4) consecutive periods of one (1) year on each expiration date, unless sooner terminated pursuant to Section 4.c.
- b. The City shall use the consultant as its exclusive provider of locate services within the contract service area.
- c. Either party to the agreement can terminate the agreement upon forty five (45) days prior written notice to the other. Upon such termination the only liability will be that of the City for any services performed by the consultant prior to the effective date of termination.

5. Investigations of Damage to City's Facilities:

- a. Should either party to the agreement become aware of any damage to the City's facilities that occurs after the consultant has been asked to perform a locate with respect to the City's facilities, the party learning of the damage shall promptly notify the other party within one (1) hour of becoming aware of the damage. This notification may be made orally. Both parties to the agreement reserve the right and shall be entitled to investigate any reports of damage to the City's facilities.
- b. When the City notifies the consultant of damage to City facilities due to unmarked or mismarked facilities, a supervisor must meet a City representative onsite immediately to review the incident so that a solution can be determined quickly.
- c. The consultant will investigate incidents of damage to the City's facilities and provide a written report of its findings to the City within seven (7) business days of the incident. Such report will contain the consultant's determination as to whether the damage to the City's facilities constitutes at fault damages and photo proof of locate completion of Diggers Hotline ticket. The City shall have thirty (30) days after receipt of the consultant's written report to contest the consultant's conclusion. Unless the City notifies the consultant in writing within such period that it disputes the consultant's conclusion as to at fault damages, the consultant's conclusion with regard to that issue shall be deemed binding with respect to the agreement. If the City disputes the consultant's conclusion, the parties will seek to mutually resolve such dispute utilizing a mutually acceptable mediator.

6. Limitation of Liability and Indemnification of the City by the consultant:

- a. The consultant will be responsible for paying the City's restoration costs only if: a) the consultant receives a request to provide locate services with respect to the City's facilities, and b) the damage to the City's facilities constitutes an at fault damage. If the damage to the City's facilities is not at fault damages or if the City's facilities are unidentifiable facilities or unlocatable facilities, the consultant's only responsibility will be to provide whatever support to the City it can reasonably

provide to establish whether the excavator or another third party is liable for such damage to the City's facilities.

Proposal Time Schedule:

Listed below are estimated dates and times of actions related to this RFP:

November 17, 2023	Release RFP
November 27, 2023	Clarifications/Questions due 12:00 P.M. to Inelson@rfcity.org
December 5, 2023	Answers to questions sent to plan holders 12 p.m.
December 15, 2023	Proposals due 12 p.m.
January 2024	Notify and award contract

Notification of Award: The City of River Falls plans to select a consultant by January 12, 2024. Should either party fail to execute a contract within 60 days of notification of award, the City reserves the right to rescind the award and select from another interested firm.

Addenda

If at any time, the City changes, revises, deletes, clarifies, increases, or otherwise modifies this RFP, the City will issue a written Addendum to all RFP holders of record.

Submittal Format

The Consultant's submittal shall include the following components:

1. Cover Letter

Provide one-page summary of the consultation's interest, ability, and qualifications related to the scope of services. Include a statement of availability to proceed with the work effective March 1, 2024, described in this document.

2. Pricing Proposal

As part of the submittal, complete the Pricing Proposal referenced as Exhibit A and submit with cover letter.

3. Consultant Contract

Selected consultant shall enter into the Contract attached to this RFP as Exhibit B.

4. Selection Process and Criteria

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 consultant and award a contract that is in the best interest of the City and the project. The City intends to recommend a consultant to City Council on January 23, 2024. This timeline may be subject to change.

5. 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.rfcity.org.

6. Selection Criteria Scoring Rubric

a. Locating Experience

Experience of the consultant. 25

b. Proposal Cost

Budgetary considerations are important to the City. 50

c. Provide a Minimum of three References

Performance history and reputation of the consultant. 25

TOTAL SCORE 100

Attachments/Exhibits

Exhibit A: Pricing Proposal RFP Worksheet

Exhibit B: Contract (Includes City Terms & Conditions and Insurance Requirements)



City of River Falls
Request for Proposals (RFP)
Utility Locating Services
 Issue Date: November 17, 2023

Exhibit A – Pricing Proposal RFP Worksheet

Organization: _____
Address: _____
City, State, Zip Code: _____
Contact Person: _____
Telephone Number: _____
Email Address: _____

In compliance with the Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined herein, to provide the services as enumerated within the Request for Proposals herein for the City of River Falls, Wisconsin, in the amount indicated, subject to modification through negotiations which may be conducted pursuant to conditions set forth in the Request for Proposal.

Per Ticket Pricing to locate all City owned utilities of Electric, Water, Sanitary, and Storm Facilities (including fiber, empty ducts, street lighting, traffic control facilities, and miscellaneous buried electrical).

The following are estimated quantities only, all costs will be paid based on actual tickets received and work completed.

Item	Proposed Price Per Unit	Quantity	Total Cost
Per Ticket Received (Not including duplicates or cancellations)	\$	2,700	\$
Projects Billed Per ¼ Hr. (Not including drive time) (starting after 60 min of locating time)	\$	20	\$
After Hour Emergency Tickets (fee is in addition to the per ticket base fee above)	\$	40	\$
Total			\$

Exhibit B – Contract



**Contract for Utility Locating Services
THE CITY OF RIVER FALLS**

1. Services Provided

Exhibit A, hereto included as part of this Contract for utility locating services for the City of River Falls, herein referenced as City, illustrates the professional services to be provided by _____ herein referenced as Consultant. The Consultant will provide necessary labor and equipment to provide services relative to locating and marking the City's underground facilities within the City of River Falls and surrounding townships where City owned infrastructure is installed.

2. Contract Term

This agreement shall be effective for a period of one (1) year, with optional renewal for four (4) consecutive periods of one (1) year on each expiration date, unless sooner terminated pursuant to Section 5.

The City shall use the Consultant as its exclusive provider of locate services within the contract service area.

3. Payments

Monthly payments will be made on actual time spent performing locates and expenses incurred for the City of River Falls utility infrastructure as outlined in Exhibit A.

Invoices will be mailed to:

City of River Falls
ATTN: Accounts Payable
222 Lewis Street
River Falls, WI 54022

4. Changes in the Work

The City of River Falls may make changes in the scope of the work required to be performed by the Consultant by making addition thereto, or by omitting work therefrom, without invalidating the contract, and without relieving or releasing the Consultant from any of its obligations under the contract.

Such changes in work will be documented and added to the contract as an amendment and approved by both the City and Consultant.

5. Termination

Either party to the agreement can terminate the agreement upon forty-five (45) days prior written notice to the other. Upon such termination the only liability will be that of the City for any services performed by the Consultant prior to the effective date of termination.

6. Permits and Codes

The Consultant, at its own expense, will comply with all requirements of the Public Service Commission with respect to public utilities and the Excavator's Guide to Diggers Hotline.

7. Care of Work

- a. The Consultant, at its own expense, will comply with all requirements of the Public Service Commission with respect to public utilities and the Excavator's Guide to Diggers Hotline.
- b. Should either party to the agreement become aware of any damage to the City's facilities that occurs after the Consultant has been asked to perform a locate with respect to the City's facilities, the party learning of the damage to the City's facilities shall promptly notify the other party within one (1) hour of becoming aware of the damage. This notification may be made orally. Both parties to the Agreement reserve the right and shall be entitled to investigate any reports of damage to the City's facilities.
- c. When the City notifies the Consultant of damage to City facilities due to unmarked or mismarked facilities, a supervisor must meet a City representative onsite immediately to review the incident so that a solution can be determined quickly.
- d. The Consultant will investigate incidents of damage to the City's facilities and provide a written report of its findings to the City within seven (7) business days of the incident. Such report will contain the Consultant's determination as to whether the damage to the City's facilities constitutes at fault damages and photo proof of locate completion of Diggers Hotline ticket. The City shall have thirty (30) days after receipt of the Consultant's written report to contest the Consultant's conclusion. Unless the City notifies the Consultant in writing within such period that it disputes the Consultant's conclusion as to at fault damages, the Consultant's conclusion regarding that issue shall be deemed binding with respect to the agreement. If the City disputes the Consultant's conclusion, the parties will seek to mutually resolve such dispute utilizing a mutually acceptable mediator.

8. Accident Prevention

- a. The Consultant shall always exercise proper precaution for the protection of persons and property and shall be responsible for all damage to persons or property either on or off the site which occur because of the Consultant's fault or negligence in connection with the prosecution of the work. The safety provisions of applicable ordinances and laws and building and construction codes and all ordinances and rulings hereon concerning work under the contract shall be observed, and the Consultant shall take or cause to be taken such additional safety and health measures as the City of River Falls may determine to be reasonably necessary. Machinery, equipment, and hazards shall be guarded in accordance with the safety provisions of all local, county, state and federal laws and regulations.

- b. The Consultant shall provide proper traffic control of both vehicular, cyclist and foot traffic when working in the streets and intersections.
- c. The Consultant shall maintain an accurate record of all cases of death, occupational disease and injury requiring medical attention or causing loss of time from work arising out of and in the course of employment on work under contract. The Consultant shall promptly furnish the City with reports concerning these matters.
- d. The Consultant shall indemnify and save harmless the City from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person or corporation, public or private, any damage to or destruction of property, public or private, as a result of any work conducted under this contract.

9. Use of Premises

- a. The Consultant shall confine its equipment, storage or materials and operations to the limits prescribed by ordinances or permits or as may be directed by the City.
- b. The Consultant shall comply with all reasonable instructions of the City and the ordinances and codes of the City regarding signs, advertising, traffic, fires, signal barricades and fire prevention and all safety laws, ordinances, and rulings.

10. Review by Local Public Agency

The City, its authorized representatives and agents shall, at all times, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions and other relevant data and records pertaining to this contract provided; however, that all instructions and approvals with respect to the work will be given to the Consultant only by the City through its authorized representatives or agents.

11. Insurance

- a. The consultant shall indemnify and hold harmless, to the fullest extent allowed by law, the City of River Falls, Wisconsin, its agents, employees, and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorney's fees), arising out of or resulting from the negligent performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of tangible property, including the loss of use resulting therefrom, that are caused in whole or in part by the Consultant, any subcontractor, or any agents or representatives, either directly or indirectly employed by them. The insurance coverage must include, and the insurance certificate must indicate waivers of subrogation on all policies in favor of the City, and all policies (except for workers compensation insurance) must include the City of River Falls as an additional insured.
- b. Consultant 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, nor shall the Consultant allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

C. Minimum Requirements

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

- The Consultant 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 Consultant 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 Consultant will have employees located in the performance of this contract, and the Consultant shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Consultant.
- Required Limits:
 - Coverage A - Coverage will include Statutory requirements
 - Coverage B - Employers Liability
 - \$500,000 Each Person
 - \$500,000 Each Person by Disease
 - \$500,000 Policy Limit – Disease

General Liability Insurance:

- The Consultant shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting Consultant 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 Consultant or by any subcontractor or anyone directly or indirectly employed by either of them.
- Commercial General Liability (form CG0001 or equal) with minimum limits of:
 - \$2,000,000 Each Occurrence
 - \$2,000,000 Personal Injury
 - \$2,000,000 Products/Completed Operations
 - \$2,000,000 General Aggregate
- Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.

- There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.
- Coverage shall also include Products/Completed Operations (CG2037 or equivalent)
- City of River Falls shall be named as Additional insured (CG2010 or equivalent).
- The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 2503 or equivalent).

2. Automobile Liability Insurance:

- The Consultant shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect Consultant 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 Consultant in any capacity in connection with the carrying out of this contract.
- The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
 - Bodily Injury and Property Damage - \$1,000,000 Combined Single Limit

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

- Unless otherwise specified where buildings are to be constructed under this contract, the Consultant 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 Consultant 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.

4. Minimum Scope of Insurance:

- 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.

5. Certificate of Insurance:

- 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.

12. Assignments

Neither the Consultant nor the City shall sell, transfer, assign or otherwise dispose of the contract or any portion thereof or of his right, title, or interest therein or his obligations thereunder, without written consent of the other party.

13. Indemnification

- a. The Consultant shall indemnify and hold harmless the City and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claims, damage, loss or expense is attributable to bodily injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent or willful act or omission of the Consultant and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Consultant and its suppliers shall indemnify and hold harmless the City from and against claims filed under workers compensation statutes.
- b. In any and all claims against the City or any of their agents or employees by any employee of the Consultant, any subcontractor anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

14. Governing Law

This agreement is governed by the laws of the State of Wisconsin. Any suit between the parties shall be brought only in the courts of Pierce County in the State of Wisconsin.

15. Responsibilities of Consultant

Except as otherwise specifically stated in the Contract Documents, the Consultant shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, changes, levies, or fees or other expenses incurred; and all other services and facilities of every nature whatsoever necessary for the performance of the Contract with the specified time.

16. Severability

If any portion of this agreement is found to be unenforceable or invalid by judicial authority, it shall not affect the remaining portions of the agreement.

IN WITNESS WHEREOF, the City and said Consultant have hereunto set their hands and seals the day and year first above written.

FOR THE CONSULTANT

(Signature)

(Name)

(Title) _____

Date _____

RECOMMENDED FOR APPROVAL

Utility Director

FOR THE CITY OF RIVER FALLS

City Administrator

Date _____