



**CITY OF RIVER FALLS
RIVER FALLS MUNICIPAL UTILITIES
2026-2028 TREE SERVICE LINE CLEARANCE CONTRACTED SERVICES**

I. Scope of Work

This Line Clearance Service Agreement (“Contract”) by and between the City of River Falls and River Falls Municipal Utilities (“RFMU”) and “Contractor” is intended for RFMU to retain a contractor to competitively and efficiently prune all trees, including right-of-way line clearance, tree/brush cutting, and removal work near transmission, distribution and secondary voltage lines in their respective service areas.

Contractor shall furnish all supervision, labor, tools, transportation, licenses, permits and other equipment and materials necessary to perform the work required under this contract, consisting of tree trimming and/or removal, brush and/or woody vegetation cutting at ground line, and the disposal of the debris resulting from such work to an approved landfill or burning site at the Contractor’s expense (collectively, “Work”).

It is the responsibility of Contractor to supply labor, equipment, materials, and supervision to complete the Work in a manner acceptable to RFMU to guard against interfering with the normal operations of RFMU’s electrical circuits.

II. Safety to Contractor’s Employees and the Public

Contractor shall always conduct Work in a manner as to safe-guard the public from injury to persons or property.

Contractor recognizes that RFMU is engaged in the distribution of electrical energy. Contractor shall always be aware of the nature and characteristic of electric circuits before Work is commenced in the vicinity thereof. Contractor understands that the electric circuits shall remain energized at all times during the execution of Work. Contractor is required to utilize all necessary and proper protective procedures and mechanical devices for the protection of its employees and the public. Contractor shall not interfere with the normal operation of such electrical circuits. All Contractor-caused electric service interruptions shall be repaired at Contractor’s sole cost and expense.

Contractor shall be responsible for the erection and maintenance of all barricades, lights, signs and other traffic control necessary for public safety and convenience in accordance with local requirements. In general, all hazards within the limits of the work area or on detour around the work area must be marked with appropriate signs, flashers, barricades, reflectors, etc., to protect the public, persons, and property. These safeguards shall be moved, changed, increased or removed as required during the progress of the Work to meet changing conditions.

III. Communication

Communication is the responsibility of Contractor. Communication must be established between the Contractor, its crew, and property owners prior to commencement of Work. All trees on private property, including easements, and public right-of-ways adjacent to the private property owner’s property are considered private property. Prior to trimming and/or removal, the Contractor must make

a reasonable attempt to contact each property owner a minimum of twenty-four hours prior to commencement of Work, in accordance with Wis. Admin. Code PSC § 113.0510. Trees to be pruned on public right-of-way shall be cleared with the appropriate municipal agency.

IV. Personnel and Equipment

The parties intend to create, by this contract, an independent contractor relationship and not an employee/employer relationship. All Work performed by Contractor under this contract shall be as an independent contractor, with Contractor maintaining complete control over all its employees and equipment. Contractor shall be solely responsible for the payment of any and all taxes or fees relating to compensation received by Contractor under this Contract, including without limitation, all federal, state, and local income taxes, Social Security taxes, Unemployment Insurance taxes, and any other such taxes, whether foreign or domestic, and any business license or other fees arising from Contractor's activities pursuant to this Contract. Contractor personnel shall have required training and qualifications, certifications, knowledge and practical experience to perform the required services in accordance with Section V. Standards. Contractor's equipment shall be state-of-the-art and adequate to perform the work.

V. Standards

All Work performed shall be in accordance with the best recognized and approved forestry and/or tree arboricultural standards. In addition, all performed work and equipment used shall conform with the requirements, specifications, and standards of the Electrical Hazard Awareness Training (EHAP), the National Electrical Safety Code (NESC), the National Electrical Code (NEC), the Wisconsin State Electrical Code, Municipal Electric Utilities of Wisconsin Safety Manual, applicable practices and specifications of River Falls Municipal Utilities (RFMU), and the City of River Falls ordinances, and any amendments or revisions of said codes or practices. Furthermore, all performed work and equipment used shall comply with any applicable rules or orders issued by the Public Service Commission of Wisconsin (PSCW), the Wisconsin Department of Workforce Development (DWD), and any other governmental authorities having jurisdiction. This policy is to set forth the specifications and guidelines related to tree trimming, tree removal, and line clearance to provide for reasonable service continuity, safety to the public, and to guard against forest fire damage caused by supply conductors. All work shall be performed in a thorough and workmanlike manner and to the satisfaction of RFMU.

VI. Schedule

RFMU shall furnish Contractor with a map outlining location of work to be performed. The Contractor shall communicate and coordinate work to be performed by providing RFMU a preliminary time table consisting of utility location, preliminary dates, and costs with the proposal. Prior to performing Work, Contractor shall provide RFMU in writing an updated work schedule seven calendar days before the commencement of Work. Contractor work hours shall conform to RFMU's normal work hours. Arrangements for Work performed beyond or different from normal work hours shall be agreed to with RFMU. Contractor shall provide RFMU written weekly update outlining Work completed.

VII. Insurance

The Contractor 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, judgements and expenses (including court-ordered attorney's fees),

arising out of or resulting from the 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 Contractor, any subcontractor, or any agents or representatives, either directly or indirectly employed by them. Contractor's insurance coverage must include, and the insurance certificate must indicate, waivers of subrogation on all policies in favor of the City of River Falls and RFMU, and all policies (except for workers compensation insurance) must include the City of River Falls and RFMU as additional insureds.

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

Minimum Requirements

- A. **Workers' Compensation Insurance and Employer's Liability Insurance:** The Contractor shall take out and maintain during the Term 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.

Workers' Compensation - 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

- B. **General Liability Insurance**

1. The Contractor shall maintain during the term 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. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$2,000,000 Each Occurrence

\$2,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

2. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this Contract.

3. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.
 4. Coverage shall also include Products/Completed Operations (CG2037 or equivalent)
 5. City of River Falls shall be named as Additional insured (CG2010 or equivalent).
 6. 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: The Contractor shall take out and maintain during the Term of this 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. 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
- D. 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.
 - E. 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.

VIII. Indemnification

The Contractor hereby indemnifies and holds harmless RFMU and the City of River Falls, its elected and appointed officials, officers, employees, or agents from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments arising out of, or are attributable to, the Contractor's performance of the contract.

IX. Compensation Due to Contractor

RFMU shall pay the Contractor for all work based on hours worked in cutting, pruning and removing trees, brush and similar growth.

Contractor shall accept as full and complete compensation for the performance of all things required by the contract, such sums as shall be determined due to using the hourly rates for labor, and equipment set forth in the proposal, which is part of this contract.

Prior to compensation being paid, Contractor shall submit a written statement to RFMU showing the Work performed during the invoice period. The statement shall list the number and kind of hours worked, equipment used, and a map outlining the location of work performed. RFMU shall have the right to verify and otherwise investigate the contents of said statement before payment is due.

X. Emergency Service Restoration

It is the intent of the parties that insofar as possible, all work shall be done during the usual and ordinary working hours on regular workdays. It may, on rare occasions, be necessary for RFMU to require Contractor to work crews for any storm or emergency work and respond quickly for any “hot spot” trimming outside of normal business hours. At such times it may be necessary, because of safety and the urgency of service restoration, to deviate from the use of proper pruning techniques as defined. Contractor shall be compensated at regular rate as provided, unless an emergency service restoration rate has been established.

During a utility-declared emergency, utilities must restore service as quickly as possible. At such times it may be necessary, because of safety and the urgency of service restoration, to deviate from the use of proper pruning techniques. Following a utility-declared emergency, corrective pruning should be done by Contractor, as necessary.

XI. Assignability of Work by Contractor

The Contractor without the prior written consent of RFMU thereof shall make no assignment or transfer of this contract or any part. No work to be performed hereunder shall be subcontracted out by the Contractor without the prior written consent of RFMU.

XII. Scope of Contract

Both RFMU and Contractor agree that RFMU shall not be obligated to provide the Contractor with any specific amount of Work with respect to the care, trimming, cutting of trees, brush or similar growth during the Term of the Contract.

It is further agreed by both RFMU and Contractor that RFMU may, at its option, assign any or all of its tree or brush care, trimming, cutting and removal to its own personnel or in the event of default by the Contractor, to other parties engaged in this type of work.

XIII. Amount of Contract

The total amount of compensation under the Contract is subject to RFMU’s annual budgeted amount. This Contract shall be effective January 1, 2026 through December 31, 2028 (“Term”) as provided for below:

Stump grinding	\$ _____ per inch
Foreman	\$ _____ per hour
Trimmer 5/Journeyman	\$ _____ per hour
Trimmer 4	\$ _____ per hour
55’ft Backyard track machine	\$ _____ per hour
70’ft Bucket truck and 15” Chipper	\$ _____ per hour
Mechanical all terrain tree trimmer	\$ _____ per hour

Brush mower	\$ _____ per hour
Stump chipping with chip cleanup	\$ _____ per hour
Stump chipping without chip cleanup	\$ _____ per hour
Equipment for large wood removal	\$ _____ per hour
¾ ton Pick-Up	\$ _____ per hour
Chip truck	\$ _____ per hour

XIV. Contract Renewal

Within 90 days of expiry, this contract may be renewed upon mutual agreement of both RFMU and the contractor for an additional three-year term. Current rates will be reviewed at this time and adjusted as agreed upon by both parties.

IN WITNESS WHEREOF, each of the parties hereto has caused this Contract to be duly executed by their authorized representatives.

Contractor _____

City of River Falls
River Falls Municipal Utilities

Print Name/Title

Print Name/Title

Signature

Signature

For additional information, please contact Electric Operations Superintendent Wayne Siverling at 715-426-3480.