

RFP# 25019-AD

City Hall Needs Assessment & Preliminary Feasibility Study Due Date: Tuesday, September 30, 2025, 12 Noon CT

Introduction

The City of West Allis, WI seeks professional services to conduct a comprehensive Needs Assessment and Preliminary Feasibility study for the municipal facility, West Allis City Hall, located at 7525 W Greenfield Ave, West Allis, WI 53214. This engagement represents a critical planning initiative to evaluate current municipal operations, infrastructure capacity, and future requirements to support effective local government service delivery.

The selected consultant will provide strategic analysis and recommendations to guide the City of West Allis in determining the most appropriate path forward for City Hall improvements, whether through renovation, expansion, relocation or new construction. The assessment will establish baseline requirements, identify operational deficiencies, and develop preliminary options with associated cost implications to inform decision-making processes.

General Information:

All quotes shall be downloaded and submitted through our online bidding platform, Bonfire. (https://westalliswi.bonfirehub.com/).

A purchase order is expected to be sent to the awarded vendor about mid to late October 2025.

All questions concerning this RFP shall be submitted through the West Allis Bonfire portal.

PROJECT PHASES AND DELIVERABLES

Phase 1:

Municipal Services Evaluation

The consultant shall conduct a comprehensive evaluation of current municipal services and operations within the existing facility. This analysis must include:

Assessment of departmental space utilization and functional efficiency

- Review of current staffing levels and projected personnel growth requirements
- Analysis of interdepartmental workflow and communication needs
- Evaluation of public access patterns and service delivery points
- Documentation of current technology infrastructure and future requirements
- Review of records management and storage capacity needs
- Assessment of meeting room and conference facility requirements

Space Planning and Functional Analysis

A detailed space inventory and functional analysis shall be performed, including:

- Measurement and documentation of existing square footage by department
- Analysis of space allocation efficiency and utilization rates
- Identification of overcrowded or underutilized areas
- Assessment of functional adjacency requirements between departments
- Review of circulation patterns and wayfinding effectiveness
- Evaluation of security and access control systems
- Analysis of parking availability and accessibility compliance

Regulatory and Compliance Assessment

The consultant must evaluate compliance with applicable codes and regulations:

- Americans with Disabilities Act accessibility compliance review
- Building code compliance analysis for current and projected uses
- Fire and life safety system evaluation
- Environmental regulatory compliance assessment
- Energy efficiency and sustainability performance evaluation
- Security and emergency management capability review

Site and Facility Condition Review

A comprehensive assessment of the existing property and facility condition shall include:

- Structural system evaluation and remaining useful life analysis
- Mechanical, electrical, and plumbing system assessment
- Building envelope condition and energy performance evaluation
- Site infrastructure evaluation including utilities and drainage
- Parking and accessibility infrastructure assessment
- Identification of immediate maintenance and capital improvement needs

Alternative Site Analysis

If applicable, the consultant shall evaluate potential alternative sites for municipal operations:

- Geographic analysis of site options within the City of West Allis, WI
- Evaluation of site size, topography, and development constraints
- Assessment of utility availability and infrastructure requirements
- Analysis of accessibility and transportation connectivity
- Review of zoning compliance and permitting requirements
- Environmental site assessment considerations

Stakeholder Engagement Process

The consultant shall facilitate comprehensive stakeholder engagement including:

- Individual interviews with department heads and key personnel
- Focus groups with municipal staff across all departments
- Public input sessions with City of West Allis residents
- Meetings with elected officials and government bodies
- Documentation and analysis of stakeholder feedback and priorities

Preliminary Options Development

Based on assessment findings, the consultant shall develop preliminary facility options:

- Renovation scenarios with varying levels of improvement
- Expansion alternatives utilizing existing site capacity
- New construction options on current or alternative sites
- Phased implementation approaches for large-scale improvements
- Hybrid solutions combining renovation and new construction elements

Preliminary Cost Analysis

High-level cost estimates shall be provided for each preliminary option:

- Construction cost ranges based on current market conditions
- Soft costs including design, permitting, and project management
- Temporary relocation costs during construction phases
- Infrastructure improvement requirements and associated costs
- Preliminary operational cost implications for each option

Phase 2: - Detailed Feasibility and Implementation Planning

Architectural and Engineering Analysis

Building upon Phase 1 findings, detailed technical analysis shall include:

- Conceptual design development with block diagrams and space layouts
- Preliminary architectural concepts reflecting municipal operational needs
- Site planning alternatives with parking and accessibility considerations
- Structural engineering evaluation for renovation and expansion scenarios
- Mechanical and electrical system sizing and preliminary design concepts
- Sustainable design strategies and energy efficiency measures
- Technology infrastructure planning for current and future needs

Advanced Cost Estimation

Refined cost analysis shall provide detailed financial projections:

- Detailed construction cost estimates based on conceptual designs
- Comprehensive soft cost projections including contingencies
- Life-cycle cost analysis comparing operational expenses across options
- Value engineering recommendations to optimize cost-effectiveness
- Cost escalation projections based on anticipated project timelines
- Risk assessment and contingency planning for cost management

Funding and Financing Strategy Development

The consultant shall identify and analyze funding mechanisms:

- Municipal bond financing options and debt service implications
- Grant opportunity identification and application requirements
- Public-private partnership potential and structuring considerations
- Phased financing strategies to manage cash flow requirements
- Special assessment or fee-based funding mechanisms
- Federal and state funding program eligibility analysis

Operational Impact Assessment

Comprehensive analysis of operational implications shall address:

- Staffing requirements and organizational efficiency improvements
- Maintenance and facility management cost projections
- Energy consumption and utility cost implications
- Space utilization optimization and departmental productivity gains
- Public service delivery enhancement opportunities
- Long-term operational flexibility and adaptability considerations

Implementation Planning and Project Roadmap

A detailed implementation strategy shall provide:

- Preferred option recommendation with supporting rationale
- Comprehensive project timeline with critical milestones
- Permitting and regulatory approval process requirements
- Phasing strategies to maintain municipal operations during construction
- Risk mitigation strategies for schedule and budget management
- Governance and decision-making framework for project advancement
- Procurement strategy recommendations for subsequent project phases

TECHNICAL REQUIREMENTS AND EXPERTISE

The selected consultant team must demonstrate expertise in municipal facility planning, including experience with building condition assessments, space planning methodologies, and public sector project delivery. The team should include professionals with backgrounds in architecture, engineering, financial analysis, and public engagement processes.

Advanced analytical capabilities are required, including building information modeling, energy modeling software, and cost estimation databases. The consultant must utilize current industry standards for municipal facility planning and demonstrate familiarity with Wisconsin building codes and municipal regulations.

Project management expertise is essential, with demonstrated ability to coordinate multi-disciplinary teams, manage stakeholder engagement processes, and deliver comprehensive planning studies within established timelines and budgets.

DELIVERABLES AND REPORTING REQUIREMENTS

Phase 1 deliverables shall include a comprehensive needs assessment report documenting current conditions, stakeholder input, preliminary options, and cost ranges. Supporting documentation must include space inventory data, condition assessment findings, and stakeholder engagement summaries.

Phase 2 deliverables shall include detailed feasibility analysis, conceptual designs, refined cost estimates, funding strategies, and implementation roadmap. All deliverables must be provided in both electronic and printed formats suitable for presentation to municipal leadership and public audiences.

Regular progress reporting is required throughout both project phases, with interim presentations to City of West Allis staff and elected officials as determined during project initiation.

EVALUATION CRITERIA

Cost/Price Proposal (40 points)

The City of West Allis will evaluate the total cost for both Phase 1 Needs Assessment and Preliminary Feasibility and Phase 2 Detailed Feasibility and Implementation Planning services. Evaluation will consider the reasonableness and competitiveness of proposed fees for municipal services evaluation, space planning and functional analysis, regulatory compliance assessment, site and facility condition review, stakeholder engagement processes, preliminary options development, architectural and engineering analysis, advanced cost estimation, funding strategy development, operational impact assessment, and implementation planning. The proposal must provide detailed cost breakdowns for each project phase including professional staff hours, direct costs, and expenses related to building condition assessments, conceptual design development, and public engagement sessions specific to the City Hall facility. The City of West Allis will award higher points to proposals demonstrating cost-effectiveness while maintaining quality service delivery for comprehensive municipal facility planning.

Technical Approach and Methodology (35 points)

Proposals will be evaluated based on the consultant's technical approach to conducting the needs assessment and feasibility study for the West Allis City Hall facility. The evaluation will assess the proposed methodology for municipal services evaluation including departmental space utilization analysis, staffing projection techniques, interdepartmental workflow assessment, and public access pattern evaluation. Technical approach for space planning and functional analysis must demonstrate advanced capabilities in measuring existing square footage, analyzing space allocation efficiency, assessing functional adjacency requirements, and evaluating circulation patterns. The proposal must detail methodologies for regulatory compliance assessment including Americans with Disabilities Act accessibility review, building code compliance analysis, fire and life safety evaluation, and energy efficiency assessment. Approaches to site and facility condition review including structural system evaluation, mechanical and electrical system assessment, building envelope analysis, and site infrastructure evaluation will be evaluated. The technical methodology for stakeholder engagement must outline specific processes for department head interviews, staff focus groups, public input sessions with City of West Allis residents, and coordination with community organizations. Advanced analytical capabilities including building information modeling, energy modeling software, and cost estimation databases specific to Wisconsin municipal projects will be assessed.

Experience and Qualifications (20 points)

The City of West Allis will evaluate the consultant team's experience in municipal facility planning, building condition assessments, space planning methodologies, and public sector project delivery. Specific experience with Wisconsin municipal projects and familiarity with Wisconsin building codes and municipal regulations will receive higher evaluation scores. The proposal must demonstrate team

expertise in architecture, engineering, financial analysis, and public engagement processes relevant to municipal facility assessments. Experience conducting needs assessments for municipal operations, evaluating departmental space requirements, analyzing interdepartmental workflow needs, and assessing public service delivery points will be evaluated. The consultant's background in facility condition evaluations including structural system assessments, mechanical and electrical system analysis, building envelope evaluation, and site infrastructure review for municipal properties will be assessed. Experience with municipal stakeholder engagement processes, public input facilitation, and coordination with elected officials and governance bodies will be evaluated. The team's qualifications in developing preliminary facility options include renovation scenarios, expansion alternatives, new construction planning, and phased implementation approaches for municipal projects will be considered.

Project Understanding and Management (5 points)

Evaluation will assess the consultant's understanding of the City of West Allis City Hall facility challenges and project objectives. The proposal must demonstrate comprehension of the need to evaluate current municipal operations West Allis City Hall and develop strategic recommendations for facility improvements through renovation, expansion, or new construction. Understanding the requirement to establish baseline requirements, identify operational deficiencies, and develop preliminary options with cost implications for City of West Allis decision-making will be evaluated. The consultant's grasp of municipal service delivery needs, departmental space utilization challenges, regulatory compliance requirements, and stakeholder engagement expectations will be assessed. Project management capabilities including ability to coordinate multi-disciplinary teams, manage comprehensive planning studies within established timelines and budgets, and deliver detailed feasibility analysis for municipal facility projects will be evaluated. The proposal must demonstrate understanding of the need to maintain municipal operations during potential construction phases and provide governance frameworks for project advancement specific to the City of West Allis organizational structure.

QUESTIONS TO BE ADDRESSED IN YOUR PROPOSAL:

- 1. Describe your team's specific experience conducting comprehensive needs assessments and preliminary feasibility studies for municipal facilities in Wisconsin, including detailed examples of similar projects involving city halls or municipal service centers where you evaluated departmental space utilization, staffing projections, interdepartmental workflow patterns, public access requirements, and regulatory compliance for local government operations, with particular emphasis on projects comparable in scope to the West Allis City Hall facility.
- 2. Detail your integrated methodology for conducting Phase 1 municipal services evaluation and space planning functional analysis at the West Allis City Hall facility, including specific techniques for measuring and documenting existing square footage by department, analyzing

- current space allocation efficiency and utilization rates, assessing functional adjacency requirements between departments, evaluating circulation patterns and wayfinding effectiveness, and determining overcrowded or underutilized areas while establishing baseline requirements for future municipal operations.
- 3. Explain your comprehensive approach to regulatory and compliance assessment for the West Allis City Hall facility, including detailed methodologies for conducting Americans with Disabilities Act accessibility compliance reviews, building code compliance analysis for current and projected uses, fire and life safety system evaluation, environmental regulatory compliance assessment, energy efficiency and sustainability performance evaluation, and security and emergency management capability review specific to Wisconsin municipal regulations.
- 4. Describe your systematic process for conducting site and facility condition review at West Allis City Hall including specific techniques for evaluating structural systems and remaining useful life analysis, mechanical electrical and plumbing system assessment, building envelope condition and energy performance evaluation, site infrastructure evaluation including utilities and drainage, parking and accessibility infrastructure assessment, and identification of immediate maintenance and capital improvement needs with associated cost implications.
- 5. Detail your comprehensive stakeholder engagement process specifically designed for the West Allis City Hall project, including structured approaches for conducting individual interviews with department heads and key personnel, facilitating focus groups with municipal staff across all departments, organizing public input sessions with City of West Allis residents, coordinating meetings with elected officials and governance bodies, engaging relevant community organizations, and documenting and analyzing stakeholder feedback and priorities to inform preliminary options development.
- 6. Explain your advanced technical capabilities and methodology for utilizing building information modeling software, energy modeling applications, and cost estimation databases throughout both project phases, including specific details on how these analytical tools will be applied to assess the West Allis City Hall facility's current performance, develop conceptual design alternatives with block diagrams and space layouts, analyze energy efficiency opportunities, and support preliminary architectural concepts reflecting municipal operational needs and sustainability strategies.
- 7. Describe your systematic approach to developing preliminary facility options and conducting alternative site analysis for the West Allis City Hall project, including methodologies for creating renovation scenarios with varying levels of improvement, expansion alternatives utilizing existing site capacity, new construction options on current or alternative sites, phased implementation approaches for large-scale improvements, hybrid solutions combining

- renovation and new construction elements, and geographic analysis of potential alternative sites within the city of West Allis including evaluation of site suitability, utility availability, transportation connectivity, and zoning compliance requirements.
- 8. Detail your comprehensive cost analysis methodology for both Phase 1 preliminary cost analysis and Phase 2 advanced cost estimation, including specific databases and resources utilized to develop construction cost ranges based on current Wisconsin market conditions, soft costs including design permitting and project management, temporary relocation costs during construction phases, infrastructure improvement requirements, life-cycle cost analysis comparing operational expenses across options, cost escalation projections based on anticipated project timelines, and value engineering recommendations to optimize cost-effectiveness for the West Allis City Hall project.
- 9. Explain your expertise in funding and financing strategy development for Wisconsin municipal projects, including detailed experience identifying and analyzing municipal bond financing options and debt service implications, grant opportunity identification and application requirements, public-private partnership potential and structuring considerations, phased financing strategies to manage cash flow requirements, special assessment or fee-based funding mechanisms, and federal and state funding program eligibility analysis specifically applicable to the West Allis City Hall facility improvement project.
- 10. Describe your methodology for conducting operational impact assessment and developing implementation planning roadmaps for the West Allis City Hall project, including approaches to analyzing staffing requirements and organizational efficiency improvements, maintenance and facility management cost projections, energy consumption and utility cost implications, space utilization optimization and departmental productivity gains, public service delivery enhancement opportunities, long-term operational flexibility and adaptability considerations, and comprehensive project timeline development with critical milestones and risk mitigation strategies.
- 11. Detail your project management approach for coordinating multi-disciplinary teams throughout both Phase 1 Needs Assessment and Preliminary Feasibility and Phase 2 Detailed Feasibility and Implementation Planning, including specific protocols for managing architectural and engineering analysis teams, quality control measures for deliverable development, progress reporting schedules and interim presentation requirements to City of West Allis staff and elected officials, communication frameworks with municipal leadership, and coordination strategies to ensure comprehensive planning study delivery within established timelines and budgets.
- 12. Explain your integrated approach to assessing current technology infrastructure and records management systems within the West Allis City Hall facility, including methodologies for

- evaluating existing technology capabilities and future requirements to support municipal operations, analyzing current records storage capacity and projected growth needs, assessing meeting room and conference facility requirements, and developing technology infrastructure planning recommendations for current and future needs that support enhanced municipal service delivery and interdepartmental communication efficiency.
- 13. Provide your detailed cost proposal breakdown for both Phase 1 and Phase 2 services for the West Allis City Hall project, including comprehensive professional staff hours by discipline for municipal services evaluation, space planning and functional analysis, regulatory compliance assessment, site and facility condition review, stakeholder engagement processes, architectural and engineering analysis, advanced cost estimation, funding strategy development, operational impact assessment, implementation planning, direct costs and expenses for building condition assessments, conceptual design development, public engagement sessions, and all deliverables required for comprehensive needs assessment and feasibility study completion.
- 14. Describe your comprehensive understanding of the West Allis City Hall facility challenges and project objectives, including specific recognition of the need to evaluate current municipal operations and develop strategic recommendations for facility improvements through renovation, expansion, or new construction, establishment of baseline requirements and identification of operational deficiencies, development of preliminary options with cost implications for informed decision-making, and provision of governance frameworks for project advancement that maintain municipal operations during potential construction phases while supporting effective local government service delivery.
- 15. Detail your experience and qualifications in delivering comprehensive municipal facility planning studies, including specific team expertise in architecture, engineering, financial analysis, and public engagement processes relevant to Wisconsin municipal projects, demonstrated ability to provide detailed feasibility analysis with conceptual designs, refined cost estimates, funding strategies, and implementation roadmaps, experience with permitting and regulatory approval process requirements for Wisconsin municipal facilities, and proven capability to deliver all required deliverables in both electronic and printed formats suitable for presentation to City of West Allis municipal leadership and public audiences.

CITY OF WEST ALLIS

INSTRUCTIONS TO PROPOSERS

RFP # 25019-AD

City Hall Needs Assessment & Preliminary Feasibility Study

EXAMINATION OF THE REQUEST FOR PROPOSAL

It is the responsibility of all prospective proposers to carefully read this entire Request for Proposals (hereafter referred to as RFP), which contains provisions applicable to successful completion and submission of a proposal and consists of all documents shown in the Table of Contents. If you discover any ambiguity, inconsistency, error or omission in the RFP, you must notify the Senior Buyer, Purchasing Division, through the West Allis Bonfire bid portal. Only interpretations or corrections of the RFP made in writing are binding. You should not rely upon any interpretation or corrections given by any other method.

PREPARATION AND SUBMISSION OF PROPOSALS

- Deadline: Proposals must be received by the West Allis Bonfire bid portal no later than 12:00 Noon (CT), Tuesday, September 30, 2025. Proposals received by mail or after the due date will not be considered by the City.
- It is the intent of the City of West Allis to engage a consultant who will provide professional services as described herein. However, the City reserves the right, at its sole discretion, to terminate this RFP process or negotiations with a selected vendor and either perform the work with its staff or begin a new RFP process. Nothing herein, or in the process, shall be construed as having obligated the City to pay for any expenses incurred by respondents to this RFP, or to the selected vendor prior to approval by the City of West Allis of a services agreement.

PROPOSAL COSTS

The City shall not be liable for any costs you incur to prepare or submit a proposal for this project.

TERMINATION OF CONTRACT

The City of West Allis, at its sole discretion, may terminate contract services upon ten (10) days' notice when the Project is terminated or by written notification with or without cause upon 30-day notice.

GENERAL

- Upon Submission of a proposal to the City of West Allis, the offer to perform contractual services may not be withdrawn by the contractor for a period of 45-days to allow the City of West Allis the opportunity to take official action.
- Payment will be made within 30 days of receipt of an itemized invoice.
- No part of the contract shall be subcontracted without prior written consent of the City. The consultant shall retain full responsibility for all work performed.
- Consultant agrees to indemnify, hold harmless, and defend the City, its officers, agents and
 employees, from all liability arising out of or in connection with this agreement where such liability
 is found upon or grows out of the errors, omissions, or negligent acts of any of the consultants, its
 agents or employees.
- Selected Consultant shall maintain insurance coverage as required and identified in the "Insurance Requirements" document (pages 13-17).
- If you cannot meet the minimum insurance requirements outlined within this RFP, please: provide a copy of the insurance you currently carry; and provide an estimate of how much it would cost to obtain the additional insurance required within this RFP.
- The City reserves the right to negotiate revisions to the Scope of Services and fees and to terminate negotiations if a final contract cannot be agreed upon.
- Contract shall be construed according to the laws of the State of Wisconsin.

CONTACT

All contact with the City of West Allis will be made through the Bonfire bidding platform. Robert Barwick, Senior Buyer, will answer all questions through the Bonfire bidding platform.

TIMELINE

The following is a proposed schedule for the selection process. The City reserves the right to modify the schedule.

NON-DISCRIMINATION STATEMENT

The City of West Allis does not discriminate on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability, or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.

AMERICANS WITH DISABILITIES ACT NOTICE

Upon reasonable notice, the City will furnish appropriate auxiliary aids and services when necessary to afford individuals with disabilities an equal opportunity to participate in and to enjoy the benefits of a service, program or activity provided by the City.

LIMITED ENGLISH PROFICIENCY STATEMENT

It is the policy of the City of West Allis to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by our programs. Such services will be focused on providing meaningful access to our programs, services and/or benefits.

INSURANCE REQUIREMENTS FOR CONSULTANTS

A. INSURANCE REQUIRED

Consultants shall purchase and maintain for the duration of the contract as required by the City or by Law, insurance indemnifying against claims, suits, personal injury, bodily injury to persons, or damage to property which arises from, or in connection with the performance of the work hereunder by the Consultant. Some contracts may require Completed Operations, Professional Liability or other insurance beyond the contract term.

Any deductibles or self-insured retentions shall be identified to the City; those which exceed \$10,000 must be declared to and approved by the City. The City may require a review of the latest audited financial statements of the Consultant. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, agents and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defenses expenses.

All required insurance under this Contract is to be placed with insurers with a Best's rating of no less than A-VII. Said carriers to be admitted status with the State of Wisconsin, unless otherwise approved in advance by the City. The City reserves the right to approve non-admitted carriers with a Best's rating of no less than AX.

Work shall not be commenced under the Contract until all insurance required under this paragraph has been obtained and evidence thereof in the form of certificates, with original endorsements effecting coverage, are filed with and approved by the City. The City reserves the right to require complete, certified copies of all required insurance policies upon the filing of a claim or lawsuit where the insurer denies coverage.

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City. For Workers' Compensation-related risks, only forms approved by the Insurance Commissioner are to be used.

Consultants shall include all subcontractors as insureds under their policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage shall be subject to all of the insurance requirements that are applicable to the Consultant. No subcontractor shall be permitted to commence work until all required coverage has been obtained, and certificates and endorsements thereof are filed with the City.

If any part of a loss is not covered because of the application of a deductible or retention, said loss shall be borne by the general Consultant and not the City. Failure to maintain the required insurance may result in termination of this Contract at the option of the City.

B. GENERAL ENDORSEMENTS

The protection afforded by the required insurance policies under this Contract shall include, but shall not be limited to, the following:

1. <u>Occurrence Based Policies</u>. All required Liability insurance under this Contract shall be written on an "occurrence" form, except separately approved Professional Liability Policies.

- 2. <u>Representation of Coverage Adequacy</u>. By requiring insurance for this Contract, the City does not represent or warrant that coverage and limits will be adequate to protect the Consultant, subcontractor, their agents or any project engineer.
- 3. <u>Cross-Liability Coverage</u>. If the Consultant's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- 4. <u>Cancellation</u>. The policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after at least thirty (30) days prior written notice has been given to the City.
- 5. Additional Insureds. The City, its officers (elected and appointed), employees, agents and volunteers must be named as additional insureds as their interests may appear on the Consultant's liability insurance policies, which insure the City up to the required limits. Additional insured status shall be endorsed onto the respective insurance policy by the appropriate ISO Endorsement Form approved by the City and executed by duly authorized agents of said carrier.
- 6. <u>Primary Insurance</u>. Consultant's insurance shall provide primary insurance to the City, to the exclusion of any other insurance or self-insurance programs the City may carry. Any insurance or self-insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute to it.
- 7. <u>Waiver of Subrogation</u>. Consultant waives all rights against the City, its officers, employees, agents and volunteers for recovery of damages to the extent these damages are covered by the insurance the Consultant is required to carry pursuant to this Contract.
- 8. Reporting. Failure to comply with any insurance policy reporting provisions shall not affect coverage provided to the City.

- 9. <u>Cross Liability</u>. The required insurance coverages shall apply separately to each insured against whom claim is made or brought in a suit, except with respect to the limits of the insurer's liability.
- 10. <u>Indemnification</u>. The policies shall contain an acknowledgement by the underwriters that the Consultant shall indemnify and save harmless the City against any and all claims resulting from the wrongful or negligent acts or omissions of the Consultant or other parties acting on its behalf under the Contract to which the insurance applies; and that the hold harmless assumption on the part of the Consultant shall include all reasonable costs necessary to defend a lawsuit including actual reasonable attorney fees.

C. MINIMUM LIMITS AND OTHER PROVISIONS

1. WORKER'S COMPENSATION INSURANCE.

Wisconsin statutory limits for all employees of the bidder to whom the award is made.

All subcontractors and material men shall furnish to the Consultant and the City certificates of similar insurance for all their respective employees, unless such employees are covered by the protection afforded by the Consultant.

2. GENERAL LIABILITY INSURANCE.

Contractor shall maintain, and a Certificate of Insurance shall be furnished for Worker's Compensation, Comprehensive General Liability, including Contractual Liability, and Automobile Liability insurance for any claims that may arise from operations under this contract in the following amounts:

Bodily Injury \$1,000,000 each occurrence

1,000,000 aggregate

Property Damage 500,000 each occurrence

500,000 aggregate

Automobile Liability 1,000,000 each accident

Certificates of insurance, in a form satisfactory to the City Attorney, shall be filed with the City and shall provide 30 days notice of cancellation.

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE.

a. Coverage. Coverage must be as broad as CA 00 01 Ed. 1992) - Occurrence Form Code No. 1, "any auto".

Comprehensive Coverage for all Owned, Non-Owned or Hired Motor Vehicles driven by the employees of the Consultant or Subcontractors, including vehicles and equipment owned by the City if used exclusively for the project.

Uninsured or Underinsured Motorists Liability Coverage at full policy limits.

b. Minimum Limits of Liability:

Minimum Limits are the same as specifications for General Liability Insurance.

4. PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

- a. Coverage. Standard form: coverage provided on a claims-made basis with at least one-year extended reporting period; to include all liability assumed by the Consultant for the Project.
- b. Minimum Limits of Liability:

Minimum \$1 Million (project specific).