



Highway Department

1313 Holland Road, Appleton, WI 54911-8947
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Visit our website at www.outagamie.org

PROJECT MANUAL FOR

Project 591500
CTH OO Pavement Repairs
City of Appleton
Outagamie County
2024

PREPARED BY:

OUTAGAMIE COUNTY HIGHWAY DEPARTMENT
1313 HOLLAND ROAD
APPLETON, WI 54911-8947
(920) 832-5673

**Project 591500
CTH OO
Pavement Repairs**

**Contract Documents
August 7, 2024**

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I. Advertisement for Bids

**OFFICIAL NOTICE
ADVERTISEMENT FOR BIDS**

Notice is hereby given by Outagamie County, Wisconsin, that it will receive sealed bids for Project 591500, CTH OO Pavement Repairs, until 1:00 p.m., local time on Thursday, August 29, 2024, in the office of the Outagamie County Highway Department located at 1313 Holland Road, Appleton, WI 54911. Bids will be publicly opened and read at that time and date.

The project includes removal and replacement of concrete pavement panels, concrete pavement joint replacement, and spot curb and gutter replacement, and all other items necessary to complete the work shown on the plans.

The project includes three alternatives:

- Alternative A: STH 47 (N. Richmond Street) to N. Oneida Street
- Alternative B: N. Oneida Street to N. Meade Street
- Alternative C: N. Meade Street to approximately 750' east of N. Meade Street

Contract documents, plans, and bid specifications can be downloaded from the Outagamie County website (www.outagamie.org) under Bids & Proposals or by contacting Michael Morman, P.E., Assistant Highway Engineer, by email (Michael.Morman@outagamie.org) or by phone (920) 832-5673.

The owner reserves the right to reject any or all bids. All responsive bidders shall be pre-qualified by the Wisconsin Department of Transportation to perform the work in the bid or request prequalification a minimum of five (5) days prior to the bid being submitted.

Name: Michael Morman, P.E.
Title: Outagamie County Highway Engineer
Date: August 7, 2024

II. Bid Form

BID FORM

PROJECT IDENTIFICATION: **Project 591500**
 CTH OO Pavement Repairs
 City of Appleton, Outagamie County

THIS BID IS SUBMITTED TO: **Outagamie County Highway Department**
 Michael Morman, P.E., Highway Engineer
 1313 Holland Road
 Appleton, WI 54911

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the date of bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- (a) BIDDER has examined copies of all the bidding documents and of the following Addenda, receipt of all which is hereby acknowledged:

Addendum Number	Date of Addendum
_____	_____
_____	_____

- (b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
- (c) BIDDER is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
- (d) BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the bidding documents and all additional examinations, investigations, explorations, tests, studies and data with the bidding documents.
- (f) BIDDER has given OWNER written notice of all conflicts, errors or discrepancies that BIDDER has discovered in the bidding documents and the written resolution thereof by OWNER is acceptable to

BIDDER, and the bidding documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

- (g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

4. BIDDER will complete the Work in accordance with the bidding documents for the prices shown on the attached schedules of unit prices. The OWNER reserves the right to accept any bid alternate in its entirety. BIDDER is not required to submit all bid alternates but must complete at least one of the bid alternates in its entirety to be considered a complete bid. OWNER reserves the right to reject any bid alternates that are incomplete.

BIDDER acknowledges that unit quantities contained in some parts of the proposal are not guaranteed and final payment will be based on actual quantities determined as provided in the contract documents and installed in the field.

5. BIDDER agrees that the Work will be substantially complete and completed and ready for final payment in accordance with the Special Provisions on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the contract documents.

6. The following documents are either attached hereto or previously submitted and made a condition of this Bid:

- (a) Required Bid Security in the form of (Bond) (Certified Check) attached hereto in the amount of at least ten percent (10%) of the maximum bid price.
- (b) A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this Bid.

7. Communications concerning this Bid shall be addressed to the address of BIDDER indicated below.

8. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

BID FORM

Project 591500 – Alternative A STH 47 (N. Richmond St.) to N. Oneida St. CTH OO Pavement Repairs Outagamie County			Quantity	Unit Price	Extended Price
Item	Unit	Item Description			
204.0150	LF	Removing Curb & Gutter	22		
213.0100	EA	Finishing Roadway	1		
416.0610	EA	Drilled Tie Bars	28		
416.0620	EA	Drilled Dowel Bars	824		
416.1710	SY	Concrete Pavement Repair	600		
416.1720	SY	Concrete Pavement Replacement	127		
601.0409	LF	Concrete Curb & Gutter 30-Inch Type A	22		
611.8110	EA	Adjusting Manhole Covers	2		
611.8115	EA	Adjusting Inlet Covers	1		
619.1000	EA	Mobilization	1		
628.7015	EA	Inlet Protection Type C	3		
643.0300	DAYS	Traffic Control Drums	1,920		
643.0410	DAYS	Traffic Control Barricades Type III	180		
643.0705	DAYS	Traffic Control Warning Lights Type A	300		
643.0715	DAYS	Traffic Control Warning Lights Type C	150		
643.0900	DAYS	Traffic Control Signs	600		
643.5000	EA	Traffic Control	1		
690.0250	LF	Sawing Concrete	2,068		
BID TOTAL				\$	

Project 591500 – Alternative B N. Oneida St. to N. Meade Street CTH OO Pavement Repairs Outagamie County			Quantity	Unit Price	Extended Price
Item	Unit	Item Description			
204.0150	LF	Removing Curb & Gutter	42		
213.0100	EA	Finishing Roadway	1		
416.0610	EA	Drilled Tie Bars	386		
416.0620	EA	Drilled Dowel Bars	2,086		
416.1710	SY	Concrete Pavement Repair	1,190		
416.1720	SY	Concrete Pavement Replacement	740		
601.0405	LF	Concrete Curb & Gutter 18-Inch Type A	10		
601.0409	LF	Concrete Curb & Gutter 30-Inch Type A	32		
611.8110	EA	Adjusting Manhole Covers	1		
611.8115	EA	Adjusting Inlet Covers	2		
619.1000	EA	Mobilization	1		
628.7015	EA	Inlet Protection Type C	5		
643.0300	DAYS	Traffic Control Drums	2,560		
643.0410	DAYS	Traffic Control Barricades Type III	560		
643.0705	DAYS	Traffic Control Warning Lights Type A	420		
643.0715	DAYS	Traffic Control Warning Lights Type C	840		
643.0900	DAYS	Traffic Control Signs	4,585		
643.5000	EA	Traffic Control	1		
690.0250	LF	Sawing Concrete	5,293		
SPV.0180.01	SY	30" Concrete Centerline Repair	29		
BID TOTAL			\$		

Project 591500 – Alternative C N. Meade St. to approx. 750' east of N. Meade St. CTH OO Pavement Repairs Outagamie County			Quantity	Unit Price	Extended Price
Item	Unit	Item Description			
204.0150	LF	Removing Curb & Gutter	21		
213.0100	EA	Finishing Roadway	1		
416.0610	EA	Drilled Tie Bars	211		
416.0620	EA	Drilled Dowel Bars	1,096		
416.1710	SY	Concrete Pavement Repair	770		
416.1720	SY	Concrete Pavement Replacement	26		
601.0405	LF	Concrete Curb & Gutter 18-Inch Type A	10		
601.0409	LF	Concrete Curb & Gutter 30-Inch Type A	11		
611.8115	EA	Adjusting Inlet Covers	1		
619.1000	EA	Mobilization	1		
628.7015	EA	Inlet Protection Type C	3		
643.0300	DAYS	Traffic Control Drums	1,008		
643.0410	DAYS	Traffic Control Barricades Type III	408		
643.0705	DAYS	Traffic Control Warning Lights Type A	120		
643.0900	DAYS	Traffic Control Signs	3,216		
643.5000	EA	Traffic Control	1		
690.0250	LF	Sawing Concrete	3,023		
SPV.0180.01	SY	30" Concrete Centerline Repair	89		
BID TOTAL				\$	

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address _____

Phone No. _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business Address _____

Phone No. _____

A Corporation

By _____
(Corporation)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business Address _____

Phone No. _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

SUBCONTRACTOR LIST

Contractor shall list all subcontractors including the name, address, phone number, contact person, description of work and estimated dollar value of work.

Subcontractor

Name: _____

Address: _____

Contact: _____ Phone: (____) _____

Description: _____ Amount: \$ _____

Subcontractor

Name: _____

Address: _____

Contact: _____ Phone: (____) _____

Description: _____ Amount: \$ _____

Subcontractor

Name: _____

Address: _____

Contact: _____ Phone: (____) _____

Description: _____ Amount: \$ _____

Subcontractor

Name: _____

Address: _____

Contact: _____ Phone: (____) _____

Description: _____ Amount: \$ _____

The OWNER reserves the right to accept or reject any subcontractor.

III. Insurance Requirements

Outagamie County Highway Department – CTH OO Pavement Repairs - 2024

Article III – Insurance Requirements for Independent Contractors & Vendors

Section 1 - Indemnification and Hold Harmless Clause:

_____ (*Contractor / Vendor Name*) agrees at all times during the term of the agreement to indemnify, hold harmless and defend the County, its Boards, Committees, Officers, Employees, Authorized Representatives and Volunteers against any and all liabilities, losses, damages costs or expenses (including, without limitation, actual attorney’s and consultant’s fees) which the County, its Boards, Committees, Officers, Employees and Representatives may sustain, incur or be required to pay by reason of or in any way related to bodily injury, personal injury or property damage of whatsoever nature or in connection with or in any way related to the performance of the work by _____ (*Contractor/Vendor Name*), its employees, agents and anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs or expenses caused solely by or resulting from the gross negligent acts or omissions of the County, its Agencies, Boards, Committees, Officers, Employees, Authorized Representatives or Volunteers. It is agreed that Contractor/Vendor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor’s/Vendor’s indemnity obligations shall not be limited by any worker’s compensation statute, disability benefit or other employee benefit or similar law or by any other insurance maintained by or required of Contractor/Vendor.

Section 2 - Compliance with Laws, Regulations, Permits, Etc. Clause:

The _____ (*Contractor/Vendor Name*) shall comply with all Federal, State and local codes, laws, regulations, standards, and ordinances, including, without limitation, those of the Occupational Safety and Health Administration (OSHA), the Wisconsin Department of Safety and Professional Services and all County rules and orders governing the performance of the work performed by the Contractor/Vendor, its employees, agents and subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. In addition, any material, equipment or supplies provided to the County must comply with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety and all applicable OSHA Standards. Effective May 1, 2007 employers performing work on qualified public works construction projects in Wisconsin for municipal government and state building projects will be required to have a written substance abuse testing program in place. The provisions of this requirement are contained in Wisconsin Statute § 103.503.

Section 3 - Subcontractors Clause:

The _____ (*Contractor/Vendor Name*) shall require each of their Subcontractors to take out and maintain, during the life of their subcontract the same insurance coverages as required under section 6, below, including without limitation naming the County, its Boards, Committees, Officers, Employees, Authorized Representatives and Volunteers as additional insureds with respect to all commercial general liability insurance policies. Each Subcontractor shall furnish to the _____ (*Contractor/Vendor Name*) two (2) copies of all certificates of insurance in a form acceptable to the County. The _____ (*Contractor/Vendor Name*) shall furnish one copy of each of the certificates of insurance, and any other evidence of insurance requested by the County, to the County prior to the commencement of any work to be performed by Contractor/Vendor or its Subcontractors. The County reserves the right to immediately terminate the contract with no liability or obligation to Contractor/Vendor or its Subcontractors, if the Subcontractor is not in compliance with these insurance requirements.

Section 4 - Proof of Insurance:

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department and having an "AM Best" rating of A- or better. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of the Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Coverage afforded shall apply as primary and non-contributory, with the County, its Boards, Committees, Officers, Employees, Authorized Representatives and Volunteers named as **additionally insureds (with respects to any and all insurance policies identified in Section 6, as allowed by law)**. All liability insurance policies (except professional liability policies) to be maintained hereunder by Contractor/Vendor shall be occurrence based and not claims made policies. The County shall be given thirty (30) days advance notice of cancellation or nonrenewal of any and all required insurance coverages during the term of this agreement. Prior to the execution of this agreement, the _____ (*Contractor/Vendor name*) shall furnish the County with certificates of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative and, upon request, certified copies of the required insurance policies and any other insurance related information, evidencing the insurance coverage requirements referenced below. **Certificates of insurance shall be provided with RFP response or sealed bid or mailed to the following address: Outagamie County Highway Department, Attention: Risk Administrator, 1313 Holland Road, Appleton, WI 54911.** The County reserves the right to immediately terminate the contract with no liability or obligation to Contractor/Vendor or any of its Subcontractors, if the _____ (*Contractor/Vendor Name*) is not in compliance with these insurance requirements.

Section 5 – Applicable Law:

Any lawsuits related to or arising out of disputes under this agreement shall be commenced and tried in the Circuit Court of Outagamie County, Wisconsin and the County and _____ (*Contractor/Vendor Name*) shall submit exclusively and specifically to the jurisdiction of the Outagamie County Circuit Court for such lawsuits. This agreement will be governed and construed according to the laws of the State of Wisconsin.

Section 6 – Insurance Coverage Requirements:

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. **Outagamie County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor/Vendor from liabilities that might arise out of the performance of work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.** _____ (*Contractor/Vendor Name*) agrees that in order to protect itself and the County, its Boards, Committees, Employees, Authorized Representatives and Volunteers under the indemnity provisions of Section 1, it will at all times during the term of the agreement provide and maintain at its own expense, the following minimum limits of insurance covering its operations:

Minimum Insurance Coverages and Limits

1) Worker's Compensation & Employer's Liability

- a) Applicable State – Statutory Limits as Required by the State of Wisconsin
- b) Applicable Federal (e.g. U.S. Longshoremen's and Harbor Worker's Act, Admiralty (Jones) Act, and Federal Employer's Liability Act) – Statutory Limit
- c) Employer's Liability - \$100,000 each occurrence / \$100,000 each person (disease) / \$500,000 total limit (disease)

Except as may be otherwise set forth herein, the County shall not be liable to _____ (*Contractor/Vendor Name*), its employees, or subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, for any injuries to any of them arising out of or in any way related to the performance of the work under this agreement. _____ (*Contractor/Vendor Name*) agrees that the indemnification and hold harmless provisions within this agreement extend to any claims brought by or on behalf of any such employees, subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

2) Automobile Liability – Owned, Non-Owned, Hired

- a) Bodily Injury and Property Damage Combined - \$1,000,000 for bodily injury and property damage per occurrence limit covering all vehicles to be used in connection with the performance of Contractor's/Vendor's obligations under this Agreement.
- b) Coverage for commercial automobile liability insurance shall be at least as broad as Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

If Contractor/Vendor/Subcontractor or Contractor's/ Vendor's/Subcontractor's employees use personal vehicles to perform any services or work to be performed by Contractor/Vendor or Subcontractor under this Agreement, the Contractor/Vendor/Subcontractor must provide, to the County, a copy of the Certificate of Insurance (and any other documentation requested by the County) for Personal Automobile Liability coverage for each employee of Contractor/Vendor/Subcontractor who will be using their personal vehicle to perform such services or work as evidence of satisfactory compliance.

3) Comprehensive General Liability (Including Broad Liability Endorsement)

- a) Bodily Injury and Property Damage Combined - \$1,000,000, Each Occurrence
- b) Personal Injury - \$1,000,000
- c) X,C,U – \$1,000,000 / Each Occurrence
- d) Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

4) Umbrella or Excess Liability

- a) \$1,000,000 following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverages.

5) Completed Operations / Product Liability

- a) \$1,000,000 / Each Accident

Coverage shall be maintained for a period of two (2) years after the final payment to Contractor/Vendor.

IV. Special Provisions

SPECIAL PROVISIONS

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SPECIAL PROVISIONS

1. General

All contracting procedures, work, and materials supplied under this proposal shall conform to the 2024 Edition of the Standard Specifications for Highway and Structure Construction of the Wisconsin Department of Transportation (Standard Specifications). The special provisions in this proposal shall supplement and take precedence over the above-mentioned specifications.

If all or a portion of the plans and special provisions are developed in the SI metric system and the schedule of prices is developed in the US standard measure system, the department will pay for the work as bid in the US standard system.

The County of Outagamie, the issuer of this bid proposal, shall hereinafter be referred to as "the Department". The term "Engineer" shall mean an employee or authorized representative of the Outagamie County Highway Department who is tasked with having direct supervision or administration of the contract work.

2. Scope of Work

The work under this contract shall consist primarily of pavement removal, concrete pavement, curb and gutter, traffic control, and erosion control.

3. Project Plans, Project Manual and Addenda

Contract documents can be downloaded from the Outagamie County website (www.outagamie.org) located in the RFP postings section under "*Financial Services*". Project addenda, if required, will be posted at the same location. It is the contractor's responsibility to check the website for addenda prior to submitting bid.

4. Bid Bond and Performance Bond

Each proposal must be accompanied by a certified check payable to Outagamie County, or by a bid bond, in the amount of 10 percent (10%) of the maximum bid as a guarantee for the amount specified in the bid. The certified check is returnable to the bidder immediately after the signing of the contract.

Successful bidders shall furnish the Department with a performance bond equal to 100% of the contracted amount.

5. Insurance

The contractor shall furnish and deliver to the Department a certificate of insurance meeting the minimum requirements of Section 107.26 of the Standard Specifications and Part III of the Project Manual.

6. Liquidated Damages

Liquidated damages will be charged in accordance with the Standard Specifications for all calendar days accrued beyond the completion date specified in the Prosecution and Progress and Traffic sections.

7. Work by Others.

Outagamie County will assist with overall project management and coordination between all parties. Primary contact and representative for the Department is Michael Morman, Assistant Highway Engineer (920-850-3269). Backup contact is Joe Zellmer, Highway Engineer (920-209-9807).

8. Prosecution and Progress

Begin work within ten calendar days after the Department issues a written notice to do so.

Provide the start date to the Department in writing within a week after executing the contract but at least 14 calendar days before the preconstruction conference. Upon approval, the Department will issue the notice to proceed within ten calendar days before the approved start date.

To revise the start date, submit a written request to the Department at least one week before the intended start date. The Department will approve or deny that request based on the conditions cited in the request and its effect on the Department's scheduled resources.

In order to assist with overall project coordination, participate in a weekly construction meeting during periods when work is occurring on the project. Meetings will be held at a mutually-agreeable time and place and are intended to coordinate project schedule, traffic impacts, etc. for the upcoming work. Outagamie County will lead the weekly meeting.

Submit a schedule to complete the contract work prior to being issued the Notice to Proceed. Coordinate work operations with the City of Appleton and Outagamie County to ensure that traffic signal timing is optimized for the remaining movements at intersections.

9. Traffic

The contractor shall provide primary traffic control devices (i.e. signs, drums, barricades, etc.) for performing all roadway improvements. Any additional costs anticipated by the contractor for performing work on the project and maintaining traffic as further discussed in this section shall be compensated under the Traffic Control bid item or be considered incidental to the work item associated with the cost. Outagamie County will deploy PCMS signs at least three (3) working days prior to project start to notify the public about impending work. Coordinate with Michael Morman, Assistant Highway Engineer, at 920-850-3269 to coordinate this work.

Submit to the Department for approval a detailed traffic control plan at least ten (10) days prior to starting work. Notify the Department of any planned changes to the traffic control plan at the weekly construction meeting or at least 48 hours prior to implementing the change.

Perform all traffic control in accordance with the requirements of Section 643 of the standard specifications, and as shown on the plans or as approved by the Department, except as hereinafter modified. The contractor will be responsible for providing WisDOT certified flaggers and signs according to applicable standard detail drawings if work occurs outside of a lane closure.

Coordinate with the Department for any covering or altering of existing signage. Signal-mounted signage that is installed on existing traffic signal poles and arms. Replace any contractor-damaged signs or equipment at no additional cost to the Department.

Keep all existing sidewalks open unless otherwise shown on the plans or as approved by the Department. Maintain pedestrian access to adjacent properties, businesses, schools, and at bus stops or provide temporary facilities where necessary, as directed by the Department. Provide adequate temporary sidewalk and bridging between the curb and right-of-way line over freshly paved concrete or other obstructions or hazards within or directly adjacent to the sidewalk area, and as directed by the Department.

Do not deliver or store materials and equipment within open travel lanes or open side roads during any stage of construction.

Do not leave vertical drop-offs greater than 2 inches adjacent to live traffic for more than 24 hours.

The closures detailed in alternatives B and C shall not take place concurrently.

Alternative A

County OO shall remain open to traffic with a minimum of one through lane open in each direction at all times. Stage 1 will include work performed on the outside lanes and curb while the inside lanes and two way left turn lane remain open to traffic. Stage 2 will include work performed on the inside lanes and the two way left turn lane while traffic is maintained in each direction in the outside lanes. The two way left turn lane will be closed during stage 2 as well.

The total duration of all lane closures shall not exceed **thirty (30) calendar days** unless a written extension is issued by the Department. Maintain traffic through the N Oneida Street Intersection at all times unless authorized in writing by the Department.

Alternative B

Close County OO between N Oneida Street and N Meade Street for the pavement repair work and utilize N Richmond St/STH 47, IH 41, and N Ballard Road for the detour route. A signed detour route plan is included in the plans.

Maintain local access to driveways between N Oneida St and the beginning of the median near Sta 575+50 using singular lane closures and maintaining one lane for local traffic in each direction. Full closure of CTH OO shall take place from Sta 575+50 to N Meade St.

Stage and perform any pavement repair within intersections in a manner that will maintain traffic through the intersections.

The total duration of all lane closures shall not exceed **thirty-five (35) calendar days** unless a written extension is issued by the Department.

Alternative C

Close County OO between N Meade Street and the end project limits approximately 750' east of N Meade Street for the pavement repair work and utilize N Richmond St/STH 47, IH 41, and N Ballard Road for the detour route. A signed detour route plan is included in the plans.

Maintain local access to one of the driveway entrances at either Sta 594+00 or Sta 595+00 to the Daily Pint.

Stage and perform any pavement repair within intersections in a manner that will maintain traffic through the intersection.

The total duration of all lane closures shall not exceed **twenty-four (24) calendar days** unless a written extension is issued by the Department.

10. Utilities

This contract does not come under the provisions of Administrative Rule Trans 220.

There are underground and overhead facilities located within the project limits for the project. The contractor shall coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area, as required by statute. The contractor shall use caution to ensure the integrity of underground facilities and shall maintain code clearances from overhead facilities at all times.

Work around or remove and dispose of any discontinued utility conduits, cables, and pipes encountered during excavation. Any removal and disposal shall be incidental to common excavation, unless specified otherwise in this contract as a separate bid item.

There are traffic signal loops located in the pavement near the intersections. The anticipated locations of existing loops are:

- Left Turn Lanes at Meade Intersection
- All approaches at Oneida Intersection

If removals are needed in the pavement panels including signal loops, please coordinate with the City of Appleton.

Michael Hardy
Traffic Engineer
City of Appleton
920-832-5580
Michael.Hardy@Appleton.org

The following utility owners have facilities within the project area; however, no adjustments are anticipated:

- Appleton Area School District
- AT&T Wisconsin
- City of Appleton Water and Sanitary
- City of Appleton Traffic
- Level 3 / Lumen
- Outagamie County
- TDS
- Time Warner Cable
- Town of Grand Chute Sanitary
- US Signal
- WE Energies – Electric and Gas
- Windstream

11. Concrete Pavement Repair, Concrete Pavement Replacement Item 416.1710, 416.1720

B Materials

Add the following to standard spec 416.2.1:

HES or SHES concrete may not be used without written permission from the engineer or department.

C Construction

Add the following to standard spec 416.3

Prepare the base as specified in standard spec 211 using engineer-approved hand methods. Place the repair to the thickness of the contiguous pavement. In lieu of replacing the base that was damaged or removed, the contractor will be allowed to place concrete to fill this area at no additional cost to the department.

12. Concrete Centerline Repair, 30-Inch Item SPV.0180.01

A Description

This special provision describes construction of 30" Concrete Centerline Repair Special accordance with standard spec 415, standard spec 416, and standard spec 710. QMP for this item shall be combined with the Concrete Pavement Repair and Concrete Pavement Replacement Items and covered under standard spec 716, as shown on the plans, and hereinafter provided.

B Materials

Furnish concrete conforming to WisDOT Standard Spec Section 501 and 716.

C Construction

Conform to Construction Detail 30" Concrete Centerline Repair. Construction of joints, dowel bars, and tie bars shall follow Standard Detail Concrete Pavement Repair and Replacement.

Prepare the base as specified in standard spec 211 using engineer-approved hand methods. Place the repair to the thickness of the contiguous pavement. In lieu of replacing the base that was damaged or removed, the contractor will be allowed to place concrete to fill this area at no additional cost to the department.

D Measurement

The department will measure Concrete Centerline Repair, 30-Inch by the square yard, acceptably completed.

E Payment

The Department will pay for measured quantities at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	30" Concrete Centerline Repair	SY

Payment is full compensation for removing old pavement and disposing of removed materials; for sawing joints; for preparing the base; for providing the concrete, curing and protecting concrete.

The department will pay separately for Drilled Tie Bars into existing pavement.

V. Agreement

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2024, by and between Outagamie County, hereinafter called "OWNER" and _____, (Name of Contractor),

doing business as an individual or a partnership or a corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Project 591500, CTH OO Pavement Repairs, Outagamie County.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECTS described herein.

3. The CONTRACTOR will complete the work required by the CONTRACT DOCUMENTS **within forty-five (45) calendar days** unless extended otherwise by the OWNER and ~~ENGINEER~~.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown in the BID FORM.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Advertisement for Bids
- (B) Special Provisions
- (C) Bid Form
- (D) Agreement
- (E) Notice of Award
- (F) Notice to Proceed
- (G) Bid Bond
- (H) Performance Bond
- (I) Certificate of Insurance

6. The OWNER will pay the CONTRACTOR as work progresses in the manner and at such times as set forth in the CONTRACT DOCUMENTS. The OWNER will retain 5% of the contract cost until final project acceptance.

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto executed, or caused to be executed by their duly authorized officials, this AGREEMENT in triplicate each of which shall be deemed as original on the date first above written.

OWNER:

BY _____

Name _____

(Please Type)

Title _____

(SEAL)

ATTEST:

Name _____

(Please Type)

Title _____

CONTRACTOR:

BY _____

Name _____

(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____

(Please Type)

Title _____

VI. Notice of Award

NOTICE OF AWARD

To: _____



PROJECT DESCRIPTION: Project 591500, CTH OO Pavement Repairs

The Outagamie County Highway Department has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated August 1, 2024, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of

\$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20_____.

Owner

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____

this the _____ day of _____, 2024.

By _____

Title _____

VII. Notice to Proceed

NOTICE TO PROCEED

Project 591500
CTH OO Pavement Repairs
City of Appleton, Outagamie County

Date: _____, 2024

To: _____

Owner's Project No. 591500

Contract For: CTH OO Pavement Repairs
City of Appleton
Outagamie County, WI

You are hereby notified that the contract time under the above contract will commence to run on _____, 2024. By that date, you are to start performing the work and your other obligations under the contract documents at the location of the project described above.

Before you may start any work at the site, you must deliver to the Owner a Certificate of Insurance which you are required to purchase and maintain in accordance with the contract documents.

Work at the site must be started by _____, 2024.

Outagamie County
Owner

Authorized Signature

Name & Title



VIII. Change Order Form

CHANGE ORDER REQUEST

Order No. _____

Date: _____

Agreement Date: _____

NAME OF PROJECT: _____

OWNER: _____

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased)

by: \$ _____

The new CONTRACT PRICE including this CHANGE ORDER will be \$ _____

Change to CONTRACT TIME:

The date for completion of all work will be _____ (Date).

Approvals Required:

Requested by: _____

Recommended by: _____

Ordered by: _____

Accepted by: _____