



Find us on  @Outagamie County Highway Department

Highway Department

1313 Holland Road, Appleton, WI 54911-8947

Phone: (920) 832-5673 Fax: (920) 832-2032

Visit our website at www.outagamie.org

**OUTAGAMIE COUNTY
REQUEST FOR BIDS
FOR
CTH KK PAVEMENT REPAIRS
FOR
HIGHWAY DEPARTMENT**

DUE BY: MARCH 19, 2026 at 2:00 PM

1.0 Description & Specifications

The Outagamie County Highway Department (*the Department*) is requesting bids for a pavement repair project on CTH KK in the City of Appleton, from STH 441 to Coop Rd.

Associated specifications and requirements are included in the Project Manual. Upon review of the bid documents, complete and return the bid form(s) indicating the proposed unit cost for the associated work item(s). Costs submitted with this bid shall remain. The Department will pay for measured quantities and/or services at the proposed bid price under the respective item listed on the associated bid form. If there is any deviation from the requested material and/or service, it must be listed and included with the submitted bid.

2.0 Insurance and Indemnification

Refer to **Attachment B**. Each responsive supplier and/or vendor must complete **Attachment B** and return with their completed bid. A Certificate of Insurance is also required in order to be deemed a complete bid. A signed agreement will be executed between the Department and the awarded contractor upon acceptance of the bid.

3.0 Contact Person

Direct any questions or requests for additional information to:

Michael Morman, P.E.
Assistant Highway Engineer
(920) 832-5673
michael.morman@outagamie.org

Questions regarding the plans and bidding documents will be received until the close of business on Monday, March 16, 2026.

4.0 Clarification and/or Revisions to the Specifications and Requirements

Bidder shall examine the bid documents carefully and completely before submitting a bid. Bidder may request from the Department's contact person(s) additional information or clarification. A Bidder's failure to request additional information or clarification shall preclude the Bidder from subsequently claiming any ambiguity, inconsistency, or error.

The Department will issue responses to inquiries and/or any other corrections or amendments it deems necessary in written addendum prior to the bid due date. Bidders shall rely only on the representations, statements or explanations that are contained in this RFB and any written addendums to this RFB. Where there appears to be a conflict between the RFB and any addendum issued, the latest addendum shall prevail.

It is the Bidder's responsibility to assure receipt of all addenda. The Department will post any addenda online at <https://www.outagamie.gov/Business-Development/Bids-Proposals>. Upon posting, such addenda shall become part of the RFB and binding on Bidder.

5.0 Reservation

The Department reserves the right to accept or reject, any or all bids, in whole or in part, as deemed in the best interest of Outagamie County.

- a. This bid request does not commit the Department to make an award or to pay any costs incurred in the preparation of a bid or in response to this request.
- b. The bid will become part of the Department's files without any obligation on the Department's part.
- c. The Bidder shall not offer any gratuities, favors, or anything of monetary value to any official or employee of Outagamie County for any purpose.
- d. The Bidder, supplier and/or vendor shall report to the Department any manufacturer product price reductions, model changes, and/or product substitutions that deviate from the requirements of this request. No substitutions shall be allowed without prior approval from the Department. A substitution request does not imply approval.
- e. The Department has the sole discretion and reserves the right to cancel this request for bids and to reject any and all bids received prior to award, to waive any or all informalities and/or irregularities, or to re-advertise with either an identical or revised request.
- f. The Department reserves the right to request clarification(s) for any bid received.

6.0 Closing Date

Sealed bids will be received up to 2:00 p.m. CST on Thursday, March 19, 2026. Bids will be publicly read at that time.

7.0 Bid Submittal Address

Hand deliver or mail sealed bids to:

Outagamie County Highway Department
Attn: Michael Morman
1313 Holland Rd
Appleton, WI 54911

The sealed envelope containing the bid shall show the name of the Bidder and must be clearly marked "**Sealed Bid – CTH KK PAVEMENT REPAIRS**".

8.0 Taxes

Outagamie County is exempt from Federal Excise Tax (FIN 39-6005724), Wisconsin Sales Tax (ES 41005), but if there is a tax, such as local or county, it must be shown in the bid.

9.0 Method of Procurement

The method for this procurement is competitive sealed bid, pursuant to §66.0901 and Chapters 22 and 50 of the Outagamie County Code of Ordinances. All Bidders/Proposers also agree to comply with *Section 22-24, Responsible Bidder Criteria*, which can also be found in **Attachment B**.

10.0 Venue

This agreement will be governed and construed according to the laws of the State of Wisconsin. This agreement is performable in Outagamie County.

11.0 Status of Bid

Upon selection, bids will be considered public record and details will be posted online at <https://www.outagamie.gov/Business-Development/Bids-Proposals/Awarded-Bids>.

**Project 592400
CTH KK Pavement Repairs (Calumet St)
STH 441 to Coop Rd
Pavement Repairs**

**Contract Documents
March 2, 2026**

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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 592400, CTH KK Pavement Repairs (Calumet St) STH 441 to Coop Rd, until 2:00 p.m., local time on Thursday, March 19, 2026, 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, concrete driveway replacement, and spot curb and gutter replacement, and all other items necessary to complete the work shown on the plans.

Contract documents, plans, and bid specifications can be downloaded from the Outagamie County website (<https://www.outagamie.gov/Business-Development/Bids-Proposals>) 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: March 2, 2026

II. Bid Form

COVER SHEET & CONTACT INFORMATION

Bids Due: March 19, 2026 by 2:00 p.m. CST

Send/Deliver Bids To: Outagamie County Highway Department
Attn: Michael Morman, P.E.
1313 Holland Rd
Appleton, WI 54911

Firm Name: _____

Authorized Signature: _____

Printed name: _____

Title: _____

Date: _____

Address: _____

City/State/Zip: _____

Phone/Fax: _____

Email Address: _____

BID FORM

PROJECT IDENTIFICATION: **Project 592400**
 CTH KK Pavement Repair (Calumet St)
 STH 441 to Coop Rd
 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 592400 CTH KK Pavement Repairs (Calumet St) STH 441 to Coop Rd Outagamie County			Quantity	Unit Price	Extended Price
Item	Unit	Item Description			
204.0100	SY	Removing Concrete Pavement	33		
204.0150	LF	Removing Curb & Gutter	198		
204.0155	SY	Removing Concrete Sidewalk	11		
205.0100	CY	Excavation Common	2		
213.0100	EA	Finishing Roadway	1		
416.0610	EA	Drilled Tie Bars	172		
416.0620	EA	Drilled Dowel Bars	1278		
416.1710	SY	Concrete Pavement Repair	727		
416.1715	SY	Concrete Pavement Repair SHES	116		
416.1720	SY	Concrete Pavement Replacement	139		
416.1725	SY	Concrete Pavement Replacement SHES	53		
465.0120	TON	Asphaltic Surface Driveways and Field Entrances	3		
601.0405	LF	Concrete Curb & Gutter 18-Inch Type A	59		
601.0409	LF	Concrete Curb & Gutter 30-Inch Type A	118		
602.0415	SF	Concrete Sidewalk 6-Inch	100		
602.0810	SY	Concrete Driveway 6-Inch	55		
611.8110	EA	Adjusting Manhole Covers	1		
611.8115	EA	Adjusting Inlet Covers	9		
619.1000	EA	Mobilization	1		

620.0300	SF	Concrete Median Sloped Nose	48		
628.7015	EA	Inlet Protection Type C	24		
643.0300	DAY	Traffic Control Drums	8,288		
643.0410	DAY	Traffic Control Barricades Type III	489		
643.0705	DAY	Traffic Control Warning Lights Type A	978		
643.0715	DAY	Traffic Control Warning Lights Type C	874		
643.0800	DAY	Traffic Control Arrow Boards	128		
643.0900	DAY	Traffic Control Signs	1,818		
643.5000	EA	Traffic Control	1		
646.1005	LF	Marking Line Paint 4-Inch	30		
646.1020	LF	Marking Line Epoxy 4-Inch	300		
646.5020	EA	Marking Arrow Epoxy	4		
646.5120	EA	Marking Word Epoxy	2		
646.6120	LF	Marking Stop Line Epoxy 18-Inch	20		
646.8220	EA	Marking Island Nose Epoxy	3		
690.0150	LF	Sawing Asphalt	40		
690.0250	LF	Sawing Concrete	4073		
SPV.0180.01	SY	30" Concrete Centerline Repair	41		
SPV.0180.02	SY	30" Concrete Centerline Repair SHES	10		
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

Highway Department – CTH KK Pavement Repairs
Attachment B – 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

_____ (*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, ordinances, and orders governing the performance of the work performed by _____ (*Contractor/Vendor Name*), 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 – Subcontractor Clause

_____ (*Contractor/Vendor Name*) shall require each of their Subcontractor(s) 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. _____ (*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 Name*) or its Subcontractor(s). The County reserves the right to immediately terminate the contract with no liability or obligation to Contractor/Vendor or its Subcontractor(s), 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/Vendor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor/Vendor. 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*) to be maintained hereunder by _____ (*Contractor/Vendor Name*) 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, _____ (*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 Subcontractor(s), if _____ (*Contractor/Vendor Name*) is not in compliance with these insurance requirements.

Section 5 – Applicable Law

Any lawsuit(s) 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 – Responsible Bidder Requirements

_____ (*Contractor/Vendor Name*) agrees to comply with the responsible bidder criteria found in Outagamie County Code of Ordinances Section 22-24, Article II, Division I (*attached for reference*).

Section 7 – 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.

Sec. 22-24. - Responsible bidder criteria.

- (a) *Purpose.* Pursuant to Wis. Stats. §§ 66.0901 and 59.52(29), all public works contracts, including any contract for the construction, repair, remodeling or improvement of any public work, building, or furnishing of supplies or material of any kind where the estimated cost of such work will exceed \$25,000.00, shall be let by contract to the lowest responsible bidder. What constitutes a "responsible bidder" is a determination that requires the exercise of discretion by the county and its departments, officials and/or employees under reasonably consistent responsible bidder criteria, and this section is intended to provide that criteria.
- (b) *Definitions.* In this section, the following definitions shall apply:
- (1) "*Contractor*" means a person, corporation, partnership or any other business entity that performs work on a public works contract as a general contractor, prime contractor or subcontractor at any tier.
 - (2) "*Registered apprenticeship program*" means an apprenticeship program that is currently registered with either a state or federal governmental entity and that has a graduated apprentices to journeyperson job classification system process as well as a bonafide training program.
 - (3) "*Public works contract*" includes any contract for the construction, repair, remodeling or improvement of any public work, building, or furnishing of supplies or material of any kind where the estimated cost of such work will exceed \$25,000.00.
- (c) *Responsible bidder criteria.* In order to be considered a responsible bidder by Outagamie County for purposes of being awarded a public works contract, the following criteria must be met:
- (1) The contractor must maintain a permanent place of business;
 - (2) The contractor must be authorized to do business in the State of Wisconsin;
 - (3) The contractor, agent, partner, employee and/or officer of the contractor, must not be debarred, suspended, or declared ineligible from contracting with any unit of federal, state or local government;
 - (4) The contractor must be in compliance with the provisions of Section 2000e of Chapter 21, Title 42 of the United States Code, and Federal Executive Order No. 11246, as amended by Executive Order No. 11375 (known as the equal opportunity employer provisions);
 - (5) The contractor must have adequate and appropriate:
 - a. General liability insurance;
 - b. Automobile insurance, except when a licensed motor vehicle is not used in the performance of the contract; and
 - c. Workers' compensation and unemployment insurance, except when the contractor does not have employees.

- (6) The contractor must have complied with all provisions of any prevailing wage laws and federal Davis-Bacon related Acts, and the rules and regulations therein, for projects undertaken by the contractor that are covered by these laws, for the past five years;
- (7) Regarding a public works contract estimated to be in excess of \$2,000,000.00, and if determined to be appropriate in the discretion of the Outagamie County Procurement Coordinator at the time a request for bids or request for quotes is issued, then in order to be considered a responsible bidder, the contractor must participate in a registered apprenticeship program;
- (8) The contractor must have a written substance abuse prevention program meeting the requirements of Wis. Stats. § 103.503;
- (9) The employees who will perform work on the project for the contractor must be properly classified as employees or independent contractors under all applicable laws;
- (10) If the contractor has been the subject of any order or judgment from any state or federal agency or court concerning an employment practice, the contractor must provide copies of the investigation, order or judgment for the county to consider as a factor in determining whether the contractor is a responsible bidder. The contractor may be disqualified for failing to provide said documentation;
- (11) The contractor's employees who will perform work on the project must be covered under a current workers' compensation policy and must be properly classified under such policy;
- (12) The contractor must be in compliance with all laws regarding health insurance coverage for employees;
- (13) The contractor must possess all applicable professional and trade licenses required for performing the public works;
- (14) The contractor must have adequate financial resources to complete the public works contract, and to complete all other work the bidder is presently under contract to complete;
- (15) The contractor must be bondable for the terms of the proposed public works contract;
- (16) If required in the discretion of the Outagamie County Procurement Coordinator at the time a request for bids or request for quotes regarding a contract of any amount is issued, then in order to be considered a responsible bidder, the contractor must have a record of satisfactorily completing a specific number of projects of similar size and complexity within the last specific number of years, with the required specific number of projects and years to be determined by the procurement coordinator prior to the request for bids or request for quotes being issued;
- (17) The contractor must have a history of satisfactorily completing projects. Criteria which will be considered in determining whether the contractor is a responsible bidder regarding satisfactorily completing projects may include, but are not limited to, whether the contractor

has an acceptable past history of:

- a. Completing contracts in accordance with drawings and specifications;
- b. Diligently performing work and completing contracts in accordance with established time schedules, including any granted extensions of time; and
- c. Fulfilling guarantee requirements of the contract documents.

(18) The contractor must have, and diligently maintain, a written safety program;

(19) The general or prime contractor bidding on a public works contract must include in its sealed bid an affidavit swearing compliance with the criteria set forth in subsection (c) on the form required by the county. The general or prime contractor awarded the public works contract must also provide to the county an affidavit swearing compliance with the criteria set forth in subsection (c) on the form required by the county from every subcontractor at any tier who will perform work on the project prior to that subcontractor commencing work on the project.

(d) *No restriction on discretion.* If information is discovered or comes into the possession of the county or a county department, official and/or employee responsible for awarding the public works contract, and if such information calls into question the contractor's abilities or competence to faithfully and responsibly comply with the terms of a public works contract and is considered to be both credible and verifiable, then that information shall be considered in determining whether the contractor is a responsible bidder.

(Ord. No. O-2023-24, 3-12-2024)

INFORMATION ONLY

IV. Special Provisions

SPECIAL PROVISIONS

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7.	Work by Others	1
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9.	Traffic	2
10.	Utilities	3
11.	Concrete Pavement Repair, Concrete Pavement Replacement Item 416.1710, 416.1720	4
12.	Concrete Pavement Repair SHES, Concrete Pavement Replacement SHES Item 416.1715, 416.1725	4
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SPECIAL PROVISIONS

1. General

All contracting procedures, work, and materials supplied under this proposal shall conform to the 2025 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 (<https://www.outagamie.gov/Business-Development/Bids-Proposals>). 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.

Spring Start Date

If the start date is prior to Friday, May 22:

Work must be completed and all roadway lanes re-opened to traffic by noon on Friday May 22 or 45 calendar days after the start date, whichever occurs first.

Fall Start Date

If the start date is on or after Tuesday, September 9:

Work must be completed and all roadway lanes re-opened to traffic by noon on Friday November 13 or 45 calendar days after the start date, whichever occurs first.

No work is to take place on CTH KK or associated sideroads between noon on Friday, May 22 to 6:00 AM Tuesday September 8.

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.

If the contractor does not complete the work within the contract time or within the extra time allowed under Engineer-granted time extensions, the Department will assess liquidated damages in accordance with Section 108.11 of the Wisconsin Department of Transportation (WisDOT) Standard Specification for Highway and Structure Construction 2025 Edition.

Construction Staging

Replace or repair any concrete under lane closures outlined in the plan. Re-open traffic lanes as soon as material requirements outlined in the specifications have been met and roadway has been swept clean of debris.

Replace or repair any concrete in locations noted as Concrete Pavement Repair SHES, Concrete Pavement Replacement SHES, or 30" Concrete Pavement Centerline Repair SHES removed on the same day. These patches are to be re-opened during peak travel hours.

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 five (5) 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. 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.

County KK shall remain open to traffic with a minimum of one through lane open in each direction at all times. See traffic control sheets. Stage 1 will include work performed on the outside lanes and curb while the inside lanes and left turns lane remain open to traffic. Stage 2 will include work performed on the inside lanes and the left turn lanes (as applicable) while traffic is maintained in each direction in the outside lanes.

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

Temporary lane closures outlined in the plan in Traffic Control – Stage 1 SHES and Traffic Control – Stage 2 SHES are permitted on CTH KK and associated sideroads only during CTH KK off-peak travel hours. Temporary lane closures outlined in the plan in Traffic Control – Stage 1 SHES and Traffic Control – Stage 2 SHES will not be permitted on CTH KK during the peak travel hours shown below:

CTH KK: 7:00 AM – 7:00 PM

Stoney Brook Road: 11:00 AM – 7:00 PM

Peak travel hour closures must follow temporary lane closures in accordance with the plan sheets Traffic Control – Stage 1 and Traffic Control – Stage 2 and may not include the additional closures shown in Stage 1 SHES and Stage 2 SHES

Do not reopen traffic lanes until placed concrete reaches required opening strength, all debris and equipment is removed from roadway, and work zone has been swept.

Maintain local access to the driveway entrances with the exception of the driveway closure at Sta 28+75 WB. The driveway entrance at Station 28+75 WB may be closed for a maximum of 7 calendar days. Request permission from the department for additional driveway closures.

The total duration of all lane closures shall not exceed **forty-five (45) calendar days** after project start 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 not expected to be traffic signal loops located in the pavement near the intersections. If removals are needed in the pavement panels and utility marking indicates the possibility of signal loops, please coordinate with the City of Appleton.

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

Utility owners have facilities within the project area; however, no adjustments are anticipated:

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. Coordinate with engineer if operations necessitate additional SHES concrete locations.

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 Pavement Repair SHES, Concrete Pavement Replacement SHES Item 416.1715, 416.1725

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.

13. Concrete Centerline Repair, 30-Inch & Concrete Centerline Repair, 30-Inch SHES Item SPV.0180.01, SPV.0180.02

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, 716 and 416.2

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.

Special High Early Strength Concrete Pavement Repair and Replacement

Place, cure, and open special high early strength concrete to traffic on the same day as removing the old pavement. Follow opening strength requirements WisDOT Standard Spec Section 416.2.4.

D Measurement

The department will measure Concrete Centerline Repair, 30-Inch and Concrete Centerline Repair, 30-Inch SHES 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
SPV.0180.02	30" Concrete Centerline Repair SHES	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 _____, 2026, 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 592400, CTH KK Pavement Repairs (Calumet St) STH 441 to Coop Rd, 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 592400, CTH KK Pavement Repairs (Calumet St) STH 441 to Coop Rd

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 March 19, 2026, 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 _____, 2026.

By _____

Title _____

VII. Notice to Proceed

NOTICE TO PROCEED

**Project 592400
CTH KK Pavement Repairs (Calumet St)
STH 441 to Coop Rd
City of Appleton, Outagamie County**

Date: _____, 2026

To: _____

Owner's Project No. 592400

Contract For: CTH KK Pavement Repairs (Calumet St) STH 441 to Coop Rd
City of Appleton
Outagamie County, WI

You are hereby notified that the contract time under the above contract will commence to run on _____, 2026. 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 _____, 2026.

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: _____