

**OUTAGAMIE COUNTY
REQUEST FOR BID
FOR
HELICAL PILE INSTALLTION
FOR THE
MAINTENANCE DEPARTMENT**

Due Date: June 4, 2024 – 1:00 p.m. CT

Non-Mandatory Site Visit: May 21st at 1:00 pm (reference Section 3.0)

1.0 Introduction and Background

Outagamie County is seeking bids from qualified contractors to correct deflection issues in precast mechanical enclosure walls and install helical piles to reinforce the wall footings at the Outagamie County Justice Center located at 320 S Walnut St, Appleton WI 54911. CBS Squared, Inc. performed an architectural study of the leaning precast walls in 2023 and provided a structural inspection report, which recommends the installation of helical piles as a corrective action for the leaning walls. Intertek PSI completed geotechnical soil borings and an associated report in spring of 2024. The scope of this project includes re-leveling of the precast walls and then adding helical piles per CBS recommendations in the attachment labeled "Structural Inspections Report" dated 11/3/2023. Awarded contractor shall also use data from attachment labeled "PSI Geotechnical Report" dated 4/19/2024 in determining helical pile sizing.

2.0 Scope of Work

Per recommendations listed in CBS's structural report and data listed in PSI's geotechnical report, awarded contractor shall correct deflection or leaning issues associated with the identified precast walls and then size and install helical piles sized sufficiently to properly support the footings and walls. The following shall be included as part of the scope of work:

- The area near the mechanical walls has several underground utilities. Contractor shall have all utilities marked prior to any earthwork. Due to the underground utilities located near these walls, contractor shall also include hydro-excavation for the top 5 feet of soil in areas of needed excavation. Contractor shall also keep the excavation area to the minimum area needed to straighten the footings and wall and to install the helical piles.
- Contractor shall be responsible to haul away and dispose of any excess excavated material that will not be reused as fill.
- Protect sidewalk and parking lot surfaces from heavy equipment as needed in order to prevent damage.
- Straighten, alien and level the walls as best as reasonably possible in order to get them close to the original design specs.
- Support footings and install helical piles per CBS's recommendation. Contractor shall have a certified designer properly size the helical piles per the information provided in the reports. Contractor shall also have the owner's consultant (CBS Squared) review submittals for the helical piles sizing for approval prior to installation.
- Backfill any excavated areas. Provide fill material as needed. Pull back landscaping stones prior to excavation and then re-spread the stones as best as possible after excavation has been filled. The County will provide and install any needed extra landscaping stone to replace any stone lost during the excavation process.
- Provide a one-year warranty on parts and labor.

Pricing shall be lump sum base bid for all materials and labor to complete the project.

3.0 Site Visit

There will be one non-mandatory site visit on May 21st at 1:00 pm. Contractors must RSVP for the site visit by end of day May 20th. RSVP to Nicole.Schoultz@outagamie.org, upon registration, details will be provided on where to meet. If no one RSVPs for the

site visit, the site visit will be canceled and any contractors just showing up will not be accommodated.

4.0 Completion, Liquidated Damages and Site Restrictions

A PO will be issued by end of day June 7th. Failure to achieve final completion by 3:00 pm October 25, 2024 will result in a \$50 per calendar day liquidated damages penalty.

5.0 Insurance, Indemnification & Responsible Bidder

See Attachment A for the requirements of the awarded bidder. This form must be completed and returned with your bid. However, only the awarded contractor will need to supply their Certificate of Insurance.

6.0 References

Include a minimum of three and a maximum of five references for similar projects your company has completed in the past five years. Include company name and location and contact name and phone number.

7.0 Contact Information

Site Information

Paul Farrell
Facilities Manager
Paul.Farrell@outagamie.org
920-832-1855

Bidding & Purchasing Information

Nicole Schoultz
Procurement Coordinator, Outagamie County
(920) 832-6083
Nicole.Schoultz@outagamie.org

8.0 Project Terms

Any deviation from said specifications must be approved in writing by a representative, as referenced in Section 7.0, of Outagamie County.

Owner's Right to Stop Work

If the contractor fails to correct Work which is not in accordance with the requirements of this RFB or fails to carry out Work in accordance with RFB, the County may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

Owner's Right to Carry Out Work

If the Contractor defaults or fails or neglects to carry out the Work in accordance with the RFB, or fails to perform a provision of the RFB, the County, after 10 days' written notice to

the Contractor and without prejudice to any other remedy the County may have, may make good such deficiencies and may deduct the reasonable cost thereof. Including County's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

Labor and Materials

Unless otherwise provided in the RFB, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

The Contractor shall deliver, handle, store and install materials in accordance with manufacturer's instructions.

Assignment

Neither party shall assign the project without written consent of the other.

Governing Law

The Work shall be governed by the laws of the State of Wisconsin. Any lawsuits arising out of disputes under this award shall be considered and tried in Outagamie County, Wisconsin.

Termination by the County

The County may terminate the project if the Contractor:

1. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the contractor and the Subcontractors;
3. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
4. Otherwise is guilty of substantial breach of a provision of this agreement.

9.0 **Clarification and/or Revisions to the Specifications and Requirements**

Bidder must examine the documents carefully and before submitting a Bid, may request from the County'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 County is relying on the bidder to provide its professional (experience and expertise with regard to industry standards for the project being bid). If bidder believes specifications are not within industry standards, bidder must bring its objection or concern

to the County's attention.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in a written addendum prior to the Bid due date. Bidders should rely only on the representations, statements or explanations that are contained in this document and any written addendum to this document. Where there appears to be a conflict between the document and any addendum issued, the last addendum issued will prevail.

It is the Bidder's responsibility to assure receipt of all addenda. All documents will be posted online at www.outagamie.org then Bids / Proposals. Upon posting, such addenda shall become part of the document and binding on Bidder(s).

Any questions that come up and require additional information will be posted online at www.outagamie.org then Bids / Proposals.

10.0 **County Reservation**

- a. This bid request does not commit Outagamie County to make an award or to pay any costs incurred in the preparation of a proposal in response to this bid.
- b. The bid will become part of Outagamie County's files without any obligation on Outagamie County'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 vendor shall report to Outagamie County any manufacturer product price reductions, model changes, and product substitutions. No substitutions are allowed without prior approval from Outagamie County.
- e. Outagamie County has the sole discretion and reserves the right to cancel this bid 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 specification.
- f. Outagamie County reserves the right to request clarifications for any bid.

11.0 **Closing Date**

Outagamie County will receive sealed bids up to 1:00 p.m. CT June 4, 2024.

Deliver or mail bids to –

Outagamie County Government Center
Attn: Nicole Schoultz - Purchasing
320 S Walnut St, 4th Floor
Appleton, WI 54911

The sealed envelope containing your bidder shall show the name of the bidder and must be clearly marked "**Bid – Helical Pile Installation**". Any bid or unsolicited amendments to a bid received after the closing date and time will not be considered.

Bids will be publically read at 1:00 p.m. on June 4th in the Purchasing Department.

12.0 Facsimile or Email of Bids

Facsimile or email bids are not acceptable.

13.0 Method of Procurement

The method for this procurement is competitive sealed bid, pursuant to §66.0901 and Chapter 22 and 50 of the Outagamie County Code of Ordinances.

14.0 Taxes

Effective January 1, 2016 all materials used on this project are tax-exempt under Wisconsin State Statute 77.54(9m).

**OUTAGAMIE COUNTY BID FORM
HELICAL PILE INSTALLATION**

Bid Due: June 4, 2024 - 1:00 p.m. CT

Mail / Delivery Bids To: Outagamie County Government Center
Attn: Nicole Schoultz - Purchasing
320 S Walnut St, 4th Floor
Appleton, WI 54911

Lump Sum Bid: \$ _____

Include: References and Attachment A

Acknowledgement of Addendum(s)

Addendum _____ Date Issued _____

Firm Name: _____

Signature / Date: _____

Name / Title: _____

Address: _____

Telephone: _____

E-mail: _____