

**OUTAGAMIE COUNTY, WISCONSIN**

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PROJECT MANUAL FOR

**Project 598700**

**CTH CE Trail & Highway Improvements**

**CTH Q – Haas Road**

**CTH CE**

**Outagamie County**

**2020**

PREPARED BY:

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

**Project 598700**

**CTH CE Trail & Highway Improvements  
CTH Q – Haas Road  
CTH CE  
Outagamie County**

**Contract Documents**

**May 8, 2020**

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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 598700, CTH CE Trail & Highway Improvements, CTH Q – Haas Road, CTH CE until 2:00 P.M., Local Time on the 28<sup>th</sup> day of May, 2020, 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 miscellaneous removals, grading, storm sewer, breaker run aggregates, concrete pavement, concrete curb and gutter, concrete sidewalk, erosion control, landscaping, traffic signal items, and incidental construction. The project will also construct an extension of the CE Trail along the north side of the roadway.

**ESTIMATE OF MAJOR QUANTITIES**

Excavation Common	18,706 CY
Base Aggregate Dense, ¾-Inch	407 Tons
Base Aggregate Dense, 1 ¼-Inch	15,469 Tons
Breaker Run	15,857 Tons
Concrete Pavement, 6-Inch	180 SY
Concrete Sidewalk	5,020 SF
Concrete Curb and Gutter 18-Inch Type D	414 LF
Concrete Curb and Gutter 4-Inch Sloped 36-Inch Type D	3,930 LF
Concrete Curb Pedestrian	48 LF
Storm Sewer Pipe 12-Inch	277 LF
Storm Sewer Pipe 15-Inch	471 LF
Storm Sewer Pipe 18-Inch	485 LF
Storm Sewer Pipe 24-Inch	328 LF
Storm Sewer Pipe 36-Inch	140 LF
Storm Sewer Pipe 42-Inch	123 LF
Storm Sewer Structures	20 Each

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Contract documents, plans, and bid specifications can be downloaded from the Outagamie County website ([www.outagamie.org](http://www.outagamie.org)) located in the “RFP Postings” under the *Financial Services* department or by contacting Joe Zellmer, P.E., Highway Engineer, by email ([joseph.zellmer@outagamie.org](mailto:joseph.zellmer@outagamie.org)) or by phone (920) 832-5673. Questions regarding the plans and bidding documents should also be addressed to Joe Zellmer.

Proposal shall be accompanied by a Certified Check or Bid Bond in the amount of not less than 10 percent of the total bid amount, payable to Outagamie County as guarantee that the bidder, if the bid is accepted, will execute and file the Contract. The Certified Check is returnable to the bidder immediately after the signing of the Contract.

A Performance Bond in the amount of 100 percent of the total bid price, a Certificate of Insurance, together with an executed contract, will be required of the successful bidder.

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: Joe Zellmer, P.E.  
Title: Outagamie County Highway Engineer  
Date: May 8, 2020

## ***II. Bid Form***

## BID FORM

**PROJECT IDENTIFICATION:**

**Project 598700**  
**CTH CE Trail & Highway Improvements**  
**CTH Q – Haas Road**  
**CTH CE**  
**Outagamie County**

**THIS BID IS SUBMITTED TO:**

**Outagamie County Highway Department**  
Joe Zellmer, 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 15 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

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(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 Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

(f) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that BIDDER has

discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract 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 Contract Documents for the following prices:

Project 598700 <b>CTH CE Trail &amp; Highway Improvements</b> <b>CTH Q – Haas Road</b> <b>CTH CE</b>			Plan Quantity	Unit Price	Total
Item	Unit	Item Description			
201.0105	STA	Clearing	1		\$
201.0205	STA	Grubbing	1		\$
203.0100	EA.	Removing Small Pipe Culverts	9		\$
204.0100	S.Y.	Removing Asphaltic Surface	800		\$
204.0150	EA.	Removing Curb & Gutter	755		\$
204.0155	S.F.	Removing Concrete Sidewalk	122		\$
204.0195	EA.	Removing Concrete Bases	7		\$
204.0220	EA.	Removing Inlets	1		\$
204.0245	L.F.	Removing Storm Sewer (12-Inch)	70		\$
204.0280	EA.	Sealing Pipes	1		\$
205.0100	EA.	Excavation Common	18,706		\$
213.0100	EA.	Finishing Roadway	1		\$
305.0110	TON	Base Aggregate 3/4-Inch	407		\$
305.0120	EA.	Base Aggregate 1 1/4-Inch	15,469		\$
311.0115	EA.	Breaker Run	15,857		\$
415.0060	S.Y.	Concrete Pavement 6-Inch	180		\$
416.0610	EA.	Drilled Tie Bars	38		\$

416.1010	EA.	Concrete Surface Drains	3.5		\$
520.8000	EA.	Concrete Collars for Pipe	1		\$
522.1012	EA.	Apron Endwalls for Culvert Pipe Reinf'd. Concr. 12-Inch	3		\$
522.1015	EA.	Apron Endwalls for Culvert Pipe Reinf'd. Concr. 15-Inch	1		\$
522.1018	EA.	Apron Endwalls for Culvert Pipe Reinf'd. Concr. 18-Inch	1		\$
522.1024	EA.	Apron Endwalls for Culvert Pipe Reinf'd. Concr. 24-Inch	3		\$
522.1036	EA.	Apron Endwalls for Culvert Pipe Reinf'd. Concr. 36-Inch	4		\$
522.1042	EA.	Apron Endwalls for Culvert Pipe Reinf'd. Concr. 42-Inch	2		\$
522.2614	EA.	Apron Endwalls for Culvert Pipe RCHE 14x23-Inch	1		\$
522.2619	EA.	Apron Endwalls for Culvert Pipe RCHE 19x30-Inch	2		\$
601.0407	L.F.	Concrete Curb & Gutter 18-Inch Type D	414		\$
601.0411	L.F.	Concrete Curb & Gutter 30-Inch Type D	64		\$
601.0553	L.F.	Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type D	3,930		\$
601.0600	L.F.	Concrete Curb Pedestrian	48		\$
602.0405	SF	Concrete Sidewalk 4-Inch	1,505		\$
602.0410	SF	Concrete Sidewalk 5-Inch	1,770		\$
602.0415	SF	Concrete Sidewalk 6-Inch	1,745		\$
602.0515	SF	Curb Ramp Detectable Warning Field Natural Patina	136		\$
602.0615	SF	Curb Ramp Detectable W.F. Natural Patina Radial	172		\$
606.0100	C.Y.	Riprap Light	14		\$
606.0200	C.Y.	Riprap Medium	77		\$
606.0300	C.Y.	Riprap Heavy	75		\$
608.0315	L.F.	Storm Sewer Pipe Reinf'd. Concr. Class III 15-Inch	471		\$

608.0318	L.F.	Storm Sewer Pipe Reinf'd. Concr. Class III 18-Inch	485		\$
608.0324	L.F.	Storm Sewer Pipe Reinf'd. Concr. Class III 24-Inch	103		\$
608.0336	L.F.	Storm Sewer Pipe Reinf'd. Concr. Class III 36-Inch	-		\$
608.0412	L.F.	Storm Sewer Pipe Reinf'd. Concr. Class IV 12-Inch	277		\$
608.0424	L.F.	Storm Sewer Pipe Reinf'd. Concr. Class IV 24-Inch	225		\$
608.0442	L.F.	Storm Sewer Pipe Reinf'd. Concr. Class IV 42-Inch	123		\$
608.2414	L.F.	Storm Sewer Pipe Reinf'd. Concr. HE-IV 14x23-Inch	130		\$
608.2419	L.F.	Storm Sewer Pipe Reinf'd. Concr. HE-IV 19x30-Inch	97		\$
611.0530	EA.	Manhole Covers Type J	4		\$
611.0615	EA.	Inlet Covers Type F	5		\$
611.0639	EA.	Inlet Covers Type H-S	3		\$
611.0645	EA.	Inlet Covers Type MS-A	1		\$
611.2004	EA.	Manholes 4-FT Diameter	2		\$
611.2006	EA.	Manholes 6-FT Diameter	1		\$
611.2010	EA.	Manholes 10-FT Diameter	1		\$
611.3003	EA.	Inlets 3-FT Diameter	2		\$
611.3004	EA.	Inlets 4-FT Diameter	5		\$
611.3230	EA.	Inlets 2x3-FT	3		\$
611.3253	EA.	Inlets 2.5x3-FT	5		\$
611.3901	EA.	Inlet Median 1 Grate	1		\$
611.8110	EA.	Adjusting Manhole Covers	1		\$
619.1000	L.S.	Mobilization	1		\$
620.0300	S.F.	Concrete Median Sloped Nose	260		\$
624.0100	MGAL	Water	60		\$
625.0100	S.Y.	Topsoil	24,200		\$
627.0200	S.Y.	Mulching	18,400		\$
628.1504	L.F.	Silt Fence	1,750		\$

628.1520	L.F.	Silt Fence Maintenance	1,750		\$
628.1905	EA.	Mobilizations Erosion Control	6		\$
628.1910	EA.	Mobilizations Emergency Erosion Control	6		\$
628.2023	S.Y.	Erosion Mat Class II Type B	5,800		\$
628.7005	EA.	Inlet Protection Type A	8		\$
628.7015	EA.	Inlet Protection Type C	3		\$
628.7020	EA.	Inlet Protection Type D	7		\$
628.7504	L.F.	Temporary Ditch Checks	340		\$
628.7555	EA.	Culvert Pipe Checks	12		\$
628.7560	EA.	Tracking Pads	2		\$
629.0210	CWT	Fertilizer Type B	14.5		\$
630.0130	LB	Seeding Mixture No. 30	410		\$
630.0140	LB	Seeding Mixture No. 40	25		\$
630.0200	LB	Seeding Temporary	50		\$
645.0120	S.Y.	Geotextile Fabric Type HR	216		\$
645.0130	S.Y.	Geotextile Fabric Type R	20		\$
650.4000	EA.	Construction Staking Storm Sewer	18		\$
650.6000	EA.	Construction Staking Pipe Culverts	14		\$
652.0210	L.F.	Conduit Rigid Nonmetallic Schedule 40 1-Inch	807		\$
652.0225	L.F.	Conduit Rigid Nonmetallic Schedule 40 2-Inch	120		\$
652.0235	L.F.	Conduit Rigid Nonmetallic Schedule 40 3-Inch	759		\$
652.0800	L.F.	Conduit Loop Detector	1,158		\$
653.0100	EA.	Pull Boxes Steel 12x30-In.	8		\$
653.0140	EA.	Pull Boxes Steel 24x42-In.	6		\$
653.0900	EA.	Adjusting Pull Boxes	1		\$
653.0905	EA.	Removing Pull Boxes	11		\$
654.0101	EA.	Concrete Bases Type 1	10		\$

654.0102	EA.	Concrete Bases Type 2	4		\$
655.0230	L.F.	Cable Traffic Signal 5-14 AWG	322		\$
655.0240	L.F.	Cable Traffic Signal 7-14 AWG	89		\$
655.0260	L.F.	Cable Traffic Signal 12-14 AWG	1,382		\$
655.0270	L.F.	Cable Traffic Signal 15-14 AWG	108		\$
655.0700	L.F.	Loop Detector Lead in Cable	6,133		\$
655.0800	L.F.	Loop Detector Wire	3,206		\$
655.0515	L.F.	Electrical Wire Traffic Signals 10 AWG	930		\$
658.0416	EA.	Pedestrian Signal Face 12-Inch	4		\$
658.0500	EA.	Pedestrian Push Buttons	4		\$
658.5039	EA.	Signal Mounting Hardware	1		\$
690.0150	L.F.	Sawing Asphalt	230		\$
690.0250	L.F.	Sawing Concrete	107		\$
SPV.0060.01	EA.	Inlet Covers Type BH	7		\$
SPV.0060.02	EA.	Crosswalk RRFB Assembly, RRFB1	6		\$
SPV.0060.03	EA.	Crosswalk RRFB Assembly, RRFB2	1		\$
SPV.0060.04	EA.	Adjusting Water Valves	3		\$
SPV.0105.01	L.S.	Grading & Shaping Cul-de-Sac and Approach	1		\$
SPV.0105.02	L.S.	Remove & Salvage Traffic Signals	1		\$
SPV.0105.03	L.S.	Relocate & Reinstall Salvaged Traffic Signals	1		\$
SPV.0180.01	S.Y.	Salvage Reclaimed Asphalt	18,455		\$
			<b>Total</b>	\$	

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.

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.

SUBMITTED on \_\_\_\_\_

Contractor License No. \_\_\_\_\_

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)

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(Title)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**A Joint Venture**

By \_\_\_\_\_  
(Name)

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(Address)

By \_\_\_\_\_  
(Name)

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(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: \_\_\_\_\_

**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 – Project 598700 CTH CE

### Article III – Insurance Requirements

#### 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 sent to the following address: Outagamie County, Attention: Risk Administrator, 320 South Walnut Street, 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) 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.

### 6) X,C,U:

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

*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 2020 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.

The County of Outagamie, the issuer of this bid proposal, shall hereinafter be referred to as "the Department".

### **2. Project Plans, Project Manual and Addenda**

Contract documents can be downloaded from the Outagamie County website ([www.outagamie.org](http://www.outagamie.org)) located in the RFP postings section. 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.

### **3. 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 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.

### **4. 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.

### **5. 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 section.

### **6. Prosecution and Progress**

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

Provide the time frame for construction of the project within the 2020 construction season to the engineer in writing within a month after executing the contract but at

least 14 calendar days before the preconstruction conference. Assure that the time frame is consistent with the contract interim and final completion dates. Upon approval, the Department will issue the notice to proceed within ten calendar days before the beginning of the approved time frame.

- Interim Completion Dates:

The north, south, and west approaches of the CTH CE and CTH Q/Loderbauer Road intersection, including the traffic signals, shall be completed and open to traffic by 12:01 A.M. on **Monday, August 24, 2020** on a minimum of lower layer of HMA pavement.

All pedestrian crossings across CTH CE, CTH Q, Loderbauer Road, and Haas Road and all portions of the CTH CE trail shall be open to pedestrian traffic by 12:01 A.M. on **Monday August 31, 2020** for the start of the school year.

The contractor shall coordinate with the Department so that asphalt paving, pavement markings, and permanent signing can be completed by the August 31, 2020 deadline. The contractor's bar chart schedule shall include separate lines showing the time period provided for the Department to complete their work operations. A minimum of two (2) weeks shall be provided for this work.

If the contractor fails to complete the work necessary to open the CTH CE and CTH Q/Loderbauer Road intersection to traffic by 12:01 A.M. on Monday, August 24, 2020, or all pedestrian crossings and the CTH CE Trail by 12:01 A.M. on Monday, August 31, 2020, the Department will assess the contractor \$3,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond each respective date. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 A.M.

- Final Completion Date: All contract work shall be complete by 12:01 P.M. on **Friday, September 18, 2020**. The contractor's bar chart schedule for completion shall include a separate line showing the time period provided for the Department to complete their final pavement markings and permanent signing for the roadway. A minimum of one (1) week shall be provided for this each item.

To revise the time frame, submit a written request to the Department at least two weeks before the beginning of the intended time frame. 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.

## 7. Traffic

CTH CE will be closed to traffic with a detour route provided and maintained by the Department. The signed detour route is anticipated to be CTH CE to Brown County D to CTH Z to STH 55. Coordinate the detour with Randy Roloff, (920) 209-9808,

and provide a minimum notification of two weeks prior to needing the detour and other traffic control devices in place for the project. In addition to the detour signing, the Department will provide signing for the mainline, side road, and pedestrian closures for the project. All other traffic control needed to secure and protect the work area shall be provided by the contractor and be considered incidental to the contract or specific work item requiring protection. Refer to the traffic control overview detail in the plans for additional information.

Cross traffic shall be maintained on CTH Q/Loderbauer Road and Haas Road at all times except for the intersection closure periods defined below. All other side roads may be closed during construction.

Two-way traffic shall be maintained on CTH Q/Loderbauer Road at all times except for the intersection closure periods defined below. Temporary stop signs shall be installed and maintained by the Department at the CTH Q and Loderbauer Road approaches to CTH CE whenever the traffic signals are not operational. Provide a minimum of three (3) working days notice to the Department prior to needing the stop signs. Flaggers shall be provided whenever two-way traffic can not be maintained and shall be incidental to the contract or work item requiring the lane restriction.

The contractor may close the CTH CE and CTH Q/Loderbauer Road and CTH CE and Haas Road intersections for 14 consecutive calendar days for each intersection (two separate 14 calendar day periods), provided that cross traffic is maintained at the other intersection. The CTH Q/Loaderbauer Road and Haas Road intersections may not be closed during the same period. Coordination is required with the City's contractor for the reconstruction of Haas Road before either intersection closure will be approved. Reopen each intersection on a minimum of base aggregate dense surfacing. Coordination with the Department is also required for any modifications requested for the detour signing.

If the contractor fails to re-open either intersection to traffic within a single 14 calendar day period, the Department will assess the contractor \$1,000 per calendar day in interim liquidated damages for each calendar day the intersection remains closed. An entire calendar day will be charged for any period of time within a calendar day that the intersection remains closed beyond 12:01 A.M.

Access to Kaukauna Storage, Sta. 20+00 Lt, shall be maintained via Killian Drive for the duration of the project unless approved by the Department. The new driveway connection from CTH CE to this facility shall remain closed until the existing driveway from Killian Drive is removed and CTH CE is open to all traffic. The existing driveway from Killian Drive will be removed by the Outagamie County Highway Department.

## **8. Utilities**

There are utility facilities within the construction limits of this project. Coordinate construction activities with a call to Diggers Hotline or a direct call to the individual utility for the underground facilities in the area, as required per statutes. Refer to the

plan cover sheet for utility contact information. Take all required precautions when working within 18-inches of underground utilities. Use caution to maintain the integrity of underground utilities and maintain OSHA code clearances from overhead facilities at all times.

Work around or remove and dispose of any discontinued utility facility during excavation. Any removal and disposal are incidental to common excavation

**AT&T** has underground facilities located on both sides of the roadway throughout the project limits and will be making the following adjustments prior to construction:

- Sta 16+00 Lt to Sta. 18+50 Lt: AT&T will be lowering their facilities. A new handhole will be constructed north of the existing handhole.
- Sta. 25+00 Lt to Sta. 27+50 Lt: AT&T will be lowering their facilities.
- Sta. 31+00 Lt to Sta. 33+00 Lt: AT&T will be shifting their facilities approximately 2-ft north of the existing facility location and lowering it. The pedestal at Sta. 31+20 Rt will be removed

**Charter Communications** has aerial and underground facilities located throughout the project limits. The aerial facilities are located on the north side of CTH CE on Kaukauna Utilities poles. These facilities will be relocated concurrently with relocations by Kaukauna Utilities. Charter also has existing underground crossings on CTH CE at Sta.10+50 and Sta.37+65. No conflicts are anticipated with these underground crossings.

**Kaukauna Utilities** has aerial facilities along the north side of CTH CE throughout the project limits. Kaukauna will be relocating poles from Sta. 17+00 Lt to Haas Road. These facilities are scheduled to be relocated prior to construction.

**Net Lec** has buried facilities on the south side of CTH CE, west of Loderbauer Road, and along the west side of Loderbauer Road. No conflicts are anticipated.

**We Energies Gas** has facilities along the north side of CTH CE throughout the project limits with crossings of CTH CE. We Energies will be making the following adjustments prior to construction:

- We Energies existing distribution gas main at Sta. 26+37 Lt will be lowered. Work is anticipated to occur between mid-June and the end of June.
- We Energies existing distribution gas main from Sta. 39+00 Lt to 39+25 Lt has been cut and lowered.
- We Energies gas service crossing at Haas Road just north of CTH CE has been retired and relocated to new main installation at Sta. 39+15.
- We Energies existing distribution gas main crossing CTH CE from 38+44 LT 43' to 38+25' RT 52' will be discontinued. Work is anticipated to occur between mid-June and the end of June.
- We Energies existing high-pressure main crossing CTH CE from 31+49 LT 49' to 31+44 RT 51' will be relocated to proposed location 31+52 RT 51' to 31+52 LT 49'. Proposed facility will change direction to the west from 31+52

LT 49' to 31+49' LT 49'. Work is anticipated to occur between mid-June and the end of June.

## **9. Other Contracts**

### **Outagamie County Highway Department**

The Department will be reclaiming the existing asphalt pavement and repaving on CTH CE east and west of the project limits prior to and concurrently with the work on this contract. This work is scheduled to begin in April 2020 and will be ongoing. This work will be completed by County forces. The contractor shall coordinate operations with the Department. Contact Randy Roloff, Highway Superintendent, at (920) 209-9808. Backup contact is Joe Zellmer, Highway Engineer at (920) 209-9807.

### **City of Kaukauna**

The City of Kaukauna will be reconstructing Haas Road on the north side of CTH CE prior to and concurrently with work on this project. This work is scheduled to start in early May 2020. Vinton Construction has been awarded this contract. Contractor to coordinate construction operations with the City's project. Contact John Neumeier at the City of Kaukauna, (920)766-6305, to obtain contractor contact information.

## **10. Work by Others.**

The Department will be pulverizing the existing asphalt pavement on CTH CE and any side road connections prior to the project. This pulverized material shall be salvaged by the Contractor and incorporated into the new pavement section. Refer to the special provision for Salvaging Reclaimed Asphalt for additional information.

The Department will be responsible for traffic control related to the closures on CTH CE, sideroads, and pedestrian routes including signing and maintaining the detour route. The Department will also be removing the existing driveway to Kaukauna Storage from Killian Drive after CTH CE is opened to traffic. Refer to the Traffic article for additional information.

The Department will be constructing all asphalt pavements for CTH CE, all side roads, and the trail as part of this project. The Department will also be responsible for providing all permanent signing and pavement markings for the project. Any additional Department-performed work items are identified in the Miscellaneous Quantities shown in the plan documents.

Contact Randy Roloff at (920) 209-9808 to coordinate and schedule Department-performed work operations.

## **11. Information to Bidders, Permits**

The Department has obtained permits from the Wisconsin DNR and the U.S. Army Corps of Engineers (permit pending). Comply with the requirements of each permit in addition to the requirements of the Special Provisions. A copy of these permits is

available upon request by contacting Joe Zellmer, Highway Engineer, (920) 209-9807 or [joseph.zellmer@outagamie.org](mailto:joseph.zellmer@outagamie.org).

## **12. Inlet Covers Type BH, Item SPV.0060.01**

### **A Description**

This special provision describes furnishing and installing storm sewer inlet covers, including frames and grates, in accordance with section 611 of the standard specifications, as shown on the plans and hereinafter provided.

### **B Materials**

Inlet covers to conform with section 611 of the standard specifications.

### **C Construction**

Install storm inlet covers in accordance to standard spec 611 of the standard specifications.

### **D Measurement**

The department will measure Inlet Covers Type BH, as each individual cover acceptably furnished and installed.

### **E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Inlet Covers Type BH	Each

Payment is full compensation for providing new covers, including frames and grates, adjustment rings, and other required materials for installing and adjusting each cover; and for all incidentals necessary to complete the contract work.

## **13. Crosswalk Solar-Powered, Radio, Push Button Activated Warning System, RRFB1, Item SPV.0060.02; and RRFB2, Item SPV.0060.03**

### **A Description**

This special provision describes furnishing and installing a Crosswalk Solar-Powered, Radio, Push Button Activated Warning System at pedestrian crossings on CTH CE in accordance with section 651 of the Standard Specifications, as shown on the plans and as hereinafter provided.

### **B Materials**

The primary function of the TAPCO RRFB Crosswalk system is to provide a highly visible, enhanced warning for the purpose of alerting road users from both traffic directions of the active pedestrian crossing. The Manufacturer shall provide components for a solar powered Warning RRFB Crosswalk System.

### **B.1 Description of Components**

RRFB Light Bars, Bulldog Push Buttons, Solar Panels, and Control Cabinets with Flash Controllers, Wireless Transceivers, and Batteries. Mounting Hardware and Optional Static Signage and Pole Packages.

The crosswalk system shall consist of two pole assemblies, or three if there is a median. All pole assemblies shall contain one or more Warning RRFB Light Bars, a Solar Powered Control Cabinet, and a Bulldog Push Button for system activation. All Control Cabinets in the Crosswalk System shall be synchronized by BlinkerBeam® Wireless Transceivers.

An optional Advance Warning RRFB assembly further increases pedestrian safety when required. Active vehicle warning indications shall be visible in a direct line of sight at distances over 1000 feet during the day, and over 1 mile at night.

The RRFB Light Bar Manufacturer shall have a minimum often years of relevant intelligent traffic product manufacturing experience, as well as a minimum of three years of RRFB Light Bar manufacturing experience.

## **B.2 Specific Functional and Electrical Hardware Requirements**

### **System**

Each Pedestrian Crosswalk System shall consist of the following:

- RRFB Light Bar Warning Assemblies
- Solar Powered Control Cabinets with Flash Controllers and Wireless Transceivers
- SSW Solar Panels
- 48Ah Batteries
- Bulldog Push Buttons

Upon activation by pedestrian push button, the RRFB controllers shall activate all RRFB Light Bars in the crosswalk system simultaneously. RRFB Light Bars shall flash synchronously and then cease operation after a programmable timeout

### **Control Cabinet**

- Shall be NEMA 3R Type
- Shall be 15.0" tall x 12.5"wide x 9.9" deep and constructed of minimum 0.080" thick aluminum.
- To promote airflow for internal components, the cabinet shall be vented with screening included on all vents and drains to prevent insects and other foreign matter from entering.
- For security, the cabinet must include at least two tamper-resistant stainless-steel hinges and a replaceable #2 traffic lock with keys.
- To facilitate maintenance or repairs, the cabinet shall include a removable control panel to which all control circuit components either mount or connect.
- For easy installation on a wide range of pole sizes and types, the cabinet shall utilize four 5/16"-18 stainless steel mounting studs that mate to a range of bracket options. To ensure a secure mount to the supporting post, two banding style brackets that fit poles with a 2-3/8" or larger diameter shall be

- included as standard equipment. Mounting brackets also available for square pole, wooden post, and wall mount applications.
- To prevent corrosion, all materials used in the construction or mounting of the control cabinet shall be either aluminum or stainless steel. Anti-vandal mounting hardware shall be available as an option.
- A UV resistant label shall be applied to the exterior of the cabinet and include system specific information including model number, serial number, date of manufacture, as well as any applicable regulatory compliance information.

### **RRFB Controller**

The RRFB Programmable Flash Controller is housed within the NEMA 3R type Control Cabinet, and shall:

- Include integrated constant-current LED drivers with a minimum of two-channel output for driving one or two RRFB units.
- Output the following 'WW+S' flash pattern during each of its 800 millisecond flash periods:
  - Left LED illuminates for approximately 50 milliseconds
  - Both LEDs stay dark for approximately 50 milliseconds
  - Right LED illuminates for approximately 50 milliseconds
  - Both LEDs stay dark for approximately 50 milliseconds
  - Left LED illuminates for approximately 50 milliseconds
  - Both LEDs stay dark for approximately 50 milliseconds
  - Right LED illuminates for approximately 50 milliseconds
  - Both LEDs stay dark for approximately 50 milliseconds
  - Both LEDs illuminate for approximately 50 milliseconds
  - Both LEDs stay dark for approximately 50 milliseconds
  - Both LEDs illuminate for approximately 50 milliseconds
  - Both LEDs stay dark for approximately 250 milliseconds
- Automatically adjust the LED drive current control to optimize brightness for the ambient lighting conditions determined by the phototransistor input.
- Have the LED drive outputs reach the full output current as programmed within the duration of the 100ms on-time.
- Include an integrated Real Time Clock (RTC) with on-board battery backup.
- Have the capability of RS232 communication for programming with Windows-based software.
- Include a minimum of two General Purpose Inputs and Outputs (GPIO).
- Be internally housed in its own IP67 type enclosure.
- Be independently replaceable of other control panel components.
- Be able to monitor internal temperature.
- Operate between the temperatures of -40° to +176°F (-40° to +80°C).

### **BlinkerBeam® Wireless Transceiver**

- Shall operate wirelessly at 900 Mhz, utilizing Frequency Hopping Spread Spectrum (FHSS) technology to minimize the effects of external RF interference.
- Shall seamlessly integrate with the controller to ensure sequential activation of other radio-equipped devices in the system.

- Shall include an integrated LCD and two user-interface buttons for setup and troubleshooting, including readouts of flash duration (timeout), battery conditions, and LED testing functionality.
- Shall include two LED indicators for status and troubleshooting.
- Shall be capable of operating as a Parent (Gateway) or Child (Node or Repeater).
- Shall be capable of providing site-survey data for verification of signal strength between network devices.
- Shall include network-wide modification of sign controller settings and output durations, using programmability from any networked transceiver without the use of additional equipment or software.
- Shall synchronize the system components to activate the indications within 120msec of one other and remain synchronized throughout the duration of the flash (timeout) cycle.
- Shall operate on the license-free ISM band.
- Shall comply with part 15 of FCC rules.
- Shall operate from 3.3VDC to 15VDC.
- Shall be, in the unlikely event of failure, replaceable independently of other components.

### **Solar Charge Controller**

- Shall utilize an intelligent 4-stage algorithm and Pulse Width Modulation (PWM) for battery charging.
- Shall automatically provide Low Voltage Disconnect (LVD) to protect batteries when needed.
- Shall automatically provide Load-Reconnection once battery levels have been restored to an acceptable value.
- Shall protect against and automatically recover from: short circuit, overload, reverse polarity, high temperature, lightning and transient surge, as well as voltage spikes.
- Shall be independently replaceable of other control panel components.
- Shall operate from -40° to + 140°F (-40° to +60°C).

### **Solar Panel, 55 Watt**

- Solar Panel shall be constructed of an anodized aluminum frame, high-transmission 1/8" tempered glass, with silicon cells encapsulated in double-layer EVA, and with a white polymer backing.
- The Solar Panel shall be affixed to a pole top bracket that allows an adjustable angle to provide maximum insolation exposure
- To ensure maximum solar insolation regardless of installation location, the post top mounting system shall provide 360° of rotational direction adjustment and upon installation, must be oriented with the collector facing South.
- The solar panel must be IEC61215, TUV, and UL 1703 certified. The solar panel shall operate at 12VDC nominal with a maximum output rating of 55 watts.
- The solar panel specifications:

- Overall Size: 25.2" x 25.7"
- Maximum power voltage: 18.18 VDC
- Maximum power current: 3.1 A
- Short circuit current: 3.31 A
- Open circuit voltage: 22.1 VDC
- Operate from -40° to + 194°F (-40° to +90°C)
- All solar panel connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 1 meter deep for 30 minutes. Connectors shall be Deutsch DTM series.
- All solar panel fasteners shall be anti-vandal pin-type set screws. Wrench shall be provided.

### **Battery, 48Ah**

- Shall be housed inside the Control Cabinet.
- Shall have a nominal output voltage of 12 VDC and a capacity of 48Ah.
- Shall be rechargeable type Gelled- Electrolyte.
- Shall be sealed and spill- proof.
- Battery shall be replaceable independently of other components.
- Shall be fused for short circuit protection.

### **RRFB – XL2 Light Bar**

- The RRFB-XL2 Light Bar shall be in conformance with all applicable FHWA MUTCD standards and guidelines, and shall meet or exceed the requirements specified in FHWA Memorandum IA-21, Interim Approval for Optional Use of Pedestrian-Actuated Rectangular Rapid Flashing Beacons at Uncontrolled Marked Crosswalks.
- Shall house two rapidly and alternately flashing rectangular yellow LED array vehicle indications and one side-mounted yellow LED array pedestrian indication. The LED arrays shall be designed, located and operated in accordance with the detailed requirements as specified on the plans.
- When activated, the RRFB-XL2 Light Bar shall have 75 periods of flashing per minute and shall have alternating and simultaneous flash operations following the 'WW+S' flash pattern.
- Active vehicle indications shall be visible at distances over 1000 feet during the day and over 1 mile at night.
- The light intensity of the vehicle indications shall meet the minimum specifications of Society of Automotive Engineers (SAE) standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005. Manufacturer Certification of Compliance shall be provided upon request.
- Have a housing that shall be constructed of durable, corrosion-resistant powder-coated aluminum with stainless steel vandal resistant fasteners.
- Have enclosed components that are modular in design whereby any component can be easily replaced without having to uninstall the RRFB assembly.
- Include mounting hardware for either single or back-to-back pole mounting and shall be universal to the pole type.

- Have two vehicle RRFB indications that is approximately 7" wide x 2.8" high, each with 8 yellow LEDs in its array and one Pedestrian indication that is approximately 0.5" wide x 1.7" high with 8 individual yellow LEDs in its array.
- Have overall dimensions of approximately 23.6" wide x 3.8" high x 1.4" deep.

### **Bulldog Push Button**

- Shall be a Polara Bulldog model.
- Shall operate as a normally open (n/o) circuit.
- Must be ADA Compliant.
- Shall operate from -30° to +165°F (-34° to +74°C)
- Shall be provided with all necessary mounting hardware, wiring and associated ADA signage.

### **Warning Static Sign**

- Each static sign face shall be constructed on a 0.080" thick 5052-H32 aluminum and screened onto 3M© Diamond Grade© DG3 Reflective sheeting of specified color.
- Shall have MUTCD compliant sign legend, as dictated by the requirements.
- Shall have two holes for mounting to a post or pole.
- Includes pole mounting hardware.

### **Pole Package**

- Pole shall be a standard specified outer diameter aluminum pedestal pole.
- Pole shall be supplied with one end threaded for easy installation into a pedestal base.
- Pole shall be 13' - 15' length Schedule 40 pipe raw aluminum as required
- Pedestal Base shall be TP-358 cast aluminum that mounts on a concrete foundation attached by four internal anchor bolts imbedded in the foundation.
- Pedestal Base shall have a large 8.5" square hand hole cover allowing access to the interior.

### **Warranty**

The Manufacturer shall offer a three-year unconditional warranty against all defects in material and workmanship.

### **C Construction**

Install system according to manufacturer or vendor's recommendations. Provide a copy of associated instructions and warranty information to the Engineer.

### **D Measurement**

The department will measure Crosswalk Solar-Powered, Radio, Push Button Activated Warning System, RRFB1 and RRFB2, as each individual cover acceptably furnished and installed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Crosswalk Solar-Powered, Radio, Push Button Activated Warning System, RRFB1	Each
SPV.0060.03	Crosswalk Solar-Powered, Radio, Push Button Activated Warning System, RRFB2	Each

Payment is full compensation for all furnishing and installing all specified components; to provide a complete and functioning warning system for the specified crosswalks; and for all labor, tools, equipment, and incidentals necessary to complete the item of work. Concrete bases will be measured and paid for separately under the pertinent contract items.

#### **14. Adjusting Water Valve Boxes, Item SPV.0060.04**

##### **A Description**

Adjust water valve boxes to final pavement elevations, as shown in the plans and as hereinafter provided.

##### **B Materials**

Utilize existing valve boxes where the required extent of adjustment allows. The City of Kaukauna will provide any valve replacement materials if they are needed. Notify John Neumeier at 920-766-6305 a minimum of two business days prior to beginning adjustment so that they can provide materials.

##### **C Construction**

Prior to completion of paving operations, adjust the water valve boxes to match the final proposed grade. Excavate and expose the existing water main valve box to the depth needed to adjust the valve box to grade, add or remove extension(s) as needed, and backfill with base aggregate material in accordance to the requirements for the adjacent roadway base course construction. Complete adjustments in such a manner to avoid any damage to the water valve boxes.

The City of Kaukauna will locate all water valves to be adjusted. Provide the City of Kaukauna two business days advance notice prior to needing the valve boxes located.

##### **D Measurement**

The department will measure Adjusting Water Valve Boxes as a unit of work for each valve box acceptably adjusted according to the contract.

##### **E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Adjusting Water Valve Boxes	Each

Payment is full compensation for adjusting each valve box; excavating as necessary to access the valve box; backfilling; repairing any damage done to the valve box during adjustment; and for adding new sections if necessary. Any valve boxes damaged or lost as a result of the contractor's operations will be replaced at the contractor's expense.

## **15. Grading and Shaping Cul-de-Sac and Approach, Item SPV.0105.01**

### **A Description**

This special provision describes grading and shaping the cul-de-sac and approach for Killian Drive as shown on the plans, in accordance with the standard specifications, and as hereinafter provided.

### **B (Vacant)**

### **C Construction**

Grade and shape cul-de-sac and roadway approach at the location and to the elevations, lines, and grades shown on the plans. Furnish materials and construct conforming to applicable sections of the standard specifications.

### **D Measurement**

The department will measure Grading and Shaping Cul-de-Sac and Approach as a single lump sum unit of work acceptably completed.

### **E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Grading and Shaping Cul-de-Sac and Approach	LS

Payment is full compensation for all excavating, grading, shaping, and compacting; for providing and for the removal and disposal of any materials not incorporated into the final cross section.

The base aggregate dense, breaker run, erosion control, and landscaping/finishing items will be measured and paid for under the pertinent items provided in the contract.

## **16. Remove and Salvage Traffic Signals, Item SPV.0105.02**

### **A Description**

This special provision describes removing and salvaging traffic signals at the intersection of CTH CE and CTH Q/Loderbauer Road in accordance with the pertinent provisions of Sections 204 and 658 of the Standard Specifications and as hereinafter provided.

### **B (Vacant)**

### **C Construction**

Inventory the quantity and condition of the traffic signals, poles, standards, bases, trombone arms, push button signs, and pull box frames and covers prior to removal. Provide the Engineer with a copy of the inventory three (3) working days prior to removal. The signal controller, controller cabinet, and electrical service shall remain in place.

Notify the City of Kaukauna Engineering Department (Contact John Neumeier, (920)766-6305) at least three (3) working days prior to the desired starting date for the removal of the traffic signals. The Contractor shall arrange for de-energizing the signals with the local electrical utility.

Remove and salvage the traffic signals, poles, standards, pedestal and transformer bases, trombone arms, push button signs, and pull box frames and covers, following de-energizing, in such a manner that they are not damaged. The Contractor shall safely store these materials and equipment until they are ready to be reinstalled.

The existing pedestrian signal faces and push buttons will not be reinstalled as part of this project and will remain the property of the City. These materials shall be delivered to City's Department of Public Works, Contact John Neumeier at (920) 766-6305 to arrange for delivery.

The underground cable, wires, and conduits no longer needed for the operation of the signalized intersection shall become the property of the Contractor and shall be properly disposed of offsite.

### **D Measurement**

The department will measure Remove and Salvage Traffic Signals as a single lump sum unit of work acceptably completed.

### **E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.02	Remove & Salvage Traffic Signals	LS

Payment is full compensation for inventorying; disconnecting the wiring of the traffic signals; removing and disassembling the traffic signals as required; removing the pull box frames and covers; for safely storing salvaged traffic signal materials; and delivering the pedestrian signal faces and push buttons to the City, and for repairing or replacing any items to be salvaged that are damaged during salvaging operations.

The removal of concrete bases and pull boxes will be paid for separately under the pertinent items provided in the Contract.

## 17. Relocate and Reinstall Traffic Signals, Item SPV.0105.03

### **A Description**

This special provision describes relocating and reinstalling salvaged traffic signals at the intersection of CTH CE and CTH Q/Loderbrauer Road, in accordance with the pertinent provisions of Sections 651, 657, and 658 of the Standard Specifications and as hereinafter provided.

### **B (Vacant)**

### **C Construction**

Relocate and reinstall the existing traffic signal assemblies onto the new concrete base locations as shown on the plan details and miscellaneous quantity sheets.

All wiring shall be removed and replaced from the terminal strip in each signal head to the mounting base. All new traffic signal cables from the controller to the new concrete base locations shall be installed as part of this contract.

All connections within the controller cabinet shall be made by the City of Kaukauna. Contact John Neumeier, (920)766-6305, to coordinate this work.

### **D Measurement**

The department will measure Relocate and Reinstall Traffic Signals as a single lump sum unit of work acceptably completed.

### **E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.03	Relocate & Reinstall Salvaged Traffic Signals	LS

Payment is full compensation for all relocating and reinstalling all specified components; to provide a complete and functioning traffic signal system for the specified intersection; and for all labor, tools, equipment, and incidentals necessary to complete the item of work.

Concrete bases, pull boxes, pedestrian signals and push buttons, electrical wire, traffic signal cable, loop detectors, loop detector wire and lead-in cable, and conduit, will be measured and paid for separately under the pertinent contract items.

## 18. Salvage Reclaimed Asphalt, Item SPV.0180.01

### **A Description**

This special provision describes salvaging recycled asphalt pavement for use as base aggregate dense in accordance with section 305 of the standard specifications, as shown on the plans and hereinafter provided.

### **B (Vacant)**

### **C Construction**

The Department will pulverize the existing asphalt pavement and leave it in place on the roadbed. The Contractor shall remove and stockpile the pulverized material prior to grading operations for use on the reconstructed roadway subgrade as base aggregate dense. Complete salvaging, hauling, and stockpiling operations as specified in the applicable sections of 301 and 305 of the standard specifications. Use care and caution during handling to maintain the properties of the reclaimed aggregate.

Stockpile the salvaged material at a Department-approved location either on or off the existing Right-of-Way. Obtain any necessary agreements or approvals for locations off the Right-of-Way at no additional cost to the Department.

### **D Measurement**

The department will measure salvage reclaimed asphalt by the square yard of reclaimed area, measured prior to removal from the existing grade.

### **E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Salvage Reclaimed Asphalt	SY

Payment is full compensation for excavating the reclaimed aggregate material, obtaining and maintaining an acceptable stockpile location, hauling to a stockpile location, and stockpiling the material for reuse on the project. Reinstalling salvaged reclaimed asphalt materials for use within the new roadway section dense will be paid for under the Base Aggregate Dense 1¼ - Inch item.

*V. Agreement*

**A-1**  
**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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 598700, CTH CE Trail & Highway Improvements, CTH Q – Haas Road, CTH CE**, Outagamie County.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will complete the work required by the CONTRACT DOCUMENTS no later than **12:01 P.M. on Friday, September 18, 2020** 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 schedule.
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 598700, CTH CE Trail & Highway Improvements  
CTH Q – Haas Road, CTH CE, Outagamie County, WI

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 May 8, 2020, 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 \_\_\_\_\_, 2020.

By \_\_\_\_\_  
Title \_\_\_\_\_

*VII. Notice to Proceed*

## Notice to Proceed

**Project 598700  
CTH CE Trail & Highway Improvements  
CTH Q – Haas Road  
CTH CE  
Outagamie County, Wisconsin**

Date: \_\_\_\_\_, 2020

To: \_\_\_\_\_

Owner's Project No. 598700

Contract For: CTH CE Trail & Highway Improvements  
CTH Q – Haas Road  
CTH CE  
Outagamie County, WI

You are hereby notified that the contract time under the above contract will commence to run on \_\_\_\_\_, 2020. 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. All work shall be completed by the contract completion of 12:01 P.M. on Friday, September 18, 2020 unless otherwise extended by the Owner in writing.

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 \_\_\_\_\_, 2020.

Outagamie County  
Owner

\_\_\_\_\_  
Authorized Signature

Dean Steingraber, Highway Commissioner  
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: \_\_\_\_\_