



Find us on  @Outagamie County Highway Department

Highway Department

1313 Holland Road, Appleton, WI 54911-8947

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Visit our website at www.outagamie.org

OUTAGAMIE COUNTY REQUEST FOR BIDS FOR 2021 CTH U GUARDRAIL FOR HIGHWAY DEPARTMENT

DUE BY: April 29, 2021 at 2:00 PM

1.0 Description & Specifications

The Outagamie County Highway Department (*the Department*) is requesting bids for **2021 CTH U GUARDRAIL** for ~~materials and~~ services to be rendered on various construction and maintenance projects currently scheduled to be completed by or for the Department.

Associated specifications and requirements are included in **Attachment A**. 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 proposal shall remain valid from March 1, 2021 until March 31, 2022. The Department will pay for measured quantities and/or services at the bid unit 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.

The requested supplier or vendor shall provide all necessary ~~materials~~, labor, and/or equipment to service the Department's need within the respective timeframe(s) indicated in the project specifications.

2.0 Insurance and Indemnification

See **Attachment B**. Each responsive bidder must complete **Attachment B** and return with their completed bid. A Certificate of Insurance is also required with the completed bid form in order to be deemed a complete and responsive bid.

3.0 Contact Person

Direct any questions or requests for additional information to:

Joe Zellmer, P.E.
Highway Engineer
(920) 832-5673
joseph.zellmer@outagamie.org

4.0 Clarification and/or Revisions to the Specifications and Requirements

Bidder must examine the bidding 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 any other corrections or amendments it deems necessary in written addendum prior to the bid due date. Bidders should 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 issued will prevail.

It is the bidder's responsibility to assure receipt of all addenda. The Department will post any updates online at <https://www.outagamie.org/government/f-through-m/financial-services/rfp-postings>. Upon posting, such addenda shall become part of the RFB and binding on bidder(s).

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 request for bids does not commit the Department to make an award or to pay any costs incurred in the preparation of a bid in response to this request.
- b. The bid documents 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 supplier and/or vendor shall report to the Department any manufacturer product price reductions, model changes, and/or product substitutions. No substitutions are 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 clarifications for any bid.

6.0 Closing Date

Sealed bids will be received up to 2:00 p.m. CST on April 29, 2021.

7.0 Submittal Address

Hand deliver or mail sealed bids to:

Outagamie County Highway Department
Attn: Joe Zellmer
1313 Holland Rd
Appleton, WI 54911

The sealed envelope containing the bid response shall show the name of the Bidder and must be clearly marked "Sealed Bid – 2021 CTH U GUARDRAIL".

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 proposal.

9.0 Method of Procurement

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

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 Proposal

Upon selection, bid results will be considered public record and details will be posted online at www.outagamie.org under [RFP Postings - Awarded](#).

OUTAGAMIE COUNTY REQUEST FOR BIDS

2021 CTH U GUARDRAIL

BID FORM COVER SHEET & CONTACT INFORMATION

REVISED 4/23/2021

Proposals Due: April 29, 2021 by 2:00 p.m. CST

Send/Deliver Proposals To: Outagamie County Highway Department
Attn: Joe Zellmer, P.E.
1313 Holland Rd
Appleton, WI 54911

Firm Name: _____

Authorized Signature: _____

Printed name: _____

Title: _____

Date: _____

Address: _____

City/State/Zip: _____

Phone/Fax: _____

Email Address: _____

OUTAGAMIE COUNTY 2021 CTH U GUARDRAIL

April 2021

OUTAGAMIE COUNTY REQUEST FOR BIDS
2021 CTH U GUARDRAIL

BID FORM – REVISED 4/29/21 (UPDATES IN RED)

Item Number / Description	Unit	Quantity	Unit Price
614.2300 Install MGS Guardrail 3	LF	1,063	\$
614.2350 Install MGS Guardrail Short Radius	LF	143	\$
614.2500 Install MGS Guardrail Thrie Beam Transition	LF	79	\$
614.2610 Install MGS Guardrail Terminal EAT	EACH	7	\$
614.2620 Install MGS Guardrail Terminal Type 2	EACH	1	\$
615.2630 Install MGS Guardrail Short Radius Terminal	EACH	2	\$
619.1000 Mobilization	EACH	2	\$
	TOTAL AMOUNT		\$

Note: Bid Form Cover Sheet & Contact Information (pg 1) must be submitted with this sheet to be considered complete.

Outagamie County Request for Bids

2021 CTH U Guardrail

Attachment A – Special Provisions

Revised 4/23/21

1. General

Perform the work under this request for bids for the ~~furnishing, delivery, and~~ installation of MGS guardrail and roadside barriers for highway construction and maintenance for Outagamie County, Wisconsin. Execute the work as specified in the Standard Specifications for Highway and Structure Construction of the Wisconsin Department of Transportation (Standard Specifications), current edition, and these Special Provisions. References to the Department or State in the Standard Specifications shall, in most instances, mean Outagamie County. The term "Engineer" shall mean an authorized representative of the Outagamie County Highway Department. 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.

2. Scope of Work

The work under this proposal consists of ~~furnishing and~~ installing MGS guardrail, MGS end treatments, and miscellaneous roadside barrier systems, and all incidental items necessary to complete the work as included in this proposal.

3. Insurance

The contractor shall furnish with the bid and deliver to the Department a certificate of insurance meeting the minimum requirements of Section 107.26 of the Standard Specifications and Attachment B of the Request for Bids.

4. Prosecution and Progress

The Department will request services for installation of guardrail and roadside barriers for the CTH U reconstruction project during the current construction season. Performance of work shall be completed within Outagamie County or as specified in the "Location" item below with final quantities determined based on specific project need required by the Department. ~~The Department will furnish all materials for guardrail and roadside barrier installation.~~ Traffic control will be provided by Department forces unless otherwise noted below.

The Department is anticipating to begin work on the project in June 2021. Coordinate all work with Department crews who will be completing the associated roadway removals and grading, storm sewer, erosion control, traffic control, and restoration work within the project limits. Contact Curtis Riedy (920-209-9801) to arrange and schedule guardrail installation for the project. Upon notification by the Department, the contractor shall mobilize with adequate equipment and forces to the work site within five (5) working days of notification to complete the necessary installation. All work is assumed to be completed within one single stage of the project, or will be considered as grounds for extra work.

5. Location of Services

All pricing reflected on the bid form shall be based on performing work on any County highway or County highway-controlled project within Outagamie County. The primary project location is indicated on the supporting plan documents, but project pricing may be extended to other project locations if mutually agreeable by both the Department and the Contractor. This may include County highway projects, improvements on or at County-owned facilities, or highway-related work for the State, Townships or municipalities within Outagamie County. A current map of County highways is available from the Highway website or available upon request.

6. General Requirements for Guardrail & Roadside Barriers

A General

This special provision describes furnishing and installing guardrails and roadside barrier devices on Department construction and maintenance projects.

Perform work in accordance to the applicable sections of the standard specifications and as follows.

B Materials

(**Vacant**)

~~Furnish semi-rigid barrier components, guardrails, and end treatments according to the pertinent requirements of section 614 of the Standard Specifications, CMM 625 and 626, and ASP-6.~~

~~In some instances, the Department may provide or allow salvaged components for use by the contractor. All bid pricing shall reflect the cost of furnishing and installing new materials.~~

C Construction & Execution

Perform all work in accordance to section 614.3 of the standard specifications.

Unless arranged otherwise, the Department will provide all **materials**, traffic control, work zone signing, and flagging, if necessary, to support the installation of guardrail and roadside barriers. The Department may request these services, but will consider this as extra work. Coordinate specific project instructions or directions with the Superintendent, Project Foreman, or as assigned by a Department crew member.

Fill out and submit a daily timesheet or charge sheet documenting the hours worked each day, the associated quantities for the work performed, and a description of the project location(s). Submit project charge sheets to the Project Foreman or Department representative daily.

D Measurement

The Department will measure all work acceptably completed in accordance with the applicable standard specification for each respective work item.

E Payment

The Department will pay for measured quantities at the bid unit price in accordance with the applicable standard specification for each respective item included in the proposal, and as modified below.

<u>DESCRIPTION</u>	<u>UNIT</u>
Install MGS Guardrail 3	LF

Install MGS Guardrail Short Radius	LF
Install MGS Guardrail Thrie Beam Transition	LF
Install MGS Guardrail Terminal Energy Absorbing Terminal (EAT)	EA
Install MGS Guardrail Terminal Type 2	EA
Install MGS Guardrail Short Radius Terminal	EA
Mobilization	EA

Payment is full compensation for ~~furnishing, delivering, and~~ installing all materials, components, and hardware for each respective guardrail element or component; for transport and delivery of equipment to the project site to complete the work; and for all incidental items necessary to complete the work included in this proposal, including submittal of daily timesheets, charge sheets and required documentation.

The Department will consider adjustments to unit pricing for any proposed unit price that increases or decreases in cost by more than 25%, as long as the cost increase/decrease is shown to be industry wide. Requests for price adjustments may be initiated by the contractor or the Department with applicable supporting documentation, and shall use the requirements of subsection 104.2.2.4.3 of the standard specification as a basis for considering an adjustment to the contract price.

Proposed unit prices shall remain in effect until March 31, 2022.

Highway Department – 2021 Request for Proposals

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:

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) 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.

In the event the terms and conditions set forth herein conflict with any terms and conditions to the attached contract, the forms and conditions herein shall prevail.

5) Completed Operations / Product Liability

- a) \$100,000 / Each Accident

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