



**Request for Bid (RFB)**  
**for**  
**Construction Contractor**  
**for Roadway & Bridge Construction**

**RFB #2023-12**

**CTH R**

**Black Oak Drive to Porter  
Drive, Town of Plover,  
Portage County**

Issued by:

Portage County  
Purchasing Department

**All required bid documents must be submitted  
No later than 2 PM, 04/13/2023 to:**

**Portage County Purchasing  
1462 Strongs Avenue  
Stevens Point, WI 54481**

LATE BIDS WILL BE REJECTED  
There will be a public opening for this Bid

For further information regarding this RFB  
contact Chris Schultz  
at (715) 346-1393  
Email: [schultzcc@co.portage.wi.gov](mailto:schultzcc@co.portage.wi.gov)

Issued: 3/23/2023

## **ADVERTISEMENT FOR BIDS**

### **Portage County Highway Department CTH R Roadway and Bridge Construction Project (RFB #2023-12)**

The Portage County Highway Department (OWNER) is accepting sealed bids for a roadway and bridge construction project along CTH R from Black Oak Drive to Porter Road. The contract has a completion date October 31, 2023 with all in-stream activities complete by September 15, 2023. Items of work include pavement removal, grading, base course, culvert pipe, storm sewer, watermain, Structure B-49-197, asphaltic concrete pavement, guardrail, pavement marking, traffic control, erosion control and all incidental items necessary to complete the work. All material and work performed shall be in accordance with the Wisconsin Department of Transportation Standard Specifications and the Project's Special Provisions. The project is partially funded with WisDOT Local Road Improvement Multi-Modal Local Supplement Funding.

**Bids are due at the Portage County Purchasing Department office, 1462 Strongs Avenue, Stevens Point, WI 54481, by 2:00 p.m., Thursday, April 13, 2023.** Bids will be opened at that time and publicly read. Bid is anticipated to be awarded at the May 16, 2023 Portage County Board of Supervisors meeting, depending on the OWNER's needs, budgets, and schedules. For bidding questions or additional information, contact Chris Schultz, Purchasing Director at (715) 346-1393, [schultzc@co.portage.wi.us](mailto:schultzc@co.portage.wi.us).

Copies of the Bidding Documents may be obtained ONLY from the Portage County website, [www.co.portage.wi.us](http://www.co.portage.wi.us), or Wisconsin VendorNet, [vendornet.wi.gov](http://vendornet.wi.gov). No paper plan sets will be provided. Access the sites and download bid information and documents after March 23, 2023. Contact Chris Schultz, Portage County Procurement Director, at (715) 346-1393 for assistance in downloading and working with the digital documents if needed.

Bids must be submitted in a sealed envelope marked "Bid for CTH R Project". The OWNER reserve the right to reject any and all bids, waive any informalities in bidding or to accept the bid or bids that best serves the interests of the OWNER.

Class 2 Notice – Published March 23, 2023, and March 30, 2023

## **INSTRUCTIONS TO BIDDERS**

### **OWNER'S REPRESENTATIVE - PCHD**

Portage County Highway Department (PCHD)  
Nathan Check, Highway Commissioner  
800 Plover Road  
Plover, WI 54467  
(715) 345-5230 – Office  
(715) 630-2203 – Cell Phone  
[checkn@co.portage.wi.gov](mailto:checkn@co.portage.wi.gov)

### **ENGINEER**

AECOM  
Kelly Wolf, Project Engineer  
200 Indiana Avenue  
Stevens Point , WI 54481  
608-828-8251– Office  
[kelly.wolf@aecom.com](mailto:kelly.wolf@aecom.com)

## **INTRODUCTION**

The OWNER is requesting Bids to construct the following roadway and bridge construction project:

CTH R from Black Oak Drive to Porter Drive with Structure B-49-197 with a contract completion date of October 31, 2023 with all in-stream activities complete by September 15, 2023.

The Bids are on a unit-cost basis.

Coordination between the contractor and the Portage County Highway Department will be required.

## **PROPOSED ROAD AND BRIDGE CONSTRUCTION**

### **CTH R Project**

The work under this contract shall consist of pavement removal, grading, base course, culvert pipe, storm sewer, watermain, Structure B-49-197, asphaltic concrete pavement, guardrail, pavement marking, traffic control, erosion control and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract. All material and work performed shall be in accordance with the Wisconsin Department of Transportation Standard Specifications 2023. Bid items and quantities listed within the plans are for information purposes only. Bidding and construction phase will be based on the enclosed Bid forms.

## **GENERAL REQUIREMENTS AND COVENANTS**

The bidding of this project will adhere to these Instructions to Bidders, and the State of Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, 2023 Edition, Part I and the project's Special Provisions. In case of a discrepancy between these Instructions to Bidders and Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, 2023 Edition, Part I, these Instructions to Bidders and the project's Special Provisions shall govern. In the State of Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, 2023 Edition, Part I, the Department is considered the Portage County Highway Department.

## **BIDDER'S RESPONSIBILITY BEFORE SUBMITTING BID**

- A. It is the responsibility of each Bidder before submitting a Bid to:
  - 1. Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;
  - 2. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
  - 3. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
  - 4. Agree at the time of submitting its Bid that no further data is necessary for the determination of its Bid for performance of the Work at the price Bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
  - 5. Become aware of the general nature of the Work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;
  - 6. Promptly give OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by OWNER is acceptable to Bidder; and
  - 7. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

## **REQUESTS FOR INTERPRETATION OR CLARIFICATION**

- A. All questions about the meaning or intent of the Bidding Documents are to be submitted to **OWNER by 2 PM on Tuesday, April 4, 2023**. Interpretations or clarifications considered necessary by OWNER in response to such questions will be issued by Addenda and posted to the Owner's Website and State of Wisconsin Vendornet listed in the Advertisements for Bid. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

## **OWNER- OR ENGINEER-ISSUED ADDENDA**

- A. Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER.

## **WORK SCHEDULE**

- A. Bids shall be provided based on completing Work for the OWNER as follows:  
  
CTH R from Black Oak Drive to Porter Drive with Structure B-49-197 with a contract completion date of October 31, 2023 with all in-stream activities complete by September 15, 2023.

## **BID FORM**

- A. The Bid forms are included within this Bidding Package.

## **FILLING IN BID FORMS**

- A. All blanks on the Bid forms shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each Bid item listed therein.

## **CORPORATION'S BID**

- A. A Bid by a corporation shall be executed in the corporate name by the president, a vice president, or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

## **PARTNERSHIP BID**

- A. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

#### **LIMITED LIABILITY COMPANY'S BID**

- A. A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

#### **INDIVIDUAL'S BID**

- A. A Bid by an individual shall show the Bidder's name and official address.

#### **JOINT VENTURE'S BID**

- A. A Bid by a joint venture shall be executed by each joint venturer's in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.

#### **LOCATION OF NAMES**

- A. All names shall be typed or printed in ink below the signatures.

#### **ACKNOWLEDGE RECEIPT OF ADDENDUM**

- A. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.

#### **ADDRESS AND PHONE NUMBERS**

- A. The address and telephone number for communications regarding the Bid shall be shown.

#### **UNIT PRICE**

- A. Bidders shall submit a Bid on a unit price basis as listed in the Bid forms. Items which are listed as "plan quantity" will not be measured and the amount, all inclusive, based on the stated bid form quantity.

## **BID SUBMITTAL**

- A. A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in an opaque, sealed envelope plainly marked with the Project title and the name and address of Bidder. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID FOR CTH R PROJECT". A mailed Bid shall be addressed to the Portage County Purchasing Department office, 1462 Strongs Avenue, Stevens Point, WI 54481, by **2:00 p.m., Thursday, April 13, 2023.**

## **CORRECTIONS OF ERRORS IN BIDS**

- A. Corrections of errors in Bids is governed by Section 66.29(5), Wisconsin Statutes, which states:

(5) CORRECTIONS OF ERRORS IN BIDS. Whenever any person shall submit a Bid or proposal for the performance of public Work under any public contract to be let by the municipality, board, public body or officer thereof, who shall claim mistake, omission or error in preparing the Bid, the Bidder shall, before the Bids are opened, make known the fact that an error, omission or mistake has been made, and in that case the Bid shall be returned to the Bidder unopened and the Bidder shall not be entitled to Bid upon the contract at hand unless the same is readvertised and relet upon the readvertisement. In case any Bidder shall make an error or omission or mistake and shall discover the same after the Bids are opened, the Bidder shall immediately and without delay give written notice and make known the fact of the mistake, omission or error which has been committed and submit to the municipality, board, public body or officers thereof, clear and satisfactory evidence of the mistake, omission, or error and that the same was not caused by any careless act or omission on the Bidder's part in the exercise of ordinary examining the plans, specifications, and conforming with the provisions of this section, and in case of forfeiture, shall not be entitled to recover the moneys or certified check forfeited as liquidated damages unless it shall be proven before a court of competent jurisdiction in an action brought for the recovery of the amount forfeited, that in making the mistake, error or omission the Bidder was free from carelessness, negligence or inexcusable neglect.

## **BID OPENING**

- A. Bids will be opened at the time and place indicated in the Advertisement for Bids and read aloud publicly.

## **BID ACCEPTANCE**

- A. All Bids will remain subject to acceptance for the period of time stated in the Bid form.

## **BID REJECTION**

- A. OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER may also reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

## **QUALIFICATIONS**

- A. In evaluation of Bidders, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as requested by OWNER. Prequalification prior to bidding is not required.

## **COMPETENT AND RELIABLE BIDDERS**

- A. Bids will only be received, opened and considered which are submitted by Bidders who have been determined by the OWNER to be "competent and reliable". A Bidder shall be deemed "competent and reliable" when having sufficient financial ability, equipment and experience in the proposed Work to successfully perform the Work. Bids may be rejected at any time in the Bidding process whenever it comes to the attention of the OWNER a Bidder is not competent and reliable.

Bidders shall submit a Proposal Guaranty that meets the requirements of Wisconsin Department of Transportation Standard Specifications Section 102.8.

## **OWNER INVESTIGATIONS**

- A. OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

## **INSURANCE REQUIREMENTS**

The limits of liability for the insurance required by the Portage County Highway Department shall provide coverage for not less than the following amounts or greater, where required by Laws and Regulations:



- A. CONTRACTOR shall procure and maintain, during the term of this Bid, insurance policies, hereinafter specified. CONTRACTOR, prior to executing any Work, shall furnish a Certificate of Insurance indicating compliance with the foregoing, and proof of payment of premium to the OWNER, for approval. The certificates shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the OWNER will be notified, in writing, by the insurer at least twenty (20) days before any cancellation or change takes effect. If, for any reason, the insurance coverage required herein lapses, OWNER declares this Bid null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the OWNER throughout the term of this Bid.
- B. The following insurance must be in effect and continue in effect during the term of this PROJECT in not less than the following amounts:

1. Worker's Compensation

Coverage Limits - Statutory

2. Employer's Liability Limits:

Bodily Injury by Accident	\$100,000 Each Accident
Bodily Injury by Disease	\$100,000 Each Employee
Bodily Injury by Disease	\$500,000 Each Accident

3. Commercial General Liability:

Single Contract Award  
Minimum Limits of Insurance

General Aggregate Limit	
(Other than Products-Completed Operations)	\$1,500,000
Products-Completed Operations Aggregate Limit	\$1,500,000
Personal & Advertising Injury Limit	\$1,500,000
Each Occurrence Limit	\$1,500,000
Fire Damage Limit	\$ 50,000

Minimum limits specified can be obtained either through the basic policies or in conjunction with an umbrella policy.

General Liability Policies Must Also Include:

Contractual Liability  
Independent Contractors  
Explosion, Collapse & Underground

NOTE: Form must be on an occurrence basis, not claims-made basis.

OWNER and ENGINEER shall be added as additional insured under the policy.

4. Automobile Liability:

Minimum Limits of Insurance

Bodily Injury and Property Damage- Combined Single Limit	\$1,000,000
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The policy must include all owned, non-owned, and hired automobiles.

CONTRACTOR'S insurance policy shall include ISO Endorsement CG 24 26 07 02.

C. Hold harmless agreement/indemnification:

The CONTRACTOR agrees to indemnify to hold harmless the OWNER, ENGINEER, and their agents and employees, from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees in case it shall be necessary to file an action, arising out of performance of the Work herein, that is:

- a. for bodily injury, illness, or death, or for property damage, including loss of use, and
- b. caused in whole or in part by CONTRACTOR's negligent act or omission, or that of a Subcontractor, or that of anyone employed by them or for whose acts the CONTRACTOR or Subcontractor may be liable.

CONTRACTOR'S liability insurance described under a. and b. of this section shall include ISO Endorsement CG 24 26 07 04 for purposes of this indemnification provision.

CONTRACTOR agrees that notwithstanding anything to the contrary contained in this bid package, no provision hereof shall be a waiver of, or otherwise constituted estoppel of, the Owner or its insurer to rely upon and assert the limitations, defenses and immunities provided by Wisconsin law, including but not limited to those set forth in sections 893.80, 895.52 and 345.05, Wisconsin Statutes. To the extent that this bid package provides for an indemnification by the Owner of other parties and to the further extent that such indemnification is available and enforceable under law, the Owner and its insurer shall not be liable in indemnity or by contribution or by any other theory of law, for any amount greater than the limits of liability for municipal claims as established by applicable Wisconsin law.

D. Safety precautions and programs:

Each CONTRACTOR (including Subcontractor) has the duty of providing for and overseeing all safety order, precautions, and programs necessary to the reasonable safety of the Work. In this connection, CONTRACTOR shall take reasonable precautions for the safety of all employees and other persons whom the Work might affect, all Work and materials incorporated in the project, and all property and improvements on the construction site and adjacent to the construction site, complying with all applicable laws, ordinances, rules, regulations and others.

## SPECIAL CONDITIONS OF THIS BID

### A. ASSURANCE OF BID, PERFORMANCE, AND PAYMENT

The Contractor awarded the bid shall provide the County with an assurance of Bid, Performance, and Payment for 100% of the contract amount as required in Wis. Stats. 779.14 per the following requirements:

Contracts less than \$50,000	No Assurance of Bid, Performance, and Payment is required.
Contracts from \$50,000 to \$100,000	Contractor must provide either a Performance and Payment Bond, or an irrevocable letter of credit from an established financial institution approved by the County.
Contracts exceeding \$100,000	Contractor must provide a Bid, Performance, and Payment Bond approved by the County.

In the event a contractor fails to present the County with an assurance of Bid, Performance, and Payment, the vendor's bid will be disqualified, and the contract will be awarded to the next lowest responsible bidder.

### B. PROGRESS PAYMENTS AND RETENTION

Progress payments to Contractors for projects with a cost exceeding \$1,000 and construction time greater than 30 days will be made as an estimate of the amount and proportionate value of the work done, which shall entitle the contractor to receive the amount thereof, less the retainage. Payment requests from Contractors will be processed monthly. The Contractor seeking progress payments must submit invoices to the County to review for approval. The County is the sole judge on the proportionate value of the work completed.

The County shall retain from all payments to the Contractor an amount equal to five percent (5%) of each payment request, otherwise payable to the Contractor. When fifty percent (50%) of the entire work has been completed no additional amounts shall be retained and partial payments shall be made in full, unless the County determines that the work is not proceeding satisfactorily. At 50% completion or any time after 50% completion when the progress of the work is not satisfactory, additional amounts may be retained but the total retainage may not be more than 10% of the value of the work completed. Nothing herein shall preclude the County from deducting from any request for payment such amounts as will properly represent the value of work which fails to meet the quality standards of the Contract or which the Contractor fails to complete.

### C. CHANGES IN THE WORK

No changes in the work may be made by the Contractor without having prior approval of the County. The County may at any time, without invalidating the Contract and without Notice to Sureties, order changes in the Work by written Change Order or Field Order. Such changes may include additions and/or deletions.

## WARRANTY REQUIREMENTS

- A. CONTRACTOR shall be required to warranty or guarantee materials and workmanship for Work done under this contract by keeping said works in good order or repair at his expense for one year from date of final acceptance of Work by OWNER. This includes, but is not limited to, erosion and erosion control items. CONTRACTOR shall provide OWNER a Statement of Warranty prior to final project closeout.

## **PREVAILING WAGE RATE DETERMINATION (STATE AND FEDERAL)**

- A. Prevailing wage rates are not required.

## **NONEXCLUSIVE CONTRACT**

- A. Unless otherwise stated, the OWNER reserves the right to purchase work or materials outside of this contract.
- B. Unless otherwise stated, the OWNER reserves the right to purchase work or materials outside of this contract.

## **NONDISCRIMINATION & AFFIRMATIVE ACTION**

- A. In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, gender identity and gender expression, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## **INDEPENDENT CAPACITY**

- A. The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the OWNER. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the OWNER.

## **OPEN RECORDS**

- A. Both parties understand that the OWNER is bound by the Wisconsin Public Records Law, and as such, responses and contractors are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the OWNER in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that the Contractor must defend and hold the OWNER harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the contract.

## **PERMITS**

- A. A Wisconsin Department of Natural Resources General Permit and Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit been obtained for the project and are included in Attachment 3. CONTRACTOR shall adhere to all permit conditions and requirements.

## **STANDARD DETAIL DRAWINGS**

- A. Standard Detail Drawings (SDD) are included in the plans and/or by reference from the Wisconsin Department of Transportation, Facilities Development Manual (FDM):

## **BID FORM**

OWNER: Portage County Highway Department, Portage County, Wisconsin

PROJECT: CTH R(Black Oak Drive to Porter Road) Road & Bridge

Construction

THIS BID IS SUBMITTED TO: Portage County Purchasing Department  
1462 Strongs Avenue  
Stevens Point, WI 54481

The undersigned Bidder proposes and agrees, if this Bid or portion of is accepted, to perform the Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders. The Bids will remain subject to acceptance for the period of the time between April 13, 2023, and May 17, 2023.

In submitting this Bid, Bidder represents the following:

Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No.

Addendum Date

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, and performance of the Work.

Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

Bidder will provide certificate of insurance and statement of warranty.

Bidder does not consider that any further data is necessary for the determination of this Bid for performance of the Work at the price(s) Bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

Bidder is aware of the general nature of Work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

Bidder has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by OWNER is acceptable to Bidder.

The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity 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 individual or entity to refrain from Bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

**Bidder will complete the Work in accordance with the Contract Documents for the following unit prices:**

### **CTH R BASE BID**

**SCHEDULE OF PRICES – BASE BID – October 31, 2023 Completion Date, all in-stream work completed by September 15, 2023. Bidder must fill in schedule of prices for all items of work.**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
201.0205	Grubbing	49	STA		
203.0100	Removing Small Pipe Culverts	2	EACH		
203.0260	Removing Structure Over Waterway Minimal Debris (B-49-197)	1	EACH		
204.0165	Removing Guardrail	202	LF		
204.0170	Removing Fence	86	LF		
204.0180	Removing Delineators and Markers	4	EACH		
205.0100	Excavation Common	23,658	CY		
205.0400	Excavation Marsh	1100	CY		
206.1001	Excavation for Structures Bridges (B-49-197)	1	EACH		
210.1500	Backfill Structure Type A	320	TON		
305.0110	Base Aggregate Dense 3/4-Inch	1290	TON		
305.0120	Base Aggregate Dense 1 1/4-Inch	34,760	TON		
312.0115	Select Crushed Material	67	CY		
415.0080	Concrete Pavement 8-Inch	36	SY		
415.0410	Concrete Pavement Approach Slab	170	SY		
416.1010	Concrete Surface Drains	1.5	CY		
455.0605	Tack Coat	1,820	GAL		
460.2000	Incentive Density HMA Pavement	7,200	DOL	\$1.00	
460.6223	HMA Pavement 3 MT 58-28 S	6,955	TON		
460.6224	HMA Pavement 4 MT 58-28 S	4,285	TON		
465.0105	Asphaltic Surface	1,230	TON		
465.0315	Asphaltic Flumes	56	SY		
502.0100	Concrete Masonry Bridges	472	CY		
502.3200	Protective Surface Treatment	555	SY		
502.3210	Pigmented Surface Sealer	70	SY		
505.0400	Bar Steel Reinforcement HS Structures	8,680	LB		
505.0600	Bar Steel Reinforcement HS Coated Structures	59,280	LB		

Item No.	Description	Quantity	Unit	Unit Price	Total
505.0800.S	Bar Steel Reinforcement HS Stainless Structures	1,410	LB		
513.7093	Railing Steel Type 3T	72	LF		
516.0500	Rubberized Membrane Waterproofing	34	SY		
520.1012	Apron Endwalls for Culvert Pipe 12-Inch	1	EACH		
520.1015	Apron Endwalls for Culvert Pipe 15-Inch	1	EACH		
520.1018	Apron Endwalls for Culvert Pipe 18-Inch	24	EACH		
520.1030	Apron Endwalls for Culvert Pipe 30-Inch	1	EACH		
520.3418	Culvert Pipe Class III-A Non-metal 18-Inch	408	LF		
522.0418	Culvert Pipe Reinforced Concrete Class IV 18-Inch	176	LF		
522.1015	Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	1	EACH		
522.1018	Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	11	EACH		
550.2124	Piling CIP Concrete 12 3/4 X 0.25-Inch	1,430	LF		
601.0409	Concrete Curb & Gutter 30- Inch Type A	53	LF		
601.0411	Concrete Curb & Gutter 30- Inch Type D	3,857	LF		
601.0588	Concrete Curb & Gutter 4- Inch Sloped 36-Inch Type TBT	25	LF		
601.0590	Concrete Curb & Gutter 4- Inch Sloped 36-Inch Type TBTT	27	LF		
602.0410	Concrete Sidewalk 5-Inch	793	SF		
602.0505	Curb Ramp Detectable Warning Field Yellow	100	SF		
602.0605	Curb Ramp Detectable Warning Field Radial Yellow	71	SF		
606.0200	Riprap Medium	68	CY		
606.0300	Riprap Heavy	190	CY		
608.0415	Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	54	LF		
608.0418	Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	261	LF		



Item No.	Description	Quantity	Unit	Unit Price	Total
608.3012	Storm Sewer Pipe Class III-A 12-Inch	254	LF		
608.3015	Storm Sewer Pipe Class III-A 15-Inch	26	LF		
608.3018	Storm Sewer Pipe Class III-A 18-Inch	546	LF		
608.3024	Storm Sewer Pipe Class III-A 24-Inch	948	LF		
608.3030	Storm Sewer Pipe Class III-A 30-Inch	423	LF		
611.0530	Manhole Covers Type J	1	EACH		
611.0535	Manhole Covers Type J-Special	3	EACH		
611.0606	Inlet Covers Type B	6	EACH		
611.0624	Inlet Covers Type H	4	EACH		
611.0639	Inlet Covers Type H-S	9	EACH		
611.0642	Inlet Covers Type MS	5	EACH		
611.1004	Catch Basins 4-FT Diameter	4	EACH		
611.1005	Catch Basins 5-FT Diameter	2	EACH		
611.2004	Manholes 4-FT Diameter	3	EACH		
611.2005	Manholes 5-FT Diameter	1	EACH		
611.3230	Inlets 2x3-FT	11	EACH		
611.3901	Inlets Median 1 Grate	5	EACH		
612.0406	Pipe Underdrain Wrapped 6-Inch	260	LF		
614.0150	Anchor Assemblies for Steel Plate Beam Guard	1	EACH		
614.2300	MGS Guardrail 3	137.5	LF		
614.2500	MGS Thrie Beam Transition	39.4	LF		
614.2610	MGS Guardrail Terminal EAT	1	EACH		
619.1000	Mobilization	1	EACH		
624.0100	Water	540	MGAL		
625.0500	Salvaged Topsoil	38,000	SY		
627.0200	Mulching	18,100	SY		
628.1504	Silt Fence	2,150	LF		
628.1520	Silt Fence Maintenance	2,150	LF		
628.1905	Mobilizations Erosion Control	8	EACH		
628.1910	Mobilizations Emergency Erosion Control	8	EACH		
628.2004	Erosion Mat Class I Type B	5,000	SY		
628.2006	Erosion Mat Urban Class I Type A	14,000	SY		
628.2027	Erosion Mat Class II Type C	900	SY		
628.6005	Turbidity Barriers	270	SY		
628.7005	Inlet Protection Type A	24	EACH		

Item No.	Description	Quantity	Unit	Unit Price	Total
628.7015	Inlet Protection Type C	13	EACH		
628.7504	Temporary Ditch Checks	355	LF		
628.7555	Culvert Pipe Checks	40	EACH		
628.7560	Tracking Pads	2	EACH		
629.0210	Fertilizer Type B	30	CWT		
630.0130	Seeding Mixture No. 30	800	LB		
630.0200	Seeding Temporary	1,200	LB		
630.0500	Seed Water	1,000	MGAL		
633.5200	Markers Culvert End	13	EACH		
634.0614	Posts Wood 4x6-Inch X 14-FT	4	EACH		
634.0616	Posts Wood 4x6-Inch X 16-FT	25	EACH		
637.2210	Signs Type II Reflective H	165.72	SF		
637.2230	Signs Type II Reflective F	12.50	SF		
638.2102	Moving Signs Type II	3	EACH		
638.2602	Removing Signs Type II	33	EACH		
638.3000	Removing Small Sign Supports	30	EACH		
638.4000	Moving Small Sign Supports	2	EACH		
642.5201	Field Office Type C	1	EACH		
643.0300	Traffic Control Drums	9,000	DAY		
643.0420	Traffic Control Barricades Type III	4,500	DAY		
643.0705	Traffic Control Warning Lights Type A	9,000	DAY		
643.0900	Traffic Control Signs	4,800	DAY		
643.5000	Traffic Control	1	EACH		
645.0111	Geotextile Type DF Schedule A	120	SY		
645.0120	Geotextile Type HR	530	SY		
646.1020	Marking Line Epoxy 4-Inch	29,820	LF		
646.3020	Marking Line Epoxy 8-Inch	50	LF		
646.5020	Marking Arrow Epoxy	31	EACH		
646.7120	Marking Diagonal Epoxy 12-Inch	554	LF		
646.7420	Marking Crosswalk Epoxy Transverse Line 6-Inch	275	LF		
646.8120	Marking Curb Epoxy	25	LF		
646.8220	Marking Island Nose Epoxy	1	EACH		
650.4000	Construction Staking Storm Sewer	39	EACH		
650.4500	Construction Staking Subgrade	12,419	LF		
650.5000	Construction Staking Base	12,379	LF		

Item No.	Description	Quantity	Unit	Unit Price	Total
650.5500	Construction Staking Curb Gutter and Curb & Gutter	3857	LF		
650.6000	Construction Staking Pipe Culverts	14	EACH		
650.6501	Construction Staking Structure Layout (B-49-197)	1	EACH		
650.7000	Construction Staking Concrete Pavement	40	LF		
650.9000	Construction Staking Curb Ramps	7	EACH		
650.9500	Construction Staking Sidewalk (Project)	1	EACH		
650.9911	Construction Staking Supplemental Control (project)	1	EACH		
650.9920	Construction Staking Slope Stakes	12,419	LF		
690.0150	Sawing Asphalt	607	LF		
715.0502	Incentive Strength Concrete Structures	472	DOL	\$1.00	
740.0440	Incentive IRI Ride	5,029	DOL	\$1.00	
SPV.0060	Special 01. Turtle Fence	1	EACH		
SPV.0060	Special 31. Connect to Existing Watermain 16-Inch	2	EACH		
SPV.0060	Special 32. Standard Hydrant Assembly	14	EACH		
SPV.0060	Special 33. Salvage Hydrant Assembly	2	EACH		
SPV.0060	Special 35. Gate Valve and Box 8-Inch	2	EACH		
SPV.0060	Special 36. Gate Valve and Box 12-Inch	1	EACH		
SPV.0060	Special 37. Butterfly Valve and Box 16-Inch	16	EACH		
SPV.0060	Special 38. 16-Inch Long Sleeve	3	EACH		
SPV.0060	Special 39. 16-Inch X 11.25 Degree Bend	2	EACH		
SPV.0060	Special 40. 16-Inch X 90 Degree Bend	2	EACH		
SPV.0060	Special 41. 8-Inch to 6-Inch Reducer	2	EACH		
SPV.0060	Special 42. 12-Inch to 6-Inch Reducer	1	EACH		
SPV.0060	Special 43. 16-Inch X 6-Inch X 16-Inch Tee	12	EACH		
SPV.0060	Special 44. 16-Inch X 8-Inch X 16-Inch Tee	2	EACH		

Item No.	Description	Quantity	Unit	Unit Price	Total
SPV.0060	Special 45. 16-Inch X 12-Inch X 16-Inch Tee	1	EACH		
SPV.0060	Special 46. Salvage Watermain Reducer	2	EACH		
SPV.0090	Special 01. Pedestrian Railing	230	LF		
SPV.0090	Special 30. Watermain - C900 8-Inch	194	LF		
SPV.0090	Special 31. Watermain - C900 12-Inch	111	LF		
SPV.0090	Special 32. Watermain - C900 16-Inch	5,244	LF		
SPV.0090	Special 33. Watermain C906 16-Inch HDPE Horizontal Directional Bore	330	LF		
SPV.0090	Special 34. Water Service 1-Inch	1,164	LF		
SPV.0090	Special 35. Water Service 2-Inch	128	LF		
SPV.0165	Special 30. Insulation Board Polystyrene, 2-Inch	4,556	SF		
SPV.0200	Special 30. Water Valve Manhole, Special 72"	13	VF		
<b>Grand Total (Add all Ext. Amounts from Schedule of Prices)</b> <b>Must match Amount on Bid Form.</b>					

In case of discrepancies, final total amount will be based on actual unit prices as listed above.

The CONTRACTOR proposes to subcontract the following work to a subcontractor for the CTH R Project:

Subcontractor	Work Performed

OWNER may reduce or revise project as needed to accommodate project funding limits. These modifications will be analyzed in accordance with WDOT 104.2.2.2.4.3 and 101.3. Revisions could include but are not limited to revised project limits, reduced roadway widths, and work done by OWNER.

If BIDDER is:

An Individual

By: \_\_\_\_\_ (SEAL)  
(Individual's Name Typed or Printed)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

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

E-mail \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

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

E-mail \_\_\_\_\_

A Corporation

By: \_\_\_\_\_  
(Corporation name)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability:

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

\_\_\_\_\_  
(Title)

(Corporate Seal)

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

Business address: \_\_\_\_\_

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

E-mail \_\_\_\_\_

A Joint Venture

Joint Venturer Name: \_\_\_\_\_(SEAL)

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Title: \_\_\_\_\_

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

\_\_\_\_\_

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

Joint Venturer Name: \_\_\_\_\_(SEAL)

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Title: \_\_\_\_\_

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

\_\_\_\_\_

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

E-mail \_\_\_\_\_

Phone, Fax Number, Email, and Address for receipt of official communications, if different than above:

\_\_\_\_\_

\_\_\_\_\_

(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).



## **AGREEMENT**

### **INTRODUCTION**

- A. THIS AGREEMENT is dated as of May \_\_\_, 2023, by and between the Portage County Highway Department, Portage County, Wisconsin, hereinafter called OWNER and \_\_\_\_\_ hereinafter called CONTRACTOR.
- B. OWNER and CONTRACTOR, in consideration of mutual covenants hereinafter set forth agree as follows:

### **WORK**

- A. CONTRACTOR shall complete Work as specified or indicated in Contract Documents. Work is generally described as follows:

Perform the work under this construction contract for Project CTH R Improvements, Black Oak Drive to Porter Drive, Portage County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2023 Edition, as published by the department, and these special provisions.
- B. Project for which Work under Contract Documents may be whole or only a part is generally described as follows:

CTH R Portage County, Wisconsin
- C. OWNER may reduce or revise project as needed to accommodate project funding limits. These modifications will be analyzed in accordance with WDOT 104.2.2.4.3 and 101.3. Revisions could include but are not limited to revised project limits, reduced roadway widths, and work done by OWNER.

### **ENGINEER**

- A. The CTH R Project has been designed by:

AECOM  
200 Indiana Avenue  
Stevens Point, WI 54481

who are hereinafter called ENGINEER and who will assume duties and responsibilities and will have rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of Work in accordance with Contract Documents.

## **CONTRACT TIME**

- A. Work will be done in accordance with the time frame outlined below:

CTH R Project with a contract completion date of October 31, 2023 will all in-stream activities complete by September 15, 2023.

- B. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and OWNER will suffer financial loss if Work is not substantially complete within time specified above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving in legal or arbitration proceedings the actual loss suffered by OWNER if the Work is not complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER two hundred dollars (\$200.00) for each day that expires after time specified in Paragraph A, until Work is complete.

## **CONTRACT PRICE**

- A. OWNER shall pay CONTRACTOR for performance of Work in accordance with Contract Documents in current funds as follows:

Refer to Bid Form included in this Bidding Package.

## CONTRACTOR'S SUBCONTRACTORS

- A. The CONTRACTOR proposes to subcontract the following work to a subcontractor for the CTH R Project:

Subcontractor	Work Performed

## PAYMENT PROCEDURES

- A. CONTRACTOR shall submit Applications for Payment. Applications for Payment will be processed by OWNER.
- B. Progress Payments. OWNER shall make progress payments on account of Contract Price on basis of CONTRACTOR's Applications for Payment. Progress payments will be on basis of progress of Work measured by schedule of values.
- C. The OWNER will retain 5% of the amount due the CONTRACTOR until 50% of the amount due the CONTRACTOR is reached. At 50% completion, further partial payments shall be made in full to CONTRACTOR and no additional amounts may be retained unless the job is not proceeding satisfactory, but amounts previously retained shall not be paid to CONTRACTOR. At 50% completion or any time thereafter when progress of Work is not satisfactory, additional amounts may be retained but in no event shall total retainage be more than 10% of value of Work completed.
- D. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 98% of Contract Price.
- E. Final Payment. Upon final completion and acceptance of Work. OWNER shall pay remainder of Contract Price.

## CONTRACTOR'S REPRESENTATIONS

- A. CONTRACTOR has familiarized himself with nature and extent of Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances,

rules and regulations that in any manner may affect cost, progress or performance of Work.

- B. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at site or otherwise affecting cost, progress or performance of Work which were relied upon by ENGINEER in the preparation of Drawings and Specifications.
- C. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph B as he deems necessary for performance of Work at Contract Price, within Contract Time and in accordance with other terms and conditions of Contract Documents; and no additional examinations, investigations, tests, reports or similar data or will be required by CONTRACTOR for such purposes.
- D. CONTRACTOR has correlated results of all such observations, examinations, investigations, tests, reports and data with terms and conditions of the Contract Documents.
- E. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

#### **CONTRACT DOCUMENTS**

- A. Contract Documents which comprise entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of all items within the Bidding package, specifications, and project plans.

#### **MISCELLANEOUS**

- A. No assignment by a party hereto of any rights under or interest in Contract Documents will be binding on another party hereto without written consent of party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to extent that effect of this restriction may be limited by law), and unless specifically stated to contrary in any written consent to an assignment, no assignment will release or discharge assignor from any duty of responsibility under Contract Documents.
- B. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in Contract Documents.
- C. CONTRACTOR shall provide an Erosion Control Implementation Plan (ECIP) to the OWNER, 14 days prior to the pre- construction meeting. Comply with Section 107.20 of the Standard Specifications for Highway and Structure Construction 2023 edition.

## SIGNATURES

A. IN WITNESS WHEREOF, parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on May \_\_, 2023.

AUTHORIZATION TO EXECUTE CONTRACT. OWNER is authorized to enter into this Contract by action of its Highway Committee and Portage County Board of Supervisors taken on May 16, 2023. OWNER has or will have sufficient funds to meet its obligations under this Contract.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Examined and approved as to form:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Contract on the dates below given.

Portage County Highway Department  
Portage County, Wisconsin

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_  
[Company name]

By: \_\_\_\_\_

\_\_\_\_\_  
President/Partner/Sole Owner

Date: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Secretary/Partner

Date: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Partner

Date: \_\_\_\_\_

## **SPECIFICATIONS**

GENERAL - All materials and Work shall conform to the State of Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, 2023 Edition, hereinafter referred to as WDOT. In case of a discrepancy between these specifications and WDOT, these specifications shall govern. In WDOT, the department is considered the Portage County Highway Department (PCHD), hereinafter referred to as PCHD. All Work necessary to complete the PROJECT in accordance with the plans, Bid items, and these specifications, and not specifically accounted for in a Bid item, shall be considered as incidental to the Bid items. The CONTRACTOR shall include the costs to provide the Work in the listed Bid item prices and shall not be paid separately for the Work.

The SPECIAL PROVISIONS for this project can be found in ATTACHMENT 1.

**ATTACHMENT 1=Special Provisions**

Document=CTH R – Portage Count- PS&E Special Provisions

**ATTACHMENT 2=Plans**

Document=CTH R – Portage County – PS&E Plans

**ATTACHMENT 3=WDNR Permits**

Document=Statewide GP – Local Roads\_6085559\_CTH R

**ATTACHMENT 4=Subsurface Exploration and Investigation Report**

Document=CTH R Subsurface Report

Here is the FTP Link access for the Documents listed above for this Procurement

1. Click the link <https://filetransfer.co.portage.wi.us> or copy/paste the link into your browser.
2. It works best with Chrome or Firefox web browser. We recommend not using Internet Explorer.
3. It will request a Username and password they are:

Username: PortagePurHwy (Case Sensitive)

Password : Highway123 (Case Sensitive)