



Clark County Highway Department
Clark County, Wisconsin
Request for Bids

2025 Asphalt Emulsion

Documents:

- 1. Advertisement for Bids**
- 2. Instruction and Terms**
- 3. Standard Terms and Conditions**
- 4. Project Specifications**
- 5. Bid Proposal and Certificate**

Advertisement for Bids

Project Name: 2025 Highway Construction and Maintenance Materials and Services

Department: Clark County Highway Department, 511 W South Street, Loyal, WI 54446.

Clark County is seeking bids from qualified vendors for the following:

- Pulverize approximately 203,069 SY of existing asphalt surface
- Millings approximately 583 SY of existing asphalt surface
- Hot Mix Asphalt – Supply approximately 34,940 Tons of Hot Mix Asphalt
- Aggregate - Supply approximately 13,415 Tons of Wisconsin Department of Transportation Specification Gradation 3/4" Crushed Aggregate Base Course
- Supply approximately 7000 Tons Screened / Washed Sand
- Supply approximately 3,826 Tons 1/4" Washed Seal Coat Aggregate Chips, Washed FA2
- Supply and Apply approximately 128,677 Gallons of HFRS-2 Emulsion Asphalt

Bids shall conform to the requirements of the Instructions and Terms, Standard Terms and Conditions, Specifications and Certificate. Bid documents must be obtained from the Clark County Highway Department. Bids will only be accepted if submitted on signed Clark County Highway Department bid forms.

Funding for services and materials may include, but not be limited, to projects involved with GTA, TAX LEVY, STP RURAL, LRIP, RMA, DMA and PBM.

Sealed bids shall be received by the Clark County Highway Department no later than **1:30pm on February 24th, 2025**; bids will be publicly opened and recorded at that time. The vendor is solely responsible to ensure bids are received before the deadline at the designated location.

Clark County reserves the right to accept or reject any and all bids, or parts thereof, and waive any technicalities.

Brian Duell, Clark County Highway Commissioner

Clark County, Wisconsin
Title: Instructions and Terms

Instructions and Terms

1. Bids

- a. Any documents included in the bid packet shall be fully completed and legibly printed or written on the county provided forms. Any submitted bid shall remain effective for sixty (60) days upon receipt.
- b. Bids shall be sealed in an opaque envelope labelled with the department name and project name. Bids must be submitted to and received at the date, time, and location set forth on the advertisement for bids.
- c. Bids shall include all items (ie labor, services, materials, and/or equipment) necessary for the full and satisfactory completion of the project. Any deviation from specifications or these instructions shall be noted clearly and concisely on bid. Bids shall be signed by an authorized representative of the vendor.
- d. The request for bids does not confer any rights to any prospective vendors and does not obligate Clark County to engage in any procurement or to purchase any items (i.e. labor, services, materials, and/or equipment). Any costs associated with the preparation and submittal of a response to this request shall be the sole responsibility of the individual/vendor submitting the bid.
- e. Any confidential or proprietary information shall be clearly marked as such. Clark County will use discretion with regards to disclosure of such information contained in any bid with no guarantees such information will not be disclosed as Clark County is subject to Wisconsin Public Records and other record-related laws.
- f. Once the bids packet is submitted, such documents become the property of Clark County.

2. Qualifications of Vendor

- a. Vendor shall be licensed, certified, accredited, and/or meet all the necessary qualifications to perform the services/work requested. Clark County may investigate as it deems necessary to determine the ability of the vendor to perform the services/work requested. Clark County reserves the right to reject any bid if the vendor fails to satisfy the county that the vendor is qualified to perform the services/work requested.
- b. Clark County may, at its sole discretion, require offerors to submit a sworn statement as to the experience in the services/work requested, financial abilities, equipment, and any other matter the county requires for the protection and welfare of the public in the performance of a public contract. Vendors offering bids are strongly encouraged to incorporate such qualification information into their bid.

3. Award of Contract

- a. Clark County reserves the right to accept or reject any and all bids, or parts thereof, and/or waive any technicalities of any bids.
- b. The award of contract pursuant to a request for bids is conditioned on the Clark County Board of Supervisor's appropriation of funds for the project's purpose.
- c. The award of contract will be issued to a responsible and qualified vendor offering the most advantageous bid to Clark County that is in the county's best interest as long as the bid is fully compliant.
- d. A responsible and qualified vendor is one who is not only financially responsible, but who possesses the judgment, skill, ability, capacity and integrity requisite and necessary to perform a public contract according to its terms.
- e. Clark County and/or its designee reserves the right to interview offerors to determine if the vendor is responsible and qualified. Offerors may be required to make presentation(s) to the Clark County Board of Supervisors or sub-committee(s) upon request.
- f. Clark County reserves the right to consider all elements in determining whether a vendor is responsible and qualified.
- g. Upon the notice of award to a vendor, if applicable, vendor shall provide to Clark County any required documents (ie bonds or certificate of insurance) within fifteen (15) days from the receipt of the notice of award.

4. Contract

- a. The vendor who submits a bid expressly agrees to the terms in the bid documents including the terms as set forth in Clark County Standard Terms and Conditions (see attached).

5. Vendor's Certificate

- a. Each vendor shall incorporate as part of their bid a statement that the vendor has carefully examined the specifications and instructions before submitting the bid, and have offered a bid that is fully compliant.

6. Bid, Performance, and Payment Bond

- a. Bid Assurance Bond IS NOT required for this project.
- b. Performance Bond and Payment Bond IS NOT required for this project.

Clark County, Wisconsin
Title: Standard Terms and Conditions

Standard Terms and Conditions

1. **Applicability.** The following terms and conditions ("Terms") apply to Clark County ("County") requests for quotes/bids, purchase orders, and all other transactions whereby the County acquires goods and/or services. Any person or entity who submits offers to County ("Contractor") are bound by such Terms.
2. **Specifications.** The stated specifications are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level that is desired. When alternates are proposed, they must be identified by manufacturer, stock number and/or such other information necessary to establish equivalency. County shall be the sole judge of equivalency and are subject to County approval. In addition to other termination provisions set forth herein, if the County determines products provided by the Contractor are unsatisfactory and/or do not meet specifications, the County reserves the right to reject the products (at no cost to the County); immediately terminate the agreement with the Contractor; and obtain products from a different contractor.
3. **Deviations; Errors.** Deviations and/or exceptions from any specifications shall be fully described in writing by Contractor. In the absence of such statement, the bid shall be accepted as in strict compliance with any specifications and Contractor shall be held liable for any damages resulting from any deviation or exceptions. Corrections on submitted proposals shall be initialed by Contractor. Corrections without Contractor's initials may be considered a no bid for that item.
4. **Quality and Quantity.** Unless otherwise noted in the request, all materials shall be first quality and no pre-owned, obsolete, discontinued, or defective materials shall be used. The quantities shown on the request are estimated and the county reserves the right to increase or decrease quantities to meet County's actual needs.
5. **Acceptance and Rejection.** County reserves the right to accept or reject any or all offers and to waive any technicality in any offers submitted. Submission of a proposal constitutes an offer and gives the county 60 days to accept such offer upon receipt. Offers by fax or electronic communication are not acceptable unless expressly accepted by County.
6. **Award.** Unless otherwise required or allowed by law, awards will be made to the lowest responsible bidder who conforms to the applicable specifications and terms that are in the best interests of the County. Either written or oral notice of award to the successful bidder will be considered sufficient notice of acceptance.
7. **Bond.** Failure to comply with bond/assurance guarantees will result in Contractor forfeiting the bond/assurance to County.
8. **Delivery.** Failure to adhere to the delivery schedule as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary including administrative costs. Deliveries shall be FOB to the Clark County destination listed on the purchase order or contract. Title and risk of loss shall not pass to Clark County until receipt and acceptance takes place at the FOB point.
9. **Payments.** Unless otherwise agreed, the County will pay properly submitted invoices within thirty (30) days of receipt of such invoice. Payment will not be made until the goods or services are delivered, installed, and accepted as specified. County reserves the right to withhold payment upon dispute without interest or fees.
10. **Permits.** When required, any and all permits and inspections shall be included in the proposal price and shall not be an additional cost to the County.
11. **Taxes.** Clark County is exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases unless the law provides otherwise.
12. **Waiver of Default.** County's making of any payment or acceptance of any service or goods shall not constitute or be construed as a waiver by the County of any breach or waiver of any default and does not impair or prejudice the right to the recovery of damages or other remedies.
13. **Assignment.** Neither party shall assign or delegate any contractual rights, interests, or duties without prior written consent of the other party.
14. **Indemnification.** Contractor shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the County, its officers, agents, and employees arising out of the parties' agreement. Nothing contained herein is intended to be a waiver or estoppel of County or its insurer to rely upon the limitations and immunities contained within Wisconsin law. County shall not be liable in indemnity or contribution for an amount greater than the legal limits of municipal liability.
15. **Independent Contractor.** County retains the Contractor as an independent contractor upon the Terms. The Contractor shall determine the means, methods, personnel, and resources as well as furnish any and all supplies, equipment, and incidentals necessary to accomplish the objectives of the services/work.

Clark County, Wisconsin
Title: Standard Terms and Conditions

16. **Insurance.** The Contractor shall purchase and maintain insurance, including Worker's Compensation insurance, to protect itself from any and all claims deriving from the services/work agreed upon. Contractor shall purchase and maintain insurance to protect itself from claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of tangible property including loss or use resulting therefrom and from claims arising out of the performance of this Agreement by the Contractor. The Contractor shall also name as additional insured on its general liability insurance the County, its officers, agents, and employees. The base limits of such policies shall be \$1,000,000 per occurrence and \$5,000,000 aggregate. Policies shall not be cancelled or modified without prior written notice to County.
17. **Termination.** Contractor's failure to perform or comply with Terms or provisions in an agreement shall constitute a breach of contract. County may require corrective action within ten (10) days from receipt of written notice of breach. Failure to timely cure the breach or failure to provide a written reply within the prescribed ten (10) days shall constitute a default of the contract. If defaulted, the Contractor shall be liable for liquidated damages. Upon ten (10) days written notice delivered to the address indicated in the proposal to Contractor, Clark County may without cause and without prejudice to any other right to remedy, terminate the agreement for Clark County's convenience whenever Clark County determines that such termination is in the best interest of the county. County reserves the right to terminate any agreement due to non-appropriation of funds.
18. **Warranty.** Unless specifically expressed otherwise, goods and services shall be provided by Contractor in a good and workmanlike manner and warranted against any defects for one (1) year from the date of receipt. Any equipment manufacturer's standard warranty shall apply as a minimum and must be honored.
19. **Subcontractors.** Contractor may enter into subcontracts with County's prior written consent. Subcontractors are bound by the Terms. County reserves the right to make direct payments payable to subcontractors. Contractor shall maintain a list of subcontractor, suppliers, and service providers and provide County the list upon request.
20. **Records.** The County intends to maintain an open process in procurement activities. County and the Contractor shall comply with the Wisconsin Public Records Law, as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the County and the Contractor. All documents prepared or furnished to County by Contractor and Contractor's subcontractors shall be County's property. Any restrictions on the use of data contained within a request or a contract must be clearly stated in the proposal or contract itself. Proprietary information submitted in response to a request will be handled in accordance with applicable state and/or federal law. The Contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County reserves the right to inspect Contractor's records upon request.
21. **Waiver; Severability.** Any waiver by either party of a breach of any provisions of this agreement shall not affect, in any respect, the validity of the remainder of this agreement. Any enforceable portions of this agreement shall be enforced even though other portions of the agreement may be deemed unenforceable.
22. **Applicable Law and Venue.** Terms shall be governed by and construed in accordance with the laws of the State of Wisconsin and venue for any legal action between the parties shall be in Clark County. Contractor shall at all times and at their sole responsibility abide by any and all applicable local, state, and/or federal statutes, ordinances, rules and regulations including, but not limited to, non-discrimination laws, equal employment obligations, affirmative action mandates, labor standards, prevailing wage, OSHA, state administrative code, and the Americans with Disabilities Act.
23. **Entire Agreement.** Terms shall apply and be fully incorporated into any other agreement of parties. Said agreement, which shall include Terms, shall constitute the entire agreement, and no other terms and conditions in any document or statement shall be effective unless agreed to in writing by the county. Unless otherwise stated in an agreement, Terms supersede any other terms and/or conditions stated in any documents or statement.

Project Specifications

Project Name: **2025 Asphalt Emulsion**

Department: **Clark County Highway Department, 511 W South Street, Loyal, WI 54446.**

Bids shall conform to the requirements of the Instructions, Terms, Conditions and Specifications. Funding for services and materials may include but not be limited to projects involved with GTA, TAX LEVY, STP RURAL, CHI-D, CHI, RMA, DMA and PBM.

Clark County Highway Department is seeking a responsible and qualified vendor to supply Asphalt Emulsion Material pursuant to the following specifications:

1. Asphalt Emulsion shall be in accordance with the requirements of the “State of Wisconsin Standard Specifications for Highway and Structure Construction”. The contractor will be responsible for performing all production testing.
2. Single seal coat application over existing HMA surface is to be completed in accordance with section 475 of the “State of Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction”.
3. The successful bidder must be prepared to furnish a certified analysis of material type, grade, and quality specified for each load of bituminous material delivered. The certification shall show the shipment number, refinery, consignee, destination, contract number, and date of shipment. Non-conforming materials shall not be accepted, and if applied to pavement prior to discovery shall be removed and be replaced at contractor’s expense.
4. Distributor is to be computerized application with capabilities to cover up to 24 feet in width in a single pass with automatic one-foot increment knockdowns.
5. Material shall only be placed during a period of favorable weather; Clark County will determine favorable weather in accordance with the following:
 - a. Project completed between May 15 and July 12;
 - b. No work permitted between June 29 and July 7th;
 - c. Pavement and air temperature are at least 60°F and rising;
 - d. Road surface is dry;
 - e. No work during foggy weather or before impending rains;
6. Clark County will be responsible for all signs and traffic control;
7. Contractor shall furnish all labor, materials, and equipment required to supply bid item.
8. HFRS-2 estimated application rate of approximately 0.37 gallons per square yard.
9. Project locations, asphalt emulsion and estimated gallons:

Highway	Location	Miles	Estimated Gallons
D	9th Street - Center Rd	2.4	12,503
E	CTH N - STH	3	15,629
G	CTH GG - O	4	20,838
K	CTH H - Chickadee Rd	5.3	27,611
P	CTH N - STH 29	4	20,838
Y	CTH H - STH 98	6	31,258
Total		24.7	128,677

Clark County, Wisconsin
Title: Bid/Quote Proposal and Certificate
Date: February 3, 2025

Bid Proposal and Certificate

Official Company Name: _____

Telephone No.: _____ Email: _____

Principal Contact Name: _____ Title: _____

Complete Mailing Address: _____

The undersigned, on behalf of vendor, hereby submits the following proposal:

Highway	Location	Estimated Dates of Availability	HFRS-2 Purchase / Gal	HFRS-2 Apply / Gal
D	9th Street - Center Rd		\$	\$
E	CTH N - STH		\$	\$
G	CTH GG - O		\$	\$
K	CTH H - Chickadee Rd		\$	\$
P	CTH N - STH 29		\$	\$
Y	CTH H - STH 98		\$	\$
Sub-Total			\$	\$
Total			\$	

The undersigned hereby swears, under the penalty of perjury, the following:

Vendor certifies that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition and that this bid/quote has been independently arrived at without collusion with any other bidder, competitor or potential competitor.

We certify that we have examined and carefully checked the instructions, specifications, and other bid documents before submitting the bid, have prepared the bid from the instructions and specifications, and have submitted a bid that is fully compliant with the instructions and specifications provided. We have the financial ability, equipment, resources, and experience to fully and satisfactorily complete the work sought in the bid documents.

The undersigned hereby represents the full authority to bind the vendor on behalf of whom the signature is provided and the vendor understands and agrees to all terms set forth in the bid documents.

Signature

Title

Name (print or type)

Date