



ROCK COUNTY DEPARTMENT OF PUBLIC WORKS

Highways & Parks

3715 Newville Road, Janesville, WI 53545
Phone: (608)757-5450 Fax: (608)757-5470
www.co.rock.wi.us

Hot Mix Asphalt Pavement Materials 2020 Contract and Specifications

Authorized By:

Public Works Committee of the
Rock County Board of Supervisors
Betty Jo Bussie, Chair

Prepared By:

Duane M. Jorgenson, Jr., P.E.
Director of Public Works

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**DPW #2020-01a
INVITATION TO BID
HOT MIX ASPHALT PAVEMENT MATERIALS
FOR
ROCK COUNTY DEPARTMENT OF PUBLIC WORKS
JANESVILLE, WISCONSIN**

Bids due in Rock County Public Works Department by:

May 26, 2020 - 11:30 a.m. (local time)

Bids received after this date and time will be rejected.

Bids must remain in effect 60 days from due date.

Address Bid to: Duane M. Jorgenson, Jr., P.E.
Director of Public Works
Rock County Department of Public Works
3715 Newville Road
Janesville WI. 53545

*****MARK SEALED ENVELOPE: DPW #2020-01a HOT MIX *****

The work shall consist of furnishing **Hot Mix Asphalt Pavement Materials** for various highway projects within Rock County. This bid shall satisfy the bidding requirement for the expenditure of the WisDOT Local Road Improvement Program (LRIP) funds allocated to the Town of Milton (Monogue Rd), Town of Fulton (Monogue Rd), and the Town of Janesville (Fenrick Rd).

The contract documents including the specifications can be obtained at the Rock County Department of Public Works, 3715 Newville Road, Janesville, WI 53545. In addition, the contract documents including the specifications are available online at the link below:

<http://www.co.rock.wi.us/highway-bid-info>

Rock County reserves the right to accept or reject any or all bids; to waive any technicality or error in any bid or part therein, and to accept the same or combinations, in whole or in part, whichever is deemed to be in the best interest of Rock County.

Contracts are awarded to the lowest, most qualified, responsible and responsive bidder on the basis of the base bid and full consideration of any or all alternatives, as may be in the best interest of Rock County. In determining the award of contract, Rock County shall consider the scope of the work involved, timeliness of delivery, competency of bidder, bidder's ability to render satisfactory service, and past performance. If two or more bidders submit identical bids, Rock County shall make award to bidder of its choice and such decision shall be final.

INSTRUCTIONS FOR BIDS

The bidder is required to submit **two (2) copies (one original marked as such and one copy)** of their bid in a sealed envelope marked DPW #2020-01 Bid Documents to Duane M. Jorgenson, Jr., P.E., Director of Public Works, Rock County Department of Public Works, 3715 Newville Road, Janesville, WI 53545. All bids must be received by **1:30 p.m. (local time), January 29, 2020**. Any bid submitted after this date and time will be rejected. Vendors are responsible for ensuring that the above office receives their bid before the deadline. No faxed or electronic bids will be accepted.

Bid "packets" must be clearly labeled with vendor name, return address, bid title, date and the name of the vendor's primary contact for bid questions.

Bids shall be signed with named printed below signature. Where Bidder is a Corporation, Bid must be signed with the legal name of the Corporation followed by the legal signature of an officer authorized to bind the Corporation to contract.

INQUIRIES

All questions concerning this Invitation to Bid must be submitted **in writing** to Jim Babcock. Questions must be received by **12:00 noon (local time), January 17, 2020**. Questions received after this date and time will not be answered. Questions may be e-mailed to Jim Babcock at babcock@co.rock.wi.us.

No verbal explanation or instructions will be given in regard to the meaning of the drawings or specifications during the bid period. Bidders shall bring inadequacies, omissions or conflicts to Rock County's attention in writing by the question cut-off date and time. If necessary, answers to questions shall be provided to all specification holders in the form of an addendum. Addendum will include a list of each question received and Rock County's response.

ADDENDA

All changes in or interpretations of the Bidding Documents prior to bid opening shall be made by written addenda issued by Rock County to each recipient of the Bidding Documents on record. All addenda shall be issued no later than 72 hours prior to bid opening. All addenda or notice of addenda shall be posted on Rock County's website, www.co.rock.wi.us.

PROJECTED TIMETABLE

Issue Invitation to Bid	05/10/20
Bids Due	05/26/20 – 11:30 a.m.
Evaluation of Bids	05/26/20
Governing Committee Approval	05/26/20
Contract Execution	05/27/20

Vendors not involved in the final selection process will be notified in writing. The above schedule is for informational purposes only and is in no way binding upon Rock County.

Instructions for Bids

BID SUBMITTAL

Appendix A – Bid Documents is to be reviewed and filled out in its entirety by the vendor, then submitted along with the remaining documents of the bid packet.

BID SECURITY – REQUIRED

Make Bid Security payable to Rock County, Wisconsin, in the amount of ten (10) percent of the total minimum base bid. Security shall either be certified check or bid bond issued by surety licensed to conduct business in the State of Wisconsin. The successful Bidder's security will be retained until he/she has signed a Contract and furnished the required payment and performance bonds. Rock County will retain the security of all Bidders until the successful bidder enters into Contract or until 45 days after bid opening, whichever is shorter. If any Bidder refuses to enter into a Contract, Rock County will retain Bid Security as liquidated damages, but not as a penalty. **Submit Bid Security with Bid.**

PERFORMANCE BOND AND LABOR AND MATERIALS PAYMENT BOND -REQUIRED

The successful Vendor shall furnish a Performance Bond and Labor and Materials Payment Bond each in the amount of 100% of the Contract Sum. All such bonds shall be issued by a surety company licensed to do business in the State of Wisconsin. Vendor shall pay all premiums. Deliver said bonds to Rock County no later than the date of execution of the contract. Failure or neglecting to deliver said bonds as specified, shall be considered as having abandoned the Contract, and the Bid Security will be retained as liquidated damages.

VENDOR SUPPLIED DOCUMENTATION AND MATERIALS

All vendor-supplied materials, including the vendor's bid, become the property of Rock County. We will work with vendors to meet their confidentiality requirements, provided that they are within reason. All vendor confidential material must have each page clearly marked as confidential. Rock County's determination to treat matters as public or confidential under the Wisconsin Open Records Law shall be final.

BID AND PRESENTATION COSTS

Rock County shall not be liable in any way for any costs incurred by the offerors in the presentation of their bid in response to this Invitation to Bid nor for the presentation of their bid and/or participation in any discussions or negotiations.

COMPLIANCE WITH INVITATION TO BID

Proposals submitted must be in strict compliance with the Invitation to Bid. Failure to comply with all provisions on the Invitation to Bid may result in disqualification. Failure to visit the site or failure to examine any and all Contract Documents shall in no way relieve the successful Bidder from necessity of furnishing any materials or equipment, or performing any work, that may be required to complete the work in accordance with the drawings and specifications. Neglect of the above requirements shall not be accepted as reason for the delay in the work or additional compensation.

PROOF OF COMPETENCY OF BIDDER

Any Bidder may be required to furnish evidence satisfactory to Rock County that the Bidder and proposed sub vendors have sufficient means, expertise, financial ability, and experience in the types of work bid to assure completion of the Contract in a satisfactory manner.

NON-DISCRIMINATION

In connection with the performance of work under this contract, the vendor 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)(a), sexual orientation, national origin, or military service as defined in §111.355(1), Wis. Stats. 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. The vendor further agrees to take affirmative action to ensure equal employment opportunities. The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause (Wisconsin Statutes S.16.765 (2)).

INDEMNIFICATION

The vendor to perform services for Rock County shall indemnify, hold harmless, and defend Rock County, its officers, agents, and employees from any and all liability including claims, demands, losses, costs, damages and expenses of any kind and description or damage to person or property arising out of or in connection with or occurring during the course of any agreement between the vendor and Rock County where such liability is founded upon or grows out of the acts, omissions, negligence or misconduct of any agents or employees of the vendor.

INSURANCE REQUIREMENTS

The Vendor further agrees that in order to protect itself and County it will at all times during the term of this agreement keep in force and effect worker's compensation, comprehensive general, and auto liability insurance policies by a company or companies authorized to do business in Wisconsin with limits of:

Personal and bodily injury	Per person	\$1,000,000
	Per accident	\$2,000,000
Property damage:	Each Occurrence	\$500,000
	Aggregate	\$500,000

Coverage shall apply as primary with County named as an added insured. Vendor shall furnish satisfactory proof of insurance to County prior to the date of Contract Execution, or commencing work for the County.

IMPLIED REQUIREMENTS

Products and services that are not specifically addressed in this Invitation to Bid, but which are necessary to provide functional capabilities proposed by the offeror, must be included in the bid.

REQUEST FOR CLARIFICATION

All requests by Rock County for clarification of bids will be in writing. Such requests shall not alter the offeror's pricing information contained in its bid.

DEBARMENT

The Vendor certifies through signing their Bid that neither the Vendor nor any of its principals are debarred, suspended, proposed for debarment or declared ineligible by any federal/state department or agency. In addition, the Vendor shall notify Rock County within five business days in writing by registered mail if the Vendor or its principals receive a designation from the federal/state government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency.

MODIFICATION AND WITHDRAWAL

Bids may not be modified after submittal. Bidders may withdraw Bids at any time before the Bid opening, but may not resubmit them. No Bid may be withdrawn or modified after the Bid opening except where the award of Contracts has been delayed for more than 60 days from the day of the Bid opening.

DEVIATION AND EXCEPTIONS

Deviations and exceptions from terms, conditions, or specifications shall be described fully under the bidder's letterhead, signed, and attached to the Bid. In the absence of such statements, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidder shall be held liable.

SUBSTITUTIONS

When substitutions are bid, they must be identified by manufacturer, stock number, and other descriptive information to establish equivalencies. Substitutions must be requested prior to the question cut-off date and time. Approved substitutions shall be included in an Addendum. Rock County shall be the sole judge of equivalency.

DISQUALIFICATION

Rock County reserves the right to disqualify Bids, before and after opening upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Bidder.

QUANTITIES

Quantities shown within the Invitation to Bid are based upon estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs or availability of funds.

AWARD OF CONTRACT

Award shall not be made to any Bidder in default of a Contract with Rock County, or to any Bidder having as its agent or employee, any individual previously in default or guilty of misrepresentation.

Written notice of award to successful Bidder shall be in the form of a letter mailed or delivered to the address shown on the Bid and shall be considered sufficient notice of acceptance of Bid and intent to award the Contract.

CANCELLATION

Rock County reserves the right to cancel a purchasing contract in whole or in part without penalty due to the non-appropriation of funds or for failure of the vendor to comply with terms, conditions, and specifications of the contract. Any dispute arising as to quality and quantity is subject to arbitration as provided in Chapter 788, Wisconsin Statutes.

APPLICABLE LAW

All contracts are governed under the laws of the State of Wisconsin and are made at Rock County, Wisconsin, and venue for any legal action to enforce the terms of the agreement shall be in Rock County Circuit Court.

ASSIGNMENT

No right or duty in whole or in part by the vendor under any purchasing contract may be assigned or delegated without the written consent of Rock County.

GUARANTEED DELIVERY

Failure of the vendor to adhere to the delivery schedule that is specified or to promptly replace rejected materials renders the vendor liable for all costs in excess of contract price if alternate procurement is necessary. Excess costs include administrative costs.

PATENTS

By accepting a contract or purchase order from Rock County, the vendor or vendor guarantees that the sale or use of the items or goods being provided shall not infringe any United States patent, and covenants that it will at its own expense defend every suit which may be brought against Rock County, (provided that such party is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such article or articles, and agrees that it shall pay all costs, damages and profits recoverable in such suit. The party selling to Rock County guarantees that the items or goods being provided were manufactured in accordance with applicable federal labor laws.

QUALITY LEVEL

Unless otherwise indicated in the Invitation to Bid, all materials shall be first quality. Items which are used, obsolete, or which have been discontinued are unacceptable without prior written approval by Rock County.

SAFETY REQUIREMENTS

Materials, equipment and supplies provided to the County must comply fully with all safety requirements that are set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA standards. When furnishing toxic or hazardous materials as defined in sub-part "Z" of the U. S. Occupational Safety and Health Standards, the vendor must furnish OSHA Form 20, "Material Safety and Data Sheet", for each item provided. Further, during the course of performing the service necessary to satisfy the requirements of any Invitation to Bid, the vendor is fully liable for public and private protection while work is in progress or at any site exposed as a potential hazard. Vendor must provide warning devices and/or signs, which must be prominently installed and displayed, and be fully in compliance with safety regulations.

TAXES

Rock County is exempt from the payment of all federal excise taxes, registration no. 41407 (For tax-free transactions under Chapter 32 of the Internal Revenue Code. The certificate of exemption is on file with the District Attorney, U. S. Treasury Department, Internal Revenue Service, Milwaukee, Wisconsin). Rock County is exempt from Wisconsin State and Local taxes on its purchases except Wisconsin excise tax as the Wisconsin Department of Revenue does not issue state exempt numbers to Counties per Wisconsin Statute 77.54 (9) (a). Vendors performing construction activities are required to pay state user tax on the cost of materials which they purchase. Rock County is required to pay an excise tax on Wisconsin beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel engine oil and aviation fuel.

SUBSTANCE ABUSE POLICY

Pursuant to Wis. Stat. 103.503(3), vendor, sub vendor or agent of a vendor or sub vendor that will be performing any work on this public works project verifies that it has in place, prior to the commencement of any work on this project, a written program for the prevention of substance abuse among its employees. Said verification includes confirmation that the written program contains all of the following:

1. A prohibition against any employee using, possessing, attempting to possess, distributing, delivering, or being under the influence of a drug, or use or be under the influence of alcohol, while performing work on this project.
2. A requirement that employees performing work on this project shall submit to random, reasonable suspicion, and post-accident drug and alcohol testing and to drug and alcohol testing before commencing work on this project, except that testing of an employee before commencing work on this project is not required if the employee has been participating in a random testing program during the ninety (90) days preceding the date on which the employee commences work on this project.
3. A procedure for notifying an employee who tests positive or who refuses to submit to drug or alcohol testing that he/she may not perform work on this project or have access to this project until he/she has submitted to the required drug or alcohol testing and does not test positive.

Rock County is not responsible for the cost of developing, implementing or enforcing this required substance abuse prevention program in any way; nor is it responsible for the cost of drug and alcohol testing any employee. Each employer shall be responsible for said costs.

SCOPE OF WORK AND SPECIFICATIONS

HOT MIX ASPHALT PAVEMENT MATERIALS

The work shall consist of furnishing **Hot Mix Asphalt Pavement Materials** for various highway projects within Rock County. This bid shall satisfy the bidding requirement for the expenditure of WisDOT Local Road Improvement Program (LRIP) funds allocated to various LRIP improvement projects in Rock County for calendar year 2020.

A. GENERAL INFORMATION

1. Examination of Contract Documents

Before submitting their bid, each bidder must (a) examine the contract documents thoroughly; (b) familiarize themselves with federal, state and local laws, ordinances, rules and regulations affecting performance of the work; and (c) carefully correlate their observations with the requirements of the contract documents.

2. Commencement and Completion of Work

The bidder shall be able to begin furnishing the materials under this contract no later than April 17, 2020. Materials shall be required to be available, as requested by Owner until November 16, 2020 with a minimum of 72 hours-notice from the Owner to the Vendor.

Materials shall be provided on an as-available basis between November 17, 2020 and December 31, 2020, or with less than 72 hours-notice.

Work shall proceed according to a schedule mutually agreeable to the Vendor and the Director of Public Works or his designated representative.

3. Payments to Vendor

Payments to the Vendor shall be made no later than the 20th of the month for the prior calendar month's work. Payments shall be made either in full or with liquidated damages assessed as specified in Section 460.2.8.2.1.7 of the WisDOT Standard Specifications, with the second sentence of paragraph (8) of Section 460.2.8.2.1.7 being modified to read as follows: Vendor payments shall be deducted for the costs for Owner to remove and replace unacceptable material.

4. Liquidated Damages

All materials shall be furnished in accordance with the specifications and failure to do so makes the bidder responsible for liquidated damages as provided in the Standard Specifications or the Special Provisions of this contract.

5. Insurance and Permits

Vendor shall furnish the County with Certification of Insurance, Liability Insurance, Zoning and DNR Permits and Pit Agreements.

B. SPECIAL PROVISIONS - HOT MIX ASPHALT PAVEMENT MATERIALS

1. General

The work shall consist of producing and supplying Hot Mix Asphalt Pavement Materials in the quantities required in the contract. All materials shall be in accordance with the following order: These attached Special Provisions and the Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, latest edition.

Each bidder must have established his qualifications for work of this type with the Department of Transportation, as outlined in Subsection 102.1 "Prequalifying Bidders" of the WisDOT Standard Specifications.

2. Product Source

The bidder shall **submit with the bid** a statement indicating the source of all bituminous material and/or virgin aggregate to be used and certifying that they meet these specifications. The source of supply of all materials shall be subject to the approval of the Director of Public Works. Such approval may be rescinded at any time should the source of supply fail to produce materials of satisfactory quality or quantity.

Approved documentation furnished to the Wisconsin Department of Transportation (WisDOT) about materials, sources, test data and mix design for a particular pit or plant shall be acceptable to Rock County to meet these requirements. Said WisDOT certification shall not apply if material produced herein is no longer using ingredients or methods approved by WisDOT in its approval.

3. Materials

Materials shall comply with these Special Provisions and the applicable provisions of the Wisconsin Department of Transportation "Standard Specifications for Highway and Structure Construction", latest edition.

4. Contract Award

Rock County reserves the right to enter into a contract with one or more bidders for the supply of this material. One bidder may be selected for certain projects, another bidder(s) for others, based on which is more advantageous to Rock County as more completely calculated below.

The determination of the bid that is most advantageous to the Owner shall be computed on a project-by project basis. While a bidder may have the lowest bid price for furnishing the material specified, other factors shall be applied to determine the lowest price for all or selected projects.

In determining the lowest bid for a specific project, the CONTRACT UNIT PRICE PER TON + \$0.50/TON/MILE hauling cost, measured from the anticipated bidder's plant to the center of the project, using the most direct haul road, using Class A, State and County Routes, shall be applied.

For determination of bid most advantageous to the County, it shall be assumed that Owner shall meet the minimum production of 1,000 tons/day, and the discounted price per ton shall be used. The lowest price for furnishing materials for a specific project shall be computed by adding material and transportation costs together.

Owner also reserves the right to adjust the quantities of material ordered based on Vendor's ability to furnish their materials in an acceptable timeframe. Multiple Bidders may be selected, depending on the project specifics.

5. Samples and Testing

The Vendor bears the responsibility for providing a Hot Mix Asphalt Pavement Materials mixture that meets the job mix formula and these specifications:

On days where the County notifies the Vendor that it intends to use at/or above the 1,000 tons of production that day, the Vendor shall take split samples and test same in conformance with Section 460.2.8.2 of the Specifications for a Quality Management Program (QMP). Vendor shall make available to the Owner, the daily results of said testing as it relates to conformance with the Specifications under this Contract. Vendor shall also provide prepared samples for Owner.

On days where consumption of materials may not meet or exceed 1,000 tons per day but is greater than 200 tons, samples for testing shall be provided to the Owner by the Vendor. The sampling of the Hot Mix Asphalt Pavement Materials shall be witnessed by the Director of Public Works or his designated representative. These samples shall be taken by a certified person at random, at the plant site or at the job site, in boxes provided by the Vendor. A sample shall be provided to the Rock County Director of Public Works or his designated representative. The purpose of the sample shall be the verification of the specifications of the materials provided. A sample shall consist of two boxes of material. Each sample box shall be marked with the following: Type of Mix; Time and Date of Sample; Load Ticket Number.

The Owner, at its cost, may have the split sample(s) tested for conformance with these specifications. Failure to meet the specifications may result in the rejection of the material or an adjustment in the payment for defective materials, as provided in Section 460.2.8.2.1.7 of the Specifications.

The job mix formulas shall meet the general requirements for the mix types shown in the Bid Specifications.

Cost to sample, test, track and report results of the Quality Management Program at the Vendor's facility, shall be included in the unit price bid per Ton of the Hot Mix Asphalt Pavement Material. Other testing or Quality Assurance testing done by the Owner, shall be paid for by the Owner. Vendor stockpiles, tanks and all production facilities shall be open to sampling, inspection and observation by the owner and/or representatives of the Wisconsin Department of Transportation when the County is accepting pavement materials.

6. Data/Records

Certified mix designs shall be provided to the Director of Public Works or his designated representative prior to April 1, 2020. Copies of all test data from production testing to date shall be provided to the Director of Public Works or his designated representative as requested intermittently during the contract, with any remaining test data being provided no later than December 15, 2020.

7. Safety

The Rock County Highway Department agrees to comply with the safety requirements at the production facilities of the Vendor, especially those required under Part 46, Non-Metallic Mine Safety. These safety requirements should be provided to the County prior to the start of work.



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**DPW #2020-01a
BID FORM
HOT MIX ASPHALT PAVEMENT MATERIALS
FOR
ROCK COUNTY DEPARTMENT OF PUBLIC WORKS
JANESVILLE, WISCONSIN**

**TO: County of Rock
Public Works Division
3715 Newville Road
Janesville WI 53545**

I (We) _____
(A Corporation) (A Partnership) (An Individual)

A Bona Fide Prime Bidder, have received the specifications prepared by Rock County for the above referenced project. I (We) have also received Addenda Nos. _____, and have included their provisions in this Bid.

I (We) have examined the Specification Documents noted above, and agree to enter into and execute a contract, if awarded, on the basis of this Bid. (See table on following page)

BID PROPOSALS							
Project Location	Delivery Period	Mix Type	Estimated Quantity (Tons)	Plant Location #1		Plant Location #2	
				Unit Price (\$/Ton)	*Discount Unit Price (\$/Ton)	Unit Price (\$/Ton)	*Discount Unit Price (\$/Ton)
Monogue Rd (Consolidated School - USH 51)	May 26 - Nov. 30	5 LT 58-28 S	1,260				
Monogue Rd (Newville Rd - W. High St)	May 26 - Nov. 30	5 LT 58-28 S	6,000				
Fenrick Rd (Polzin Rd - Britt Rd)	May 26 - Nov. 30	5 LT 58-28 S	1,040				

Company Name: _____

Plant Location #1: Name: _____

Address: _____

Plant Location #2: Name: _____

Address: _____

*Discount Unit Price is for large Quantities. (1,000 tons and larger)

Include with Bid:

- Bid Security: 10% of total minimum base bid.
- List any deviations or additional information to your bid on company letterhead.

**AFFIDAVIT OF ORGANIZATION AND AUTHORITY
STATE OF WISCONSIN
COUNTY OF ROCK**

_____ being first duly sworn on oath deposes and says that the bidder on the attached Bid is organized as indicated below and that all statements herein made are made on behalf of such bidder and that their deponent is authorized to make them.

(Fill out applicable paragraph)

CORPORATION

This bidder is a corporation organized and existing under the laws of the State of _____ and its president is _____, and its secretary is _____, and it does have a corporate seal. The president is authorized to sign contracts and bids for the company by action of its board of directors taken on _____, a certified copy of which is hereto attached. (Strike out last sentence if not applicable.)

PARTNERSHIP

The bidder is a partnership consisting of _____ and _____ partners doing business under the name of _____

SOLE TRADER

The bidder is an individual and if operating under a trade name, such trade name is as follows:

STATUTORY SWORN STATEMENT

_____ also deposes and says that they has (they have) examined and carefully prepared their bid from the plans and specifications and has checked the same in detail before submitting this bid; that the statements contained herein are true and correct.

Bid prepared by:

Signature

Print Name & Title

Company:

Address:

Phone Number:

Fax Number:

E-Mail Address:

BID BOND

KNOW ALL MEN BY THESE PRESENTS that _____ of the County of _____, Wisconsin, as principal and _____ of _____, State of Wisconsin, a corporation organized and existing under the laws of the State of Wisconsin and authorized to transact business in the State of Wisconsin (hereinafter called surety) are held and firmly bound unto the County of Rock, a municipal corporation of the State of Wisconsin in the penal sum of _____ dollars good and lawful money of the United States of America, to be paid to the County of Rock, its duly authorized attorneys, agents, or officers of it successors or assigns for which payment, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally by these presents.

Sealed with our seals and dated this _____ day of _____, 2020.

Whereas, the above bounded principal has this day filed a bid with the County of Rock for the performance of the following work, namely “Hot Mix Asphalt Materials”, which said bid is hereto attached and made a part of this bond,

NOW THEREFORE, the condition of the above obligation is such that if the above principal shall file and properly execute the proper contract and performance bond within the time limited by the county which contract and performance bond shall provide for the doing of such work upon the terms and conditions of the plans and specifications and upon the terms and conditions of the bids, then this obligation to be void, otherwise to be and remain in full force and effect.

Signed, sealed and delivered

In present of as to principal _____ (SEAL)

Principal

By: _____

IMPORTANT: A certified copy of Power of Attorney of the signing agent must be attached to this document. (Insert 10% Bid Bond or other bid security as next pages)

**APPENDIX B – TO BE COMPLETED BY SUCCESSFUL BIDDER(S)
CONTRACT
FOR
HOT MIX ASPHALT PAVEMENT MATERIALS**

This contract, made this ____ day of ____, 2020 by and between _____ Hereinafter called the "Vendor", and Rock County, a municipal corporation, located in Rock County, Wisconsin, hereinafter called "Owner".

WITNESS: That the Vendor and Owner for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK

The Vendor shall furnish everything required to perform the work and shall provide and furnish all the labor, materials, equipment, necessary tools, expendable equipment, insurance as specified, contributions to Social Security and utility and transportation services and supplies necessary to produce the materials of this contract, and in strict compliance with the proposal and the other documents which are a part of this contract. Vendor shall do everything required by the contract and by the documents forming a part thereof.

ARTICLE II - VENDOR'S ACKNOWLEDGEMENT

The Vendor Acknowledges:

(1) That he understands the plans (if applicable) and specifications; (2) That he has the equipment, technical ability, personnel and facilities to construct or perform the work in accordance with the plans (if applicable) and specifications; (3) That the plans (if applicable) and specifications are, in their opinion, appropriate and adequate for the complete construction or performance of the work in a sound and suitable manner.

ARTICLE III - CONTRACT PRICE

HOT MIX ASPHALT PAVEMENT MATERIALS: Materials produced shall meet the requirements of Sections 450, 455 and 460 of the State of Wisconsin Department of Transportation "Standard Specifications for Highway and Structure Construction", latest edition and the attached Special Provisions which amend the aforementioned specifications. Contract price shall include all costs for furnishing all materials, equipment, personnel, testing, storage and incidentals necessary to produce Hot Mix Asphalt Pavement Materials to be picked up at the bidder's facility by the Owner.

The Owner shall pay to the Vendor for the performance of this contract, the Contract price computed on firm prices, subject to any additions or deductions that are provided herein, in current funds, the approximate sum of _____. The actual sum to be paid shall be the aggregate total determined by the work actually performed by the Vendor, calculated upon the unit price set forth on the Bid Form.

Signing Instructions for this Contract

For a Corporation:

1. Both President and Secretary must sign.
2. Corporate seal must be affixed.
3. Two witnesses must sign.

For a Partnership:

1. Both or all partners must sign.
2. Two witnesses must sign.

For a Sole Trader

1. He / She must sign.
2. Two Witnesses must sign.

Name of Vendor: _____

By: _____
President – Owner – Partner

By: _____
Secretary – Partner

Witnessed By:

Dated: _____, 2020

AFFIX CORPORATE SEAL HERE

(Insert 100 % Payment/Performance Bond and Proof of Insurance as next pages)