

**BID SOLICITATION:
2026 ROAD PULVERIZATION PROJECTS**

Columbia County Highway and Transportation Department
P.O. Box 875
Wyocena, WI 53969-0875
(608) 429-2136

Don Nichols
donald.nichols@columbiacountywi.gov
Highway Commissioner
February 6, 2026

2026 Road Pulverization Project(s)

PROPOSAL DUE:

Location: Columbia County Highway and Transportation Department
338 Old Highway 16 West
Wyocena, WI 53969-0875
Date: Monday, March 2, 2026
Time: 10:00 a.m.

PROPOSAL OPENED:

Location: Columbia County Highway and Transportation Department
338 Old Highway 16 West
Wyocena, WI 53969-0875
Date: Monday, March 2, 2026
Time: 10:05 a.m.

Contact: **Don Nichols, Highway Commissioner**
Phone: (608) 429-2136
Facsimile: (608) 429-3750
E-mail: Donald.Nichols@columbiacountywi.gov

Columbia County Highway and Transportation Department hereby requests unit pricing for full-depth road pulverization for select county (and some town) road locations including; but not limited to, all costs necessary to complete the work specified to pulverize existing asphalt road surface(s) to full-depth (per the bid sheet), rough and finish grading, windrow, reconsolidate, furnish and add water, shape and fully compact the grade for construction of new road sub-base. Pricing is to consist of all expenses for satisfactory completion of the work including; but not be limited to, labor, material, equipment, fringe, overhead, direct, indirect, taxes, shipping, delivery, supervision, project management, transport, trucking, installation, incorporation, and all other necessities in order to complete the project in accordance with all specifications, references, and plans.

The specifications are intended to provide the general intent of performance criteria for the project. No proposal may be withdrawn for sixty (60) days from date of submission. Contract schedule will vary based on County's prioritization and the coordination of the low bidder's time availability; however, all project(s) are to be completed prior to the end of day on October 15, 2026.

Columbia County reserves the right to waive any informality, to reject any or all proposals, or to award project in a manner that is most advantageous and satisfactory at the determination of the County. CTH J and Hollnagel Rd projects are being partially funded by the Wisconsin Department of Transportation "Local Road Improvement Program" (LRIP) for County Highways (CHIP) and Town Roads (TRIP).

Bid envelopes are to be marked "**Road Pulverization Bid**" in lower left-hand corner accompanied by properly completed bid document, acknowledgement of any/all addendums, copy of current insurance certificate and bidder proof documentation (list of projects completed with contact names).

Bid specifications are available at Columbia County Highway and Transportation Department, 338 Old Highway 16 West, Wyocena, WI 53969 or electronically on Onvia Demandstar website. Vendors must register to access free procurement documents and related information. Vendors who do not have access to the Internet, may contact Onvia or Columbia County Highway and Transportation for assistance.

- **Onvia DemandStar –**
 - **Registration is FREE** in connection with the Wisconsin Association of Public Purchasers (WAPP): www.onvia.com/WAPP
- **Registration assistance is available:**
 - Toll free: 1-800-331-5337; agencysservices@onvia.com

It is the responsibility of the vendor to regularly monitor this Website. Properly registered Vendors can expect to receive automatic notification of solicitations for quotes, proposals, and bids by participating

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public purchasing entities. Vendor failure to retrieve available, required procurement information and include the appropriate documentation and information in solicitation responses may result in disqualification.

All bids are to be made on the forms provided within the solicitation specifications. Published by authority of Columbia County Highway & Transportation; Steve Balsiger, Committee Chair and Don Nichols, Highway Commissioner.

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Article 1 BID RECIPIENT (OWNER)

- 1.01 Bid is submitted to:
Columbia County Highway and Transportation
P.O. Box 875
338 Old Highway 16 West
Wyocena, WI 53969
- 1.02 The undersigned BIDDER proposes and agrees, if this bid is accepted, to enter into an Agreement with OWNER, in the form included in the Bidding Documents, to perform all 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.
- 1.03 Highway Department Staff will function as OWNER representative for this project.

Article 2 BIDDER'S REPRESENTATIONS

In submitting this Bid, BIDDER represents;

- 2.01 BIDDER has examined and carefully studied the Bidding Documents, other related data identified in Bidding Documents, and the following addenda; receipt of all which is hereby acknowledged;
- 2.02 BIDDER has visited all identified sites 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
- 2.03 BIDDER acknowledges bid is for road pulverization, rough and finish grading, and compaction of full-depth asphalt road surface replacement identified within the Bid Documents for various county (and some town) roads as identified within the bid.
- 2.04 **BIDDER ACKNOWLEDGES BID IS A UNIT PRICE CONTRACT** for completion of all work. **BIDDER SHALL BE RESPONSIBLE TO VERIFY THE PROJECT QUANTITY.**
- 2.05 BIDDER shall perform all work in a safe manner in full legal accordance with OSHA, WDNR, State, County, and local rules and regulations.
- 2.06 BIDDER accepts all of the terms and conditions of the Bid. This Bid will remain subject to acceptance for 60 days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
- 2.07 BIDDER is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- 2.08 BIDDER acknowledges that OWNER has provided ample opportunity and access to the site in order for BIDDER to investigate, complete due diligence and be comfortable with the aspects and conditions of work to be completed. Furthermore, BIDDER agrees that failure of BIDDER to perform proper inspection of the site and conditions shall not be grounds for seeking additional cost recovery from OWNER for oversights or cost overruns on the project.
- 2.09 After BID has been submitted, BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or nature of WORK to be completed. BIDDER is responsible for inspecting the site and for being thoroughly familiar with the Contract Documents. Failure or omission of BIDDER to conduct due diligence shall in no way relieve BIDDER from obligation in respect to BID.
- 2.10 Based on the information and observations referred to, BIDDER does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the timeframes required, and in accordance with the other terms and conditions of this Bid.
- 2.11 BIDDER is aware of the general nature of work and recreation activities to be performed by OWNER, the public, and others at the Site that relates to the Work as indicated in this Bid. BIDDER also represents that Work performed in accordance with this bid shall not interfere with OWNER or public's performance of work or recreation activities.
- 2.12 BIDDER has provided OWNER written notice of all conflicts, errors, or discrepancies that BIDDER has discovered and resolution provided by OWNER is acceptable to BIDDER.
- 2.13 BIDDER has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for this contract. Bid is genuine and not made in the interest or on behalf of any undisclosed entity and is not submitted in conformity with any collusive agreement. BIDDER has not induced or

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solicited any other BIDDER to submit a false or sham bid. BIDDER has not solicited or induced any entity to refrain from bidding.

Article 3 BASIS OF THE BID

- 3.01 The executed contract will bind OWNER to make payment to the successful BIDDER as UNIT PRICE payment based upon completion of the work. Payment shall be made by progress payment method based on actual quantity of work performed; determined by measurement in the field for work completed is completed in timely, professional, safe, efficient, consistent manner, acceptable to OWNER.
- 3.02 BID shall be inclusive of all labor, equipment, materials, overhead, supervision, fuel, taxes, insurance, benefits, profit and all other costs BIDDER deems necessary to fulfill requirements of the Work.
- 3.03 Work of this Bid shall be Finally Complete and ready for Owner's acceptance on an interim basis and in no case after October 15, 2026; provided Agreement is made in writing between BIDDER and OWNER within a reasonable amount of time.
- 3.04 BIDDER's obligation will be coordinated with OWNER and shall be performed independent and without assistance from the OWNER.
- 3.05 OWNER reserves the right to nullify the Agreement between OWNER and BIDDER in the event BIDDER is unable to fulfill their obligation; at OWNER's sole determination. Cancellation, if enacted, shall terminate immediately upon BIDDER receipt of written notice from OWNER.
- 3.06 BIDDER shall warrant all work performed by Bidder in relation to this contract for a period of one (1) year from Final Completion certification of project; unless otherwise specified within the bid.
- 3.07 OWNER has right to award single or multiple contract(s) at OWNER discretion.

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All full-depth pulverizing, grading, reconsolidation, watering, and compaction work shall be completed in accordance with the Wisconsin Department of Transportation Standards and Specifications for Road and Bridge Construction (2026) [“the Blue Book”]. Bidder shall complete the Work in accordance with the Contract Documents for the following price(s):

Columbia County

BID #1: CTH U (Old U Rd to Baraboo River Bridge)

	Quantity	Unit	Unit Price	Total
All Work	72,115	Sq Yard	_____	_____

BID #2: CTH SS (STH 33 to CTH P)

	Quantity	Unit	Unit Price	Total
All Work	34,496	Sq Yard	_____	_____

Town of Caledonia

BID #3: Rowley Rd (CTH W to Fox Glen Rd)

	Quantity	Unit	Unit Price	Total
All Work	3,733	Sq Yard	_____	_____

Town of Columbus

BID #4: Wendt Rd (Arnold Rd to Sanderson Rd)

	Quantity	Unit	Unit Price	Total
All Work	7,017	Sq Yard	_____	_____

Town of Courtland

Bid # 5: Hollnagel Rd

	Quantity	Unit	Unit Price	Total
	9,400	Sq Yard	_____	_____

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Article 4 BID SUBMITTAL

BID is submitted by (BIDDER): _____

Name (typed or printed): _____

By (signature): _____

Address: _____

Phone number: _____

Facsimile: _____

E-mail: _____

Date of qualification to do business in Wisconsin: _____

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Article 5 PROJECT IDENTIFICATION

Work of the Contract shall be conducted in accordance with the Project Drawings and the following conditions:

- 5.01 The purpose of this project is to replace the existing worn asphalt road surface and improve road base sufficiency. Base sufficiency is being improved by adding up to 6" of 1 1/4" gravel to the existing road surface; then, utilizing full-depth pulverization, fully obliterate the existing road asphalt mat (surface and binder), recycle the old surface by incorporating fully with the gravel layer, re-grading road surface to previous cross-slope, adding water, and re-compact the materials with a minimum 12 ton pad-foot roller. County will be responsible for providing the gravel lift prior to pulverization, placement of new surface mat, installation of gravel shoulder along new surface mat, all grading outside the road shoulder, and offsetting the original road centerline.
- 5.02 **COUNTY REPRESENTATIVE SHALL BE NOTIFIED AND SHALL BE PRESENT FOR "PROOF ROLL" OF THE ENTIRE PROJECT, PRIOR TO CONTRACTOR DEMOBILIZING FROM PROJECT. "PROOF ROLL" SHALL BE COMPLETED TO SATISFACTION OF COUNTY REPRESENTATIVE, CONDUCTED UTILIZING A FULLY LOADED QUAD-AXLE DUMP TRUCK, AND IN ACCORDANCE WITH INDUSTRY STANDARD(S).**
- 5.03 Prevailing Wage rates do not apply to the work being completed.
- 5.04 Contractor shall be solely, wholly, and completely responsible for the safety of all employee(s) working in connection with this project (excepting OWNER employees). Work shall conform to all safety related Statutes, rules, ordinances, and guidance whether at the state, county, or local level.
- 5.05 A unit price bid is sought (for each project) for full-depth pulverization and is to include, but not be limited to, all labor, materials, equipment, fuel, overhead, sundry, depreciation, fringe benefits, supervision, taxes, insurance, mobilization, maintenance, and all other costs whether direct or indirect, fixed or variable for the successful completion of the work.

ANTICIPATED ASPHALT THICKNESS AND PULVERIZATION DEPTH:

Roadway	From	To	Ex Asph Th	Add Gravel	Depth
CTH U	Old U	B.R.B.	6"	4" to 6"	11"
CTH SS	STH 33	CTH P	5"	4" to 6"	11"
Rowley Rd	CTH W	Fox Glen	4"	4"	8"
Went Rd	Arnold	Sanderson	4"	4"	8"
Hollnagel	CTH A	West 3500'	4"	6"	10"

- 5.06 ALL work shall be completed in accordance with the specifications and requirements of Wisconsin Department of Transportation Standards and Specifications for Road and Bridge Construction (2026) ("the Blue Book"), excepting; any conflict with this document shall be superseded by the standards of this document, including payment terms and conditions.
- 5.07 County shall be responsible for all centerline offset staking.
- 5.08 Bidder shall be responsible for re-setting and utilizing basecourse elevation hubs ("red tops") for setting final basecourse grades.
- 5.09 County shall be responsible for all traffic control devices.

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- 5.10 Columbia County reserves the right to waive any informality, to reject any or all proposals, or to award project in a manner that is most advantageous and satisfactory at the determination of the County. Road Pulverization projects are funded in part by the Wisconsin Department of Transportation “Local Road Improvement Program” (LRIP) for County Highway Projects (CHIP) and Town Road Projects (TRIP) and others by the Respected Local Authority.

Article 6 **USE OF PREMISES**

Confine operations to the surface of the roadway of the proposed work or within the road right-of-way provided, shown on the drawings, or evident in the field.

- 6.01 Responsibility for the protection and safekeeping of manpower, equipment, materials on or near the site will be entirely that of the Contractor and no claim shall be made against the OWNER by reason of any act of an employer or trespasser.
- 6.02 Further, should any occasion arise necessitating access by the OWNER to the site, Contractor shall accommodate the request expeditiously without malice.
- 6.03 No materials or equipment shall be placed on property of OWNER until the OWNER has agreed to the location contemplated to be used. The intent of this project is the rapid construction and installation of all work; therefore, excessive storage of materials at the site shall not occur.
- 6.03.1 Contractor shall be able to utilize a limited amount of area within the right-of-way for temporary storage and staging of materials and equipment.
- 6.03.2 Upon completion of the project, all excess material shall be removed from the site and properly disposed of at the cost of the contractor.
- 6.03.3 Contractor shall be aware this is an active road which will remain open to traffic during the construction period.
- 6.04 Contractor shall be solely responsible for obtaining any additional work area, storage sites, or additional access to the site at Contractor’s exclusive cost; County shall verify the right-of-way boundary.
- 6.05 Contractor shall be solely responsible to maintain the structural integrity of any/all adjacent utilities, structures, or public spaces and take whatever means are necessary to protect same.
- 6.05.1 Wiring or fixtures removed or destroyed shall be repaired and replaced to satisfaction of their owner; except items noted as contrary to this requirement with the Project Drawings.
- 6.05.2 All existing, or to remain, features shall be restored to their original size, line and grade; except as modified within the Project Drawings.

Article 7 **SCHEDULING**

Become familiar with all items of the project requiring coordination and plan the work to ensure safe, orderly progress and completion from the beginning of activity through the project close-out period, within the contract time.

- 7.01 Schedule the work to minimize inconvenience and impact to the OWNER and adjacent property owners and to minimize interruptions to utility services.
- 7.02 Coordinate closely with utilities, providing at least 3 working day notice to the utility service companies prior to the time when field work will be required.
- 7.03 Minimize obstructions and impact to local traffic activity.

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Article 8 HOUSEKEEPING

Clean and protect site work in progress and adjoining work on a continual basis in order to keep project neat, orderly, and in a safe condition at all times.

- 8.01 Provide containers for collection of rubbish and dispose of it at frequent intervals during work progress. Do not allow rubbish to accumulate.
- 8.02 Take all necessary reasonable measures to reduce air and water pollution from any material or equipment used during construction. Wet down dry materials and debris to prevent blowing dust.
- 8.03 Shall not dispose of volatile wastes or oils in storm or sanitary drains, nor allow such materials to reach natural waters. Do not allow volatile wastes to be washed into surface water bodies. Keep volatile waste in covered containers.
- 8.04 No burning of debris will be permitted.

Article 9 INDUSTRY STANDARDS

Persons performing work at site shall be skilled and knowledgeable in methods and craftsmanship needed to produce the required quality level for workmanship in completed work in a safe, efficient, effective manner.

- 9.01 Remove and replace workers responsible for non-complying work and/or workmanship.
- 9.02 Remove and replace work which does not comply with workmanship standards as specified and as recognized in the industry for applications indicated.
- 9.03 Remove and replace other work damaged or deteriorated by faulty workmanship.
- 9.04 Conduct work during conditions of temperature, humidity, exposure, forecasted weather, and status of project completion which will ensure best possible results for each unit of work.
- 9.05 Provide adequate supervision, labor, equipment, materials, and expertise in order to complete work timely, safe, effective, and efficiently for the duration of the project.
- 9.06 Normal work hours shall be from 7 a.m. until 4 p.m., Monday through Friday; not including holidays. Any work performed outside of these normal hours, except work identified as an emergency, requires approval of OWNER prior to partaking.
- 9.07 **Complete All work in accordance with Wisconsin Department of Transportation 2026 edition of “Standards and Specifications for the Construction of Roads and Bridges” (the Blue Book).**

Article 10 INSTALLATION METHODS

- 10.01 Store all materials in such a manner to minimize damage, condensation, moisture build-up and sloped to allow moisture run-off until such time that materials are incorporated into the work.
- 10.02 Do not store any materials on site for more than 7 days. Incorporate new materials into work as soon as possible in order to minimize damage to material coatings and finishes.
- 10.03 Remove and replace all materials which become damaged due to handling, delivery, or other causes that materially endanger the life of the product as determined by inspection.
- 10.04 Contractor shall re-grade new road subbase to meet a standard “normal crown” (minimum 1.5% and maximum 2.5% cross-slope both directions from centerline) for all straight line sections.

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- 10.04.1 Super-elevation locations, as noted in the documents or in the field, shall be maintained in a super-elevation condition at all noted corners or other locations of the project.
- 10.04.2 All run-outs for “normal crown” to super-elevation transition shall be graded to meet cross-slope as identified in the documents or in the field.
- 10.04.3 Water shall not be trapped at any location along the new roadway. Identify any areas of concern to the Construction Manager prior to completion of fine-grading activities.
- 10.05 Maintain the integrity of any and all off-set staking that has been placed in the field by the County or its Engineer.
- 10.06 Set “red-top” hubs along the project at the proper spacing to assure alignment matches pre-construction condition and off-set stakes.
- 10.07 Maintain “red-top” staking through the completion of work in order that County may verify centerline location matches pre-construction condition and that new profile approximates desired grade change(s) based on subbase added by County.

Article 11 **PAYMENT OF WORK**

- 11.01 For a Unit Price contract, all work shall be incorporated into the bid price based on the estimated quantity.
 - 11.01.1 OWNER represents the accuracy of the project to within 25% of the estimated quantity. That is to say, no unit price exception or exclusion may be implemented in relation to this project for unit quantities that are either; more than 75% of the bid quantity, or less than 125% of the bid quantity. For amounts, exceeding this boundary, either party may seek relief from the other in relation to the unit price proposed.
- 11.02 Contractor will be paid based on the unit price proposed within the bid sheet. OWNER will measure the actual amount of work completed per the unit price bid item (in this case square yards of road surface pulverized). Payment will be determined from the actual field measured quantity multiplied by the unit price bid for the total amount to be paid on the project(s). All other work is considered incidental to the unit price.

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COLUMBIA
COUNTY

STANDARD TERMS AND CONDITIONS

(Request For Bids/Proposals/Contracts)
Columbia County Purchasing Division

1.0 **APPLICABILITY:** These standard terms and conditions apply to Requests for Written Quotes (RFWQ), Proposals (RFP), contracts and all other applicable transactions whereby the County acquires goods or services, or both. Special provisions for a contract may also apply.

2.0 **SPECIFICATIONS:** The listed 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, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

5.0 **QUANTITIES:** The listed quantities shown herein are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

6.0 **DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

7.0 **PRICING:** Unit prices shown on the bid shall be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid evaluation, permits, inspections, and all other contract administration activities.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any County official or employee except as specially set forth in writing attached to and made part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract. See Columbia County Code of Ordinances Title 3, Chapter 1, Code of Ethics.

8.0 **ACCEPTANCE-REJECTION:** The County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 90 days after the date of submission to the County. The County reserves the right to perform background and reference checks on vendors providing goods and/or services to the County.

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8.1 Bids **MUST** be dated and time stamped by the County on or before the date and time that the bid is due. Bids deposited or time stamped after the deadline will be rejected. Actual receipt by the County is necessary. Timely deposit in the mail is not sufficient. All bids must be clearly labeled with bidder name, return address, and bid title. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

9.0 METHOD OF AWARD: Award shall be made to the lowest responsible responsive vendor conforming to the specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis.

10.0 ORDERING/ACCEPTANCE: Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract signed by both parties shall be used.

10.1 SUBCONTRACTING: Awarded vendor(s) will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title, or interest in the contract to any person, vendor(s) or other organization without the prior written consent of the County. No subcontract shall, under any circumstances, relieve the contractor of liability and obligation under this contract. The awarded contractor shall be fully responsible for the acts, errors, and omission of subcontractor(s).

11.0 PAYMENT TERMS AND INVOICING: Unless otherwise agreed, the County will pay properly submitted vendor invoices within forty five (45) days of receipt of goods and services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance the contract.

11.1 NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product constitute or be construed as a waiver by the County of any breach of the covenants of a contract, or a waiver of any default of the successful vendor. The making of any such payment or acceptance of any such service or

product by the County while any such default or breach shall exist shall in no way impair or prejudice the right of the County with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 TAXES: The County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The Federal Government Internal Revenue Service has issued tax exempt number 39-6005681 to the County.

12.1 The County is required to pay the Wisconsin excise or occupation tax on its purchase of motor vehicle fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in the Columbia County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of a contract and which in any manner affect the work or its conduct. The County also has the right to cancel a contract with any federally or state debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

15.0 ASSIGNMENT: No right or duty in whole or in part of the vendor under a contract may be assigned or delegated without the prior written consent of the County.

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16.0 NONDISCRIMINATION/AFFIRMATIVE

ACTION: The vendor agrees, in accordance with Sec. 111.321, Wis. Stats. not to discriminate against any person, whether an applicant or recipient of services, an employee, or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation. Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

17.0 PATENT, COPYRIGHT AND TRADEMARK

INFRINGEMENT: The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Safety and Professional Services and all applicable OSHA Standards. The vendor shall also comply with the County's worksite rules. Vendor shall comply, train, and accept exclusive responsibility for its employees while on County property.

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from an award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, the vendor must provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased by the County shall be warranted against defects by the vendor for one (1) year from the date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor.

20.0 INDEMNIFICATION & INSURANCE: The vendor shall bear the full and complete responsibility for all risk of damage of premises, equipment, procedure or money resulting from any cause whatsoever and shall not penalize the County for any losses incurred.

Vendor shall indemnify the County against any loss, damage, injury or death caused by vendor's negligent acts or omissions or the negligent acts or omissions of vendor's agents or employees, or losses, damages, injuries or death caused by vendor's negligence and arising out of the consumption or use of the projects sold; provided, however, that nothing contained herein shall require vendor to defend or indemnify the County for losses, damages, injuries or death arising out of the negligence of the County, its agents or employees. In order to secure vendor's obligation to hold harmless and indemnify the County, vendor shall procure and maintain the following insurance:

1. Worker's Compensation Insurance as prescribed by the laws of the State of Wisconsin;
2. Comprehensive Automobile Bodily Injury Liability and Property Damage Liability Insurance, with limits of \$500,000 for bodily injury or death of any one person, \$1,000,000 for bodily injury or death of two or more persons in any one accident, and \$100,000 for property damage in any one accident;
3. Comprehensive General Bodily Injury Liability and Property Damage Liability

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Insurance, with limits of \$500,000 for bodily injury or death of any one person, \$1,000,000 for bodily injury or death of two or more persons in any one accident, and \$100,000 for property damage in any one accident;

4. Commercial General Liability of \$2,000,000 for general aggregate including product and \$1,000,000 for each occurrence;

The vendor shall add the County, its officers, agents and employees and additional insurers under the Commercial, General and Automobile liability policies.

20.1 CERTIFICATE OF INSURANCE: Upon notification of award and prior to issuance of contract, the vendor shall provide the County a Certificate of Insurance with the required coverage and limits of insurance.

21.0 CANCELLATION: The County reserves the right to terminate any contract in whole or part without penalty due to non-appropriation of funds or failure of vendor/ contractor to comply with terms, conditions, performance, and specifications of a contract.

22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, notice of bid opening, review, and approval of procurement activities. Bid openings are public unless otherwise specified.

22.1 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will become the property of the County. The County will work with vendors to meet their confidentiality requirements, provided they are within reason. All vendors' proprietary/confidential materials must have each document or item clearly marked as such. All proprietary information will be handled in accordance with the Wisconsin public records law. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

22.2 Any material submitted by a vendor that the vendor considers confidential and proprietary information and which the vendor believes qualifies as a trade secret, as provided in Section 19.36(5) Wis. Stats., must be identified by the vendor. Pricing will not be held confidential after the award of a contract.

22.3 Data contained in a bid, all documentation provided therein, and innovations developed as a result of contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

23.0 PROMOTIONAL ADVERTISING: Reference to or use of the County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited without prior specific authorization.

24.0 ANTITRUST ASSIGNMENT: The vendor and the County recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the purchaser. Therefore, the successful vendor hereby assigns to the County any and all claims for overcharges as to goods, materials or services purchased in connection with a contract.

25.0 RECORDKEEPING AND RECORD RETENTION - PUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale, if applicable, and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all sub-contracts and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to a contract for a period of not less than five (5) years after final payment is made.

25.1 RECORDKEEPING AND RECORD RETENTION - COST REIMBURSEMENT CONTRACTS: Where payment to a vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures

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incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from a bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than five (5) years after final payment is made.

26.0 LICENSURE, CERTIFICATION, AND STATUTORY REQUIREMENTS: Vendor is responsible to comply with all statutory rules and regulations. All federal, state and local laws, rules and regulations governing the service described in the specification will apply and will be deemed incorporated into the contract. These requirements shall be at the vendors' expense.

26.1 Vendor shall be responsible for ensuring compliance with all Wisconsin and Federal grant funding requirements. If any of the services performed under a contract are subcontracted, the selected vendor shall ensure compliance by all subcontractors. Vendor shall comply with all reporting requirements of any grant.

26.2 The County, the Federal Government, auditors for the State of Wisconsin, or their duly authorized representatives, will have full access to and the right to examine any site, pertinent books, documents, paper and records of any invoicing transaction for a period of not less than five (5) years after the expiration or termination of a contract.

27.0 CONFIDENTIALITY OF PERSONAL HEALTH INFORMATION: HIPAA/HITECH laws apply.

28.00 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of a contract in accordance with reasonable control and without fault or negligence on its part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the

failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

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