

DODGE COUNTY



REQUEST FOR BIDS

Asphalt Pavement Sealcoating
Dodge County Highway Department, Dodge County WI

RFB NUMBER: #30 2025-09

Issued Date: July 29, 2025

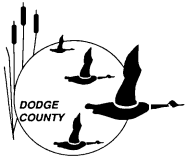
RFB Opening
Tuesday, August 12, 2025 at 9:00 am

Dodge County Highway Department
211 E Center St.
Juneau, WI 53039-1309

Submit Sealed RFB's To:

Dodge County Highway Department
211 E Center St.
Juneau, WI 53039-1309
(920) 386-3650

Office Hours: 8:00 am – 4:30 pm Monday through Friday



DODGE COUNTY CORPORATION COUNSEL

Purchasing Division

127 East Oak Street, Juneau, WI 53039

(920)386-4224

Email: tsteinbach@co.dodge.wi.us

ADVERTISEMENT FOR BIDS
ASPHALT PAVEMENT SEALCOATING
DODGE COUNTY, WISCONSIN

OWNER: The Dodge County Highway Department hereby gives notice that sealed bids are being requested for furnishing all labor, materials, tools, and equipment necessary for the delivery and application of asphalt sealcoat products.

SCOPE OF WORK: The work for which bids are requested includes, but not necessarily limited to, furnishing all labor, materials, tools, and equipment necessary for the delivery and application of asphalt sealcoat products on county highways. The bid will include sealcoating approximately 280,000 SY of asphalt pavement. All work will be issued under a single prime contract for general construction.

TIME: Sealed bids shall be submitted to the Dodge County Highway Department located at 211 East Center Street, Juneau, WI 53039 no later than **9:00 a.m. on Tuesday, August 12, 2025**. After the official bid closing time, the bids will be publicly opened and read aloud.

BIDS: All bids must be on current forms prepared by the Dodge County Highway Department and must be signed, sealed, and marked "Bid on Dodge County Sealcoating." The entire packet should be return to the Dodge County Highway Department, 211 East Center Street, Juneau, WI 53039-1309 **by 9:00 a.m. on Tuesday, August 12, 2025**. Bids delivered by electronic mail or facsimile transmission will be rejected outright and not considered.

BID, PERFORMANCE AND PAYMENT BONDS: Each bid must be accompanied by a certified check or bank cashier's check as bid security, in the sum of five percent (5%) of the bid, payable to Dodge County as a guarantee that if the bid is accepted, a Contract will be entered into and its performance properly secured within ten (10) days of the award of Contract. In case the successful bidder shall fail to execute the Contract, the amount of the bid security shall be forfeited to Dodge County as liquidated damages.

The successful Bidder shall be required to furnish a Performance and Payment Bond equal to one hundred percent (100%) of the Contract Price and submitted to the Highway Department prior to the commencement of the work.

Bids received which are not on forms prepared by the Highway Department and/or are not signed and submitted in their entirety will be rejected.

BID REJECTION: The bids must meet the project specifications. Dodge County reserves the right to waive any informalities or technicalities and to reject any and all bids or parts thereof deemed unsatisfactory or not in the County's interest in the County's sole determination.

By order of the Dodge County Highway Department.

Publish: July 29, 2025

August 5, 2025

I. General Procedures

A. Request for Bid

The Dodge County Highway Department, “Owner” or “County”, hereby gives notice that sealed bids will be received at the Dodge County Highway Department for furnishing all labor, materials, tools, and equipment necessary for the delivery and application of asphalt sealcoat products.

B. Project Scope

The work for which bids are requested includes, but not necessarily limited to, all labor, materials, supplies, tools and equipment for the delivery and application of asphalt sealcoat products (Penetrating Emulsion Rejuvenator) at the locations listed in the specifications also referred to as “the Project”. The bid will include sealcoating approximately 280,000 SY of asphalt pavement. All work will be issued under a single prime contract for general construction.

C. Project Timeline

Task	Date
RFB Issued	July 29, 2025
Deadline for questions: Questions must be emailed to: tsteinbach@co.dodge.wi.us	August 5, 2025, at 9:00 am CT
Final Addendum Issued	August 6, 2025, at 4:00 pm CT
BID Submission Deadline & Public Opening	August 12, 2025, at 9:00 am CT
Approval by Highway Committee	TBD
Project Completion	October 31, 2025

D. Submission of Bids

All bids must be on current forms prepared by the Dodge County Highway Department and must be signed, sealed, and marked “**Bid on Dodge County Sealcoating.**” The bid packet should be returned to the Dodge County Highway Department, 211 East Center Street, Juneau, WI 53039-1309 and must be received prior to 9:00 am on Tuesday, August 12, 2025. Please provide the name and address of the Bidder on the package/envelope. No faxed or emailed bids will be accepted and there is not an option to submit bids online.

1. Bidders shall submit a single Base Bid for all construction
2. Bid amounts shall be inserted in words and in figures in spaces provided on the Bid Form; in case of conflict, written word amounts will govern.
3. Addenda issued during the time of bidding shall become a part of the Contract Documents. Bidders shall acknowledge receipt of each addendum on the provided Addendum Acknowledgement Form

4. Submit one copy of the Bid form sealed with original signature.

Documents Required: The entire Bid document shall constitute the bid of each bidder and must be included in the Bid submission.

E. Bid Opening

The bid opening will take place immediately after the time and date of receiving the bids has elapsed (Tuesday, August 12, 2025 at 9:00 am). All properly submitted bids will be publicly read by a representative of the Dodge County Highway Department in the conference room of the Dodge County Highway Office Building, 211 E. Center St., Juneau, WI

Dodge County reserves the right to request any additional information that it deems necessary during the evaluation process.

II. Special Provisions

A. Method of Bid: The Base Bid shall be for all work required to complete the Project, including permits, general conditions, overhead, profit, insurance, bonds, taxes, and all other expenses. The Dodge County Highway Department shall not be charged a restocking fee or a fee for unused product.

B. Taxes:

1. The Bidder may exclude in the bid, all sales, consumer, use and other similar taxes pursuant to State Statute 77.54 (9m).
2. (2) 77.54 (9m) The sales price from the sale of and the storage, use, or other consumption of tangible personal property, or items or property under s. 77.52 (1) (b) or (c) sold to a construction contractor who, in fulfillment of a real property construction activity, transfers the tangible personal property, or items or property under s. 77.52 (1) (b) or (c), to an entity described under sub. (9a) (b), (c), (d), (em), or (f), if such tangible personal property, or items or property, becomes a component of a facility in this state that is owned by the entity. In this subsection, "facility" means any building, shelter, parking lot, parking garage, athletic field, athletic park, storm sewer, water supply system, or sewerage and waste water treatment facility, but does not include a highway, street, or road.

C. Method of Order: A formal contract will be entered into. Successful Bidder will be notified of the acceptance of their bid or any part thereof.

D. Pay Request: The successful bidder shall submit a pay request itemizing every Section of the Project including, but not necessarily limited to, material, product, and fixture breakdown, labor breakdown, equipment rental, overhead and profit. The Dodge County Highway Department will review the breakdown for the pay request and respond accordingly with corrections and comments.

E. Acceptance of Finished Product: Field inspection by the Dodge County Highway Department includes the verification of coverage and mat appearance with no or minimal runoff, streaking, light spots, and de-bonding. Total coverage of the pavement surface should have a homogeneous appearance and should penetrate the pavement layer without impacting the surface texture.

F. Contract: The term of the contract shall be from date of contract signature to December 31, 2025.

- G. Project Locations: The project locations are as follows: CTH CC (STH 73 to CTH G, 5.0 Miles), CTH CI (CTH I to STH 26, 1.1 Miles), CTH N (STH 67 to CTH P, 2.8 Miles), CTH M (CTH MM to Doty Street, 1.1 Miles), CTH KK (IH 41 to CTH K, 1.8 Miles), CTH K (CTH Q to STH 16/60, 6.2 Miles), CTH H (CTH Z to CTH YY, 2.1 Miles).
- H. Weather Restrictions: Apply product when the pavement temperature in the shade is a minimum 50 °F and rising, unless directed by Owner. Do not apply product when the temperature is projected to be below 35 °F within 72 hours prior to or following application. Do not apply product during a rain event, when the roadway has surface moisture, or during any other adverse weather conditions.
- I. Roadway Surface Preparation: Prepare roadway surface prior to application of product by substantially removing loose material, mud spots, sand, dust, oil, vegetation, and other contamination. When water is used for surface preparation, allow roadway cracks and surface to dry thoroughly before application.
- J. Traffic Control: Traffic control during the project will be completed by the Dodge County Highway Department. Coordination with the Dodge County Highway Department is required to assure proper traffic control devices are in place during the Project.
- K. Delivery and Application: The product shall be delivered to each location in truck transports equipped with application devices in good working condition. Truck transports shall contain no deleterious or foreign matter which will damage the product or retard application of same. The distributor used to apply the product should be able to maintain the ideal temperature required by the product manufacturer for application of the product.
- L. Measurements for Payment: A correction shall be made for products that do not comply with the requirements for the pertinent materials as set forth in the Specifications section below. Payment for the quantity of acceptable product determined in the manner set forth above will be made at the bid price per gallon, which price shall include all items of cost for furnishing, delivery, and application of the product. The quantity truck transport shipments will be computed by dividing the net weight of product by the weight per gallon at 60 °F (specific weight).
- M. Inspection, Sampling, and Testing: The Dodge County Highway Department will have all products tested. All samples will be taken at the destination by Dodge County Highway personnel. The product will be accepted or rejected on the basis of the results of the test samples. For rejected product, Bidder/Contractor shall return to the application location with product that meets the specifications as sampled by the Owner. Owner will NOT be charged for rejected product, delivery, transportation fee or any other charges associated with rejected product.
- N. Current Safety Data Sheets: Shall be an attachment to the bid.

III. Specifications

Penetrating Emulsion Rejuvenator

Penetrating Emulsion Rejuvenator: 14,000 Gallons (Estimated)

The above quantity is an estimate of the requirements based on an application rate of 0.05 gallons/square-yard as it is impossible to determine the exact quantity required at this time. If awarded the Project, Bidder shall provide sufficient product necessary to perform the work specified.

The color of the product shall be clear when dry, allowing the existing pavement markings to be seen through the product without a reduction in reflectivity. Vehicles used to transport and apply the product shall be clean prior to use to avoid contamination and discoloration from residue of products used on other projects.

The product shall be an oil-in-water emulsion. The residue shall be bio-based rejuvenating oil. The product application shall be uniformly sprayed at a rate generally between 0.04 to 0.06 gallon per square yard, per supplier recommendation for a specific project section and as agreed upon and approved by Owner/Engineer.

Materials furnished must comply with the requirements as set forth for the pertinent materials in the most recent edition of the American Association of State Highway and Transportation Official (AASHTO) Standard Specifications for Transportation Materials and in the most recent edition of the Standard Specifications for Road and Bridge Construction of the State of Wisconsin, except as herein amended by the specifications attached to and made a part of this bid.

AASHTO Standards: T72, T59.

ASTM Standards: D4552-20.

IV. Insurance Requirements

Minimum Scope and Limits

- A. Architects, Engineers, Other professionals – Errors & Omissions (Professional Liability) coverage, with a minimum limit of \$1,000,000 per claim, \$2,000,000 annual aggregate. This insurance is to be maintained for at least two years after completion of the project. If the vendor/contractor changes insurance carriers and this policy is provided on a “claims made” basis, the vendor/contractor will secure the appropriate coverage extension to provide coverage to the project for a period of at least two years following the completion of the project.
- B. Commercial General Liability coverage with limits of no less than the following:
 - 1. General aggregate limit per project (Other than Products-Completed Operations) \$2,000,000
 - 2. Products-Completed Operations Aggregate per project \$1,000,000
 - 3. Personal and Advertising Injury Limit \$1,000,000
 - 4. Each Occurrence Limit \$1,000,000
 - 5. Fire Damage Limit-any one Fire \$ 50,000
 - 6. Medical Expense Limit-any one Person \$ 10,000
- C. Automobile Liability coverage with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1- Any Auto basis.
- D. Worker’s Compensation and Employers Liability Insurance with sufficient limits to meet underlying Umbrella Liability Insurance requirements.

- E. Umbrella Liability providing coverage at least as broad as the underlying General Liability, Automobile Liability and Employers Liability coverages, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 annual aggregate, and a maximum self-retention of \$10,000.

Other Requirements

- A. Acceptability of Insurers. Insurance is to be placed with insurers who have a Best's Insurance Reports rating of no less than A and a Financial Size Category of no less than a Class VI, authorized as an admitted insurance company in the State of Wisconsin.
- B. Certificates of Insurance acceptable to Dodge County shall be submitted prior to commencement of the work. Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least 30 days' prior written notice has been given to Dodge County.
- C. Dodge County, Dodge County's elected and appointed officials, and Dodge County employees shall be named as additional insureds on all liability policies for liability arising out of project work. Please provide a copy of this endorsement with your certificate of insurance.

V. General RFB Information

- A. Dodge County requires a high level of service from any vendor/contractor who is looking to do business with the County. Quality, service and price are all critical factors that Dodge County considers when doing business and in continuing business with vendor/contractors. This is especially important when it comes to the requirements of this request. Dissatisfaction due to product or performance may result in Dodge County discontinuing service with a vendor/contractor.
- B. Dodge County is a tax-exempt municipality under Section 77.54(9a) (b), Wis. Stats.
- C. Successful Vendor/contractor(s) shall provide a certificate of insurance, including naming Dodge County, its officers, elected officials and employees as Additional Insureds, upon bid award.
- D. All bids shall be binding for ninety (90) calendar days following the bid opening date unless the vendor/contractor(s), upon the request of the County, agrees to an extension.
- E. Payment for services will be made to successful vendor/contractor(s) contingent upon County's acceptance and approval of all work done and/or products provided, or services rendered. Acceptance as herein means acceptance by the County of all work performed or products provided and services rendered, after the department's authorized agent has found it to be in compliance with the specification requirement. Fuel surcharges or surcharges of any kind will not be allowed.
- F. Vendor/contractors may withdraw their bid at any time before the bid due date and time by written request for withdrawal to the Purchasing Agent and by presenting proper identification upon request.
Faxed and emailed bids will be rejected. Late bids will not be accepted.
- G. Dodge County's Standard Terms and Conditions available at:
<https://www.co.dodge.wi.gov/departments/departments-e-m/finance/purchasing-division> are applicable to this request and are hereby made a part of it.
- H. RFB packet, updates and addenda are available on the Dodge County Request for Proposals/Bids website, <https://www.co.dodge.wi.gov/departments/departments-e-m/finance/request-for-proposals-bids>. and

may also be obtained on DemandStar at: www.demandstar.com. It is the vendor/contractor's responsibility to view the RFB document, and check the website for any updates and addenda prior to submitting a bid for this request. Failure to do so in no way obligates the County to issue addendum or other information concerning this request to the vendor/contractor.

- I. No reimbursement will be made by the County for any cost incurred in preparing responses to this solicitation, or for cost incurred before a formal notice to proceed is issued if a contract is awarded.
- J. Dodge County shall be the owners of any, and all of the reports, plans, specifications and documents resulting from this RFB, and vendor/contractor shall provide both digital and hard copies of all reports, plans and documents as indicated in this RFB to Owner in a format usable to the County. Awarded vendor/contractor(s) shall also waive any rights to copyright protection so Owner may reproduce, distribute and use all reports, plans, specifications and documents as it so chooses.
- K. Any bid/response and any, and all supporting materials submitted in conjunction with this request may become a public record, subject to public inspection.
- L. Vendor/contractors responding to this request shall include with the bid a proposed contract covering all the terms, conditions and specifications for the performance of all work for this request. Proposed contract shall incorporate at a minimum the County's terms and conditions and the contract requirements contained herein.
- M. Bidders shall list any consultants or subcontractors that may be used to complete this project.
- N. All questions resulting in further clarification or modification to this (RFB) document will be handled by written addenda. Questions shall be directed to the Purchasing Agent via email to tsteinbach@co.dodge.wi.us. Questions must be asked at least five (5) business days prior to the bid due date. Questions received after this time may not be answered. Any changes as a result of issues raised will be made by written addenda and posted on the Dodge County website at <https://www.co.dodge.wi.gov/departments/departments-e-m/finance/request-for-proposals-bids>. and may also be obtained on DemandStar at: www.demandstar.com. It is the vendor/contractor's responsibility to check the website for addenda prior to submitting your bid. Oral and other interpretations or clarifications will be without legal effect.
- O. Dodge County assumes no responsibility or liability for any error or omission in any part of this RFB or resulting design. Prior to the deadline for questions, a vendor/contractor shall notify Dodge County of any error for any error or omission in any part of this RFB or resulting design. Prior to the deadline for questions, a vendor/contractor shall notify Dodge County of any error, omission, inconsistency or other factor which requires clarification that is discovered while reviewing the documents or preparing a bid. Such notification shall be made in writing to Dodge County Purchasing Agent.
- P. Confidentiality and Security – This document or any portion thereof may not be used for any purpose other than the submission of bids. The successful vendor/contractor must agree to maintain security standards consistent with the confidentiality and security policies of Dodge County and any applicable state or federal laws or regulations. These include strict control of access to secure areas, sensitive data and maintaining confidentiality of information gained while carrying out their contractual obligations. The successful vendor/contractor will be required to ensure that all vendor/contractor's personnel providing services to the County which require access to secure and confidential Dodge County information or

facilities, meet the criteria for personal security clearance prescribed by Dodge County. Dodge County reserves the right to deny access to any individual that is not fully compliant with security criteria without disruption to timeline or adjustment to project cost.

- Q. Dodge County reserves the right to require background checks for any employee or subcontractor employee involved in this project from the awarded vendor/contractor(s).
- R. Unpublished information pertaining to Dodge County, or its employees obtained by the vendor/contractor as a result of participation in this RFB or resulting contract is confidential and must not be disclosed without written authorization from Dodge County Corporation Counsel or pursuant to a court order.
- S. INDEMNIFICATION Dodge County requires any contract or agreement to contain an indemnification clause in which vendor/contractor holds harmless Dodge County, its officers, elected officials and employees harmless from and against any and all claims arising from contracts between the vendor/contractor and third parties made to effectuate the purposes of this RFB. Dodge County will not agree to mutual indemnification or to indemnify vendor.
- T. NON-COLLUSIVE STATEMENT Each vendor/contractor, by submitting a response, certifies that it is not a party to any collusive action with Dodge County personnel and/or Vendor/contractors. Each vendor/contractor also certifies that it is not a party to any collusive action with any other party submitting a bid in response to this solicitation.
- U. Dodge County reserves the right to reject any or all bids or parts thereof, to waive any technicality in any bid and accept any bid deemed to be the most advantageous to the County. It is possible that multiple awards may be made through this RFB process.
- V. This request and possible resulting contract shall be interpreted under the laws of the State of Wisconsin. Any disputes or claims that arise under this contract shall be litigated in the Circuit Court of Dodge County, WI.

VI. Bonds

Each bid must be accompanied by a certified check or bank cashier's check as bid security, in the sum of five percent (5%) of the bid, payable to Dodge County as a guarantee that if the bid is accepted, a Contract will be entered into and its performance properly secured within ten (10) days of the award of Contract. In case the successful bidder shall fail to execute the Contract, the amount of the bid security shall be forfeited to Dodge County as liquidated damages.

The successful Bidder shall be required to furnish a Performance and Payment Bond equal to one hundred percent (100%) of the Contract Price and submitted to the Highway Department prior to the commencement of the work.

VII. Exceptions to Specifications

List and Explain Exceptions to Specifications Here:

[illegible]

VIII. Bid Form

ASPHALT PAVEMENT SEALCOATING DODGE COUNTY, WISCONSIN

BASE BID: Base bid includes all work required to complete the Project, including permits, general conditions, overhead, profit, insurance, bonds, taxes, and all other expenses. The base bid shall be awarded to one lowest, responsive, and responsible bidder. Dodge County reserves the right to reject any or all bids or parts thereof, to waive any technicality in any bid and accept any bid deemed to be the most advantageous to the County.

We, the undersigned, propose to the Dodge County Highway Department, Juneau, Wisconsin, the following asphalt pavement sealcoating, as herein specified by us in accordance with the Advertisement to Bidders, General Procedure for Bids, Special Provisions, and Specifications hereto attached:

<u>Product</u>	<u>Price per Gallon and</u> <u>Transport</u>
Penetrating Emulsion Rejuvenator, Furnished	\$ _____
Penetrating Emulsion Rejuvenator, Transport & Application Fee	\$ _____

All bids as stated above are effective and open for acceptance by the Owner for a period of (90) days after date set for opening of Bids.

Company Submitting Bid _____

Signature _____ Title _____

Printed Name _____

Company Mailing Address _____

City, State, Zip _____

Telephone () _____ Fax Number () _____

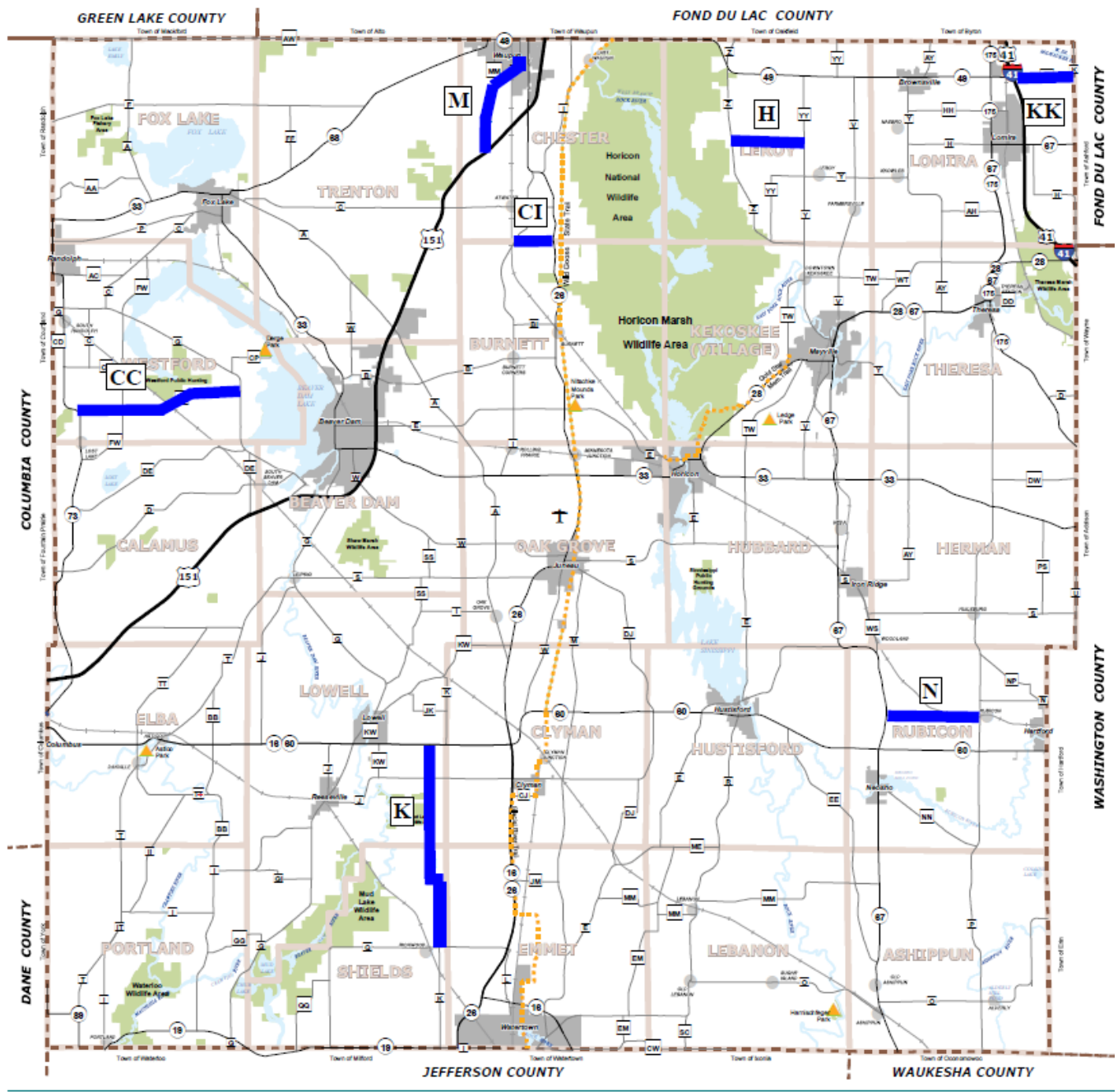
Number _____

Date Signed _____

BID MUST BE SIGNED OR IT WILL BE REJECTED. RETURN PACKAGE IN ITS ENTIRETY. ATTACH DOCUMENTS AS NECESSARY.

IX. Project Map Area

DODGE COUNTY HIGHWAY 2025 SEALCOATING MAP



LEGEND:

PENETRATING EMULSION REJUVINATOR - 20.1 Miles



X. Statement of Acknowledgment

ASPHALT PAVEMENT SEALCOATING
DODGE COUNTY, WISCONSIN

RFB NUMBER: #30 2025-09

Complete this page and include it with your sealed response to the request.

I have read this Request for Bid (RFB), all the attachments, addenda (if any) and exhibits issued for this project and understand the contents and requirements.

Binding Signatures:

The undersigned vendor/contractor, submitting their bid, hereby declares and agrees to be bound, and to perform the work in accordance with all the terms, conditions and requirements of this Request for Bid, the within and foregoing bid, the contract, the applicable specifications, special provisions, and the schedule of prices as hereby submitted and made part of their bid submission.

Company: _____

Address: _____

Original Signature: _____

Name (Print/Type) _____

Title _____ Date _____

Phone Number: _____ Fax Number: _____

E-mail: _____

XI. Addenda Acknowledgement

I/we hereby acknowledge receipt of the following addenda(s):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

I/we further certify that no agreement has been entered into to prevent competition for said work and that I/we carefully examined the plans, specifications, form of contract and all other contract documents.

I/we further agree to enter into the contract, as provided in the contract documents, under all the terms, conditions and requirements of those documents.

If no addenda were issued, the vendor/contractor shall so indicate and sign this document.

Vendor/Contractor

Representative Signature