

# 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](http://www.co.rock.wi.us)

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# Asphaltic Seal Coat Materials

## 2022 Contract and Specifications

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**Authorized By:**  
Public Works Committee of the  
Rock County Board of Supervisors  
Rick Richard, Chair

**Prepared By:**  
Duane M. Jorgenson, Jr., P.E.  
Director of Public Works

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**DPW #2022-02  
INVITATION TO BID  
ASPHALTIC SEAL COAT MATERIALS  
FOR  
ROCK COUNTY DEPARTMENT OF PUBLIC WORKS  
JANESVILLE, WISCONSIN**

Bids due in Rock County Public Works by:

**February 14, 2022 - 11:00 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 #2022-02 ASPHALTIC SEAL \*\*\***

The work shall consist of furnishing **Asphaltic Seal Coat Materials** for various highway projects within Rock County.

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:

<https://www.co.rock.wi.us/highway-rfp-information>

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 #2022-01 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 **11:00 a.m. (local time), February 14, 2022.** 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 Nick Elmer. Questions must be received by **12:00 noon (local time), February 4, 2022.** Questions received after this date and time will not be answered. Questions may be e-mailed to Nick Elmer at [nick.elmer@co.rock.wi.us](mailto:nick.elmer@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](http://www.co.rock.wi.us).

## PROJECTED TIMETABLE

Issue Invitation to Bid	01/31/22
Questions Due	02/04/22 – 12:00 noon
Amendments Issued by	02/07/22 – 5:00 p.m.
Bids Due	02/14/22 – 11:00 a.m.
Evaluation of Bids	02/14/22 – 02/21/22
Governing Committee Approval	02/22/22
Contract Execution	03/01/22

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.

## **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 subvendors 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 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 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

## ASPHALTIC SEAL COAT MATERIALS

The work shall consist of furnishing **Asphaltic Seal Coat Materials** for various highway projects within Rock County.

### 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 June 1, 2022. 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 20<sup>th</sup> of the month for the prior calendar month's work.

#### 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 - ASPHALTIC SEAL COAT MATERIALS**

### **1. General**

The work shall consist of producing and supplying Asphaltic Seal Coat 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 of Bidders" of the WisDOT Standard Specifications.

### **2. 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.

### **3. Minimum Specifications for Liquid Asphalt.**

It is the intent of these specifications to describe liquid asphalt to be used by the Rock County Highway Division in 2022 for seal coating. All materials, handling, delivery, and payment procedure shall be in conformance with the applicable provisions contained in the State of Wisconsin, Department of Transportation Standard Specifications for Road and Structure Construction, latest edition, and its supplements, except as specifically provided for in this bid document.

ASPHALT MATERIAL SPECIFICATIONS.

The following minimum specifications shall be met:

Asphalt Type	Say bolt Viscosity @122°F Min.-Max.	Minimum Temperature at Delivery Site
HFRS-2 Anionic Emulsion	75-400	140° F
HFRS-2P Anionic Rubberized	100-400	140° F
Scrub Seal – PASS-CR	50-400	

In addition to the asphalt specifications listed above, the County is requesting a price on polymer-modified asphalts meeting the WisDOT Polymer Modified Emulsion Specification.

A. Polymer Modified Anionic High Float Rapid Set Emulsion, HFRS-2P. This bituminous material shall be a rapid set emulsion that has elastic properties.

B. Requirements: The HFRS-2P emulsion shall comply with AASHTO M-140 with the exceptions as listed below. PASS-CR shall, at a minimum, comply with the specification table below.

Note: Residue by distillation may be substituted for residue by evaporation.

<b>HFRS-2P</b>		
<b>TESTS ON EMULSION</b>	<b>Min</b>	<b>Max</b>
Viscosity, SSF @ 122° F	75	400
Storage Stability Test (see note 1)	Passes	
Cure Test (see note 2)	Passes	
Sieve (%)		0.1
Demulsibility 50 ml 0.02 N CaC12, %	40	
Distillation Oil Distillate, by Vol. Of Emulsion % Residue by Distillation %	63	3.0
<b>TESTS ON RESIDUE FROM DISTILLATION TEST:</b>		
Penetration @ 77° F	100	200
Ductility @ 39° F, 5 cm/min, cm	30	
Softening Point (R & B) Deg. F	100	
Elastic Recovery (Iowa Test Method 631)	55	
Float Test @ 140° F, sec	1200	

Note 1: Storage Stability: In addition to requirements of AASHTO T-59, on examination of the test cylinder after the emulsion has been standing undisturbed for 24 hours, the surface shall show no white, milky covered substance but shall be a homogenous color throughout.

Note 2: The cure test is performed as follows: Pour approximately 1 gram of emulsion onto a metal surface (lid of a 3 oz. ointment tin). Allow the test sample to cure at temperatures of at least 80° F under a heat light for 4 hours. The outdoor sunlight may be used as a testing site. After the 4 hour curing period, the emulsion shall show no tackiness or tendency to stick to the fingers when pressed.

Rock County reserves the right to specify viscosity and temperature ranges on asphalt in order to meet weather and application conditions.

<b>Scrub Seal – PASS-CR</b>		
<b>TESTS ON EMULSION</b>	<b>METHOD</b>	<b>PASS</b>
Viscosity @ 122°F (SFS)	ASTM D244	50-400
Residue, w%, max	ASTM D244	65
pH	ASTM E70	2.0 - 5.0
Sieve, w%, max	ASTM D244	0.1
Oil distillate, w%, max	ASTM D244	0.5
Specific Gravity of Residue of recovered latex min.	we-em-100-2	1.15
Test on Residue		
Viscosity @ 140°F, P	ASTM D2171	5000
Elastic Recovery on Residue by distillation % min	AASHTO T59	45
Penetration @ 39.2°F, min.	ASTM D5	40
Modified Torsional Recovery*, %, min	CA332	40
Test on Latex		
Specific Gravity (minimum)	ASTM 1475	1.08
Tensile Strength, die C dumbbell, psi, minimum	ASTM D412	500
Swelling in rejuvenating agent, % Maximum; 48 hours	ASTM D471	40%
<u>Test On Rejuvenating agent:</u>		
Flash Point, COC	ASTM D92	
Hot Mix recycling Agent Classification	ASTM D4552	380 Min
Viscosity, 140F cst		50-175
Asphaltenes		1.0 Max

Rock County reserves the right to specify viscosity and temperature ranges on asphalt in order to meet weather and application conditions.

**4. Construction – Asphalt Emulsion (HFRS).**

The Vendor shall furnish and deliver in a timely manner anywhere in Rock County the heated Asphaltic Seal Coat Material in semi-trailer trucks carrying approximately 5,000 gallons of the heated material. Tanks shall be capable of heating and/or keeping the asphaltic material heated all day to temperatures required in these Specifications. Vendor shall furnish at least two (2) trucks and trailers per day equipped with pumps, controls and spray bars to apply the asphaltic material to the roadways. Additional trucks without spraying equipment may be used to re-supply the applicator trucks until the day's application is completed. Arrival, nursing of applicator trucks and application of asphaltic materials shall be coordinated with the Owner to assure a prompt and efficient completion of the projects. Owner shall confer with Vendor one work day in advance about the next work day's intended quantity to be applied, location, timing of operation and other incidental information to coordinate the work. Shall there be rain, excessive humidity or wind, equipment breakdowns or other reasons to suspend the work before starting or during operations, the Vendor shall adjust deliveries, stop work and/or take back product, without penalty or extra charge for hauling or storage back at the Vendor's supply point.

Vendor shall have spray equipment on the trucks capable of applying asphaltic material from 1 to 24 feet in width in a single pass. Individual spray nozzles on the spray bar shall be controlled remotely so as not to require stopping the operation to make such adjustments. Flow control equipment on the sprayers shall be electronic, without using a wheel type speed and distance sensor, controllable remotely from the cab of the truck. Vendor shall be responsible for both furnishing and applying the materials as a single bidder.

Owner shall furnish, haul, place and compact aggregate materials used to cover the freshly applied Asphaltic Seal Coat Material. Vendor shall adjust application speeds and distances to match Owner's ability to keep pace with performing its cover aggregate spreading function.

**5. Construction – Scrub Seal (PASS-CR).**

The Vendor shall furnish and deliver in a timely manner anywhere in Rock County the heated Scrub Seal Coat Material in trucks carrying approximately 3,500 gallons of the heated material. Tanks shall be capable of heating and/or keeping the asphaltic material heated all day to temperatures required in these Specifications. Vendor shall furnish at least three (3) trucks per day equipped with pumps, controls, spray bars and scrub brooms to apply the asphaltic material to the roadways. Additional trucks without spraying equipment may be used to re-supply the applicator trucks until the day's application is completed.

Arrival nursing of applicator trucks and application of asphaltic materials shall be coordinated with the Owner to assure a prompt and efficient completion of the projects. Owner shall

confer with Vendor one work day in advance about the next work day's intended quantity to be applied, location, timing of operation and other incidental information to coordinate the work. Shall there be rain, excessive humidity or wind, equipment breakdowns or other reasons to suspend the work before starting or during operations, the Vendor shall adjust deliveries, stop work and/or take back product, without penalty or extra charge for hauling or storage back at the Vendor's supply point.

Vendor shall have spray equipment on the trucks capable of applying asphaltic material from 1 to 24 feet in width in a single pass. Individual spray nozzles on the spray bar shall be controlled remotely so as not to require stopping the operation to make such adjustments. Flow control equipment on the sprayers shall be electronic, without using a wheel type speed and distance sensor, controllable remotely from the cab of the truck. Vendor shall be responsible for both furnishing and applying the materials as a single bidder.

Owner shall furnish, haul, place and compact aggregate materials used to cover the freshly applied Scrub Seal Coat Material. Vendor shall adjust application speeds and distances to match Owner's ability to keep pace with performing its cover aggregate spreading function.

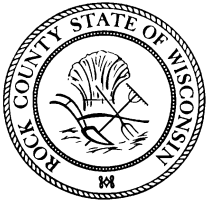
#### **6. Warranty**

Vendor shall furnish a warranty of all emulsion materials and application services, should seal coat prematurely fail within the first 12 months after completion as a direct result of the emulsion or distributor equipment.

#### **7. 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.





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**DPW#2022-02  
BID FORM  
ASPHALTIC SEAL COAT 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)

<b>BID PROPOSAL</b>			
<b>Material Description</b>	<b>Estimated Quantity (Gallons)</b>	<b>Unit Price Delivered and Spread (\$/Gallon)</b>	<b>Bid Price (\$)</b>
Asphaltic Seal Coat Material, Type HFRS-2	100,000		
Asphaltic Seal Coat Material, Type HFRS-2P	95,000		
Scrub Seal Emulsion, Type PASS-CR	0		
		<b>Total Bid Price =</b>	

**Company Name:** \_\_\_\_\_

**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 \_\_\_\_\_, 2022.

Whereas, the above bounded principal has this day filed a bid with the County of Rock for the performance of the following work, namely "Asphaltic Seal Coat 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  
ASPHALTIC SEAL COAT MATERIALS**

This contract, made this \_\_\_\_ day of \_\_\_\_\_, 2022 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**

**ASPHALTIC SEAL COAT MATERIALS:** Materials produced shall meet the requirements of Sections 475 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 Asphaltic Seal Coat 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.

**ARTICLE IV – SIGNATURE**

The undersigned, having familiarized himself with the conditions affecting the cost of the work, having read completely the specifications, hereby agrees to perform everything required and to provide and furnish labor, materials, equipment, tools, and all other services and supplies necessary to produce in a complete and workmanlike manner all of the materials described in the specifications relating to this project.

FOR VENDOR:                Company \_\_\_\_\_

  Address \_\_\_\_\_

  City, State, Zip \_\_\_\_\_

  By \_\_\_\_\_

  Title \_\_\_\_\_

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED IN TWO (2) ORIGINAL COUNTERPARTS, THE DAY AND YEAR FIRST WRITTEN ABOVE.

FOR ROCK COUNTY:

  By \_\_\_\_\_

  DUANE M. JORGENSON, JR., P.E.

  DIRECTOR OF PUBLIC WORKS

**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: \_\_\_\_\_, 2022

AFFIX CORPORATE SEAL HERE

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