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2026

Pavement Chip Sealing Services

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Bid RFP Advertisement:

The City of Eagle River is seeking bids to crack seal/flex patch and chip seal the following streets:

- 1) First Street, Sheridan to Tamarack
- 2) Hirzel Alley, Silver Lake Road to Dyer Park (DOUBLE Chip Seal)
- 3) Willow Street, Division to Bridge
- 4) Bluebird Road, Railroad Street to Airport Road

The specifications are available on the City of Eagle River website at www.eagleriverwi.gov, or can be picked up at Eagle River City Hall. Contact Robin Ginner, City Administrator at 715-479-8682 ext. 227 or via email rcginner@eagleriverwi.gov, or mail PO Box 1269 Eagle River WI 54521.

Bids are due by Friday, May 8, 2026 by 12:00 p.m. The City may customize the final award by eliminating some the streets to meet budget if necessary (not to exceed 15% of total bid).

PAVEMENT CHIP SEALING SPECIFICATIONS

City of Eagle River, Wisconsin

A. Competitive Sealed Bidding

The City of Eagle River, Wisconsin (herein referred to as the “City”) will receive sealed bids from Contractors for *Pavement Chip Sealing Services* that are identified in this document. Bids must be received by the date and time listed in the advertisement.

B. Objective

This contract is for *2026 Pavement Chip Sealing Services* with the City of Eagle River. The specifications contained herein detail how the contractor shall maintain right-of-ways (roadways) and other properties in an appropriate, aesthetic and safe manner.

C. Scope of Work

The work under this proposal consists of Crack sealing, Flex Patching, and placing a Chip Seal surface with a Fog Seal. This includes all associated prep and finish work for the various processes, including blowing, pre-sweeping, pickup sweeping, and fog sealing.

The work will be executed under the requirements of the State of Wisconsin, Department of Transportation, Standard Specifications for Road and Bridge Construction, Edition of 2014, and according to the current year State of Wisconsin supplemental specifications and the special provision specifications attached.

Completion Schedule: Chip sealing must be completed by no later than August 31st, 2026, and fog sealing no later than September 30th, 2026.

D. Traffic Control

Traffic control includes signing the roadway on each end of the project with road work ahead signs. In addition work area signs are required when performing work on the roadway. Traffic Flaggers are required for crack sealing, flex patching, chip sealing, and fog sealing operations.

The contractor is required to maintain one access route open for all residences and emergency vehicle equipment at all times.

E. Qualifications of Contractors

The Contractor shall be required before the award of any contract show to the complete satisfaction of the City that it has the necessary facilities, ability and resources to provide the services specified herein in a satisfactory manner. The Contractor shall be required to give a complete history and references in order to satisfy the investigations deemed necessary and proper to determine the ability of the Contractor to perform the work. The City reserves the right to reject any bids if the evidence submitted by, or investigation of the Contractor fails to satisfy the City that the Contractor is properly qualified to carry out the obligations of the contract and

to complete the work herein.

Evaluation of the Contractor's qualifications shall include:

- 1) The ability, capacity, skill and resources to perform the work or provide the services required.
- 2) The ability of the Contractor to perform the work or provide the service promptly or within the time specified, without delay or interference.
- 3) The character, integrity, reputation, judgement, experience and efficiency of the Contractor.
- 4) The quality of performance of previous contracts or services.

F. Immigration Compliance Certification

1) Purpose

The purpose of this policy is to ensure compliance with all applicable federal immigration and employment laws, including the Immigration Reform and Control Act (IRCA) of 1986 and subsequent amendments, by requiring that all contractors performing work for the City of Eagle River verify the legal right of their employees and subcontractors to work in the United States.

2) Authority

This policy is adopted under the authority of the City Council of the City of Eagle River, pursuant to its power to establish procurement and contracting standards for municipal operations, and in accordance with federal law, including:

- a) 8 U.S.C. §1324a (Unlawful Employment of Aliens)
- b) 8 U.S.C. §1324b (Unfair Immigration-Related Employment Practices)
- c) Executive Order 12989, as amended (Compliance with Immigration Laws in Government Contracts), where applicable

3) Applicability

This policy applies to all contractors, vendors, and consultants who enter into a contract for goods, services, or construction with the City of Eagle River, including any subcontractors engaged in the performance of such contracts.

4) Policy Requirements

a) Verification of Work Authorization

- All contractors and subcontractors must comply with federal law requiring the verification of the employment eligibility of all employees through completion of Form I-9.
- Contractors are encouraged to use the E-Verify system operated by the U.S. Department of Homeland Security (DHS).

b) Certification Requirement

- Contractors must sign a Certification of Compliance with Immigration Laws as a condition of award or renewal.
- The certification form shall be included in all City contract documents.

- c) Subcontractor Compliance
 - Contractors shall include a provision in every subcontract requiring compliance with this policy.
 - Contractors are responsible for ensuring that all subcontractors provide equivalent certification.
 - d) City’s Right to Audit

The City reserves the right to request proof of compliance with this policy at any time during the contract term.
- 5) Enforcement and Penalties
- Any contractor or subcontractor found to have violated this policy shall be subject to:
- a) Immediate termination of the contract for cause;
 - b) Disqualification from bidding on or entering into future contracts with the City for up to three (3) years; and
 - c) Any additional remedies allowed under state or federal law.
- 6) Severability If any portion of this policy is found to be invalid or unenforceable, such portion shall not affect the validity or enforceability of the remaining provisions.
- 7) Effective Date This policy shall take effect immediately upon adoption by the Eagle River City Council and shall apply to all contracts executed thereafter.

Approved by the City Council of the City of Eagle River. Adopted November 11, 2025.

G. Insurance and Workers Compensation

The Contractor shall furnish evidence of all listed Workers Compensation, General Liability, Auto and Umbrella insurance coverages. Certificates of insurance shall be filed with the submitted bid/contract forms with the City of EAGLE RIVER named as an “additional insured”.

Minimum limits of insurance shall be as follows:

1. <u>Workers Compensation Insurance</u>	
Each Accident/Employee	State Statutory Limits
Policy Limit	State Statutory Limits
2. <u>General Liability Insurance</u>	
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
Fire Damage (Any One Fire)	\$100,000
Medical Expense (Any One Person)	\$5,000
3. <u>Auto Liability Insurance</u>	
General Aggregate	\$1,000,000

Each Occurrence	\$1,000,000
4. <u><i>Umbrella Liability</i></u>	
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000

To the fullest extent permitted by law, the bidder shall indemnify and hold harmless the City and its agents against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgements, costs and expenses which may arise from any negligence of the Contractor, its employees or subcontractors.

H. Examination of Work Sites

Before submitting a bid, each Contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract. If the Contractor receives an award as a result of their bid submission, failure to have made such investigations and examinations will in no way relieve the Contractor from their obligations to comply in every detail with all provisions and requirements of the contract documents. Nor will the City accept a plea of ignorance of such conditions and requirements as a basis for any claim whatsoever by the Contractor for additional compensation.

I. Quantities

Whenever a bid is sought seeking a request for services, the road mile quantities shall be construed as estimates for the purpose of obtaining unit prices unless otherwise stated. The City reserves the right to increase or decrease the stated quantities.

J. Award of Contract

The City reserves the right to reject any or all bids and award multiple contracts as deemed advantageous to the City.

Contractors should bid using a unit price per foot for pavement chip sealing. All bids shall be accompanied by an estimate for the full amount of footage requested to be chip sealed.

The award shall be made to the responsible bidder or Contractor with the ability to fulfill the City's contractual needs.

The City may customize the final award by eliminating some the streets to meet budget if necessary (not to exceed 15% of total bid).

The City shall provide the Contractor with a list of roads to be chip sealed accompanied by a map showing all locations.

K. Crack Seal

Crack sealing shall consist of cleaning/sealing random existing cracks as well as transverse and longitudinal joint cracks.

Materials

The material used must be a premium quality Rubber Asphalt joint Sealer. The sealer must meet and/or exceed the ASTM D6690 Type II specification for Hot Pour Rubber Asphalt Joint Sealants. The sealant shall be in manufacturer's original sealed containers. Each container shall have the manufacturer's name, batch number, and manufacturer's recommendation for melting and application.

Construction

Cracks shall be blown out with 120 PSI compressed air. The road surface shall also be blown off at this time to clear it of any dirt and other debris. Cracks shall be sealed using a pressure filled wand from the bottom up. They shall be slightly over filled and disc squeegeed to create a 4" overband on the crack. Include any refilling and/or touching up of any previously filled opened or failed cracks.

L. Flex Patching

Flex Patching shall consist of repairing cupped cracks to seal out water and improve ride quality.

Materials

Sealant fortified with polyester fibers shall be applied per manufacturer's specifications. Cover aggregate shall be Fractured Class A stone with 100% passing a 3/8" sieve, 95-100% passing a 1/4" sieve and be pre-coated with 1% 120-150 asphalt cement.

Construction

Surface and cracks to be treated shall be cleaned with approved cleaning equipment. Areas of repair shall be free of all foreign material, vegetation, and moisture. Cracks to be flex patched must use a MINIMUM 24" Wide Squeegee. Sealant material must be applied according the manufacturers recommended temperature and specifications.

M. Single Chip Seal

The bituminous material used shall be a HFRS-2 or a CRS-2 bituminous emulsion, and shall be applied at a rate of 0.41 gallons per square yard. Substitutions for other types of oil is not allowed.

Aggregate shall consist of crushed quarry or other related igneous rock types for gradation #2 The stone cover material (chips) on the Surface layer applied shall be approximately twenty five pounds per square yard for a 3/8" cover aggregate.

Aggregate for chip seal coat shall consist of 100 % fractured faces. Aggregates are to be made from igneous stone with no exceptions. Boiler slag and other like products are not allowed.

Sweeping- The road will be swept prior to applying Chip Seal over existing hard surface and after completion of Chip Seal to remove loose stone. After Chip Seal and prior to Fogseal, roads must be pickup swept and debris disposed of offsite.

Fog Sealing bituminous material used shall be a CSS1H emulsion and be applied at a rate of .1 gallons per square yard minimum.

3/8" CHIPS	%	%
Passing	Passing	
Sieve	Gradation #1	Gradation #2
3/4"	100	100
1/2"	100	100
3/8"	85-100	100
1/4"	-	80-100
#4	10-30	0-100
#8	0-10	0-40
#16	0-5	0-10
#200	0-2	0-1

The City has the right to sample and approve the aggregates prior to use in the work.

N. Pavement Sweeping

Contractor shall be responsible for sweeping and removing all loose limestone or granite chip material after the project has been completed. Disposal of loose material shall be the responsibility of the Contractor. Pavement sweeping shall be completed no later than ten (10) business days after application of the chip seal surface.

O. Damage to Public or Private Property

Should any damage to public or private property occur as a result of the services performed or work done by the Contractor, the Contractor shall immediately notify the City of such damages. Any damage shall be cured within ten (10) days after the damage occurs unless a different period is agreed to in the discretion of the Director of Public Works. Should the damage not be rectified with the timeframe agreed upon or to the satisfaction of the City, the City reserves the right to repair and/or replace that which was damaged and assess the Contractor for such costs as may be reasonable and related to damage caused by the Contractor and may deduct these costs from any payment due the Contractor.

P. Contractor Personnel and Equipment

The Contractor shall supply all material, equipment and personnel necessary to complete the work specified. The Contractor shall rent equipment as needed to cover any equipment breakdowns that would cause this contract to not be completed in the allotted time period.

Q. Work Crew Supervision

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be fluent in English and be authorized by the Contractor to

accept and act upon all directives issued by the City.

R. Contract Life

The term of the contract is confined to this project.

Any additional work added to the original contract shall be completed at the original contract unit prices and documented through change orders. The City may customize the final award by dropping some the streets to meet budget if necessary (not to exceed 15% of total bid).

S. Working Hours

The Contractor shall schedule work between the hours of 7:00 a.m. and 8:00 p.m., Monday through Friday, unless otherwise authorized by the City.

T. Inspection of Work

All work shall be completed to the satisfaction of the City with respect to proper procedures and quality of workmanship.

U. Unsatisfactory Work

If, at any time during the contract, the City determines that the service performed or work done by the Contractor creates a condition that threatens the health, safety or welfare of the community or fails to meet the specifications herein, the Contractor shall, upon receipt of the written or oral notice, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order correction of the deficiency by separate contract or with its own resources at the Contractor's expense. The City reserves the right to terminate this contract in whole or any part in the event the Contractor fails to perform any of the provisions of this contract.

V. Costs and Basis of Payment

The Contractor affirms and states that the prices submitted herein constitute the total cost to the City for all work involved in the respective items. The cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, supervision, overhead expense, inspection costs, all profits and all other work, services and conditions necessarily involved in the work to be done in accordance with the requirements of the contract documents considered separately and collectively.

W. Liquidated Damages

The City and Contractor recognize that time and work quality is of the essence to this contract. They also recognize the delays, expense and difficulties involved in a legal proceeding. Should the Contractor fail to complete the work as specified in this contract, the Contractor shall be liable to the City for liquidated damages in the following amounts:

- \$100.00 per day for failure to complete the work in the time frames and specifications required by this contract.

X. Questions During the Bid Process

All questions should be directed to:

City of Eagle River

Robin Ginner

City Administrator

Phone: (715) 479-8682, ext. 227

rcginner@eagleriverwi.gov

Y. Failure to Enforce

Failure by the City at any time to enforce the provisions of this contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

Z. Bid Form Submission

Each bidder shall submit the original and a copy of the bid in a sealed envelope no later than the time and date specified on the cover sheet. Bids received after the specified time shall be rejected. Each bid shall contain all the information requested in Section II to include:

- 1) Prices for each right of way cost
- 2) A statement of the approximate number of personnel to be working in City.
- 3) Four (4) references who can attest to the Contractor's ability to fulfill this contract. Include names, addresses, phone numbers and email addresses. At least one (1) reference that can attest to the Contractor's previous satisfactory performance of a municipal or other governmental contract is preferred.
- 4) Applicable insurance information supplied as required in Section D.

2026 PAVEMENT CHIP SEALING BID

See map on Page 13

Road/Street Name	Length (Lineal Feet)	Width (Feet)	Price per Lineal Foot	Crack Sealing	Flex Patching	City Cost
1. 1st Street Sheridan to Tamarack	2,586'	20'- 40'				
2. Hirzel Alley (DOUBLE Chip Seal) Silver Lake to Dyer Park	1,106'	14'				
3. Willow Street Division to Bridge	605'	28.5'				
4. Bluebird Railroad to Airport Road	1,584'	27.5'				

Please note:

- Lengths and widths noted above are approximations only and should not be used as absolutes in determining pricing for the purpose of bidding.
- Price per foot shall also include sweeping and cleanup of all excess limestone and/or granite chips by Contractor after application.

TOTAL BID PRICE = _____

Chip sealing must be completed by no later than August 31st, 2026, and
fog sealing no later than September 30th, 2026.

IMMIGRATION COMPLIANCE CERTIFICATION

Certification of Compliance with Immigration Laws
Project/Contract Title: 2026 Pavement Chip Sealing Services

Purpose

This certification is required as a condition of award or renewal of any contract with the City of Eagle River, pursuant to the City's Policy on Verification of Citizenship or Legal Residency Status for Contractors and in accordance with federal law, including the Immigration Reform and Control Act (8 U.S.C. §1324a–1324b).

Contractor Certification

By signing below, the undersigned contractor hereby certifies that:

1. The Contractor is in full compliance with all applicable federal immigration laws and regulations.
2. The Contractor does not knowingly employ or contract with any unauthorized alien.
3. The Contractor verifies the employment eligibility of all employees through lawful means, including Form I-9 and, where applicable, E-Verify.
4. The Contractor shall require all subcontractors to comply with the same verification requirements.
5. The Contractor understands that violation of this certification constitutes a material breach of contract and may result in termination and disqualification from future contracts.

Acknowledgment and Signature

I hereby certify under penalty of perjury that the foregoing statements are true and correct, and that I am duly authorized to execute this certification on behalf of the Contractor.

Contractor/Company Name: _____

Authorized Representative (Print Name and Title): _____

Signature: _____ Date: _____

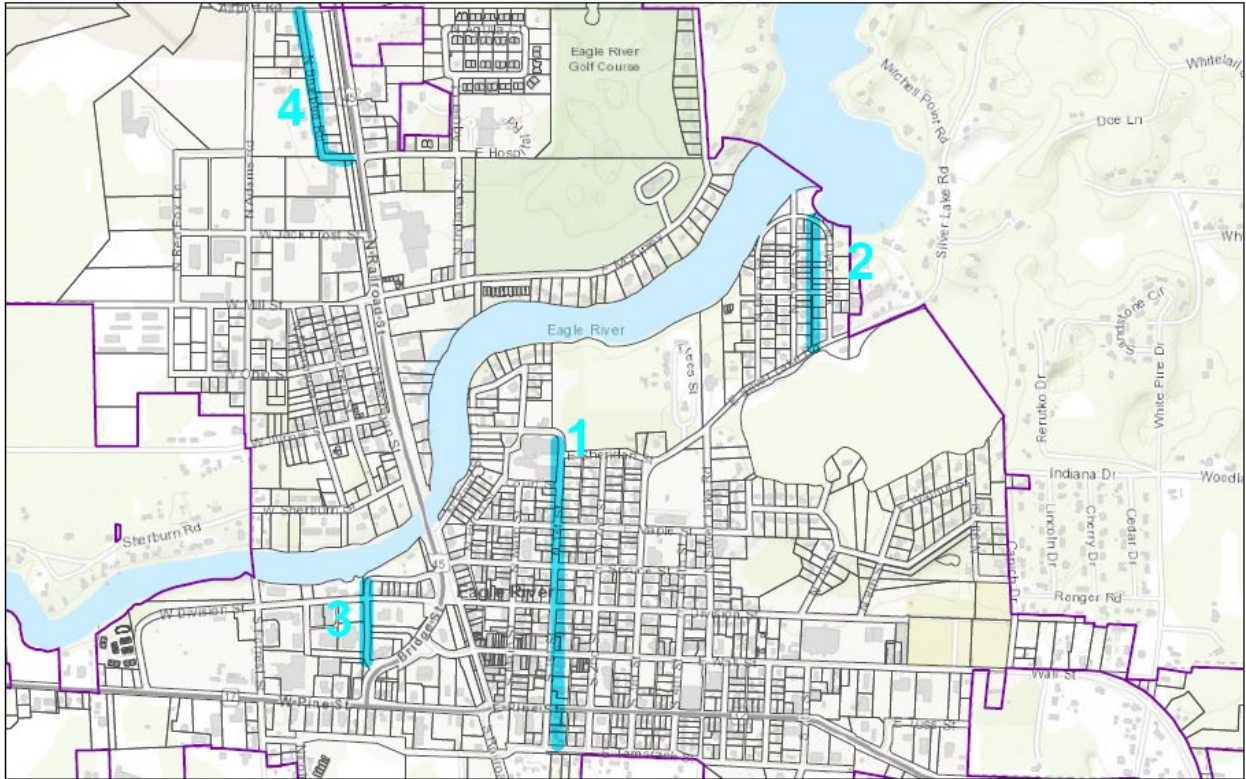
Drivers License Number: _____, State of Issue: _____

Address: _____

City/State/ZIP: _____

Telephone: _____ Email: _____

2026 Chipseal Project Map



Bid Acceptance

THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY OF EAGLE RIVER SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES

Entire Block Must Be Completed When a Submitted Bid Is to Be Considered for Award

BIDDER: _____ Date: _____	
_____ Company Name	
_____ Street Address of Company	_____ Email Address
_____ City, State, Zip	_____ Contact Name (Print)
_____ Business Phone	_____ 24 Hour Telephone Number
_____ Fax	_____ Signature of Officer/Partner/Sole Proprietor
	_____ Print Name & Title
_____ <i>ATTEST: If a Corporation</i>	
_____ <i>Signature of Corporation Secretary</i>	_____ <i>Federal Employer ID #</i>

CITY OF EAGLE RIVER:

Signature of Authorized City Agent

Title

Date

ATTEST:

Signature of City Clerk

Date

In compliance with the specifications, the undersigned offers and agrees, if this Bid is accepted within 30 calendar days from the date of opening, to furnish any or all of the services upon which

prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.