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# 2023 CHIP SEALING PROJECT

**Bid RFP Advertisement:**

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

1. Illinois Street (Michigan Street to Adams Road)
2. Michigan Street (Mill to Sherburn Streets)
3. Sundstein Road (Pine Street to 85 ft South of W. Tamarack Street)
4. City parking lot on South Main Street (between ER Tire and Craftsman Tavern)

The specifications are available on the City of Eagle River website at [www.eagleriverwi.gov](http://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](mailto:rcginner@eagleriverwi.gov), or mail PO Box 1269 Eagle River WI 54521.

**Bids are due by Wednesday, May 3, 2023 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 – Department of Public Works**

**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 *2023 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 31<sup>st</sup>, 2023, and fog sealing no later than September 30<sup>th</sup>, 2023.

**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 (if required), 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. 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:

<b>1. <u>Workers Compensation Insurance</u></b>	
Each Accident/Employee	State Statutory Limits
Policy Limit	State Statutory Limits
<b>2. <u>General Liability Insurance</u></b>	
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
<b>3. <u>Auto Liability Insurance</u></b>	
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
<b>4. <u>Umbrella Liability</u></b>	
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.

**G. 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.

#### **H. 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.

#### **I. 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.

#### **J. 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.

#### **K. 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 (if required) must use a MINIMUM 24" Wide Squeegee. Sealant material must be applied according the manufacturers recommended temperature and specifications.

### L. 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.

### M. 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.

**N. 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.

**O. 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.

**P. 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.

**Q. 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).

**R. 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.

**S. Inspection of Work**

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

**T. 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.

**U. 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.

**V. 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:

1. \$100.00 per day for failure to complete the work in the time frames and specifications required by this contract.

**W. 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](mailto:rcginner@eagleriverwi.gov)

**X. 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.

**Y. 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.



## 2023 PAVEMENT CHIP SEALING

See map on Page 10.

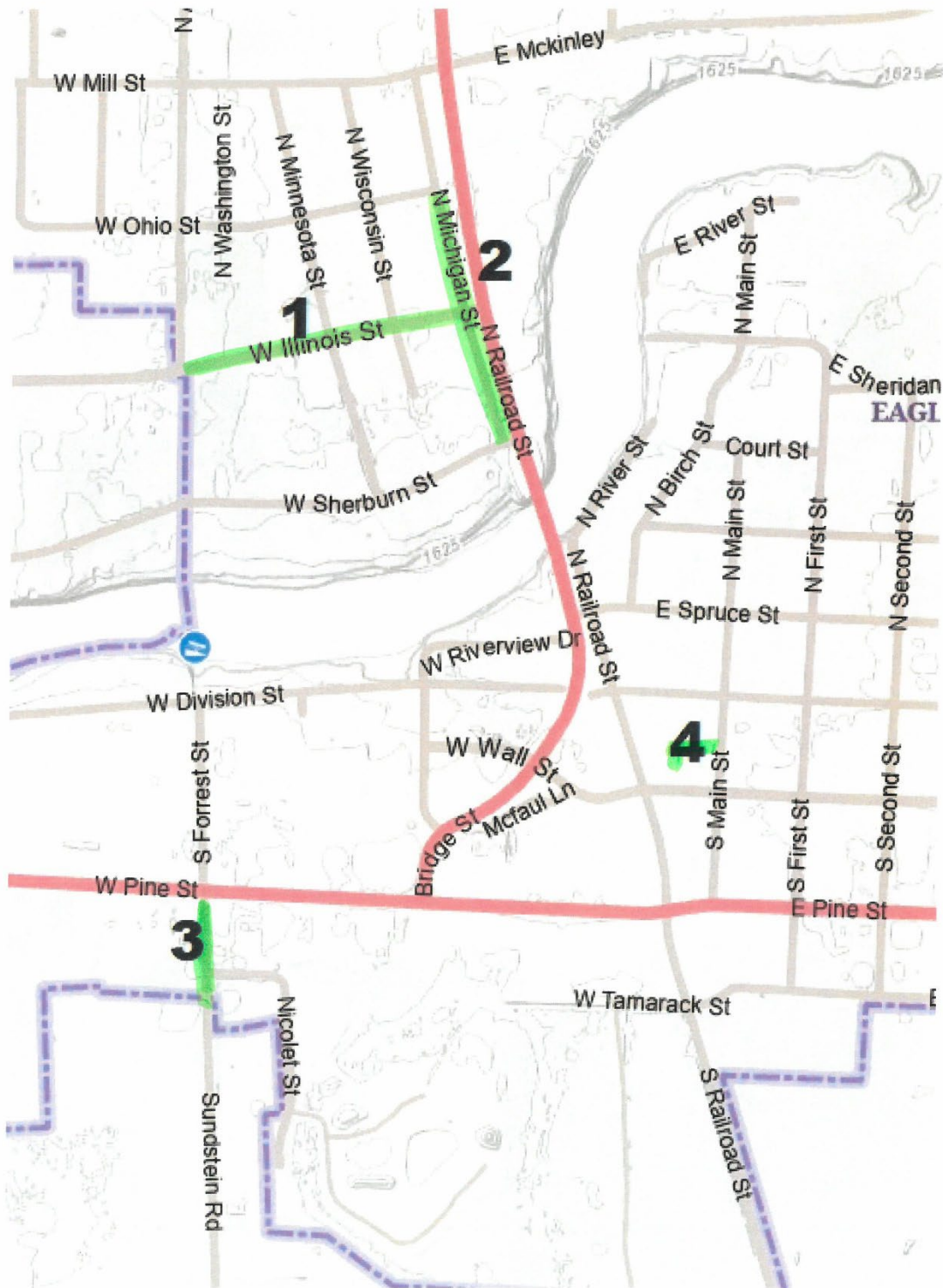
Road/Street Name	Length (Lineal Feet)	Width (Feet)	Price per Lineal Foot	Crack sealing	City Cost
1. Illinois Street (Michigan Street to Adams Road)	1240'	19'			
2. Michigan Street (Ohio to Sherburn Streets)	1126'	20'			
3. Sundstein Road (Pine Street to 85 ft South of W. Tamarack Street)	430'	19'			
4. City parking lot on South Main Street (between ER Tire and Craftsman Tavern)	206'	60'			

TOTAL BID PRICE = \_\_\_\_\_

\*Price per foot shall also include sweeping and cleanup of all excess limestone and/or granite chips by Contractor after application.

Chip sealing must be completed by no later than August 31<sup>st</sup>, 2023,  
and fog sealing no later than September 30<sup>th</sup>, 2023.

All Chipseal Locations



# South Main Parking Lot



\*\*\*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

*ATTEST: If a Corporation*

\_\_\_\_\_  
*Signature of Corporation Secretary*

\_\_\_\_\_  
*Federal Employer ID #*

CITY OF EAGLE RIVER:

\_\_\_\_\_  
Signature of Authorized City Agent

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
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.