RESOLUTION NO. 2022-52

(5-16-22)

RESOLUTION AUTHORIZING THE AWARDING OF A CONTRACT FOR BITUMINOUS CONCRETE SURFACING IN THE VILLAGE OF CALEDONIA FOR 2022

WHEREAS, the Village of Caledonia has requested bids for bituminous concrete surfacing of various roads within the Village for 2022. Two bids were received on May 11, 2022 and read publicly at 2:31 p.m. The low bidder was Payne & Dolan, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that a contract between the Village of Caledonia and Payne & Dolan, Inc. for bituminous concrete surfacing of various roads in the Village of Caledonia in 2022 as described in Exhibit A which is attached hereto and incorporated herein, is authorized and approved, at the following rates:

BASE BID

1.	Hot Mix Asphalt Surface Course	\$96.90 / Ton
	(5 LT 58-28 S)	
2.	Hot Mix Asphalt Binder Course	\$86.90 / Ton
	(3 LT 58-28 S)	
3.	Fine Grading for New Subdivision Road Paving	\$2.35 / SY
	(Stone will be provided)	,
4.	Asphalt Milling Special (Tapered)	\$2.90 / SY
	(5 LT 58-28 S)	,
5.	Asphalt Milling (Full Width)	\$3.70 / SY
	(3 LT 58-28 S)	************
6.	LRIP Asphalt Surface Course (est. 2,317 Tons)	\$96.90 / Ton
	(5 LT 58-28 S)	4,000
7.	LRIP Milling Special (Tapered)	\$2.90 / SY

BE IT FURTHER RESOLVED by the Caledonia Village Board that the Village President and Village Clerk are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this Resolution.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this day of May, 2022.

VILLAGE OF CALEDONIA

James R. Dobbs, Village President

Joslyn Hoeffert, Village Clerk

Tomas and		ľ			
	2022 Hot Mix Asphalt Paving		Payne & Dolan Inc	Asphalt Contractors Inc	ractore Inc
Item	Description	Unit	Unit Cost	tool finit	2000
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			2001	•	2.80

CONTRACT

THIS CONTRAC	CT made this 17th	day of	May , 2022	hv
and between	Payne & Dolan, Inc.		, 2022	ر ن ر
herein called the body, located in I called the "Owner	"Contractor" and the Village Racine County, Wisconsin. Tr".	of Caledonia he Village of	i, Wisconsin, a municipal Caledonia herein called	

WITNESSETH

For and in consideration of the mutual covenants herein contained the parties agree as follows:

ARTICLE 1 SCOPE OF WORK

The Contractor hereby agrees at its own cost and expense to perform, furnish and pay for all work, workmanship, materials, labor, utility services, tools, equipment, appliances, machinery, transportation, appurtenances, services and incidentals, and such additional items not specifically indicated or described that can be reasonably inferred as belonging to the item indicated or described and as required by good practice to provide a complete and satisfactory improvement, system or structure, of any nature whatsoever necessary or convenient to complete the construction of the 2022 HOT MIX ASPHALT PAVING, VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN (hereinafter referred to as the "Project") as shown on and as described in the:

2022 HOT MIX ASPHALT PAVING, VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

(hereinafter referred to as the "Contract Documents"), in a workmanlike manner and in strict conformity and full compliance with the Contract Documents herein mentioned and made a part of this Contract as fully and completely as if the same were fully set forth herein.



ARTICLE 2 CONTRACT PRICE

The Owner shall pay to the Contractor for the performance of this Contract in the manner and at the times provided in the Contract Documents, subject to the final computation of the exact units of work performed and the basis of the unit prices, and subject to any additions or deductions provided in the Contract Documents, and subject to adjustment in accordance with the Contract Documents. See attached Exhibit A for Unit Prices.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment the amounts computed hereunder and determined by the Contract Documents.

The Contractor agrees that if, within one year after the Completion Date Of The Work, any work provided by the Contractor or any of his subcontractors, suppliers or service providers is found by the Owner to be defective, or not in accordance with the Contract Documents, the Contractor shall, at the Contractor's sole cost and expense and without additional payment from Owner, promptly after receipt of a written notice from the Owner to do so, and in accordance with the Owner's instructions, either correct such work, or, if the work has been rejected by the Owner, remove and replace such work with work that is in accordance with the Contract Documents and not defective.

The Owner, in case the items under this Contract are not finished within the time required, or within an extended time approved in writing by the Owner, is authorized to take charge and finish the work at the expense of the Contractor and the sureties of the Contractor.

ARTICLE 3 COMPONENT PARTS OF THIS DOCUMENT

This Contract consists of the following component parts of the Contract Documents, all of which are hereby made a part of this Contract as fully and completely as if the same were fully set forth herein:

A. Notice to Bidders

D. Insurance and Liability Requirements

B. Proof of Responsibility

E. Contract

C. Bid Form

F. Special Provisions

The Contract Documents form a complete unit, and requirements called for by one are as binding as if called for by all.

ARTICLE 4 PAYMENT FOR LABOR, SERVICES, MATERIALS, PLANS AND SPECIFICATIONS

The Contractor specifically agrees to pay all claims for labor, services, materials, plans or specifications performed, furnished, procured, used or consumed that pertain to the work described in the Contract Documents, including without limitation because of enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline, motor oil, lubricating oil, greases, state imposed taxes, premiums for worker's compensation insurance and contributions for unemployment insurance, as the obligation of the Contractor.



IN WITNESS WHEREOF, we, the parties hereto, each hereby subscribe this Contract.

Payne & Dolan, Inc. (Name of Contractor)
Print Name: Todd B. Hughes Office: Print Name: Vice President Attest: Print Name: Augmand A. Posterick Office:
By: James R. Dobbs President
Attest: Joskyn Hoeffert Clerk
Provision has been made to pay the liability that will accrue under the above and foregoing Contract.
Wayne Krueger Date: 5/17/2022 Caledonia Finance Director





PAYMENT AND PERFORMANCE BOND

Bond No. 30155811

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,	
PAYNE & DOLAN, INC.	_(NAME)
1700 120th Avenue, Kenosha, WI 53144	_(ADDRESS)
(Hereinafter called "Contractor") as principal, and _WESTERN SURETY COMPANY	_(NAME)
151 N. Franklin Street, Chicago, IL 60606	_(ADDRESS)
a corporation organized and existing under the laws of the State of authorized to transact business in the State of Wisconsin (hereinafter calle are held and firmly bound unto the Village of Caledonia, Wisconsin "Owner") in the penal sum of	d the "Surety") as surety.
Five Hundred Thousand 00/100 Dollars	s (\$ <u>500,000.00</u>)
to be paid to the Village of Caledonia, for the payment of which sum well Contractor and Surety bind themselves and each of their heirs, p administrators, successors, and assigns, jointly and severally, firmly by the	ersonal representatives.
THE CONDITION OF THIS ORI IGATION IS SUCH THAT.	
THE CONDITION OF THIS OBLIGATION IS SUCH THAT: WHEREAS, the Contractor has entered into a certain written Contract	



NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT if the Contractor shall:

- (a) faithfully perform, carry out and comply with the covenants, terms and conditions of the Contract and the applicable specifications, to be by such Contractor performed;
- (b) within one year after the Completion Date Of The Work, at the Contractor's sole cost and expense and without additional payment from Owner, promptly after receipt of a written notice from the Owner to do so, and in accordance with the Owner's instructions. either correct any work provided by the Contractor or any of the Contractor's subcontractors, suppliers or providers that is found by the Owner to be defective, or not in accordance with the Contract Documents or, if the work has been rejected by the Owner, remove and replace such work with work that is in accordance with the Contract Documents and not defective:
- (c) pay over, make good and reimburse the Owner for all loss or damage which the Owner may sustain by reason of failure or default on the part of the Contractor;
- (d) and all subcontractors of the Contractor shall faithfully perform, carry out and comply with all contracts, whether express or

- implied, with every person and entity, including every subcontractor, supplier or service provider, for performing, furnishing or procuring labor, services, materials, plans or specifications for the purpose of making the improvements or performing the work that is the subject of the Contract;
- (e) make all payments as required by the terms and conditions of the Contract, and shall make payment to every person and entity, including every subcontractor, supplier or service provider, of all claims that are entitled to payment for labor, services, materials, plans or specifications performed, furnished or procured for the purpose of making the improvements or performing the work as provided in the Contract and as required under Section 779.14(1e)(a) of the Wisconsin Statutes; and
- (f) pay all claims for common law or statutory liens, liens provided in Section 779.15 of the Wisconsin Statutes, and all claims under Section 779.14(1e)(a) of the Wisconsin Statutes, arising from the work or labor, services, materials, plans or specifications performed, furnished, procured, used or consumed that pertain to the improvements or work as provided in the Contract;



then this obligation shall be void; otherwise it shall be and remain in full force and effect; it being expressly understood and agreed that if the Contractor shall:

- (a) fail to faithfully perform, carry out and comply with the covenants, terms and conditions of the Contract and the applicable specifications, to be by such Contractor performed;
- (b) fail to within one year after the Completion Date Of The Work, at the Contractor's sole cost and expense and without additional payment from Owner, promptly after receipt of a written notice from the Owner to do so, and in accordance with the Owner's instructions, either correct any work provided by the Contractor or any of the Contractor's subcontractors, suppliers or service providers that is found by the Owner to be defective, or not in accordance with the Contract Documents or, if the work has been rejected by the Owner, remove and replace such work with work that is in accordance with the Contract Documents and not defective;
- (c) fail to pay over, make good and reimburse the Owner for all loss or damage which the Owner may sustain by reason of failure or default on the part of the Contractor;
- (d) fail, or any subcontractors of the Contractor shall fail, to faithfully perform, carry out and comply with all contracts, whether express or implied, with every person and entity.

- including every subcontractor, supplier or service provider, for performing, furnishing or procuring labor, services, materials, plans or specifications for the purpose of making the improvements or performing the work that is the subject of the Contract;
- (e) fail to make all payments as required by the terms and conditions of the Contract, or shall fail to make payment to every person and entity, including every subcontractor, supplier or service provider, of all claims that are entitled to payment for labor, services, materials, plans or specifications performed, furnished or procured for the purpose of making the improvements or performing the work as provided in the Contract and as required under Section 779.14(1e)(a) of the Wisconsin Statutes; or
- (f) fail to pay all claims for common law or statutory liens, liens provided in Section 779.15 of the Wisconsin Statutes, or shall fail to pay all claims under Section 779.14(1e)(a) of the Wisconsin Statutes, arising from the work or labor, services, materials, plans or specifications performed, furnished, procured, used or consumed that pertain to the improvements or work as provided in the Contract;



the Surety shall promptly:

- (a) faithfully perform, carry out and comply with the covenants, terms and conditions of the Contract and the applicable specifications, to be by such Contractor performed;
- (b) within one year after the Completion Date Of The Work, at the Surety's sole cost and expense and without additional payment from Owner, promptly after receipt of a written notice from the Owner to do so, and in accordance with the Owner's instructions, either correct any work provided by the Contractor or any of the Contractor's subcontractors, suppliers or service providers that is found by the Owner to be defective, or not in accordance with the Contract Documents or, if the work has been rejected by the Owner, remove and replace such work with work that is in accordance with the Contract Documents and not defective:
- (c) pay over, make good and reimburse the Owner for all loss or damage which the Owner may sustain by reason of failure or default on the part of the Contractor;
- (d) faithfully perform, carry out and comply with all contracts of the Contractor or any subcontractor of the Contractor, whether express or implied, with every person and

- entity, including every subcontractor, supplier or service provider, for performing, furnishing or procuring labor, services, materials, plans or specifications for the purpose of making the improvements or performing the work that is the subject of the Contract;
- (e) make all payments as required by the terms and conditions of the Contract, and shall make payment to every person and entity, including every subcontractor, supplier or service provider, of all claims that are entitled to payment for labor, services, materials, plans or specifications performed, furnished or procured for the purpose of making the improvements or performing the work as provided in the Contract and as required under Section 779.14(1e)(a) of the Wisconsin Statutes; and
- (f) pay all claims for common law or statutory liens, liens provided in Section 779.15 of the Wisconsin Statutes, and all claims under Section 779.14(1e)(a) of the Wisconsin Statutes, arising from the work or labor, services, materials, plans or specifications performed, furnished, procured, used or consumed that pertain to the improvements or work as provided in the Contract.

In addition to any other rights or remedies that the Owner possesses to enforce this Bond, the Owner may maintain an action upon this Bond against the Contractor and Surety for recovery of damages under Section 779.14(2) of the Wisconsin Statutes.

PROVIDED HOWEVER, that the Surety, for value received, hereby stipulates and agrees that no assignment, modification or change of the Contract and no change, extension of time, alteration, modification or addition to the terms of the Contract Documents or to the work to be performed thereunder, shall in any way affect or release its obligation on this Bond, and it does hereby waive notice of any such assignment, modification or change of the Contract or change, extension of time, alteration, modification or addition to the terms of the Contract Documents or to the work to be performed thereunder.



Signed, sealed, and dated this <u>17th</u> day of _	May	, 2022 .
Payne & Dolan, Inc.		
(Name of Principal)		
By: MyBHrgy	AND AND RESIDENCE AND	
Print Name Todd B. Hughes Vice President	Office_	Vice President
Attest: Xuy V X		
Print Name	Office	
WESTERN SURETY COMPANY		
(Name of Surety)		
By:		MANAGE OF THE PROPERTY AND ADDRESS OF THE PROPERTY OF THE PROP
Print Name Trudy A. Szalewski Attorney-in-Fact	**************************************	
Approved:		
Village of Caledonia, Wisconsin		
By: Jim Dolfos		
Village President		
Attest: Joslyn Hoeffert Village Clerk	<i>V</i> .	

Note: All bonds signed by an agent of the Surety must be accompanied by a certified copy of the authority to act for the Surety at the time of the signing of this Bond. The date of the Bond must not be prior to the date of the Contract.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kelly Cody, Roxanne Jensen, Individually of Green Bay, Wisconsin Trudy A. Szalewski, Brian Krause, Andrew Marks, Individually of Milwaukee, Wisconsin

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of May, 2021.

WESTERN SURETY COMPANY

TO A D STANDARD OF THE STANDAR

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha

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On this 11th day of May, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
MOTARY PUBLIC SEAL SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this



WESTERN SURETY COMPANY

Ben

J. Relson, Assistant Secretary

Form F4280-7-2012



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER Aon Risk Services Central, Inc.	CONTACT NAME:			NOTICE OF STREET, STRE
Green Bay WI Office	PHONE (A/C. No. Ext):	(920) 437-7123	FAX (A/C. No.): (920) 431-63	345
1175 Lombardi Avenue Suite 350	E-MAIL ADDRESS:			
Green Bay WI 54304 USA		INSURER(S) AFFORDING CO	VERAGE	NAIC#
INSURED	INSURER A:	The Travelers Indemnit	y Co.	25658
Payne & Dolan, Inc. c/o Susan Taylor	INSURER B:	Travelers Property Cas	Co of America	25674
P.O. BOX 781 Waukesha WI 531870000 USA	INSURER C:	The Standard Fire Ins	Со	19070
waukesha wi 331870000 USA	INSURER D:			
	INSURER E:			
	INSURER F:			

COVERAGES	CERTIFICATE NUMBER: 570093145843	REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE REFEN REDUICED BY PAID CLAIMS

	XCLUSIONS AND CONDITIONS OF SUCH			REDUCED B	BY PAID CLAIN		hown are as requested
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В	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$10,000		CUP5809B39A2225 Umbrella	03/01/2022		EACH OCCURRENCE AGGREGATE	\$10,000,000 \$10,000,000
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB3L5963422225R Workers Compensation - WI UB4L04638A2225K Workers Compenation - Oth	03/01/2022	03/01/2023	X PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: JOB #253727 V/O CALEDONIA. VILLAGE OF CALEDONIA AND OTHERS REQUIRED BY CONTRACT ARE ADDITIONAL INSUREDS ON THE COMMERCIAL GENERAL LIABILITY POLICY PER THE TRAVELERS ADDITIONAL INSURED ENDORSEMENT #CG D6 04 02 19, AND ON THE AUTOMOBILE AND UMBRELLA POLICIES ON A PRIMARY AND NON-CONTRIBUTORY BASIS, IF REQUIRED BY CONTRACT, AND TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE NAMED INSURED. THE LIMIT OF LIABILITY COVERAGE WILL BE PER CONTRACT OR AS SHOWN ON THIS COI, WHICHEVER IS LESS. WAIVERS OF SUBROGATION APPLY TO THE GENERAL LIABILITY AND WORKERS COMPENSATION POLICIES IN FAVOR OF THE ADDITIONAL INSURED FOR CLAIMS TO THE EXTENT CAUSED BY THE NAMED INSURED'S NEGLIGENCE.

CERTIFICATE	HOLDER
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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Som Brogadon

VILLAGE OF CALEDONIA 5043 CHESTER LANE RACINE WI 53404 USA



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 05/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

	UCER				CONTACT					
			Central, I	nc.	NAME: PHONE	(920) 437-7123		FAX (920)) 421_624F	
		ay WI Offi mbardi Ave			(A/C. No.): (920) 431-0343 E-MAIL					
it	e 3	50			ADDRESS: PRODUCER F7000005013					
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		an Taylor x 781			INSURER D					
		a WI 53187	0000 USA		INSURER E					
					INSURER F					†
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		5043 CHES RACINE WI	TER LANE 53404 USA		AUTHORIZED REPRE	SENTATIVE . Som	Rin	: Services	Contral	1. Jan