

**2023 HOT MIX ASPHALT PAVING  
PROJECT 2023-01  
VILLAGE OF CALEDONIA  
RACINE COUNTY, WISCONSIN**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Village Clerk for Hot Mix Asphalt Paving of Village Roads. All bids must be submitted to the Village Clerk by **2:30 p.m., Wednesday, February 1<sup>st</sup>, 2023** at the Caledonia Village Hall, 5043 Chester Lane, Racine, Wisconsin. All bids received will be opened and publicly read at the Village Hall on Wednesday, February 1<sup>st</sup>, 2023 at 2:31 p.m. Bids shall be in a sealed envelope marked “2023 Hot Mix Asphalt Paving”. The work can be generally described as the resurfacing of roads in the Village. Certain roads will require full width milling and overlaying. The bid also includes the placement of binder and surface on brand new subdivision roads in coordination with the developer.

All proposals must be submitted on a form provided for the purpose and must be accompanied by a \$5,000.00 certified check or bid bond made payable to the Village of Caledonia Treasurer to guarantee that if the proposal is accepted, a contract will be entered into and a performance bond will be furnished pursuant to s. 779.14 WI Stats., in the amount of the total contract price.

The Village Board reserves the right to accept or reject any and all bids, to waive any informalities in bidding and to award a contract to the bidder, who will best serve the interests of the Village.

All work under this contract shall be in accordance with the State of Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, Current Edition, the Supplemental Specifications, Current Edition and these special provisions which are on file at the Caledonia Village Hall.

Electronic copies of the bid documents, in Portable Document Format (PDF), may be downloaded for free at [www.caledonia-wi.gov](http://www.caledonia-wi.gov).

Dated January 11<sup>th</sup>, 2023

Advertisement Dates: January 18<sup>th</sup>, 2023  
January 25<sup>th</sup>, 2023

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Joslyn Hoeffert  
Village Clerk

# 2023 HMA Paving Project Manual

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Village of Caledonia  
Project ID: 2023-01

January 2023



Village of Caledonia Engineering Department  
5043 Chester Lane, Racine, WI 53402  
ATTN: Ryan Schmidt, PE  
Village Engineer  
[rschmidt@caledonia-wi.gov](mailto:rschmidt@caledonia-wi.gov)

Project Manual for the  
2023 Hot Mix Asphalt Paving (Project #2023-01)  
Village of Caledonia, Racine County, Wisconsin

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Joslyn Hoeffert  
Village Clerk

**PROOF OF RESPONSIBILITY**

I hereby certify that all statements herein are made on behalf of

\_\_\_\_\_

(Name of Corporation submitting bid)

A Corporation organized and existing under the laws of the State of Wisconsin.

A Partnership consisting of \_\_\_\_\_

An Individual trading as \_\_\_\_\_

of the City (or County) of \_\_\_\_\_

State of \_\_\_\_\_

That I have examined and carefully prepared this proposal from the plans and specifications and have checked the same in detail before submitting this proposal, that I have full authority to make such statements and submit this proposal in (its) (their) behalf; and that said statements are true and correct.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public:

County:

My Commission expires \_\_\_\_\_.

**PROSECUTION AND PROGRESS:** Award of this contract is expected on February 14<sup>th</sup>, 2023. The successful bidder shall agree to start on a segment or segments of the total proposed work for the calendar year when notified by the Village of Caledonia Highway Operations Supervisor after the work has been awarded. Work on the segment or segments as directed shall commence within 21 calendar days after notification from the Village of Caledonia Highway Operations Supervisor. There are typically 3 to 4 notifications that occur during a calendar year. Any and all mobilization costs are incidental and are to be included in the bid prices for the placement of hot mix asphalt pavement.

When work on a segment or segments of the total proposed work begins, it shall continue at the rate of at least forty (40) hours per week until the proposed work or the segment(s) of the total proposed work for the calendar year is/are completed. If the successful bidder is unable to make satisfactory delivery during the period of this contract, the Village will meet its requirements by purchase on the open market and will charge any difference in price which they are required to pay to the account of the successful bidder.

**BID FORM**

OFFICIAL BID TO:  
VILLAGE BOARD, VILLAGE OF CALEDONIA  
RACINE COUNTY, WISCONSIN

**BASE BID**

	UNIT PRICE BID
1. Hot Mix Asphalt Surface Course (5 MT 58-28 S)	_____/Ton
2. Hot Mix Asphalt Binder Course (3 MT 58-28 S)	_____/Ton
3. Fine Grading for New Subdivision Road Paving (Stone will be provided)	_____/Ton
4. Asphalt Milling (Full Width)	_____/SY
5. Asphalt Milling (Special)	_____/SY

The Village makes no guarantees of any specific minimum purchase. The price quoted shall be fixed for the 2023 calendar year regardless of amount of material purchased.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address of Company

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## ***INSURANCE AND LIABILITY REQUIREMENTS***

LIABILITY AND INSURANCE – The Contractor shall provide and maintain from insurance companies acceptable to the Village of Caledonia, insurance to protect the Contractor, employees of the Contractor, Subcontractors of the Contractor, members of the public, Village of Caledonia and Engineer, and their authorized Officials, employees and agents, against all hazards and risks of loss. The Contractor shall also include the Village of Caledonia and Engineer as additional insureds in liability policies required by the Contract Documents with the exception of Worker’s Compensation. The Contractor shall not commence work under a Contract until he has obtained all insurance required hereunder and has filed certification thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with the Contractor. The insurance certification shall be in a form that is satisfactory to Owner and shall be signed and dated by an authorized representative of the insurance carrier(s).

- (A) Worker’s Compensation Insurance – The Contractor shall maintain during the life of this Contract the statutory coverage as required by Chapter 102 of the Statutes of the State of Wisconsin, as revised, and all acts amendatory thereof and supplementary thereto, for all employees of the Contractor, and Employer’s Liability Insurance in an amount not less than \$100,000 each accident, \$500,000 Disease Policy Limit and \$100,000 Disease Each Employee. All Subcontractors and suppliers of material shall furnish to the Contractor evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the Contractor.
- (B) Comprehensive General Liability and Property Damage Insurance – The Contractor shall maintain during the life of this Contract Comprehensive General Liability and Property Damage insurance coverage to protect the Contractor, employees of the Contractor, Subcontractors of the Contractor, members of the public, Village of Caledonia and Engineer, and their authorized Officials, employees and agents, against all claims arising from injuries to members of the public or damage to the property of others arising out of any act or omission of the Contractor or his agents, employees or Subcontractors. In addition, this coverage shall insure the contractual liability assumed by the Contractor under the Contract Documents. The scope of this coverage shall include commercial general liability, premises and operations, independent contractors, products liability and completed operations (which shall be maintained for a minimum period of 2 years after final payment), broad form property damage, contractual liability coverage, explosion and collapse hazard and underground hazard, all subject to the following limits:

***Bodily Injury and Property Damage:*** \$1,000,000 per occurrence and a \$2,000,000 per project General Aggregate



- (C) Comprehensive Automotive Liability and Property Damage Insurance - The Contractor shall maintain during the life of this Contract Comprehensive Automotive Liability and Property Damage insurance coverage to protect the Contractor, employees of the Contractor, Subcontractors of the Contractor, members of the public, Village of Caledonia and Engineer, and their authorized Officials, employees and agents, against all claims for injuries, including uninsured and underinsured motorists coverage, and accidental death to members of the public and damage to property of others arising from the use of motor vehicles, used on or off the construction site, whether they are owned, hired, or non-owned vehicles, all subject to the following limits:

***Bodily Injury and Property Damage:*** \$1,000,000 per occurrence.

- (D) Umbrella - The Contractor shall maintain during the life of this Contract Comprehensive Umbrella Liability covering all referenced liability policies in this contract in an amount no less than \$2,000,000.
- (E) Builder's Risk – The Contractor shall maintain during the life of this Contract Builder's Risk insurance coverage. This insurance shall protect the Contractor and the Village of Caledonia from all insurable risks of physical loss or damage to buildings, structures, and materials and equipment, not otherwise covered under Installation Floater insurance. It shall be of the “all risk” type, with coverages designed for the circumstances which may occur in the particular work included in the Contract. The amount of such insurance shall not be less than the insurable value of the work at completion, including the aggregate value of the buildings, structures, materials and equipment to be erected or installed by the Contractor, less the value of the materials and equipment insured under the Installation Floater insurance. If the work does not include the construction of buildings or structures, the Builder's Risk insurance may be omitted providing the Installation Floater insurance fully covers the work. In the event the property to be installed requires any off premises storage in a warehouse or storage area, the policy shall be extended to provide coverage including transit between such location and the place of installation. Builder's Risk insurance shall provide for losses to be payable to the Contractor and the Village of Caledonia as their interests may appear.

- (F) Installation Floater – The Contractor shall maintain during the life of this Contract Installation Floater insurance coverage. This insurance shall protect the Contractor and the Village of Caledonia from all insurable risks of physical loss or damage to materials and equipment, not otherwise covered under Builder’s Risk insurance, while in warehouses, storage areas, during construction, testing and after the work is completed. It shall be of the “all risk” type, with coverages designed for the circumstances which may occur in the particular work included in the Contract. The amount of such insurance shall not be less than the insurable value of the work at completion, including the aggregate value of the materials and equipment to be erected or installed by the Contractor, less the value of the materials and equipment insured under the Builder’s Risk insurance. In the event the materials or equipment to be installed requires any off premises storage in a warehouse or storage area, the policy shall be extended to provide coverage including transit between such location and the place of installation. Installation Floater insurance shall provide for losses to be payable to the Contractor and the Village of Caledonia as their interests may appear.

The Contractor shall file with the Village of Caledonia a certification of insurance containing an endorsement to the effect that cancellation or material change of such policies shall not be effective unless thirty (30) days written notice is given to the Village of Caledonia prior to such cancellation or material change.

**NOTES:** The required limits of liabilities may be obtained with primary liability policies or in combination with an umbrella excess liability policy. Limitations of insurance shall be those specified above, or in the declarations for said policies, whichever is greater. The insurance of the Contractor and all Subcontractors shall be primary and non-contributory. Any insurance maintained by the additional insureds named above shall be excess and non-contributory to the insurance of the Contractor and all Subcontractors.

**CONTRACT**

THIS CONTRACT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ herein called the "Contractor" and the Village of Caledonia, Wisconsin, a municipal body, located in Racine County, Wisconsin. The Village of Caledonia herein called called the "Owner".

**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 **2023 HOT MIX ASPHALT PAVING, VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN** (hereinafter referred to as the "Project") as shown on and as described in the:

**2023 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.

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Office: \_\_\_\_\_

Attest: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Office: \_\_\_\_\_

VILLAGE OF CALEDONIA, WISCONSIN

By: \_\_\_\_\_  
James R. Dobbs  
President

Attest: \_\_\_\_\_  
Joslyn Hoeffert  
Clerk

Provision has been made to pay the liability that will accrue under the above and foregoing Contract.

\_\_\_\_\_  
Caledonia Finance Director

Date: \_\_\_\_\_

## **SPECIAL PROVISIONS**

**GENERAL:** The work under this contract for the hot mix asphalt (HMA) paving of Village Roads in the Village of Caledonia shall conform to the requirements of the State of Wisconsin, Department of Transportation's Standard Specifications for Highway and Structure Construction (current edition), any supplemental specifications (current edition) and these special provisions. Omitted from the above requirements are the following Ride Quality (Section 440), Asphaltic Materials Sampling (Section 455.2.2) Asphaltic Materials Testing (Section 455.2.3), Cold Weather Paving (Section 450.3.2.1), Safety Edge (Section 450.3.2.11), Quality Management Program (Section 460.2.8), & HMA Pavement Density Maximum Density Method (Section 460.3.3).

**SCOPE OF WORK:** The work under this contract consists of the placement/paving of HMA pavement and all incidental items on Village Roads in Caledonia which will be identified by the Village Engineer. Saw Cutting and/or Milling of Butt Joints and Tack Coat are all incidental and are to be included in the bid prices. The project consists of a combination of rural roadways being overlaid and some subdivision roads being resurfaced. Certain roads will require milling prior to asphalt placement due to the existing condition of the top wear layer. In addition, there is subdivision paving and fine grading that will be required on an as-needed basis in coordination with development.

**MIX DESIGN:** At least five (5) days prior to the beginning of operations under this contract, the contractor shall submit one copy of the proposed mix design for binder and surface courses to the Engineer for approval. The Contractor shall use 5 MT 58-28 S for the surface mix and 3 MT 58-28 S for the binder mix.

**THICKNESS OF HMA PAVEMENT:** New overlays shall consist of a nominal 3" overlay placed in 2 – 1.5" lifts. A Surface Course may be placed up to 2" thick in one lift. Areas with greater than 2" of proposed HMA Surface shall be placed in 2 lifts of 1 ½" each. For a scratch or leveling course, see Corrections of Sags and Depressions. New Subdivision roads requiring a binder course shall place the material in 2 – 2-1/4" lifts with one surface lift of 1.5". Areas designated as Mill and Overlay will require a nominal 2" lift of asphalt placed after the surface has been milled.

**WORK BY OTHERS:** All existing utility manholes which fall within the project limits will be adjusted by the utility prior to commencement of this paving project.

**TRAFFIC:** The Village Roads on which these projects are located shall remain open to public travel at all times during construction operations under this contract and the contractor will be required to prosecute all work in such a manner as to interfere as little as possible with traffic.

**COMPLETION DATE:** All paving work should be completed by November 17<sup>th</sup>, 2023.

**BARRICADES AND SAFETY PRECAUTIONS:** The Contractor shall maintain all traffic control devices such as, barricades, flares, fences, flasher lights, flag men and all other means as are necessary and in conformance with the MUTCD for the general safety and welfare of the public during the life of the project.

**PRIVATE DRIVEWAYS:** Private drives and side roads, having existing asphalt, shall be provided with a suitable apron. In some cases, extending the apron over the existing drainage culvert may be necessary.

**MEASUREMENT AND PAYMENT:** The items of HMA binder course and HMA surface course will be determined by measuring the net weights of material mixture incorporated into the work. These items will be paid for at the contract unit price per ton (2,000 pounds) incorporated into the work. All Saw Cutting and Milling of Butt Joints, placement of Tack Coat and/or Primer Coat are incidental and are to be included in bid prices for HMA binder course and/or HMA surface course.

Such payment shall be full compensation for all materials, tools, equipment and incidentals necessary to complete the work contemplated by the contract.

Payment will be made upon receipt of an invoice for the quantity of material incorporated into the work. Lien waivers and an affidavit of compliance with prevailing wage rates as necessary are required with each request for payment.

The Village makes no guarantees of any specific minimum purchase. The price quoted shall be fixed for the 2023 calendar year regardless of amount of material purchased. Below, please find a list of prior year's purchases.

**TRANSPORTATION AND PLACEMENT:** The specifications for transportation and placement of the HMA pavements shall conform to Section 450 of the State of Wisconsin, Department of Transportation's Standard Specifications for Highway and Structure Construction (current edition). The placing of pavement shall be conducted so that a minimum of longitudinal joints will be exposed at the end of each day's construction.

**TESTING OF BITUMINOUS PAVEMENTS:** The contractor shall provide and maintain a Quality Control program. A Quality Control program is defined as all activities, including mix design process control inspection, sampling and testing, and the necessary adjustments in the process that are related to the production and placing of a hot mix asphaltic pavement which meets the requirements of the specifications. Material, which is produced out of tolerance, shall be paid at 85% of the bid price.

**CORRECTION OF SAGS AND DEPRESSIONS:** This item shall include the correction of sags, depressions, or variations in crown in the existing pavement where and as necessary to produce satisfactory riding qualities in the finished surface. Such corrective work shall be accomplished by placing wedge or filler courses of HMA in locations and to the extent indicated by the Engineer in the field. The courses may be placed by hand, blade grader, or mechanical spreader methods, but all in any

case be feathered out as required to become compatible with contiguous area and thoroughly rolled to maximum density. The cost to place scratch coats will be paid for under the per ton bid item for asphalt surface mix.

**ENGINEER:** The term Engineer referred to under this contract shall be the Village of Caledonia Highway Operations Supervisor, the Village Engineer, or his authorized representative limited by the particular duties entrusted to him.

**DELIVERY TICKETS:** It shall be the obligation of the Contractor to obtain and provide copies of weigh bills and delivery tickets to the inspector as work progresses. Payment quantities shall be determined from the approved weigh bills and delivery tickets.

**FINE GRADING FOR NEW SUBDIVISION ROAD PAVING:** The contractor shall provide equipment and labor necessary to fine grade new subdivision roadways to within 0.05' of plan grades, prior to paving the first course of binder. The developer's contractor will provide the stone and necessary trucking needed to get the stone to the proper grade. A coordination meeting between the Developer's contractor and Paving contractor will be required.

**ASPHALT MILLING SPECIAL:** The contractor shall provide a milling machine capable of removing approximately 4' of pavement adjacent to concrete curb and gutter. The milled area will taper from approximately 1.5" inches in depth at the flange of the curb to flush with the existing pavement 4' away. This type of milling will be used on Eastwood Ridge. The road is very tight and circular with curb on the outside edge only. The Contractor may choose to mill this in the most efficient and effective way possible. The cost to mill a tapered 4' wide path along the curb will be paid for by the square yard as measured in the field.

The millings will be property of the Village and will need to be trucked to the Highway Department storage yard (6922 Nicholson Rd). If Village dump trucks are available the day of milling, they can be used to transport the millings. Work with the Caledonia Highway Operations Supervisor for scheduling. The item will be measured by the SY. Acceptance of millings is exclusive to special millings and not full width milling.

**ASPHALT MILLING – BUTT JOINTS:** The milling of butt joints against driveways or along curbs and manholes shall be included in the price per ton for asphalt surface. This includes subdivision streets that were paved the previous year that have a wedge along the flange of the curb. These same roads will now receive their surface layer and will require the milling of the asphalt wedge along the curb for the length of the street. These wedges are approximately two (2) feet wide and 1.5" deep at the flange of the curb. The cost to provide the equipment to mill this existing wedge along curbs, driveways, and manholes, and haul away the grindings shall be included in the per TON price of HMA –Surface Course.



**ASPHALT MILLING – FULL WIDTH:** Certain roads within the paving limits will require milling of the asphalt pavement at a nominal 2.0” depth for the width of the road (Typical 22’ wide). The contractor shall provide the equipment, material, and labor necessary to complete this work. The item will be measured by the square yard. The millings shall become the responsibility of the Contractor and shall be included in the SY price for full width milling. The Contractor may contact the Highway Operations Supervisor to see if any millings are needed.

- HISTORICAL ASPHALT AMOUNTS -

<b><i>Prior Years</i></b>	<b><i>Binder / Tons</i></b>	<b><i>Surface / Tons</i></b>
2022	804.68	6,765.14
2021	1299.05	±10,072
2020	1443.30	12285.33
2019	2,225.14	7,735.33
2018	1,125.88	10,206.35
2017	3,318	8,808.83
2016	0	12,585.07
2015	374.88	8,801.88
2014	536.54	14,043.03
2013	5,680.33	4,807.25
2012	0	6,155.70

## PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

\_\_\_\_\_ (NAME)

\_\_\_\_\_ (ADDRESS)

(Hereinafter called "Contractor") as principal, and

\_\_\_\_\_ (NAME)

\_\_\_\_\_ (ADDRESS)

a corporation organized and existing under the laws of the State of \_\_\_\_\_  
and authorized to transact business in the State of Wisconsin (hereinafter called the  
"Surety") as surety, are held and firmly bound unto the Village of Caledonia, Wisconsin,  
hereinafter called the "Owner") in the penal sum of

\_\_\_\_\_ Dollars  
(\$\_\_\_\_\_)

to be paid to the Village of Caledonia, for the payment of which sum well and truly to be  
made the Contractor and Surety bind themselves and each of their heirs, personal  
representatives, administrators, successors, and assigns, jointly and severally, firmly by  
these presents, as follows.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has entered into a certain written Contract (hereinafter called  
the "Contract") dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ with the  
Owner for the **2023 Hot Mix Asphalt Paving**, (Project #2023-01), which Contract, and  
the component parts of the Contract referenced in the Contract as the Contract  
Documents (hereinafter called the "Contract Documents"), are made a part hereof as fully  
and completely as if the same were set forth herein.

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 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) 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Name of Principal)

By: \_\_\_\_\_

Print Name \_\_\_\_\_ Office \_\_\_\_\_

Attest: \_\_\_\_\_

Print Name \_\_\_\_\_ Office \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_

Print Name \_\_\_\_\_  
Attorney-in-Fact

Approved:

Village of Caledonia, Wisconsin

By: \_\_\_\_\_

Jim Dobbs  
Village President

Attest: \_\_\_\_\_

Joslyn Hoeffert  
Village Clerk

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.