

RESOLUTION NO. 2023-07

RESOLUTION AUTHORIZING THE AWARDING OF A CONTRACT FOR HOT MIX ASPHALT PAVING IN THE VILLAGE OF CALEDONIA FOR 2023

WHEREAS, the Village of Caledonia has requested bids for hot mix asphalt paving of various roads within the Village for 2023. Two bids were received on February 1st, 2023 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 hot mix asphalt paving and resurfacing of various roads in the Village of Caledonia in 2023 as described in Exhibit A which is attached hereto and incorporated herein, is authorized and approved, at the following rates:

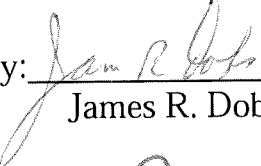
BASE BID

- | | |
|-----------------------------------------------------------------------------|---------------|
| 1. Hot Mix Asphalt Surface Course (5 MT 58-28 S) | \$77.65 / Ton |
| 2. Hot Mix Asphalt Binder Course (3 MT 58-28 S) | \$69.70 / Ton |
| 3. Fine Grading for New Subdivision Road Paving (Stone will be provided) | \$1.00 / SY |
| 4. Asphalt Milling Special (Full Width) | \$3.10 / SY |
| 5. Asphalt Milling (Special) | \$7.90 / 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 14 day of February 2023.

VILLAGE OF CALEDONIA

By: 
James R. Dobbs, Village President

Attest: 
Joslyn Hoeffert, Village Clerk

| 2022 Hot Mix Asphalt Paving | | | Payne & Dolan Inc | Asphalt Contractors Inc |
|-----------------------------|-----------------------------------------------|-------------|-------------------|-------------------------|
| <i>Item</i> | <i>Description</i> | <i>Unit</i> | <i>Unit Cost</i> | <i>Unit Cost</i> |
| 1 | Hot Mix Asphalt Surface Course (5 MT 58-28 S) | Ton | \$ 77.65 | \$ 106.00 |
| 2 | Hot Mix Asphalt Binder Course (3 MT 58-28 S) | Ton | \$ 69.70 | \$ 99.00 |
| 3 | Fine Grading for New Subdivisions Road Paving | SY | \$ 1.00 | \$ 4.50 |
| 4 | Asphalt Milling Special (Tapered) | SY | \$ 3.10 | \$ 3.00 |
| 5 | Asphalt Milling (Full Width) | SY | \$ 7.90 | \$ 8.00 |

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**

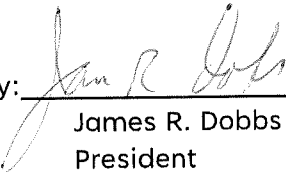
The Contractor specifically agrees to pay all claims for labor, services, materials, plans or specifications performed, furnished, procured, used or consumed that pertain to the work described in the Contract Documents, including without limitation because of enumeration, fuel, lumber, building materials, 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.

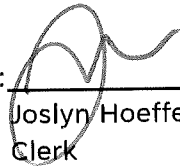
(Name of Contractor)

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: 2-14-23

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 _____

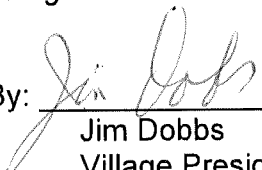
(Name of Surety)

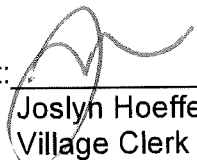
By: _____

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.