

**RESOLUTION NO. 2024-055  
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO  
A CONTRACT WITH WILLKOMM EXCAVATING AND GRADING, INC. FOR THE  
CRAWFORD PARK MASS GRADING PROJECT**

The Village Board for the Village of Caledonia, Racine County, WI do resolve as follows:

**WHEREAS**, the Village of Caledonia has requested bids for the Crawford Park Mass Grading Project #2024-02 which includes the mass grading, storm water pond installation, landscaping, and asphalt trail installation on the remaining undeveloped portion of Crawford Park; and

**WHEREAS**, six bids were received on April 10, 2024, and read publicly at 2:31 PM. The lowest responsible bidder was Willkomm Excavating and Grading, Inc. for a total project amount of \$772,791.99 and as shown on the Bid Tab included in **Exhibit A**; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Village Board of the Village of Caledonia, that a contract between the Village of Caledonia and Willkomm Excavating and Grading, Inc. for the Crawford Park Mass Grading Project, is authorized, and approved at the rates as listed in **Exhibit A**.

**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 23 day of April, 2024.

**VILLAGE OF CALEDONIA**

By: Thomas P. Weatherston  
Thomas Weatherston  
Village President

Attest: Jennifer Olsner  
Jennifer Olsner  
Village Clerk

2024-02 Crawford Park Mass Grading			Wilkomm Excavating & Grading		A.W. Oakes & Son		C.W. Purpero, Inc.		Genesis Excavators, Inc.		DK Contractors, Inc.		CK Contractors, LLC		
Item	Description	Unit	Ext. Quantity	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price
SPV.0035.01	Pond Excavation (North Pond) and Grading	CY	1,500	7.03	10,545.00	9.00	13,500.00	18.50	27,750.00	15.20	22,800.00	11.00	16,500.00	26.00	39,000.00
SPV.0035.02	Pond Excavation (South Pond 1) and Grading	CY	9,500	4.39	41,705.00	5.25	49,875.00	8.75	83,125.00	10.00	95,000.00	11.00	104,500.00	6.50	61,750.00
SPV.0035.03	Pond Excavation (South Pond 2) and Grading	CY	4,500	5.51	24,795.00	6.50	29,250.00	10.25	46,125.00	9.75	43,875.00	11.00	49,500.00	12.00	54,000.00
SPV.0035.04	Clay Liner (Pond)	CY	250	15.05	3,762.50	15.00	3,750.00	27.00	6,750.00	29.00	7,250.00	7.00	1,750.00	42.50	10,625.00
SPV.0035.05	Remove Existing Berms, Level Site, and Grade	CY	2,000	7.86	15,720.00	10.50	21,000.00	14.50	29,000.00	8.00	16,000.00	11.00	22,000.00	14.90	29,800.00
SPV.0035.06	Topsoil Strip and Stockpile (4-20 acres)	CY	34,500	6.81	234,945.00	7.25	250,125.00	4.75	163,875.00	6.55	225,975.00	8.00	276,000.00	4.20	144,900.00
SPV.0090.01	Storm Sewer (12-inch Diameter, HDPE)	LF	700	34.15	23,905.00	46.00	32,200.00	62.00	43,400.00	58.00	40,600.00	49.00	34,300.00	27.80	19,460.00
SPV.0090.02	Storm Sewer (18-inch Diameter, HDPE)	LF	1,100	40.36	44,396.00	55.50	61,050.00	73.00	80,300.00	66.00	72,600.00	64.00	70,400.00	36.00	39,600.00
SPV.0090.03	Storm Sewer (12-inch Diameter, RCP)	LF	65	63.12	4,102.80	69.00	4,485.00	67.00	4,355.00	95.00	6,175.00	114.00	7,410.00	91.00	5,915.00
SPV.0090.04	Storm Sewer (18-inch Diameter, RCP)	LF	470	62.98	29,600.80	70.50	33,135.00	93.00	43,710.00	88.00	41,360.00	76.00	35,720.00	83.50	39,245.00
SPV.0090.05	Storm Sewer (24-inch Diameter, RCP)	LF	225	79.68	17,928.00	85.00	19,125.00	114.00	25,650.00	107.00	24,075.00	100.00	22,500.00	116.50	26,212.50
SPV.0060.01	Flared End Section, 12" CMP	EA	3	1,761.14	5,283.42	336.00	1,008.00	1,040.00	3,120.00	600.00	1,800.00	596.00	1,798.00	1,605.00	4,815.00
SPV.0060.02	Flared End Section, 18" RCP	EA	5	1,784.41	8,922.05	2,100.00	10,500.00	2,075.00	10,375.00	2,670.00	13,350.00	1,994.00	9,970.00	2,550.00	12,750.00
SPV.0060.03	Flared End Section, 24" RCP	EA	1	3,002.08	3,002.08	2,600.00	2,600.00	2,600.00	2,600.00	3,600.00	3,600.00	2,591.00	2,591.00	4,631.00	4,631.00
SPV.0060.04	18" ADS Drain Basin, 18" ADS Standard Grate	EA	11	2,613.83	28,752.13	2,300.00	25,300.00	2,075.00	22,825.00	3,475.00	38,225.00	1,848.00	20,328.00	3,550.00	39,050.00
SPV.0060.05	2'X3' Inlet, Neenah F&G	EA	1	6,679.46	6,679.46	6,000.00	6,000.00	6,745.00	6,745.00	4,150.00	4,150.00	5,367.00	5,367.00	7,875.00	7,875.00
SPV.0060.06	48" Manhole, Neenah F&G	EA	4	3,896.87	15,587.48	3,800.00	15,200.00	2,600.00	10,400.00	4,250.00	17,000.00	2,935.00	11,740.00	4,777.00	19,108.00
SPV.0060.07	60" Manhole, Neenah F&G	EA	1	5,463.47	5,463.47	4,600.00	4,600.00	3,375.00	3,375.00	6,050.00	6,050.00	3,933.00	3,933.00	6,999.00	6,999.00
SPV.0060.08	North Pond OCS	EA	1	4,032.42	4,032.42	5,000.00	5,000.00	2,600.00	2,600.00	3,950.00	3,950.00	3,287.00	3,287.00	6,347.00	6,347.00
SPV.0060.09	South Pond OCS	EA	1	3,933.08	3,933.08	5,000.00	5,000.00	2,600.00	2,600.00	3,800.00	3,800.00	3,031.00	3,031.00	6,069.00	6,069.00
SPV.0090.01	Remove and Replace Curb and Gutter, Match Existing	LF	30	206.95	6,208.50	145.00	4,350.00	135.00	4,050.00	130.00	3,900.00	158.00	4,740.00	460.00	13,800.00
SPV.0005.01	Restoration, Seeding & Mulch (Entire Existing Farm Field)	AC	19.5	4,139.00	80,710.50	3,950.00	77,025.00	5,100.00	99,450.00	4,000.00	78,000.00	3,730.00	72,735.00	14,383.00	280,468.50
SPV.1080.02	Erosion Control	LS	1	53,278.00	53,278.00	52,000.00	52,000.00	21,750.00	21,750.00	25,750.00	25,750.00	10,645.00	10,645.00	22,833.00	22,833.00
				\$	673,257.49	\$	726,078.00	\$	743,930.00	\$	795,285.00	\$	790,705.00	\$	895,253.00
<b>ALTERNATE BID</b>															
SPV.0195.01	Base Aggregate (6" Under HMA Path)	TON	850	29.52	25,092.00	21.00	17,850.00	30.00	25,500.00	36.00	30,600.00	44.00	37,400.00	53.00	45,050.00
SPV.0195.02	HMA Surface, 1.75"	TON	250	135.35	33,837.50	138.00	34,500.00	130.00	32,500.00	134.00	33,500.00	142.00	35,500.00	175.20	43,800.00
SPV.0195.03	HMA Binder, 2.25"	TON	300	135.35	40,605.00	138.00	41,400.00	125.00	37,500.00	134.00	40,200.00	143.00	42,900.00	175.20	52,560.00
				\$	99,534.50	\$	93,750.00	\$	95,500.00	\$	104,300.00	\$	115,800.00	\$	141,410.00
<b>Base Bid</b>															
				\$	673,257.49	\$	726,078.00	\$	743,930.00	\$	795,285.00	\$	790,705.00	\$	895,253.00
<b>Alt. Bid</b>															
				\$	99,534.50	\$	93,750.00	\$	95,500.00	\$	104,300.00	\$	115,800.00	\$	141,410.00
<b>Total Bid</b>															
				\$	772,791.99	\$	819,828.00	\$	839,430.00	\$	899,585.00	\$	906,505.00	\$	1,036,663.00

2024-02 Crawford Park Mass Grading		Total Base Bid		ALTERNATE BID		Total Base Bid		Total Alternate Bid	
Item	Description	Unit	Ext. Quantity	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price
				\$	673,257.49	\$	726,078.00	\$	743,930.00
				\$	99,534.50	\$	93,750.00	\$	95,500.00
				\$	772,791.99	\$	819,828.00	\$	839,430.00
				\$	673,257.49	\$	726,078.00	\$	743,930.00
				\$	99,534.50	\$	93,750.00	\$	95,500.00
				\$	772,791.99	\$	819,828.00	\$	839,430.00
				\$	673,257.49	\$	726,078.00	\$	743,930.00
				\$	99,534.50	\$	93,750.00	\$	95,500.00
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				\$	99,534.50	\$	93,750.00	\$	95,500.00
				\$	772,791.99	\$	819,828.00	\$	839,430.00
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				\$	99,534.50	\$	93,750.00	\$	95,500.00
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				\$	673,257.49	\$	726,078.00	\$	743,930.00
				\$	99,534.50	\$	93,750.00	\$	95,500.00
				\$	772,791.99	\$	819,828.00	\$	839,430.00
				\$	673,257.49	\$	726,078.00	\$	743,930.00
				\$	99,534.50	\$	93,750.00	\$	95,500.00
				\$	772,791.99	\$	819,828.00	\$	839,430.00
				\$	673,257.49	\$	726,078.00	\$	743,930.00
				\$	99,534.50	\$	93,750.00	\$	95,500.00
				\$	772,791.99	\$	819,828.00	\$	839,430.00
				\$	673,257.49	\$	726,078.00	\$	743,930.00
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				\$	772,791.99	\$	819,828.00	\$	839,430.00
				\$	673,257.49	\$	726,078.00	\$	743,930.00
				\$	99,534.50	\$	93,750.00	\$	95,500.00
				\$	772,791.99	\$	819,828.00	\$	839,430.00
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				\$	99,534.50	\$	93,750.00	\$	95,500.00
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				\$	772,791.99	\$	819,828.00	\$	839,430.00
				\$	673,257.49	\$	726,078.00	\$	743,930.00
				\$	99,534.50	\$	93,750.00	\$	95,500.00
				\$	772,791.99	\$	819,828.00	\$	839,430.00
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				\$	99,534.50	\$	93,750.00	\$	95,500.00
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				\$	99,534.50	\$	93,750.00	\$	95,500.00
				\$	772,791.99	\$	819,828.00	\$	839,430.00
				\$	673,257.49	\$	726,078.00	\$	743,930.00
				\$	99,534.50	\$	93,750.00	\$	95,500.00
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				\$	99,534.50	\$	93,750.00	\$	95,500.00
				\$	772,791.99	\$	819,828.00	\$	839,430.00
				\$	673,257.49	\$	726,078.00	\$	743,930.00
				\$	99,534.50	\$	93,750.00	\$	95,500.00
				\$	772,791.99	\$	819,828.00	\$	839,430.00
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				\$	99,534.50	\$	93,750.00	\$	95,500.00
				\$	772,791.99	\$	819,828.00	\$	839,430.00
				\$	673,257.49	\$	726,078.00	\$	743,930.00
				\$</					



## **Addendum No. 1**

### **Crawford Park Mass Grading Project #2024-02 Village of Caledonia Racine County, WI**

**Issue Date: April 5, 2024**

**To: All holders of the Plans and Contract Documents**

This addendum addresses the following questions/clarifications and project manual changes. The prospective bidder shall remove the original project manual and replace it with the attached project manual. Changes and Clarifications have been highlighted in yellow for your assistance.

### **Questions/Clarifications**

**Q: Is the hydrant removal a part of this project?**

**A: No, please disregard the hydrant removal item. This is not applicable to the project as bid and is part of a future project.**

**Q: Is the sledding hill a part of this project?**

**A: No, the finish grading of the sledding hill is not part of this project. Excess fill material may be stockpiled at this location so no material will be required to leave the site. There is currently 2,800 CY of fill material stockpiled at this location already. Please bid accordingly.**

**Q: Is the paving, parking lot, or sidewalks a part of this project?**

**A: No, please disregard all paving as shown on the plans other than the perimeter trail included with the alternate bid. This is not applicable to the project as bid and is part of a future project.**

**Q: Do all 4-access locations need a tracking pad as shown on Plan Sheet ?**

**A: No, please disregard all 4 locations. Only 1 tracking pad location will be required for the project as very little material will be brought in/hailed out for the duration of the project. A standard detail will be added to the Appendix. The Village recommends either the far west access or the far east access be utilized. Please bid accordingly.**

**Q: Is there a TRM Detail?**

**A: No. The TRM information has been updated in the special provisions and shall be installed per the manufacturer's specifications.**

# Project Manual Updates

## Table of Contents/Appendix

- The Table of Contents has now been updated to include 4 standard detail drawings from the WisDOT specifications showing erosion control details to supplement the plan set. These have been included in the Appendix.

## Special Provisions

### SPV.0035.01/02/03 Pond Excavation and Grading

#### SPV.0035.04 Clay Liner (Pond)

- Language has been added to clarify the TRM installation on spillways.
- *“Excavation and grading of berms and spillways shall follow the line and grade shown on the plans. Turf Reinforcement Mat (TRM) shall be used and installed in accordance with manufacturer requirements and as directed by the Owner for berm and spillway stabilization. The TRM shall be installed for the width of the spillway and be installed at the 100-year elevation on the pond side to the toe of the slope on the back side.”*

### SPV.0035.05 Remove Existing Berms, Level Site, and Grade

#### SPV.0035.06 Topsoil Strip, Stockpile, and Spread

- The description of work was further clarified, and an additional sentence was added regarding the sledding hill.
- *“**Description.** This special provision.....The Sledding Hill is not part of the proposed grading project but may be utilized for stockpiling excess fill material in its location.”*

### SPV.0060.01 Flared End Section, 12-Inch CMP

#### SPV.0060.02 Flared End Section, 18-Inch RCP

#### SPV.0060.03 Flared End Section, 24-Inch RCP

- The Description, Materials, Construction and Measurement and Payment of the End Section Items has been clarified and updated in the Special Provisions.
- *“**Description.** This special provision describes the installation of Flared End Sections with varying materials and supplements sections of the Standard Specifications. Rip Rap is to be installed per Item 5 of the Storm Sewer Notes on Page 1 of the Project Plan Set.”*
- *“**Materials.** Furnish materials that comply with WisDOT Standard Specifications. RCP flared end sections shall have trash grates and be tie bolted for a minimum of 3 sections back. Medium Rip Rap is required on all 18” and 24” end sections.”*
- *“**Construction.** Construct as specified in the standard specifications and shall include all labor, equipment, materials, excavation, bracing, tie bars, rip rap,....”*
- *“**Measurement and Payment.** The measurement.....excavation, bedding, rip rap,.....”*

Please contact the Village Engineer, Ryan Schmidt, at 262-835-6475 or [rschmidt@caledonia-wi.gov](mailto:rschmidt@caledonia-wi.gov) with any additional questions or clarifications.

**\*Please acknowledge receipt of this addendum and mark it in the Bid Form of the Project Manual prior to submission\*.**

# Crawford Park Mass Grading Project Manual

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Village of Caledonia  
Project ID: 2024-02

March 2024

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  
Crawford Park Mass Grading (Project #2024-02)  
Village of Caledonia, Racine County, Wisconsin

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- Ditch Check Detail

**CRAWFORD PARK MASS GRADING  
PROJECT 2024-02  
VILLAGE OF CALEDONIA  
RACINE COUNTY, WISCONSIN**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Village Clerk for the Crawford Park Mass Grading Project. All bids must be submitted to the Village Clerk by **2:30 p.m., Wednesday, April 10<sup>th</sup>, 2024** 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, April 10<sup>th</sup>, 2024 at 2:31 p.m. Bids shall be in a sealed envelope marked "Crawford Park Mass Grading". The work can be generally described as the mass grading and restoration of the approximately 18 acres of Village Owned farmland and existing park area adjacent to Crawford Park and creation of 3 storm water ponds. On-site storm sewer systems will be required for the ponds and general site drainage. An alternative will be included for asphalt pavement trail installation around the perimeter of the park space to connect to the existing trail system. Approximate values are estimated as follows for the base project:

- 20,000 CY Topsoil Stripping
- 15,500 CY Pond Excavation & Grading
- 2,000 CY Berm Removal
- 2,600 LF Storm Sewer
- 16 AC Restoration, Seeding, and Mulch
- Alternate Bid – 500 TON Asphalt Pedestrian Trail.

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 in the amount of 5% of the bid, whichever is greater, 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, Sewer and Water Construction Standards for Wisconsin, Current Edition and this project's special provisions on file.

**The project manual shall be available by Wednesday, March 27<sup>th</sup>, 2024.** Please contact the Village Engineer at 262-835-6475 or [rschmidt@caledonia-wi.gov](mailto:rschmidt@caledonia-wi.gov) to receive electronic copies of the bid documents, in Portable Document Format (PDF).

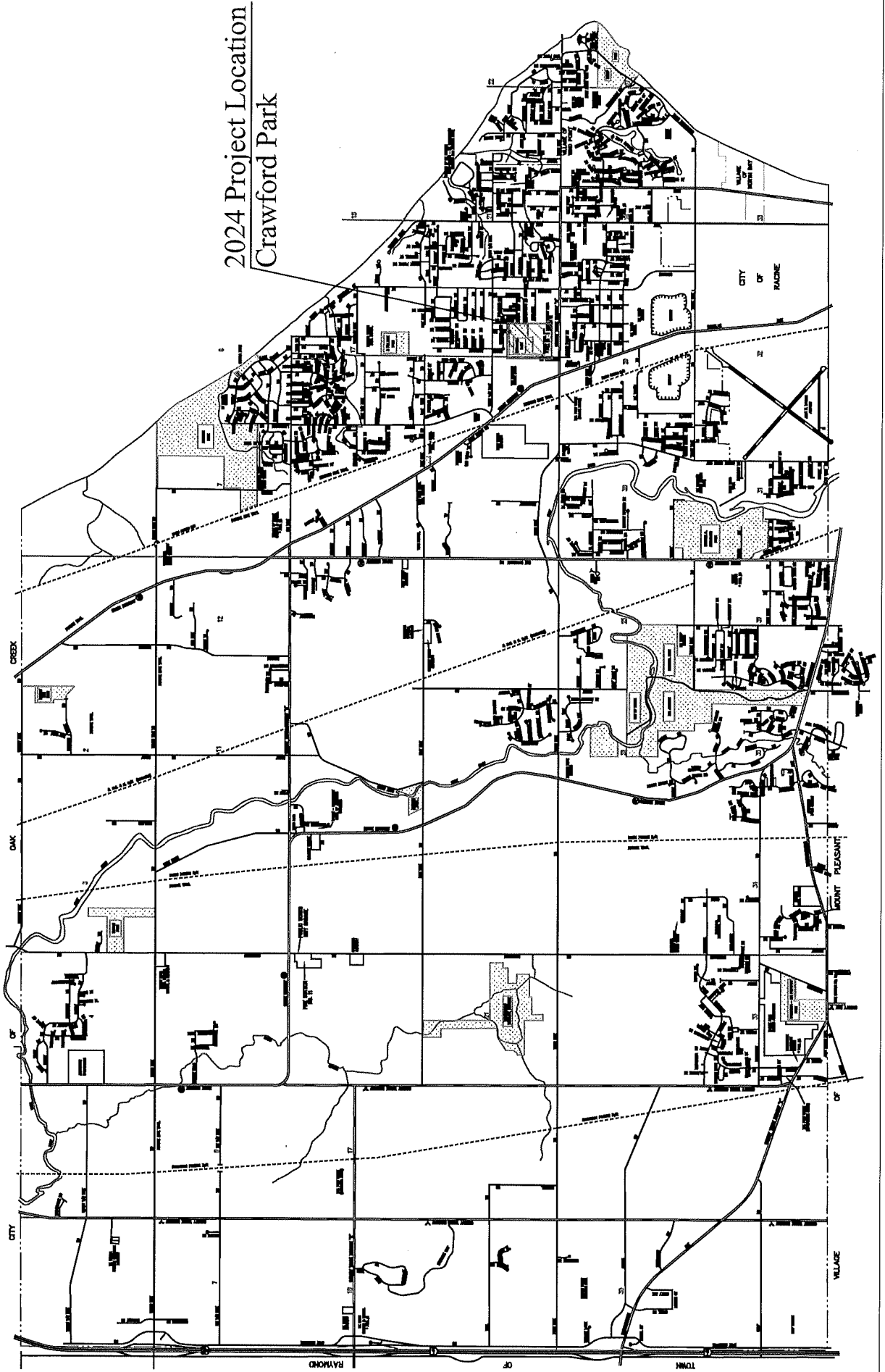
Dated : March 20<sup>th</sup>, 2024

Advertisement Dates: **March 27<sup>th</sup>, 2024 | April 3<sup>rd</sup>, 2024**

By: Jennifer Olsen – Village Clerk – Village of Caledonia



Project Location Map  
2024-02 Crawford Park Mass Grading





# **INSTRUCTION TO BIDDERS VILLAGE OF CALEDONIA**

## **1. COPIES OF BIDDING DOCUMENTS**

Complete sets of bidding documents shall be used in preparing Bids; neither the Village nor Village Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

## **2. QUALIFICATION OF BIDDERS**

Bidders shall complete the Bidder's Proof of Responsibility Form in conjunction with the bid submittal. If the Bidder submitted an annual Pre-Qualification form at the beginning of the year, the contractor will not be required to submit Qualifications for every contract bid by the Village in that year. Bidders may use their own forms or Village forms. Village forms may be obtained digitally by contacting the e-mail address listed on the front cover of these bidding documents.

## **3. EXAMINATION OF BIDDING DOCUMENT, SITE AND OTHER RELATED DATA**

The Village and its Consulting Engineer have identified to the best of its knowledge information relative to soil conditions, hazardous materials, and existing utilities for design purposes only. It is the responsibility of the Bidder to visit the site and become familiar with the site conditions that may affect cost progress or performance of the work. Bidder shall have knowledge of federal, state and local laws and regulations that may affect the bid. Bidder shall become aware of the general nature of the work to be performed and promptly give the Village written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the bidding documents and confirm that the written resolution by the Village is acceptable to Bidder. The Bidder by submitting a bid agrees that no further examination, site investigation, explorations and data are necessary for the determination of its bid for the performance of the work at the prices(s) specified in the Schedule of Prices and within the times outlined in the Contract Documents.

#### **4. INTERPRETATIONS**

All questions about the meaning or intent of the Bidding Documents are to be submitted to the Village Engineer of the Village of Caledonia. Interpretations or clarifications considered necessary by the Village Engineer in response to such questions will be issued by Addenda e-mailed to all parties recorded by the Village's Engineering Department having received bidding documents. Questions received less than two business days prior to the bid opening date may not be answered. Only questions answered by Addenda will be binding. Each bidder prior to submitting a Bid shall verify and acknowledge that all Addenda have been received.

Materials, equipment, and subcontractors will not be approved prior to the bid to allow the Village Engineer time to examine said information on each. If the Village or Village Engineer has had poor performance from a specified material supplier, equipment supplier or subcontractor the bidding documents may identify such. The bidder may appeal against the rejection of a material supplier, equipment supplier or subcontractor by filing a formal request and appearing in front of the Village Board.

#### **5. PROPOSAL FORMS**

No proposal or bid will be considered which is not made out on Forms furnished by the Village Engineer and is included in the bid documents.

#### **6. BID GUARANTEE**

No bid will be received unless a certified check or bid bond payable to the Village of Caledonia in an amount no less than five percent (5%) of the bid, shall accompany each bid as a guarantee that if the bid is accepted, the bidder will execute and file the Agreement and a 100% performance bond and payment bond upon execution of the contract documents.

#### **7. BID PRICES**

Bidders must submit a bid price, in accordance with the specifications for each item of the job in compliance with the bidding units specified for the quantities listed in the Schedule of prices.

#### **8. QUANTITIES**

The estimated quantities of the work are the result of careful calculations but are not to be considered as final and will be used as a basis for determining the lowest bid. After the contract is awarded the quantity of work listed under any item, or all items, may be increased or decreased as the law allows at the discretion of the Village without invalidating the bid price.

## **9. PREPARATION OF BID**

Bidder is required to fill in unit, supplemental or alternate prices or other information requested for each item as listed on the Schedule of Prices.

All blanks on the Schedule of Prices shall be completed in ink or type written.

The bid shall contain an acknowledgement of all Addenda, the numbers and dates of which shall be filled in on the Bid Form.

The full name, telephone number and business address of each Bidder for communications regarding the bid shall be entered on the bid submitted. The bid shall be signed in the space provided therefore by written signature by the company's president, chief financial officer, partner or authorized representative.

A bid by an individual shall be signed by the bidder and show bidder's name and official address.

A bid by a partnership shall be executed in the partnership name and signed by a partner.

A bid by a corporation shall be executed in the corporate name by the president, vice president or other corporate officer.

## **10. SUBMITTAL OF BID**

The bid and the bid guarantee shall be placed in an envelope or in separate envelopes which shall then be sealed. On the envelope or envelopes shall be plainly written the **Project Name and Project #, Date of Opening Bids, and Name of Bidder**. Such envelope(s) shall be addressed and delivered to the Village Engineer or Village Clerk before the time specified in the Notice to Bidders.

## **11. WITHDRAWAL OF BID**

No bid shall be withdrawn after the opening of bids without the consent of the Village Board for a period of ninety (90) days after the bid date.

## **12. ADEQUACY OF BIDS**

A bid which appears irresponsible, unreasonable or inadequate may be rejected.

### **13. ACCEPTANCE OR REJECTION OF BID**

The Village reserves the right to either accept or reject any or all bids. The Village Board further reserves the right to reject the bid or any bidder who is, in the judgment of said Board, incomplete or otherwise unreliable for the performance of the work for which they bid or who shall previously have willfully or negligently failed to complete any work satisfactorily with the Village or any officer or department thereof, or who shall have willfully or negligently failed to enter into a contract with a satisfactory surety for any work they have been previously awarded by the Village. The Board reserves the right to waive any information in bidding and to select the bid that will best serve the interests of the Village.

### **14. REFUND OF BID DEPOSIT TO UNSUCCESSFUL BIDDER**

The bid deposit of all bidders will be refunded thirty (30) days after the opening of bids. The balance of the bid deposits, except that of the lowest responsible bidder, will be refunded after the Village Board has awarded the contract.

### **15. AWARD OF CONTRACT**

Within ten (10) calendar days from the date appearing upon the written Notice of Award by the Village Engineer to the successful bidder, the said bidder is required to execute three (2) copies of the contract agreement, an approved licensed surety corporation as surety, list of subcontractors and a copy of the insurance certificate, all bonds according to the provisions of the contract and have the same delivered to the Village Engineer for execution. Such contract when signed by the Village President countersigned by the Village Clerk shall be a part of the contract documents.

Thereupon, the Village Clerk will refund the proposal deposit to the successful bidder.

In case of failure to have delivered such properly executed copies of the contract within the said ten (10) days or such extension thereto as the Village Engineer deems reasonable, said bidder will thereupon be considered as having abandoned his proposal and will be considered in default to the Village to the full amount of the bid deposit, it being distinctly understood and agreed by the party tendering the bid that such bid deposit represents the damages to the Village.

## PROOF OF RESPONSIBILITY

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

Willkomm Excavating and Grading, Inc

(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 Racine

State of Wisconsin

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: Nicholas H. W...

Title: President

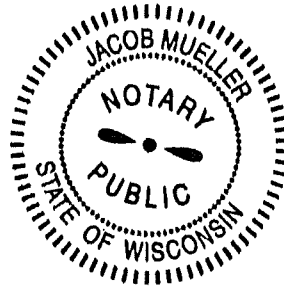
Subscribed and sworn to before me

this 10<sup>th</sup> day of April, 2024.

Jacob Mueller

Notary Public: Jacob Mueller

County: Racine, WI



My Commission expires 5/15/2024

## PROSECUTION AND PROGRESS

Award of this contract is expected on April 23, 2024. The successful bidder may begin work as soon as the project has been awarded and a preconstruction meeting has occurred. The Project shall be substantially completed by November 27, 2024. A preconstruction meeting shall be coordinated with the Village Engineer and scheduled a minimum of 1 week before work is to begin.

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.

## BIDDER REPRESENTATION

Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum #	Received
<u>1</u>	<u>4-5-24</u>
_____	_____

## LIST OF SUBCONTRACTORS

In case of obtaining the award, the undersigned bidder will employ, subject to the approval of the Village of Caledonia, the subcontractors listed below. This list shall not be added to or altered without the written consent of the Village Engineer. A bid shall not be invalid if the list of subcontractors and class of work to be performed has been omitted. The omission shall be considered inadvertent or a representation that the bidder will perform the work himself. If such an omission is inadvertent, the bidder shall provide the list of subcontractors within two (2) working days from the date and time of the bid opening. A separate document may be included by the bidder with a list as well.

Name	Address	Class of Work
<u>PAVNE &amp; DOLAN</u>	<u>WAUKESHA WI</u>	<u>ASPHALT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

<b>BASE BID FORM: Village of Caledonia – Crawford Park Mass Grading</b>					
<b>Item Number</b>	<b>Bid Items</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
SPV.0035.01	Pond Excavation (North Pond) and Grading	CY	1,500	\$7.03	\$10,545.00
SPV.0035.02	Pond Excavation (South Pond 1) and Grading	CY	9,500	\$4.39	\$41,705.00
SPV.0035.03	Pond Excavation (South Pond 2) and Grading	CY	4,500	\$5.51	\$24,795.00
SPV.0035.04	Clay Liner (Pond)	CY	250	\$15.05	\$3,762.50
SPV.0035.05	Remove Existing Berms, Level Site, and Grade	CY	2,000	\$7.86	\$15,720.00
SPV.0035.06	Topsoil Strip, Stockpile, and Spread (+/-20acres)	CY	34,500	\$6.81	\$234,945.00
SPV.0090.01	Storm Sewer (12-inch Dia, HDPE)	LF	700	\$34.15	\$23,905.00
SPV.0090.02	Storm Sewer (18-inch Dia, HDPE)	LF	1,100	\$40.36	\$44,396.00
SPV.0090.03	Storm Sewer (12-inch Dia, RCP)	LF	65	\$63.12	\$4,102.80
SPV.0090.04	Storm Sewer (18-inch Dia, RCP)	LF	470	\$62.98	\$29,600.60
SPV.0090.05	Storm Sewer (24-inch Dia, RCP)	LF	225	\$79.68	\$17,928.00
SPV.0060.01	Flared End Section, 12" CMP	EA	3	\$1,761.14	\$5,283.42
SPV.0060.02	Flared End Section, 18" RCP	EA	5	\$1,784.41	\$8,922.05
SPV.0060.03	Flared End Section, 24" RCP	EA	1	\$3,002.08	\$3,002.08
SPV.0060.04	18" ADS Nyloplast Drain Basin (18" ADS Standard Grate)	EA	11	\$2,613.83	\$28,752.13
SPV.0060.05	2x3-FT Inlet (Includes R-3501-TB)	EA	1	\$6,679.46	\$6,679.46
SPV.0060.06	48-Inch Manhole (Includes Neenah R-1580, Type D)	EA	4	\$3896.87	\$15,587.48
SPV.0060.07	60-Inch Manhole (Includes Neenah R-1580, Type D)	EA	1	\$5,463.47	\$5,463.47
SPV.0060.08	North Pond OCS (Include 48" Grate)	EA	1	\$4,032.42	\$4,032.42
SPV.0060.09	South Pond OCS (Include 48" Grate)	EA	1	\$3,933.08	\$3,933.08
SPV.0090.01	Remove and Replace Curb and Gutter, Match Existing	LF	30	\$206.95	\$6,208.50
SPV.0005.01	Restoration, Seeding, and Mulch	AC	19.5	\$4,139.00	\$80,710.50
SPV.1080.02	Erosion Control	LS	1	\$53278.00	\$53278.00
<b>TOTAL BASE BID:</b>				\$673,257.49	

ALTERNATE BID FORM: Village of Caledonia – Crawford Park Mass Grading					
Item Number	Alternate Bid Items	Unit	Estimated Quantity	Unit Price	Total Price
SPV.0195.01	Base Aggregate (6" Under HMA Path)	TON	850	\$29.52	\$25,092.00
SPV.0195.02	HMA Surface, 1.75"	TON	250	\$135.35	\$33,887.50
SPV.0195.03	HMA Binder, 2.25"	TON	300	\$135.35	\$40,605.00
<b>TOTAL ALTERNATE BID:</b>				\$99,534.50	

<b>BASE BID</b>	\$673,257.49
<b>ALTERNATE BID</b>	\$99,534.50
<b>TOTAL BASE BID + ALTERNATE BID</b>	\$772,791.99

BIDDER INFORMATION

BY: Nick Willkomm (Signature)

Nicholas A Willkomm (Print)

Title: President

Willkomm Excavating and Grading, Inc

Name of Company

17108 County Line Road, Union Grove, WI 53182

Address of Company

262 878-0877

Phone Number

Nick@willkommexcavating.com

Email

Date: April 10, 2024



## 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 23<sup>rd</sup> day of APRIL, 2024, by and between WILKOMM EXCAVATING AND GRADING, INC herein called the "Contractor" and the **Village of Caledonia**, Wisconsin, a municipal body, located in Racine County, Wisconsin. The Village of Caledonia herein 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 **CRAWFORD PARK MASS GRADING PROJECT, VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN** (hereinafter referred to as the "Project") as shown on and as described in the:

### **CRAWFORD PARK MASS GRADING PROJECT, 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.

Willkomm Excavating and Grading, Inc.  
(Name of Contractor)

By: Nick Willkomm  
Print Name: Nicholas W. Willkomm  
Office: President

Attest: [Signature]  
Print Name: Nathan Willkomm  
Office: Vice President

VILLAGE OF CALEDONIA, WISCONSIN

By: Thomas Weatherston  
Thomas Weatherston  
Village President

Attest: Jennifer Olsen  
Jennifer Olsen  
Village Clerk

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

Wayne Konegar  
Caledonia Finance Director

Date: 5/1/2024



## PROJECT SPECIAL PROVISIONS

Village of Caledonia

5043 Chester Lane

Racine, WI 53402

Contact: Ryan Schmidt, PE | Village Engineer | [rschmidt@caledonia-wi.gov](mailto:rschmidt@caledonia-wi.gov)

# VILLAGE OF CALEDONIA CRAWFORD PARK MASTER GRADING

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**Issue date: 3/27/2024**

Clark Dietz Project No. C0790070

Clark Dietz, Inc.

625 57<sup>th</sup> Street, 6<sup>th</sup> Floor

Kenosha, WI 53140

262.842.2415

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Professional Consulting and Design Services

Clark>Dietz

Engineering Quality of Life<sup>®</sup>

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## **SPECIAL PROVISIONS**

### **ARTICLE 1 – STANDARDS AND SPECIFICATIONS**

All work under this Contract shall be done in accordance with the Contract Documents, these Special Provisions, and with applicable sections of the following publications and documents.

- A. State of Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, current edition (heretofore referred to as the State Specifications). References to “Department” shall have the same meaning as “Owner” for the purpose of this contract.
- B. Standard Specifications for Sewer and Water Construction in Wisconsin, current edition and current Addenda (heretofore referred to as the Standard Specifications).
- C. Wisconsin Department of Natural Resources Storm Water Technical Standards for erosion control and sediment control.
- D. Wisconsin Administrative Code.
- E. Wisconsin Uniform Plumbing Code.
- F. Manual on Uniform Traffic Control Devices (MUTCD), current edition.
- G. Ordinances established by the local governmental authority having jurisdiction over the location where work is being performed.

Wherever conflict occurs between these Special Provisions and any of the other specifications listed, the Special Provisions shall govern.

### **ARTICLE 2 – BID PREPARATION AND CONTRACT AWARD**

The unit bid prices stated in the Bidding Schedule shall remain in force during the life of the Contract. Escalator clauses of any kind will not be permitted. An escalator clause included with or made a part of any submittal for the work covered under this Contract shall be considered sufficient cause for disqualifying that bid.

The award of the Contract will be determined upon the lowest acceptable Total Base Bid, which is the accumulation of all items for work as listed in the Bidding. In this determination, the Owner reserves the right to take into account and give reasonable weight to any combination of prices and/or:

- A. The extent of the Bidder's experience on work of the scope and nature involved; and/or
- B. The probability of the Contract being carried to successful completion within the time specified, by the method(s) and with the equipment the Bidder proposes to use; and/or
- C. The reputation and pecuniary resources of the Bidder; and/or
- D. The sufficiency of and performance by Bidder(s) on prior contracts with the Owner.

If a Contract is awarded, the Owner will give the successful Bidder written Notice of Award.



### **ARTICLE 3 – PROSECUTION AND PROGRESS**

The streets shall always be kept open to local traffic. Driveways shall remain accessible and in passable condition except during the construction of underground utilities and installations.

A pre-construction conference arranged by the Owner will be held at Village Hall prior to this notice to proceed. The Contractor shall prepare and present a detailed project execution schedule and a description of his expected operations at that meeting.

Please note that all subcontractors are required to be present at the pre-construction meeting.

Once the Contractor begins work on the project, work must proceed continuously until all Work described in this Contract has been completed.

The Contractor shall consider all above factors in the formulation of his work schedule, and in the coordination of the sub-contractors, utilized for the various phases of the Project.

### **ARTICLE 4 – CLEAN-UP**

The Contractor shall at all times keep the site of the Work, including streets and all private or public property involved in or adjacent to the Work, free from any rubbish, surplus or waste materials that have been deposited by the Contractor's employees or which have accumulated as a result of the Work.

No piling of the debris in the roadway is permitted, and at the end of each workday, Contractor shall haul all debris offsite, unless otherwise approved by the Owner.

At the end of every workday, Contractor shall insure all adjacent roadways to the project are clean of debris. Any debris found shall be cleaned to the satisfaction of the Owner. Any cost associated with cleaning the roadways shall be considered incidental to the project.

The Owner may have removed from the site of the Work at any time all rubbish, surplus or waste materials which the Contractor has neglected or refused to remove and deduct the cost of such removal from any monies due the Contractor.

### **ARTICLE 5 – SANITARY FACILITIES**

The Contractor shall be responsible for providing sanitary facilities that are accessible to the Contractor's employees for the duration of the project. At the completion of the project the facilities shall be removed immediately. Additionally, suitable refuse containers shall be supplied, maintained and removed at the completion of the project. Payment for this will be incidental.

## **ARTICLE 6 – LOCATION OF EXISTING UTILITIES**

The attention of the Contractor is directed to the existing utilities indicated on the plans. The Owner will assume no responsibility for the accuracy of the utility locations shown.

The Contractor shall determine their exact locations and shall call the attention of the Owner to any possible interference or damage due to his operations. It shall be the Contractor's responsibility to contact the various public and private utility agencies including the Village of Caledonia to verify the locations of their facilities.

Other public or private utility companies may be performing alterations on their facilities during the project. Complete cooperation by the Contractor with these companies is expected.

It is imperative that the Contractor contact We Energies before removing any gas facilities or electrical underground cables, to verify that they have been abandoned and carry no natural gas or electrical current. The Contractor must not assume that unmarked facilities have been abandoned at no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24-hour Dispatch lines to arrange for this verification.

- We Energies Electric Dispatch – 800-662-4797
- We Energies Gas Dispatch – 800-261-5325

Facilities found to conflict with the Work shall immediately be brought to the attention of the Owner.

## **ARTICLE 7 – CONSTRUCTION STAKING, INSPECTION, AND SUPERVISION**

All construction stakes will be provided by the Contractor and be best fit based on field conditions.

Project inspection services will be provided by the Owner.

All phases of construction will be fully inspected. The Contractor shall notify the Owner when beginning each portion of the work.

The Owner is the only person having full authority and discretionary power to give verbal or written instructions to the Contractor, such as in their judgment are necessary in the proper carrying out of any work of the Contract, and to accept or reject any work or materials as in their judgment are or are not in accordance with the intent of the plans and specifications. The Contractor shall follow these verbal and written directions and instructions throughout the progress of the work of this Contract.

## **ARTICLE 8 – INCIDENTAL WORK**

Incidental work shall be construed to mean all miscellaneous work necessary to satisfactorily complete the project, but which is not specifically shown on the plans or listed in the Contract. The cost of all such incidental work shall be included in the Unit Prices bid for related items of work.

Incidental items include (but not limited too):

- Trench/Granular backfill and compaction, as well as earthen backfill and compaction, shall be considered incidental to their respective pay items.
- Any potholing required to verify depths and locations of existing utilities shall be considered incidental to the project.
- Coordination with all private and public utilities shall be incidental to the project.
- Mobilization shall be considered incidental to the project.
- Erosion control shall be considered incidental to the project and include all labor, equipment, maintenance, and material needed to satisfy the erosion control requirements for the site.
- Traffic control is considered incidental to the project. Any required signs for the park, pedestrian or vehicular traffic shall be installed and maintained as directed by the Owner and follow applicable Standards and Specifications listed above.
- Surveying existing conditions and surveying as-built conditions as well as creating as-built drawings are incidental. Electronic and PDF drawings shall be provided to the Owner.
- HMA density testing; however, ride quality is not required.
- Excess topsoil and subsurface materials are intended to be used in the location of the sledding hill. Materials are not expected to be hauled off-site. Each lift shall not exceed 12-inches and shall be compacted.
- Abandoned existing storm sewer shown on the plans and bulkhead abandoned invert (brick and mortar) are incidental.
- Existing Farm Tile as shown on sheet 2 (located just south of the volleyball courts) varies from 4" to 10" and may be required to be re-routed or abandoned during utility installations. Notify Engineer of conflicts and possible re-routes. Pipe material may vary and the limits to which the tile extends are unknown. The farm tile was televised to the maximum extent possible and those limits are shown.
- Sand Volleyball courts will be removed by Village Staff. Site shall be filled in afterwards with project site material and incidental to the overall grading.

Any items not listed above or in Coded Pay Items shall be considered incidental to the project.

## **ARTICLE 9 – DISPOSITION OF EXCAVATION MATERIALS**

Materials removed and/or excavated during the course of the work and not re-used elsewhere on the Project shall be disposed of offsite at the Contractor's expense. The Village may have on-site facilities available to accept this material. The cost of this shall be incidental to the respective pay items.

## **ARTICLE 10 – CONSTRUCTION OPERATIONS**

It is the responsibility of the Contractor to maintain one lane of traffic in each direction along all adjacent roadways. The Contractor is responsible for all roadway maintenance within the work areas including the prevention of flooding in all sections of the work areas and maintaining the erosion control measures. The Contractor shall repair potholes and soft areas of the open traffic lane in a timely manner.

Any sanitary sewer or storm sewer backups attributed to debris in the sewer lines from construction activity is the Contractor's responsibility.

Materials and equipment shall only be stored within the Village of Caledonia Village limits. The cost to abide by this is considered incidental to the project. The Owner may have materials and equipment removed from the site of the Work at any time and deduct the cost of such removal from any monies due the Contractor.

#### **ARTICLE 11 – WARRANTY/GUARANTEE**

- A. Neither the final payment nor any provision in the contract documents shall relieve the contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law and, upon written notice, he shall remove any defects due thereto and pay any damage due to other work resulting therefrom which shall appear within one year after date of completion and acceptance.
  
- B. Unless modified in the specifications covering this work the Contractor shall be bound by the following: The Contractor hereby agrees to remedy and make good any defective workmanship or materials appearing within one year from the time of acceptance of the work by the Village, providing such defects are not clearly due to abuse or misuse by employees of the Village of occupants of the project after its occupancy.

## CODED PAY ITEMS

**SPV.0035.01/02/03    Pond Excavation and Grading**  
**SPV.0035.04            Clay Liner (Pond)**

**Description.** This special provision describes the pond excavation and grading as well as Clay Liner of the proposed stormwater management facilities.

**Construction.** The excavation quantities from the existing surface to the proposed final surface of the bottom of pond shall be verified by the Contractor and approved by an Engineer based on existing surveyed conditions and as-built surveyed conditions. The contractor is required to obtain a 3rd party soils engineer licensed in the State of Wisconsin to inspect and test the pond bottom prior to the excavation and installation of a clay liner. It is recommended to use the 3rd party soils engineer that performed the borings and subsurface investigation as they are familiar with the site. The costs of the 3rd party soil engineer shall be considered incidental to the Pond Excavation item.

An undistributed amount of 250 cubic yards has been included for an additional 2ft clay liner (below pond bottom) and shall be paid for separately under Clay Liner (Pond). This scope of work shall be considered the removal of unsuitable material for a pond bottom and the installation of a clay liner. The owner reserves the right to eliminate the excavation and installation of a clay liner from the scope of work if the existing subsurface condition is deemed suitable by a 3rd party engineer. If approved by the 3rd party engineer, existing clay within the project site can be reused as the clay liner. A 2ft deep clay liner is used for estimating purposes and can be modified based on the 3rd party engineer recommendations. Again, this item is intended to be field adjusted according to the 3rd party engineer and the owner reserves the right to change the quantity and depth described with no additional compensation to the Contractor. This item is not expected to be utilized as part of this project; however, an undistributed amount is included to establish a unit price at the time of bidding.

Excavation and grading of berms and spillways shall follow the line and grade shown on the plans. Turf Reinforcement Mat (TRM) shall be used and installed in accordance with manufacturer requirements and as directed by the Owner for berm and spillway stabilization. The TRM shall be installed for the width of the spillway and be installed at the 100-year elevation on the pond side to the toe of the slope on the back side.

The Contractor is responsible for verifying existing topsoil thicknesses and soil conditions within proposed pond areas. A subsurface exploration report was completed in 2022 for the improvements of the Public Safety Building and is included here for reference. Topsoil removal is considered part of the Topsoil Strip, Stockpile, and Spread item.

**Measurement and Payment.** This item shall be paid for at the contract unit price per cubic yard for Pond Excavation and Grading OR/AND Clay Liner Pond. This item shall be used to pay for the excavation and grading OR/AND clay liner removal and replacement, of the proposed stormwater pond(s) and shall include all labor, equipment and materials as well as third party soils engineer and clay liner if required. Grading of berms and spillway around proposed ponds as well as dewatering, earthen backfill and compaction of earthen backfill material, removal,

hauling, and disposal of waste material are also included in this item. Excess materials shall be spread across the site to reach final grade.

**SPV.0035.05 Remove Existing Berms, Level Site, and Grade**

**SPV.0035.06 Topsoil Strip, Stockpile, and Spread**

**Description.** This special provision describes the removal of existing berms, level site from berm spoils and grading. This special provision also describes removal or stripping of the existing topsoil, stockpiling the topsoil and re-spreading the topsoil to final grade. These special provisions shall be in accordance to the Standard Specifications and State Specifications. There are multiple existing stockpiles of material onsite for both fill and topsoil. The fill is estimated at 2,800 CY of material and the topsoil is estimated at 3,500 CY. The project limits shall match what is shown on the plans. There are 15 trees of varying diameter that shall be removed as part of the berm removal process. Trees vary from 6" in diameter to approximately 12". Trees may be saved if determined in the field to be of no impact to the overall grading. The grading limit shall match the existing playground, tennis courts, and basketball courts at a maximum 4:1 slope. The sand volleyball courts will be removed by Village Staff but filled in and graded by the Contractor. The overall master plan for the park is shown but no asphalt pavement or stone base is to be installed as part of this project outside of the alternate bid for a trail. The Sledding Hill is not part of the proposed grading project but may be utilized for stockpiling excess fill material in its location.

**Materials.** Shall be using the existing topsoil on-site as well as the stockpile topsoil. Shall be using berm spoils on-site along with the stockpiled fill material as described above.

**Construction.** In general, the construction sites shall be thoroughly cleaned up, debris removed, and leveled off to blend with conditions existing before any construction was undertaken.

Existing berms shall be removed and spoils shall be respread in areas needed for fill. Excess spoils shall be stockpiled at the sledding hill location.

Existing trees on the berm shall be removed and set aside for removal and disposal. No trees, branches or stumps are to be buried on site. Trees may be removed with the equipment on site or separately by a tree removal crew.

Lawn areas shall be refilled with natural excavated materials so that positive drainage can be maintained and shall include 4" minimum topsoil. Each lift shall not exceed 12-inches and shall be compacted until the proposed final grade is met. Excess spoil materials are intended to be used to fill the area for the sledding hill and shall be incidental to this item.

**Measurement and Payment.** This item will be paid for at the contract unit price per Cubic Yard of Remove Existing Berms, Level Site and Grade AND Topsoil Strip, Stockpile, and Spread acceptably installed. This shall include all labor, equipment, materials, excavation, stockpiling, earthen backfill and compaction of earthen backfill material, removal, hauling, and disposal of waste material. Removal and disposal of the 19 trees shall be considered incidental to the berm removal process.

The existing conditions are estimated to include 12-inches of existing topsoil over approximately 20 acres. A grading limit line is shown on the plans for reference of area to be stripped and re-spread. This item is intended to be field adjusted, and the owner reserves the right to change the quantity and depth described and found in the field with no additional compensation to the Contractor. After topsoil has been successfully striped to subgrade, a survey shall be completed to verify volume of topsoil removed. Surveying conditions and quantifying fill are incidental. Electronic and PDF files shall be provided to the Owner.

- SPV.0090.01 Storm Sewer (12-inch Dia, HDPE)**
- SPV.0090.02 Storm Sewer (18-inch Dia, HDPE)**
- SPV.0090.03 Storm Sewer (12-inch Dia, RCP)**
- SPV.0090.04 Storm Sewer (18-inch Dia, RCP)**
- SPV.0090.05 Storm Sewer (24-inch Dia, RCP)**

**Description.** This special provision describes the installation of Storm Sewers with varying pipe materials and supplements storm sewer sections of the Standard Specifications.

**Materials.** Furnish materials that comply with WisDOT Standard Specifications. HDPE storm sewer shall be N-12 Dual Wall or approved equal. RCP storm sewer shall be Class IV.

**Construction.** Construct as specified in the Standard Specifications and shall include all labor, equipment, materials, excavation, bracing, bedding, cover, dewatering, granular backfill and compaction of granular backfill material, removal, hauling, and disposal of waste material.

Mortar pipe connections to proposed inlets shall be incidental to the inlet bid items.

Trenches shall be protected with steel plates during non-working hours (nights and weekends), or trench backfill shall extend to the top of the existing grade to maintain traffic and safety. Temporary stone patches used for utility trenches shall be included in this item and no additional cost will be warranted for maintenance for as long as they are being used.

**Measurement and Payment.** The measurement of the Storm Sewers shall be paid for by the measurement of pipe length only and not include the Flared End Sections. Flared End Sections are paid for separately. Payment of these items includes all labor, materials, gaskets, excavation, bedding, installation of proposed culvert pipes, and backfilling.

- SPV.0060.01 Flared End Section, 12-Inch CMP**
- SPV.0060.02 Flared End Section, 18-Inch RCP**
- SPV.0060.03 Flared End Section, 24-Inch RCP**

**Description.** This special provision describes the installation of Flared End Sections with varying materials and supplements sections of the Standard Specifications. Rip Rap is to be installed per Item 5 of the Storm Sewer Notes on Page 1 of the Project Plan Set.

**Materials.** Furnish materials that comply with WisDOT Standard Specifications.

RCP flared end sections shall have trash grates and be tie bolted for a minimum of 3 sections back. Medium Rip Rap is required on all 18" and 24" end sections.

**Construction.** Construct as specified in the Standard Specifications and shall include all labor, equipment, materials, excavation, bracing, tie bars, rip rap, bedding, cover, dewatering, granular backfill and compaction of granular backfill material, removal, hauling, and disposal of waste material.

Trenches shall be protected with steel plates during non-working hours (nights and weekends) or trench backfill shall extend to the top of the existing grade to maintain traffic and safety. Temporary stone patches used for utility trenches shall be included in this item and no additional cost will be warranted for maintenance for as long as they are being used.

**Measurement and Payment.** The measurement of the Flared End Sections shall be paid for by the measurement of each. Payment of these items includes all labor, materials, gaskets, ties, excavation, bedding, rip rap, installation of proposed Flared End Sections, and backfilling.

**SPV.0060.04 18" ADS Nyloplast Drain Basin (18" ADS Standard Grate)**

**SPV.0060.05 2x3-FT Inlet (Includes R-3501-TB)**

**SPV.0060.06 48-Inch Manhole (Includes R-1580, Type D)**

**SPV.0060.07 60-Inch Manhole (Includes R-1580, Type D)**

**SPV.0060.08 North Pond Outlet Control Structure (Includes 48" Grate)**

**SPV.0060.09 South Pond Outlet Control Structure (Includes 48" Grate)**

**Description.** This special provision describes the installation of inlets or manholes, frames, and grates. This supplements Section 611 of the Standard Specifications. The proposed 2x3 FT Inlet is being used in lieu of a doghouse manhole to reduce the impact into the roadway.

**Submittals.** The Contractor shall prepare submittals and submit to the Engineer design sheets for each inlet or manhole structure prior to casting for review.

**Materials.** Furnish materials that comply with the Standard Specifications. Furnish frames and grates to match ADS 18" Standard Grate, Neenah R-3501-TB for inlet or Neenah R-1580, Type D for Manhole or approved equal. The 2x3 FT inlet shall be precast concrete.

ADS Drain Basins shall be Nyloplast structures in accordance to the manufacturer's most current Drawing No 7001-110-111 as shown in the construction details page of the plan set.

Class III 12" RCP shall be used to replace the existing pipe at the 2x3 inlet in each direction. 4000psi concrete or approved equal shall be used for a concrete collar around each connecting pipe joint.

**Construction.** Construct as specified in the Standard Specifications, with the following additions:

The work shall also include the adjustment and/or modification of the structure to the required elevation with appropriately sized precast concrete adjusting rings. The work also includes the



cost of installing the frame and grate per the owner's specifications with no exemptions and shall be supplied by the Contractor.

Proposed rim elevations and pipe inverts to be verified in the field.

To install the 2x3 inlet, remove and replace the existing storm sewer to the nearest joint. Concrete pipe shall be installed per standard specifications and a concrete collar shall be installed at each connecting joint. Inlet may be field adjusted to the north or south if an existing joint is nearby to reduce the length of pipe needed. Brick and mortar as needed to install 2x3 inlet in line with the existing storm sewer. Adjust and rotate frame and grate to be installed in the curb line as well as match the existing flowline. Concrete curb and gutter and asphalt pavement will be required to be removed to install the structure. Curb and gutter replacement shall be done per item SPV.0090.06. The remaining area under the pavement shall be backfilled with the minimum 6" of stone base up to the existing bottom of asphalt. Village DPW crews will complete the asphalt repairs after the work has been prepared.

**Measurement and Payment.** This item will be paid for at the contract unit price per each basin, inlet, or manhole acceptably completed. Payment of these items includes all labor, materials, and equipment required for excavation, installation of proposed inlets, as well as providing and installing frames and grates to proposed rim elevation. Flowline benches and brick and mortar, 12" RCP, and concrete collars are considered incidental to this item.

### **SPV.0090.06 Remove and Replace Curb and Gutter, Match Existing**

**Description.** This special provision describes the removal and replacement of concrete curb and supplements the Standard Specifications and State Specifications for Curb and Gutter.

**Materials.** Remove and replace concrete curb to match the existing curb type. Concrete curb shall be doweled to existing curb at both ends. Item shall also include a minimum of 6" of stone base under the curb and gutter. Work shall be in accordance with section 601 of the Standard Specifications and in accordance with plan details. The existing stone base can be reused at the direction of the Engineer.

**Construction.** Construct as specified in the Standard Specifications (item 204.0150 and 601) and shall include all labor, equipment, materials, saw cutting, removal and disposal of existing curb, epoxy coated reinforcement bars, excavation including a minimum of 6" of stone base, bracing, bedding, cover, dewatering, granular backfill and compaction of granular backfill material, removal, hauling, and disposal of waste material. Asphalt pavement will be removed to install the inlet. Asphalt paving will be completed by the Village DPW.

All handwork to streets, sidewalks, driveways, and curb and gutter, including around catch basins, shall be mechanically vibrated with absolutely no voids or honeycombing allowed. Existing curb profile shall be matched. Re-tempering of the concrete which has partially hardened with or without additional materials or water is prohibited.

**Measurement and Payment.** This item will be paid for at the contract unit price per linear foot of curb acceptably installed including a minimum of 6" of base aggregate. Existing base aggregate may be reused if approved by the Engineer.

### **SPV.0005.01 Restoration, Seeding, and Mulch**

**Description.** This special provision describes the restoration of grass areas and supplements the Standard Specifications and State Specifications.

**Materials.** All work shall follow the WisDOT Standard Specifications. Seed Mix shall be General 30 or approved equal.

**Construction.** In general, the construction sites shall be thoroughly cleaned up, debris removed, and leveled off to blend with conditions existing before any construction was undertaken.

Lawn areas, ditched areas, or any areas that topsoil was removed to achieve final grade under the Topsoil Strip, Stockpile, and Spread item shall be refilled with natural excavated materials so that positive drainage can be maintained and shall include 4" minimum topsoil. Topsoil grading shall be paid under SPV.0035.06 Topsoil Strip, Stockpile and Spread.

The Contractor shall maintain, water, and warranty all grass areas for a period of 60 days after the date of installation. A hydrant may be utilized for filling near the project site in coordination with the Village's Utility District.

**Measurement and Payment.** This item will be paid for at the contract unit price per acre of Restoration, Seeding, and Mulch acceptably. This item shall include all labor, equipment, materials, excavation, and earthen backfill and compaction of earthen backfill material.

## PAYMENT AND PERFORMANCE BOND

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

Willkomm Excavating & Grading, Inc. (NAME)

17108 County Line Road, Union Grove, WI 53182 (ADDRESS)

(Hereinafter called "Contractor") as principal, and

Hudson Insurance Company (NAME)

100 William Street, 5th Floor, New York, NY 10038 (ADDRESS)

a corporation organized and existing under the laws of the State of Delaware 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

Seven Hundred Seventy-Two Thousand Seven Hundred Ninety-One and 99/100-- Dollars (\$ 772,791.99 )

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 23rd day of April, 2024 with the Owner for the **Crawford Park Mass Grading**, (Project #2024-02), 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;

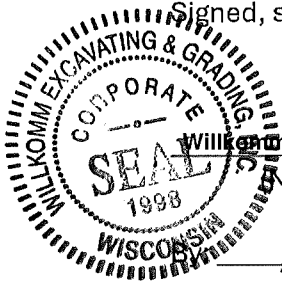
the Surety shall promptly:

- (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 29th day of April, 2024.



Willkomm Excavating & Grading, Inc.

Name of Principal  
Nicholas Willkomm

Print Name NICHOLAS WILLKOMM Office PRESIDENT

Attest: [Signature]

Print Name NATHAN WILLKOMM Office SECRETARY

Hudson Insurance Company  
(Name of Surety)

By: [Signature]

Print Name Thomas O. Chambers  
Attorney-in-Fact

Approved:

Village of Caledonia, Wisconsin

By: [Signature]  
Thomas Weatherston  
Village President

Attest: [Signature]  
Jennifer Olsen  
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.





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Thomas O. Chambers and Todd Schaap
of the State of Wisconsin

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 3rd day of June, 2022 at New York, New York.



Dina Daskalakis signature

Attest... Dina Daskalakis Corporate Secretary

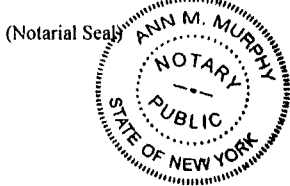
HUDSON INSURANCE COMPANY

Michael P. Cifone signature

By... Michael P. Cifone Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK. SS.

On the 3rd day of June, 2022 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.



ANN MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK. SS.

The undersigned Dina Daskalakis hereby certifies: That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 29th day of April, 2024.



Dina Daskalakis signature

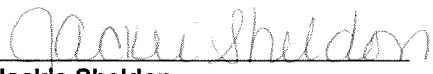
By... Dina Daskalakis, Corporate Secretary

STATE OF WISCONSIN )

COUNTY OF **Racine** )

ON THIS 29th day of April, 2024,

before me, a notary public, within and for said County and State, personally appeared \_\_\_  
Thomas O. Chambers to me personally known, who being duly sworn,  
upon oath did say that he is the Attorney-in-Fact of and for the \_\_\_\_\_  
Hudson Insurance Company, a corporation  
of Delaware, created, organized and existing under and  
by virtue of the laws of the State of Delaware; that the corporate seal  
affixed to the foregoing within instrument is the seal of the said Company; that the seal  
was affixed and the said instrument was executed by authority of its Board of Directors;  
and the said Thomas O. Chambers did acknowledge that he/she  
executed the said instrument as the free act and deed of said Company.



**Jackie Sheldon**  
Notary Public, **Racine** County, Wisconsin  
My Commission Expires **2/13/2027**

