

253195

RESOLUTION NO. 2018-38
(5-7-18)

RESOLUTION AUTHORIZING THE AWARDING OF A CONTRACT FOR BITUMINOUS CONCRETE SURFACING IN THE VILLAGE OF CALEDONIA FOR 2018

WHEREAS, the Village of Caledonia has requested bids for bituminous concrete surfacing of various roads within the Village for 2018. A bid was received on May 2, 2018 and read publicly at 1:30 p.m. The low bidder was Payne & Dolan, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that a contract between the Village of Caledonia and Payne & Dolan, Inc. for bituminous concrete surfacing of various roads in the Village of Caledonia in 2018 as described in Exhibit A which is attached hereto and incorporated herein, is authorized and approved, at the following rates:

BASE BID

- 1. Bituminous Concrete Binder Course \$45.93 / Ton
(3 LT 58-28 S)
- 2. Bituminous Concrete Surface Course \$56.80 / Ton
(5 LT 58-28 S)
- 3. MSIGT Project – 7 Mile Road, STH 32 to Root River Bridge \$54.41 / Ton
1 ½ inch Surface Course Hot Mix Asphalt Overlay,
1 ½ inch Leveling Course, Tack Coat, Saw Cut & Mill Butt Joints
Approximately 3 inches Total Overlay.
Approximately 4,301 Tons Surface (5 LT 58-28 S)

ALTERNATE BID ITEMS

- 1. MSIGT Project - 7 Mile Road, STH 32 to Root River Bridge \$ 53.46 / SY
Using 5 MT 58-28 S for surface and leveling course for Base Bid #3.

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 7th day of May, 2018.

VILLAGE OF CALEDONIA

By: James R. Dobbs
James R. Dobbs, Village President

Attest: Karie Torkilsen
Karie Torkilsen, Village Clerk



PROOF OF RESPONSIBILITY

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

Payne & Dolan, 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 _____

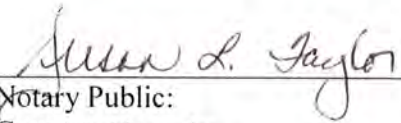
State of Wisconsin

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: 
Raymond A. Postotnik

Title: Agent

Subscribed and sworn to before me
this 2nd day of May, 2018.


Notary Public:
County: Kenosha

My Commission expires 1/21/2022.

PROSECUTION AND PROGRESS: The successful bidder shall agree to start on a segment or segments of the total proposed work for the calendar year when notified by the Village of Caledonia Highway Foreman. Work on the segment or segments as directed shall commence within 21 calendar days after notification from the Village of Caledonia Highway Foreman. There are typically 3 to 4 notifications that occur during a calendar year. Any and all mobilization costs are incidental and are to be included in the bid prices for bituminous concrete surface course and/or bituminous concrete binder course.

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

BID FORM

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

BASE BID

	UNIT PRICE BID
1. Bituminous Concrete Binder Course (5 LT 58-28 S)	<u>45.93</u> /Ton
2. Bituminous Concrete Surface Course (5 LT 58-28 S)	<u>56.80</u> /Ton
3. MSIGT Project - 7 Mile Road, STH 32 to Root River Bridge 1 ½ inch Surface Course Hot Mix Asphalt Overlay, 1 ½ inch Leveling Course, Tack Coat, Saw Cut & Mill Butt Joints 5 LT 58-28 S) Approximately 3 inches Total Overlay. Approximately 4,301 Tons Surface (5 LT 58-28 S)	<u>54.41</u> /Ton

ALTERNATE BID ITEMS

1. MSIGT Project - 7 Mile Road, STH 32 to Root River Bridge 53.46 /Ton
Using 5 MT 58-28 S for surface and leveling course for Base Bid #3.

The Village makes no guarantees of any specific minimum purchase. The price quoted shall be fixed for the 2018 calendar year regardless of amount of material purchased.

Payne & Dolan, Inc.

Name of Company

1700 120th Ave., Kenosha, WI 53144

Address of Company

BY: 

Raymond A. Postotnik

TITLE: Agent



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

PAYNE & DOLAN, INC.
1700 120th Avenue
Kenosha, WI 53144

SURETY:

(Name, legal status and principal place of business)

WESTERN SURETY COMPANY
333 South Wabash Avenue Floor 22
Chicago, IL 60604

OWNER:

(Name, legal status and address)

VILLAGE OF CALEDONIA
5403 Chester Lane, Racine, WI 53402

BOND AMOUNT: Five percent of amount bid.
(5% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

2018 Bituminous Concrete Surfacing, Village of Caledonia, WI

Project Number, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

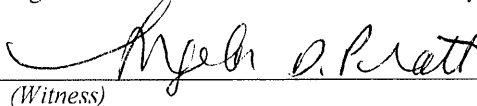
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

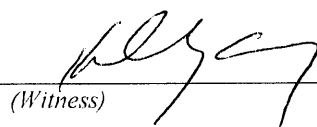
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

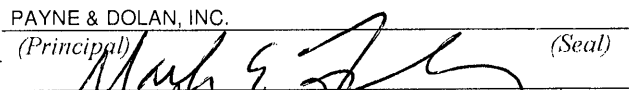
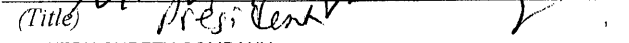
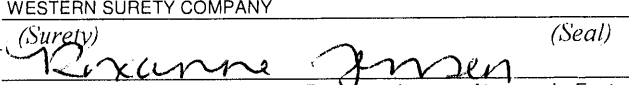
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of May, 2018


(Witness)


(Witness)

PAYNE & DOLAN, INC.
(Principal)  (Seal)
(Title) 
WESTERN SURETY COMPANY
(Surety)  (Seal)
(Title) Roxanne Jensen, Attorney in Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Kelly Cody, Roxanne Jensen, Christopher Hovden, Individually of Green Bay, Wisconsin
Trudy A. Szalewski, Christopher H. Kondrick, Brian Krause, Individually of Milwaukee, Wisconsin**

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of June, 2017.



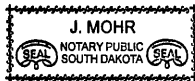
WESTERN SURETY COMPANY

Paul T. Bruffat
Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 6th day of June, 2017, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of May, 2018.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

CONTRACT

THIS CONTRACT made this 7th day of May, 2018, by and between Payne + Dolan, 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 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 **2018 BITUMINOUS CONCRETE SURFACING VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN** (hereinafter referred to as the "Project") as shown on and as described in the:

2018 BITUMINOUS CONCRETE SURFACING 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.

Signature page to follow

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

Payne + Dolan, Inc.
(Name of Contractor)

By: Michael Wickert
Print Name: MICHAEL WICKERT
Office: _____

Attest: [Signature]
Print Name: Kelly Hethcington
Office: _____ **Assistant Secretary**

VILLAGE OF CALEDONIA, WISCONSIN

By: [Signature]
James R. Dobbs
President

Attest: [Signature]
Karie Torkilsen
Clerk

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

[Signature]
Larry Borchert
Caledonia Finance Manager

Date: 5-7-18

WISCONSIN SOCIETY OF ARCHITECTS
THE AMERICAN INSTITUTE OF ARCHITECTS



WIS. AIA DOCUMENT
JULY 1980 ED.

WIS. A312

**PUBLIC IMPROVEMENT
PERFORMANCE/LABOR AND MATERIAL
PAYMENT BOND**

THIS BOND IS TO BE USED ON PUBLIC IMPROVEMENT CONTRACTS PURSUANT
TO SECTION 779.14 WISCONSIN STATUTES.

Bond No. 30035210

KNOW ALL MEN BY THESE PRESENTS: that (Here insert name and address or legal title of the Contractor,
referred to in Sec. 779.14 Wisconsin Statutes as the prime contractor)

PAYNE & DOLAN, INC.
1700 120th Avenue

Kenosha

WI 53144

as Principal, hereinafter called Principal, and, (Here insert the legal title and address of Surety)

WESTERN SURETY COMPANY
333 South Wabash Avenue Floor 22 Chicago IL 60604

duly authorized and licensed to do business in the State of Wisconsin, as Surety, hereinafter called Surety,
are held and firmly bound unto (Name and address or legal title of Owner)

VILLAGE OF CALEDONIA
5403 Chester Lane Racine WI 53402

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinafter provided in the
amount of

(Here insert a sum at least equal to the contract price) Eight Hundred Ninety Six Thousand Ten and 88/100 **Dollars (\$ 896,010.88)**,

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, suc-
cessors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PAYNE & DOLAN, INC.

Principal has by written agreement dated 5/7/2018, entered into a contract with Owner for
2018 Bituminous Concrete Surfacing (Job #253195)

in accordance with drawings and specifications prepared by (Here insert full name, title and address)

which contract is by reference made a part hereof and is required by Section 779.14, Wisconsin Statutes,

The said written agreement, drawings, specifications and amendments

are hereinafter referred to as the Contract.

PUBLIC IMPROVEMENT
PERFORMANCE/LABOR-MATERIAL BOND
WIS. AIA DOC. WIS. A312 AUGUST. 1989ED. TWO PAGES
PAGE 1

Copr. 1969 Wisconsin Society of Architects / AIA
321 S. Hamilton St.
Madison, Wis. 53703

WIS. AIA DOC. WIS. A312 AUGUST. 1989ED.

WIS. AIA DOC. WIS. A312 AUGUST. 1989ED.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, as required by Section 779.14, Wisconsin Statutes, is such that, if the Principal shall faithfully perform the said contract and pay every person entitled thereto for all the claims for labor performed and materials furnished under the Contract, to be used or consumed in making the public improvement or performing the public work as provided in the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1) No assignment, modification or change of the Contract, or change in the work covered thereby, or any extension of time for the completion of the Contract shall release the sureties on the bond.

2) Not later than one year after the completion of work under the Contract, any party in interest may maintain an action in his own name against the

Principal and the Surety upon this bond for the recovery of any damages he may have sustained by reason of the failure of the Principal to comply with the Contract or with the Contract between the Principal and his subcontractors. If the amount realized on this bond is insufficient to satisfy all claims of the parties in full, it shall be distributed among the parties pro rata.

Signed and sealed this 7th day of May, 2018.

IN THE PRESENCE OF:

PAYNE & DOLAN, INC. Principal
By: Michael Uehle (Seal)
Title: TREASURER
Witness: [Signature]
WESTERN SURETY COMPANY Name of Surety
By: [Signature] (Seal)
Title: Trudy A. Szalewski Attorney-in Fact
Witness: [Signature]

APPROVED BY*

IN THE PRESENCE OF:

Village of CALEDONIA Owner
By: [Signature] (Seal)
Title: Village President
Witness: [Signature]

*This bond shall be approved in the case of the state by the state official authorized to enter into such contract, of a county by its district attorney, of a city by its mayor, of a village by its president, of a town by its chairman, of a school district by the director or president and of any other public board or body by the presiding officer thereof.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Kelly Cody, Roxanne Jensen, Christopher Hovden, Individually of Green Bay, Wisconsin
Trudy A. Szalewski, Christopher H. Kondrick, Brian Krause, Individually of Milwaukee, Wisconsin**

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of March, 2017.



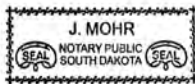
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of March, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of May, 2018.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Prior Years	Binder / Tons	Surface / Tons
2017	3318	8808.83
2016	0	12,585.07
2015	374.88	8801.88
2014	536.54	14,043.03
2013	5680.33	4,807.25
2012	0	6,155.70
2011	0	9,687.55
2010	0	10,736.02
2009	2,008.32	5,608.53



5/2/2018

2018 Bituminous Concrete Bids

	Contractor	Contractor
	Payne & Dolan, Inc.	Stark Pavement Corp.
Bituminous Concrete Binder Course (3 LT 58-28 S)	\$45.93/Ton	\$52.25/Ton
Bituminous Concrete Surface Course (5 LT 58-28 S)	\$56.80/Ton	\$62.75/Ton
MSIGT Project - 7 Mile Road (5 LT 58-28 S)	\$54.41/Ton	\$57.00/Ton
Alternate Bid MSIGT Project - 7 Mile Road (5 MT 58-28 S)	\$53.46/Ton	\$57.00/Ton

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/11/2018

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

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

PRODUCER Aon Risk Services Central, Inc. Green Bay WI Office 111 N. Washington Street, Suite 300 P. O. Box 23004 Green Bay WI 54305-3004 USA	CONTACT NAME: PHONE (A/C. No. Ext): (920) 437-7123 FAX (A/C. No.): (920) 431-6345		
	E-MAIL ADDRESS:		
INSURED Payne & Dolan, Inc. c/o Susan Taylor P.O. Box 781 Waukesha WI 531870000 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Travelers Indemnity Co.		25658
	INSURER B: Travelers Property Cas Co of America		25674
	INSURER C: The Travelers Indemnity Co of CT		25682
	INSURER D: Navigators Insurance Co		42307
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570071131208** **REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> AGGREGATE PER PROJ. <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VTC2K-CO-7211B454-IND-18 General Liability	03/01/2018	03/01/2019	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			VTC2K-CAP-3049P020-IND-18 Automobile	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			NY18EXC131205IV Umbrella	03/01/2018	03/01/2019	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	VTRJ-UB-6697B998-18 Workers Compensation - WI	03/01/2018	03/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
C				VTC2E-UB-6698B018-18 Workers Compensation - oth	03/01/2018	03/01/2019	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570071131208

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

VILLAGE OF CALEDONIA, AND ENGINEER, AND THEIR AUTHORIZED OFFICIALS, EMPLOYEES, AGENTS IS AN ADDITIONAL INSURED ON THE COMMERCIAL GENERAL LIABILITY POLICY PER THE TRAVELERS ADDITIONAL INSURED ENDORSEMENT #CG D2 46 08 05, AND ON THE AUTOMOBILE LIABILITY POLICIES

CERTIFICATE HOLDER**CANCELLATION**
 VILLAGE OF CALEDONIA
 5043 CHESTER LANE
 RACINE WI 53402 USA

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




CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
05/11/2018

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

PRODUCER Aon Risk Services Central, Inc. Green Bay WI Office 111 N. Washington Street, Suite 300 P. O. Box 23004 Green Bay WI 54305-3004 USA	CONTACT NAME: PHONE (A/C. No. Ext): (920) 437-7123 FAX (A/C. No.): (920) 431-6345	
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 570000005013	
INSURED Payne & Dolan, Inc. c/o Susan Hooker/CRM P.O. Box 781 Waukesha WI 53187 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Cas Co of America	NAIC # 25674
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570071131232 **REVISION NUMBER:**

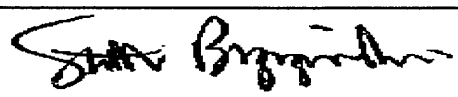
LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CONTRACT AMOUNT: \$896,010.88

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY <input type="checkbox"/> CAUSES OF LOSS <input type="checkbox"/> DEDUCTIBLES <input type="checkbox"/> BASIC BUILDING <input type="checkbox"/> BROAD CONTENTS <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> WIND <input type="checkbox"/> FLOOD				<input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> RENTAL VALUE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLDG & PP	
A	<input checked="" type="checkbox"/> INLAND MARINE <input type="checkbox"/> CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS	TYPE OF POLICY Builders Risk POLICY NUMBER QT-630-73698939-TIL-18 Builders Risk	03/01/2018	03/01/2019	<input checked="" type="checkbox"/> Any Location Limit <input checked="" type="checkbox"/> Limit Per Disaster	\$1,000,000 \$1,000,000
	<input type="checkbox"/> CRIME <input type="checkbox"/> TYPE OF POLICY					
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

CERTIFICATE NUMBER: 570071131232

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER VILLAGE OF CALEDONIA 5043 CHESTER LANE RACINE WI 53402 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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