

RESOLUTION NO. 2019-49

RESOLUTION AUTHORIZING THE AWARDING OF A CONTRACT FOR BITUMINOUS CONCRETE SURFACING IN THE VILLAGE OF CALEDONIA FOR 2019

WHEREAS, the Village of Caledonia has requested bids for bituminous concrete surfacing of various roads within the Village for 2019. A bid was received on May 1, 2019 and read publicly at 1:31 p.m. The low bidder was Payne & Dolan, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that a contract between the Village of Caledonia and Payne & Dolan, Inc. for bituminous concrete surfacing of various roads in the Village of Caledonia in 2019 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
(3 LT 58-28 S) | \$56.00 / Ton |
| 2. Bituminous Concrete Surface Course
(5 LT 58-28 S) | \$65.96 / Ton |
| 3. Fine Grading for New Subdivision Road Paving
(Stone will be provided) | \$0.90/SY |

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

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 6th day of May, 2019.

VILLAGE OF CALEDONIA

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

Attest: Karie Pope
Karie Pope, Village Clerk

2019
BITUMINOUS CONCRETE SURFACING
VILLAGE OF CALEDONIA
RACINE COUNTY, WISCONSIN

NOTICE IS HEREBY GIVEN That sealed bids will be received by the Village Clerk for the Bituminous Concrete Surface Course and Bituminous Concrete Binder Course Paving of Village Roads. All bids must be submitted to the Village Clerk by **1:30 p.m., Wednesday, May 1, 2019** 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, May 1, 2019 at 1:31 p.m. Bids shall be in a sealed envelope marked "Bituminous Concrete Surfacing".

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

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

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

Copies of specifications will be mailed upon request or may be obtained at the Caledonia Village Hall, Monday through Friday, 8:00 a.m. to 4:30 p.m. Electronic copies of the bid documents, in Portable Document Format (PDF), may be downloaded for free at www.caledoniawi.com.

Dated April 17, 2019

Karie Pope
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 _____

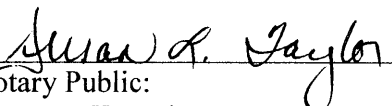
of the City (or County) of Kenosha

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 1st day of May, 2019.


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 Operations Supervisor. Work on the segment or segments as directed shall commence within 21 calendar days after notification from the Village of Caledonia Highway Operations Supervisor. There are typically 3 to 4 notifications that occur during a calendar year. Any and all mobilization costs are incidental and are to be included in the bid prices for 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.

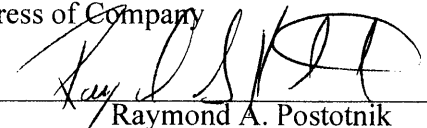
BID FORM

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

BASE BID

	UNIT PRICE BID
1. Bituminous Concrete Binder Course (3 LT 58-28 S)	<u>56.00</u> /Ton
2. Bituminous Concrete Surface Course (5 LT 58-28 S)	<u>65.96</u> /Ton
3. Fine grading for New Subdivision Road paving. (Stone will be provided)	<u>.90</u> /SY

The Village makes no guarantees of any specific minimum purchase. The price quoted shall be fixed for the 2019 calendar year regardless of amount of material purchased.

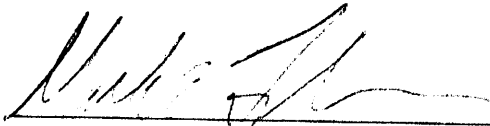
Payne & Dolan, Inc.
Name of Company
1700 120th Ave., Kenosha, WI 53144
Address of Company
BY: 
Raymond A. Postotnik
TITLE: Agent

**CERTIFICATE OF CORPORATE RESOLUTION
PART OF THE MINUTES OF MEETING OF DIRECTORS**

RESOLVED, that Kurt Bechthold, Mark E. Filmanowicz , Edward A. Reesman, Steven D. Higgins, Charles E. Bechthold, Brian Endres, John C. Bartoszek, Diane Gadzalinski, Kelly Hetherington, Michael Wickler, David L. Bechthold, Raymond A. Postotnik, Doug W. Buth, Todd B. Hughes, Tyler Winter, Christopher J. Winiecki, Carrie Van Vonderen and Brian Wallace shall have the authority to sign all contracts for and within the State of Wisconsin and on behalf of Payne and Dolan, Inc.

I, Mark E. Filmanowicz, do hereby certify that I am the duly elected and qualified Secretary and the custodian of the records of Payne and Dolan, Inc., a corporation organized and existing under and by virtue of the laws of the State of Wisconsin; that the foregoing is a true and correct copy of a certain resolution duly adopted at a meeting of the Board of Directors of said corporation convened and held in accordance with the law and the bylaws of said corporation on the 5th day of March 2019, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, I have signed my name this 1st day of May , 2019 .



Mark E. Filmanowicz, Secretary

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
151 N. Franklin Street
Chicago, IL 60606

OWNER:

(Name, legal status and address)
VILLAGE OF CALEDONIA

5043 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)
2019 Bituminous Concrete Surfacing, Racine County, WI

Project Number, if any:

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

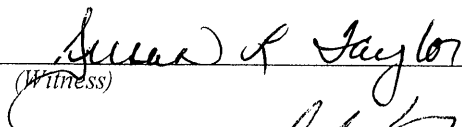
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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 1st day of May, 2019


(Witness)

(Witness)

PAYNE & DOLAN, INC.

(Principal)

(Title)

WESTERN SURETY COMPANY

(Surety)

(Title)

(Seal)

(Seal)

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 8th day of February, 2019.



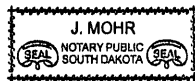
WESTERN SURETY COMPANY

Paul T. Bruffat
Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 8th day of February, 2019, 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 1st day of May, 2019.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

SPECIAL PROVISIONS

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

SCOPE OF WORK: The work under this contract consists of the placement/paving of bituminous concrete pavement and all incidental items on Village Roads in Caledonia which will be identified by the Public Works Director. Saw Cutting and/or Milling of Butt Joints and Tack Coat are all incidental and are to be included in bid prices.

MIX DESIGN: At least five (5) days prior to the beginning of operations under this contract, the contractor shall submit one copy of the proposed mix design for binder and surface courses to the Engineer for approval.

THICKNESS OF BITUMINOUS CONCRETE PAVING: The Bituminous Concrete Surface Course on all new roads and resurfacing projects shall have a 1 ½" thickness. For a scratch or leveling course, see Corrections of Sags and Depressions.

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

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

COMPLETION DATE: All paving work should be completed by November 1st.

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

PRIVATE DRIVES: Private drives and side roads, having existing blacktop, will be provided with a suitable apron. In some cases, extending the apron over the existing drainage culvert may be necessary.

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

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

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

The Village makes no guarantees of any specific minimum purchase. The price quoted shall be fixed for the 2019 calendar year regardless of amount of material purchased. Attached, please find a list of prior year's purchases.

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

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

CORRECTION OF SAGS AND DEPRESSIONS: This item shall include the correction of sags, depressions, or variations in crown in the existing pavement where and as necessary to produce satisfactory riding qualities in the finished surface. Such corrective work shall be accomplished by placing wedge or filler courses of bituminous mixture in locations and to the extent indicated by the Engineer in the field. The courses may be placed by hand, blade grader, or mechanical spreader methods, but all in any case be feathered out as required to become compatible with contiguous area and thoroughly rolled to maximum density.

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

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

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

- ASPHALT AMOUNTS -

Prior Years	Binder / Tons	Surface / Tons
2018	0	11,332.23
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

INSURANCE AND LIABILITY REQUIREMENTS

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

- (A) Worker’s Compensation Insurance – The Contractor shall maintain during the life of this Contract the statutory coverage as required by Chapter 102 of the Statutes of the State of Wisconsin, as revised, and all acts amendatory thereof and supplementary thereto, for all employees of the Contractor, and Employer’s Liability Insurance in an amount not less than \$100,000 each accident, \$500,000 Disease Policy Limit and \$100,000 Disease Each Employee. All Subcontractors and suppliers of material shall furnish to the Contractor evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the Contractor.
- (B) Comprehensive General Liability and Property Damage Insurance – The Contractor shall maintain during the life of this Contract Comprehensive General Liability and Property Damage insurance coverage to protect the Contractor, employees of the Contractor, Subcontractors of the Contractor, members of the public, Village of Caledonia and Engineer, and their authorized Officials, employees and agents, against all claims arising from injuries to members of the public or damage to the property of others arising out of any act or omission of the Contractor or his agents, employees or Subcontractors. In addition, this coverage shall insure the contractual liability assumed by the Contractor under the Contract Documents. The scope of this coverage shall include commercial general liability, premises and operations, independent contractors, products liability and completed operations (which shall be maintained for a minimum period of 2 years after final payment), broad form property damage, contractual liability coverage, explosion and collapse hazard and underground hazard, all subject to the following limits:
- Bodily Injury and Property Damage: \$1,000,000 per occurrence and a \$2,000,000 per project General Aggregate
- (C) Comprehensive Automotive Liability and Property Damage Insurance - The Contractor shall maintain during the life of this Contract Comprehensive Automotive Liability and Property Damage insurance coverage to protect the Contractor, employees of the Contractor, Subcontractors of the Contractor, members of the public, Village of Caledonia and Engineer, and their authorized Officials, employees and agents, against all claims for injuries, including

uninsured and underinsured motorists coverage, and accidental death to members of the public and damage to property of others arising from the use of motor vehicles, used on or off the construction site, whether they are owned, hired, or non-owned vehicles, all subject to the following limits:

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

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

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

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

CONTRACT

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

WITNESSETH

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

ARTICLE 1 SCOPE OF WORK

The Contractor hereby agrees at its own cost and expense to perform, furnish and pay for all work, workmanship, materials, labor, utility services, tools, equipment, appliances, machinery, transportation, appurtenances, services and incidentals, and such additional items not specifically indicated or described that can be reasonably inferred as belonging to the item indicated or described and as required by good practice to provide a complete and satisfactory improvement, system or structure, of any nature whatsoever necessary or convenient to complete the construction of the **2019 BITUMINOUS CONCRETE SURFACING VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN** (hereinafter referred to as the "Project") as shown on and as described in the:

2019 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 B DOLAN INC
(Name of Contractor)

By: [Signature]
Print Name: RAYMOND POSTOTNIK
Office: _____

Attest: [Signature]
Print Name: DOUG BIRN
Office: _____

VILLAGE OF CALEDONIA, WISCONSIN

By: [Signature]
James R. Dobbs
President

Attest: [Signature]
Karie Pope
Clerk

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

Caledonia Finance Manager

Date: _____

5/1/2019

2019 Bituminous Concrete Bids

	Contractor	Contractor	Contractor
Bid Bond or Check	✓		
Bituminous Concrete Binder Course (3LT 58 - 28 S) Ton	\$ 56.00		
Bituminous Concrete Surface Course (5 LT 58 - 28 S) Ton	\$ 65.96		
Fine Grading for New Subdivisions Stone Provided SY	\$ 0.90		