

**RESOLUTION NO. 2021-61**

**RESOLUTION AUTHORIZING THE AWARDING OF A CONTRACT FOR BITUMINOUS CONCRETE SURFACING IN THE VILLAGE OF CALEDONIA FOR 2021**

**WHEREAS**, the Village of Caledonia has requested bids for bituminous concrete surfacing of various roads within the Village for 2021. Two bids were received on April 28, 2021 and read publicly at 2:31 p.m. One of the bids was incomplete and not accepted. The low, complete 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 2021 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<br>(3 LT 58-28 S)                      | \$59.00 / Ton |
| 2. Bituminous Concrete Surface Course<br>(5 LT 58-28 S)                     | \$66.60 / Ton |
| 3. Fine Grading for New Subdivision Road Paving<br>(Stone will be provided) | \$1.00/SY     |

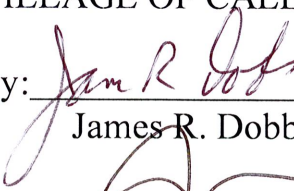
**Amendment #1**

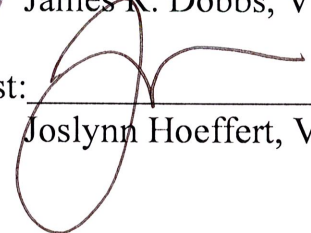
- |   |           |
|---|-----------|
| 1. Asphalt Milling Special – (approx. 4' wide by 15,000 LF) | \$1.00/SY |
|---|-----------|

**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.

3 Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this  
\_\_\_\_\_ day of May, 2021.

VILLAGE OF CALEDONIA

By:   
James R. Dobbs, Village President

Attest:   
Joslynn Hoeffert, Village Clerk

2021  
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 **2:30 p.m., Wednesday, April 28, 2021** 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 28, 2021 at 2:31 p.m. Bids shall be in a sealed envelope marked "Bituminous Concrete Surfacing".

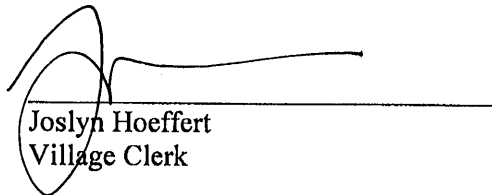
All proposals must be submitted on a form provided for the purpose and must be accompanied by a \$5,000.00 certified check or bid bond made payable to the Village of Caledonia Treasurer to guarantee that if the proposal is accepted, a contract will be entered into and a performance bond will be furnished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

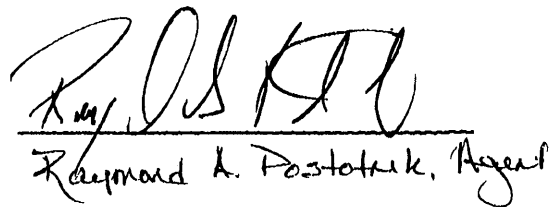
The Village Board reserves the right to accept or reject any and all bids, to waive any informalities in bidding and to award a contract to the bidder, who will best serve the interests of the Village.

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.

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

Includes Amendment #1  
Dated April 22, 2021

  
\_\_\_\_\_  
Joslyn Hoeffert  
Village Clerk

  
\_\_\_\_\_  
Raymond A. Postolnik, Agent

**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

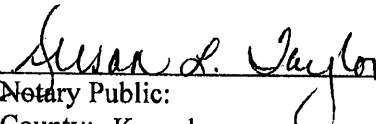
State of Wisconsin

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.

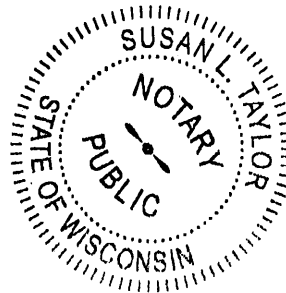
Signature: 

Title: Raymond A. Postotnik, Agent

Subscribed and sworn to before me  
this 28th day of April, 2021.

  
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**

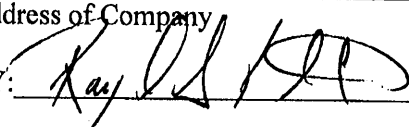
UNIT PRICE BID

- |  |                   |
|--|-------------------|
| 1. Bituminous Concrete Binder Course<br>(3 LT 58-28 S)                       | <u>59.00</u> /Ton |
| 2. Bituminous Concrete Surface Course<br>(5 LT 58-28 S)                      | <u>44.00</u> /Ton |
| 3. Fine grading for New Subdivision Road paving.<br>(Stone will be provided) | <u>1.00</u> /SY   |

**Amendment #1**

- |   |                 |
|---|-----------------|
| 1. Asphalt Milling Special – (approx. 4- wide by 15,000 LF) | <u>1.00</u> /SY |
|---|-----------------|

The Village makes no guarantees of any specific minimum purchase. The price quoted shall be fixed for the 2021 calendar year regardless of amount of material purchased.

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

## 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.

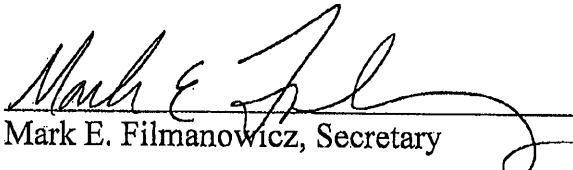
NOTES: The required limits of liabilities may be obtained with primary liability policies or in combination with an umbrella excess liability policy. Limitations of insurance shall be those specified above, or in the declarations for said policies, whichever is greater. The insurance of the Contractor 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 CORPORATE RESOLUTION  
PART OF THE MINUTES OF MEETING OF DIRECTORS**

**RESOLVED**, that Kurt Bechthold, Mark E. Filmanowicz, Todd B. Hughes, Steven D. Higgins, Charles E. Bechthold, Brian Endres, John C. Bartoszek, Diane Gadzialinski, Kelly Hetherington, Andrew Schmidt, David L. Bechthold, Raymond A. Postotnik, Brian Enders, Christopher Urech, Doug W. Buth, Tyler Winter, Christopher J. Winiecki, Carrie Van Vonderen, Sam Bilhorn, Jake Brucker, Jeffrey Batchelor, Cecilia McCormack, Bridget Kraus and Emily Ayling 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 10<sup>th</sup> day of September 2020, and that such resolution is now in full force and effect.

**IN WITNESS WHEREOF**, I have signed my name this 28th day of April, 2021.

  
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)*

2021 Bituminous Concrete Surfacing

Project Number, if any:

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

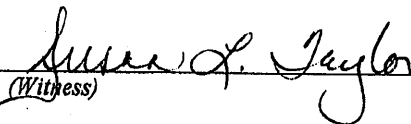
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

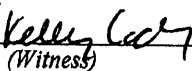
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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.

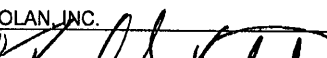
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 28th day of April, 2021

  
*(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, Brian Krause, Individually of Milwaukee, Wisconsin**

of Green Bay, WI, 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 1st day of June, 2020.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 1st day of June, 2020, 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 28th day of April, 2021.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

EXHIBIT  
B

4/28/2021

	Contractor #1	Contractor #2	Contractor #3
2021 Bituminous Concrete Bids	Asphalt Contractors	Payne & Dolan	NA
Bituminous Concrete Binder Course (3 LT 58-28 S)	Incomplete Bid	\$59.00/Ton	
Bituminous Concrete Surface Course (5 LT 58-28 S)	Incomplete Bid	\$66.00/Ton	
Fine Grading for New Subdivision Road paving Stone will be provided	Incomplete Bid	\$1.00/SY	
Amendment #1 Asphalt Milling Special approx. 4' wide by 15,000 LF	Incomplete Bid	\$1.00/SY	