

**RESOLUTION 2022-47
(06-07-22)**

**RESOLUTION BY THE PUBLIC WORKS & CAPITAL IMPROVEMENTS AND
STORMWATER & WASTEWATER COMMITTEE OF THE VILLAGE OF STURTEVANT
AUTHORIZING THE AWARDING OF A CONTRACT FOR THE ASPHALT PATCHING OF
9351 RAYNE ROAD**

WHEREAS, the Village of Sturtevant received a bid for the Asphalt Patching of 9351 Rayne Road; and

WHEREAS, Asphalt Contractors Inc is found to be the lowest responsible responsive bidder.

WHEREAS, at this time the Village would like to proceed with said improvements; and

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. That the awarding of a contract to Asphalt Contractors, Inc of Union Grove, Wisconsin, in the amount of \$13,538.00 for the Asphalt Patching of 9351 Rayne Road, and, is hereby authorized and approved.
2. That the following projects for the Asphalt Patching of 9351 Rayne Road work is to be completed in 2022 using funds from the Capital Projects Fund 401 That the funds for said contract and said project shall be taken from Account 401-57331-821.
3. That the total costs for the project shall not exceed \$15,000.00 which includes engineering, legal and administration and contingencies.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 7th day of June 2022.

Village of Sturtevant

By 
Michael Rosenbaum, President

Attest 
Cheryl Zamecnik, Village Clerk



CID: **111051**

All Mail to:
1701 Main Street
Union Grove, WI 53182

Grading-Paving-Sealing-Striping
Asphaltinc.com

Contact Info:
(262) 878-4678
Fax (262) 878- 5411
aci@asphaltinc.com

Date: May 21, 2022

PROPOSAL SUBMITTED to:

Village of Sturtevant Attn: Jack Feiner
2801 89th Street
Sturtevant, WI 53177
Cell: 262-977-0738
feinerj@sturtevant-wi.gov

WORK LOCATION:

Rayne Rd
9351 Rayne Rd
Sturtevant, WI 53177

We are pleased to quote the following:

Asphalt Patching of Approximately: 4,108 SF\$13,538.00

- Saw cut edges to create clean butt joints
- Mill to remove 4" of roadway asphalt, 13' x 316' as marked
- Fine grade, shape and compact base, adding up to 24 tons additional crushed aggregate as needed to enhance existing base
- Install hot mix binder asphalt that is 2" in depth after compaction
- Sweep and apply tack coat if needed
- Install hot mix surface asphalt that is 2" in depth after compaction

***Note: Additional crushed aggregate, if needed, will be billed at \$21/ton installed**

**Note: After removing existing asphalt, if areas of underlying base are found to be of insufficient composition, remediation will need to take place consisting of undercutting the "soft" area and installing at least 8 inches of crushed aggregate. The cost of this will be \$42/ton installed (approval by owner prior to the work being performed).*

This quote includes one mobilization for milling crew and one for paving crew. Additional mobilizations due to circumstances beyond our control billed at \$1,800 per crew per trip.

Note: This proposal may be withdrawn if not accepted within 30 days.

Terms of Payment: **Due upon completion**, a \$15 service charge and interest of 1-3/4% per month will be charged on all accounts 10 days past due.

As Required by the Wisconsin Construction Lien Law, Builder (Contractor) hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. If acceptance of this proposal is made on other than this form, such acceptance shall be subject to terms and conditions herein.

Thank you for the opportunity to quote you on this project. Respectfully submitted.

By: _____

Acceptance of Proposal – The above prices, specifications and conditions and the attached "Terms and Conditions" are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Signature: _____

Date: _____

TERMS & CONDITIONS

Contractor represents that it is fully experienced, properly qualified, and licensed as necessary to perform the work provided for this in this contract, and that it shall perform all such work in a good workmanlike manner and in accordance with the best standards of practice.

Warranty – Contractor will correct, repair, replace, and make good any defects in material(s) or workmanship for the period of one (1) year from completion of the project. Payment outside of the stated terms (unless mutually agreed to) will void the warranty.

All labor and material is conclusively accepted as satisfactory unless this contractor is notified in writing within five (5) days after the work is performed. Any claim for property damage is conclusively waived unless this contractor is notified within 72 hours of the occurrence.

Any and/or all necessary permit acquisitions and costs are the owner's responsibility.

Soil condition such as the presence of clay and sand as well as temperature and moisture content may result in pavement cracking. All asphalt surfaces, especially those that are re-surfaced will eventually crack. Contractor does not guarantee against cracking since this is a condition of nature and beyond the control of the contractor. The owner understands that this is a risk inherent in this kind of work.

Owner understands that water ponding occurs in most asphalt pavements. Contractor will not be responsible for ponding when existing or proposal grades are 1% or less, or for surface deflection's of less than or equal to 1/2" that result in ponding.

Any stated dimension is an approximate over the entire area of project as specified. Asphalt and stone thickness is specified as an average.

If after proper notification, work is unable to be completed due to vehicles or other obstructions, additional trip charges may be incurred.

Additional material (asphalt, stone, crack-sealer, sealcoat) and/or service requests above contract specifications and due to owner alterations, subnormal soil conditions, or mistakes made by other contractors shall be executed only upon written order and will become an extra charge.

Asphalt Contractors, Inc. has the right to use subcontractors in the performance of their work.

Asphalt Contractors, Inc. is not responsible for damage to or injuries caused by any privately (not installed by a public utility) placed underground wires, pipes, sewers, conduits, obstructions or restrictions. The owner or his/her agent agrees to indemnify and hold harmless Asphalt Contractors, Inc. from any and all claims, liabilities, costs and expenses whatsoever arising from the above.

The contract does not contemplate the encountering of underlying concrete, wood, paving fabric or other unsuitable materials or unusual conditions during excavation. Should these conditions be encountered, owner may be charged for the extra work incurred.

Contractor is not responsible for damage to landscaping, trees or shrubs as a result of project preparation or completion. Contractor is also not responsible for changes needed in landscaping to ensure continuation of drainage flow from project area. It is the owner's responsibility to backfill edges of paved areas. Contractor is not responsible for damage to paving from weeds due to weed dormant stage.

Owner is responsible for providing worksite access. Contractor is not responsible for concrete breakage or restoration of surfaces to and from the work area.

Contractor will work to execute the contract materials/services in a timely fashion and reserves the right to prioritize and execute contracts in an efficient manner. Contractor delays may occur for a variety of reasons including work stoppages, weather, accidents, or other conditions/situations. Owner delays are subject to additional charges, including remobilization and costs associated with inefficiencies.

Surface cracks (small cracks) and deteriorated (alligator-cracked) areas will not be filled with hot rubberized crack sealant. Cracks that are larger in size and are addressed in the crack-filling operation include cracks 1/4" or larger in width.

Areas that contain flaking sealer, standing water or moss may continue to fail after sealcoat application.

Asphalt Contractors, Inc. reserves the right to invoice a completed portion of this contract for any reason, including if the contract is segmented. If this proposal is accepted on any form other than this form, owner agrees to be bound by the terms and conditions contained herein.

Upon contract acceptance, if cancellation notice is not received in writing prior to three (3) days after date of acceptance, Asphalt Contractors, Inc. assumes that the owner or agent accepts the work herein described and the terms and conditions of sale contained. Any withdrawal of this contract could result in a partial billing to reimburse Asphalt Contractors, Inc. and/or its subcontractors for planning preparation, and materials already ordered or installed on job site. If acceptance of this proposal is made on other than this form, such acceptance shall be subject to the terms and conditions herein.

Terms of payment: Due upon completion of work unless otherwise specified. A \$15.00 service fee plus 1-1/2% interest on the outstanding balance will be charged on all accounts 10 days past due, and will continue to be added each consecutive month until the entire balance and accumulated service fees plus interest are paid in full (unless otherwise specified). If it becomes necessary for Asphalt Contractors, Inc. to institute collection proceedings, all costs incurred by Asphalt Contractors, Inc. including reasonable and actual attorney's fees, shall be paid by the property owner or owner's agency and shall be added to the amount as described herein.

Any controversy arising from this contract shall be settled by arbitration or small claims court if under the threshold.

NOTICE OF LIEN RIGHTS

"As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid".



Asphalt Contractors, Inc.
1701 Main Street
Union Grove, WI 53182
P: 262-878-4678
F: 262-878-5411

Village of Sturtevant Road Patch
9351 Rayne Rd
Sturtevant, WI 53177

Karen :
cell: 661-
karen.lauf
CID: 11