

MONARCH PAVING COMPANY

A DIVISION OF MATHY CONSTRUCTION CO. • AMERY, WI

768 U.S. Highway 8
 Amery, WI 54001
 (715) 268-2687
 www.monarchpaving.com
 EOE including disability / vets

To: Town Of Bashaw	Contact: Steve Degner
Address: N3410 Sawyer Creek Road Shell Lake, WI 54871	Phone: 715-468-7525
Project Name: Town Of Bashaw- TRIS Project- Sand Road	Bid Number: 5086-2024
Project Location: Sand Road, Shell Lake, WI	Bid Date: 5/24/2024

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10	Pulverizing Existing Asphalt * Pulverize And Knockdown Existing Asphalt To 26' Width.	25,813.33	SY	\$0.60	\$15,488.00
20	4" Gravel- Placement * Haul, Place And Compact 4" Of Gravel At 26' Width.	4,474.00	CY	\$18.92	\$84,648.08
30	Warm Mix Asphalt Paving * Fine Grade, Water And Compact Pave 3" Avg Compacted Depth Of 4LT 58-28S WMA Approx: 10,560' X 22'	4,376.00	TON	\$76.90	\$336,514.40
40	2 Foot Gravel Shoulders * Haul And Place 2 Foot Gravel Shoulders	880.00	CY	\$38.70	\$34,056.00
50	Double Yellow Line Paint * Place 4" Double Yellow Centerline With Traffic Paint.	2.00	MILE	\$4,500.00	\$9,000.00


Total Bid Price: \$479,706.48

Notes:

- A signed contract is required prior to the start of work.
- This proposal shall be included in contract. Progress payments shall be invoiced and paid monthly.
- Final price will be determined by Unit(s) Used & Unit Price(s) listed above.
- After signing, please retain one copy and forward a copy to our office on or before the cancellation date.
- This proposal shall be automatically cancelled if written acceptance has not been received by Contractor with in 30 days of the Proposal Date and/or at any time before performance of the work hereunder upon CONTRACTOR'S determination that there is inadequate assurance of payment.
- Pavement markings to be installed per plan/drawing by contractor.
- Due to harsh winter weather, future cracking of the asphalt pavement is not covered by warranty.
- Engineers certificate can be provided for paving contractors scope of work if needed.
- **Project must be completed when asphalt plant is in the area to receive pricing listed above.**
- Payment for staged construction shall be due upon completion of each stage of work.

Payment Terms:

Payment is due upon receipt of invoice.
 By my signature herein I authorize CONTRACTOR to review personal OR business Credit Reports to evaluate financial readiness to pay amounts set forth in this Proposal/Contract.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Monarch Paving Company</p> <p style="text-align: center;"></p> <p>Authorized Signature:</p> <p>Estimator: Tom Gangnon tom.gangnon@monarchpaving.com</p>
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TERMS AND CONDITIONS

NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAWS, 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 BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMS ARE DULY PAID.

ACCEPTANCE OF WORK

All labor and material is conclusively accepted as satisfactory unless accepted to in writing within seven (7) days of performance.

EXTRA WORK

All alterations or deviations from any of the terms of this contract shall be in writing and executed by the parties hereto. Any extra cost involved therein will become an extra charge to be paid by PURCHASER over and above the contract price.

PURCHASER'S RESPONSIBILITIES

PURCHASER acknowledges and understands that it shall be responsible for obtaining any and all permits which may be required in connection with performance of this Proposal/Contract. Where applicable, PURCHASER shall also be responsible for backfilling areas that border along the newly paved surface with appropriate material to eliminate potential cracking and uneven surface at the edge of the paved surface and for installing, replacing, maintaining and repairing shoulders. PURCHASER assumes all liability for any damages done to underground utilities and/or structures unless CONTRACTOR has been notified, upon acceptance of this Proposal, as to the specific location and depth of any such buried utility/structures.

INCLEMENT WEATHER

Inclement weather may alter the completion of the work to be furnished hereunder. Furthermore, special consideration should be given if work is to be performed before May 1 or after October 15 in light of less than desirable weather conditions which could potentially impair the quality of the work performed hereunder.

WARRANTY

All material is guaranteed to be as specified and all work is to be completed in a workmanlike manner according to standard practices. All labor and materials will be guaranteed against defect for one (1) year from date of installation. Due to Wisconsin winters and expansion and contraction of the ground, some cracking of the pavement may be experienced. There are no express or implied warranties of merchantability, quality, and quantity or of fitness for any particular purpose, which extend beyond those specifically set out in this document.

All warranties are void if payment is not made as stipulated.

DELINQUENCY CHARGE

Payment is due and payable upon completion of each stage of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. If PURCHASER is an organization as defined by Wis. Statutes, Section 421.301(28), the Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Wisconsin or a court of the United States located in the State of Wisconsin. It is hereby agreed that no legal action with respect to this contract may be brought by either party later than one (1) year after the cause of action accrues and that the party asserting such a legal action shall be barred from any remedy thereto.

INDIVIDUAL LIABILITY

The undersigned PURCHASER agrees to be individually liable for all terms of the Agreement, regardless of whether he or she signs individually or as an agent for the owner of the property upon which the work is being performed or for any other individual, partnership or corporation.

PRODUCT INFORMATION AND MAINTENANCE

Since the asphalt in blacktop needs time to harden and cure, usually 6-12 months, your asphalt pavement will remain soft and pliable during warm weather. During this time, don't park in the same spot every time and do not turn your steering wheel back and forth when your car is not moving. It is not unusual to experience some cracking over the winter due to the contraction and expansion of the ground, especially over culverts, pipes, electric wires, etc. Avoid gasoline and petroleum product spills as they will destroy your pavement. If spills do occur, immediately flush with lots of soapy water. If you decide to seal coat your pavement, wait until the summer following installation.

BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

ENTIRE AGREEMENT

The entire contract is embodied in this writing. This writing constitutes the final expression of the party's agreement, and is a complete and exclusive statement of that agreement. In the event that any term of this contract is unenforceable, the remaining terms of the contract shall still be in full force and effect.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2023

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Monarch Paving Company, a Division of Mathy Construction Co. 768 US Hwy 8 Amery, WI 54001	INSURER A: Zurich American Insurance Company NAIC # 16535	
	INSURER B: American Guarantee and Liability Insurance 26247	
	INSURER C: Everest National Insurance Company 10120	
	INSURER D:	
	INSURER E:	
	INSURER F:	

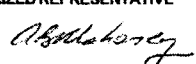
COVERAGES **CERTIFICATE NUMBER: W31092623** **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GLO 5944715-15	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 5,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP 5944714-15	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		SXS 0271705-06	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 5,000,000
						AGGREGATE \$ 5,000,000
A	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 <input type="checkbox"/> No N/A		WC 5944716-15	12/01/2023	12/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	Workers Compensation and Employers Liability Per Statute		WC 5944717-15	12/01/2023	12/01/2024	EL Each Accident \$1,000,000 EL Disease - Each Emp \$1,000,000 EL Disease - Pol Lmt \$1,000,000

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

SEE ATTACHED

CERTIFICATE HOLDER Town of Bashaw W9332 County Road B Shell Lake, WI 54871	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 

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Monarch Paving Company, a Division of Mathy Construction Co. 768 US Hwy 8 Amery, WI 54001	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Everest National Insurance Company NAIC#: 10120
 POLICY NUMBER: KC4EX00009-231 EFF DATE: 12/01/2023 EXP DATE: 12/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Liability	\$5,000,000 Excess of	\$5,000,000