

CONTRACT

**CITY OF WEST ALLIS
2020 PROJECT NO. 8
STREET CONSTRUCTION, SANITARY SEWER RELAY, WATER MAIN RELAY, BUILDING
SERVICES & UTILITY ADJUSTMENTS**

THIS AGREEMENT made this 4th day of June, 20 20
by and between Lalonde Contractors, Inc.

hereinafter called the Contractor, and the City of West Allis, hereinafter called the City,

WITNESSETH:

THAT, WHEREAS, The City intends to complete the installation of concrete curb and gutter, asphalt pavement, concrete sidewalk, driveway replacement, sanitary sewer relay, water main relay, building services and utility adjustments in:

**South 94th Street from West Greenfield Avenue to West Orchard Street
South 96th Street from West Greenfield Avenue to West Lapham Street
South 97th Street from West Greenfield Avenue to West Lapham Street**

(PLAN FILE NOS. SP-1257, SP-1258, SP-1259, S-1629, S-1630, S-1631, W-1402, W-1403, X-906)

WHEREAS, The Contractor has offered by proposal, in writing, to the Board of Public Works of the City, for furnishing the material, labor, tools, equipment, services and everything necessary for the proper construction and completion in a workmanlike manner of the work herein described for the City, for the price and within the time specified and according to the Contract Documents, and the City has awarded the work to the Contractor according to law.

NOW, THEREFORE, In consideration of the City paying to the Contractor for the performance of the aforesaid work according to the following prices, the Contractor, for himself, his heirs, executors and administrators, or for itself and its successors, as the case may be, hereby covenants and agrees to and with the City as follows:

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CITY OF WEST ALLIS
2020 PROJECT NO. 8
STREET CONSTRUCTION, SANITARY SEWER RELAY, WATER MAIN RELAY,
BUILDING SERVICES & UTILITY ADJUSTMENTS

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Excavation	3,164	cu. yds.	\$34.46	\$109,031.44
2.	Borrow Excavation	14	cu. yds.	\$53.29	\$746.06
3.	Sodding	210	sq. yds.	\$11.00	\$2,310.00
4.	Asphalt/Concrete Sawing	270	lin. ft.	\$2.45	\$661.50
5.	Walk & Drive Removal	2,110	sq. ft.	\$1.76	\$3,713.60
6.	Curb Removal	490	lin. ft.	\$15.35	\$7,521.50
7.	5" Concrete Sidewalk	1,180	sq. ft.	\$9.76	\$11,516.80
8.	7" Concrete Walk & Drive	800	sq. ft.	\$11.77	\$9,416.00
9.	25" Concrete Curb & Gutter	490	lin. ft.	\$40.02	\$19,609.80
10.	Pavement Ties	130	each	\$18.05	\$2,346.50
11.	Base Aggregate Dense, 1¼"	2,690	tons	\$19.36	\$52,078.40
12.	Tack Coat	910	gallons	\$2.35	\$2,138.50
13.	Hot Mix Asphalt Pavement (Type LT 58-28 S)	2,057	tons	\$66.40	\$136,584.80
14.	Rebuild 42" Dia. Storm Structure (1)	2	vert. ft.	\$850.00	\$1,700.00
15.	42" Dia. Storm Manhole (1)	5	vert. ft.	\$850.00	\$4,250.00
16.	Catch Basin Replacements	4	units	\$1,600.00	\$6,400.00
17.	Miscellaneous Storm Structure Inside Repairs	6	units	\$300.00	\$1,800.00
18.	8" Dia. Sanitary Sewer Relay	1,175	lin. ft.	\$120.00	\$141,000.00
19.	Rebuild 42" Dia. Sanitary Manhole (Undistributed)	11.5	vert. ft.	\$650.00	\$7,475.00
20.	48" Dia. Sanitary Manhole (7)	53.5	vert. ft.	\$300.00	\$16,050.00

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CITY OF WEST ALLIS

2020 PROJECT NO. 8

STREET CONSTRUCTION, SANITARY SEWER RELAY, WATER MAIN RELAY,
BUILDING SERVICES & UTILITY ADJUSTMENTS

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
21.	48" Dia. O.D. Sanitary Manhole (1)	10	vert. ft.	\$500.00	\$5,000.00
22.	8" Sanitary Manhole Connection	3	units	\$680.00	\$2,040.00
23.	6" Dia. Building Sanitary Sewer (3)	20	lin. ft.	\$130.00	\$2,600.00
24.	Sanitary Manhole Abandonment	1	unit	\$200.00	\$200.00
25.	Sanitary Reconnects	33	units	\$150.00	\$4,950.00
26.	Install Internal Sanitary Manhole Seals	16	units	\$200.00	\$3,200.00
27.	8" Dia. D.I.W.M. Relay	714.5	lin. ft.	\$106.00	\$75,737.00
28.	6" Dia. D.I.W.M. Relay	713.5	lin. ft.	\$95.00	\$67,782.50
29.	4" Water Service Reconnect	1	unit	\$5,000.00	\$5,000.00
30.	1" Copper Water Service Reconnects	33	units	\$550.00	\$18,150.00
31.	Hydrants	3	units	\$6,350.00	\$19,050.00
32.	8" Valves	2	units	\$1,500.00	\$3,000.00
33.	6" Valves	2	units	\$1,100.00	\$2,200.00
34.	S 96th St & W Greenfield Ave. 6" Water Main Connection	1	unit	\$5,000.00	\$5,000.00
35.	S 96th St & W Orchard St. 6" Water Main Connection	1	unit	\$5,000.00	\$5,000.00
36.	S 97th St & W Greenfield Ave. 8" Water Main Connection	1	unit	\$6,500.00	\$6,500.00
37.	S 97th St & W Orchard Pl. 8" Water Main Connection	1	unit	\$6,000.00	\$6,000.00
38.	S 97th St & W Orchard St. 6" & 8" Water Main Connection	1	unit	\$8,000.00	\$8,000.00
39.	Storm Manhole Frames with 8-Hole Lids	14	units	\$650.00	\$9,100.00
40.	Curb Type Catch Basin Frames and Grates	6	units	\$800.00	\$4,800.00

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CITY OF WEST ALLIS

2020 PROJECT NO. 8

STREET CONSTRUCTION, SANITARY SEWER RELAY, WATER MAIN RELAY,
BUILDING SERVICES & UTILITY ADJUSTMENTS

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
41.	Sanitary Manhole Frames with Solid Gasketed Lids	16	units	\$650.00	\$10,400.00
42.	Adjust Storm Manhole Frames	14	each	\$600.00	\$8,400.00
43.	Adjust Catch Basin Frames	6	each	\$500.00	\$3,000.00
44.	Adjust Sanitary Manhole Frames	16	each	\$600.00	\$9,600.00
45.	Adjust Water Valve Boxes	16	each	\$125.00	\$2,000.00
46.	Inlet Protection Barriers	23	units	\$75.00	\$1,725.00
47.	Manhole Protection Barriers	30	units	\$75.00	\$2,250.00
48.	Traffic Control	1	lump sum	\$28,981.89	\$28,981.89
				TOTAL BID	\$ 856,016.29

The foregoing totals shall be the basis for establishing the amount of the performance bond and is not to be construed to be a lump sum contract price. The foregoing quantities of the unit price items are approximate only and it is understood and agreed that payment will be made only on the actual quantities of work completed in place, measured on the basis defined in the contract documents and at the unit prices stated above.

CONSTRUCTION BY CONTRACTOR

PLANS AND SPECIFICATIONS PART OF THE CONTRACT

1. The Contractor agrees to provide certain material, all labor, tools, equipment and services and to do all things necessary for the proper construction and completion in a workmanlike manner of the work hereinbefore described and in conformity with the contract documents which include the (a) Notice to Contractors; (b) Instructions to Bidders; (c) General Conditions; (d) Specifications; (e) Special Provisions; (f) Proposals; (g) Plans; (h) Schedule of Fixed Prices; (i) Supplemental Agreements; (j) all addenda, and (k) Technical Requirements, which Contract Documents are hereby made a part of this contract as though set forth herein in full.

Specifications for Sewer and Water Construction in Wisconsin, 6th Ed., December 22, 2003, and addenda, are included by reference as part of the contract and are on file in the office of the City Engineer. In the event that any provision in any of the above Specifications conflicts with any provision in any other Contract Document, the provision in the Contract Document shall govern.

PERSONAL ATTENTION

CONTRACTOR NOT TO ASSIGN UNLESS WRITTEN CONSENT

2. The Contractor shall exercise, for the City's benefit, its best knowledge and skill and give its personal attention constantly to the faithful prosecution of the work and shall not assign by power of attorney or otherwise this contract or any interest therein or sublet any part of the work without the consent in writing of the Board of Public Works of said City. If the Contractor shall so assign or sublet without such written consent, then the Common Council of the City shall have the right in its discretion to rescind this contract and declare the same null and void and to relet the said work to some competent party; and the Contractor shall be liable to said City for such damages as the Common Council of the City shall determine, which determination thereof shall be final and conclusive on the parties hereto.

STARTING AND COMPLETION

3. The Contractor agrees to commence work under this contract within ten (10) days of the date to be specified in a written notice to proceed from the City and to complete all work included in this contract to the point of final acceptance by the City within the time limits prescribed in the Special Provisions.

LIQUIDATED DAMAGES

4. The Contractor further covenants and agrees that the time limit for the completion of the work herein provided for is of the essence of this contract, and in case the Contractor shall fail to complete the work hereunder within the time aforesaid, the Contractor agrees to pay to the City the sum prescribed in the Special Provisions for each and every day the time consumed in said performance and completion exceeds the time hereinbefore allowed for that purpose, which said sum in view of the difficulty in ascertaining the loss which the City will suffer by reason of delay in the performance of the work hereunder is hereby agreed upon, fixed, and determined by the parties hereto as liquidated damages that the City will suffer by reason of said delay and default and not as a penalty and the City may deduct and retain the amount of such liquidated damages out of the moneys which may be due or become due under this contract.

It is hereby further agreed that the determination and acceptance by the City of the liquidated damages for the delay in the completion of the work shall be in addition to any other damages that the City may sustain by reason of any other breach of this contract.

CITY MAY RELET FOR IMPROPER PERFORMANCE

5. In case of improper or imperfect performance of the work herein specified by the Contractor in the event of written consent by the City, the City may suspend said work and order the entire reconstruction of the whole or any part or may, at its option, relet such partial or entire work to another competent party. The City may do likewise in case said work shall not be prosecuted with such diligence and with such number of men as to insure its completion within the time limited herein, or may employ men and secure material for the completion of the same and charge the cost thereof to the Contractor which sum may be deducted from any balance due the Contractor and without waiver of any rights of the City with respect to liquidated damages for the delay and completion of the work or for actual damages of the breach of any other part of this contract to be performed by said Contractor.

CONTRACTOR TO HOLD CITY HARMLESS FOR INJURIES OR DAMAGES TO THIRD PERSONS

6. The said Contractor further covenants and agrees to and with the City of West Allis that in the performance of this contract it will put up and maintain such barriers and lights as will effectively prevent the happening of any accident in consequence of any depressions, holes, or the accumulation of any obstruction or hazards of any nature whatsoever, made or suffered upon the premises, public sidewalks, highways or areas within the immediate vicinity of said construction; Contractor further covenants and agrees to indemnify and hold harmless the City against any and all claims and losses which arise as a result of any negligence, acts or omissions from the performance of the duties, work or service in

connection with said project, excepting those claims or losses which are a direct result of the "active" or "sole" negligence of the City; and that Contractor covenants and agrees that it shall and does hereby assume such liabilities and will pay on demand any and all damage or damages occasioned as above specified.

CONTRACTOR TO SAVE CITY HARMLESS FOR CLAIMS OF SUBCONTRACTORS.
SECS. 779.14 & 779.15, STATS.

7. It is Further Understood and Agreed that the Contractor shall save the City harmless from all claims or demands of any subcontractor employed by the Contractor or from any claims or demands of any person, firm or corporation furnishing any material, apparatus, fixtures, services, machinery or labor to the Contractor herein for the doing of the work referred to herein and of whatsoever kind or nature referred to and established by sec. 779.15, Stats., and Acts supplementary thereto.

CONTRACTOR TO PAY ALL CLAIMS FOR WORK UNDERTAKEN BY SURETY,
SEC. 779.14, STATS.

8. It Is Further Understood and Agreed that the Contractor shall pay all claims for work and labor performed and materials furnished in or about the work herein referred to, and the Contractor shall pay to each and every person or party entitled thereto all claims for work or labor performed and materials furnished for or in or about said building or under this contract and it is understood and agreed that the liability of the Contractor under this contract and undertaking thereon shall continue and remain in force for a period of one year after the completion and acceptance of said contract as provided in sec. 779.14, Stats., and Acts supplementary thereto.

INDEMNIFYING AGREEMENT

9. To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement. Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of West Allis, or its elected and appointed officials,

officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under worker's compensation, disability benefit, or other employee benefit laws.

No provision of this indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

Contractor shall reimburse the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any received by the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

DAMAGES TO CITY

10. If, upon any adjustment or determination of damages by the Common Council of the City of West Allis, said damages should exceed the amount due from the City to the Contractor, then in that case the Contractor covenants and agrees to pay the same to the said City on demand.

ESTIMATES OF WORK DONE AND ACCEPTANCE, SEC. 66.0901(9)(b), STATS.

11. The City hereby reserves the right to accept and make use of any portion of said work before the completion of the entire work without invalidating this Contract or binding itself to accept the remainder of the work or any portion thereof, whether completed or not. The Contractor shall prepare and present a schedule of materials delivered and work performed to the City Engineer. The City Engineer shall verify the schedule of work

completed and materials furnished by actual inspection and shall then make, in writing, an approximate estimate of the amount of work done, and materials furnished and the value thereof, according to the terms of this contract. Said estimate shall be made only when the work progresses in accordance with the provisions of this contract, drawings, plans and specifications. The Common Council, upon recommendation of the Board of Public Works, shall grant to the Contractor the estimate of the amount and proportionate value of the work done, which shall entitle the Contractor to receive the amount thereof, less the retainage. The retainage shall be an amount equal to 10% of said estimate until 50% of the work has been completed. At 50% completion, further partial payment shall be made in full to the Contractor and no additional amount shall be retained unless the City Engineer certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At 50% completion or at any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. When the work has been substantially completed, according to the plans and specifications, except for work which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the Board of Public Works are valid reasons for non-completion, the Board of Public Works may recommend to the Common Council that the City make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or in the alternative pay out the entire amount retained and receive from the Contractors guarantees in the form of a bond or other collateral sufficient to insure completion of the job.

ACCEPTANCE AND PAYMENT OF WORK

12. The City of West Allis hereby covenants and agrees to and with the said Contractor, that upon completion of said work according to the drawings, plans and specifications and the true intent and meaning of this contract and after acceptance of the work by the Common Council of the City of West Allis, the City of West Allis will pay or cause to be paid to said Contractor or its lawful assigns if consent thereto is given in writing, the balance due said Contractor after deducting all adjustments, damages or credits due the said City. The said Contractor agrees to surrender before the payment of said balance all satisfactions of any and all lien claims of whatever nature, together with releases and satisfactory evidence of releases of any and all claims of whatever nature in favor of any subcontractor, material man, laborer or person loaning or furnishing equipment or services of any nature to the effect that such persons have been fully paid or are no longer entitled to such lien or claim for lien.

CHANGED CONDITIONS

13. If the Contractor encounters physical conditions at the site of the work of an unusual nature, differing materially from those which might be reasonably encountered and generally recognized as inherent in work of the character provided for, or implied in the Plans and Specifications, he shall promptly and before such conditions are unduly disturbed notify the City Engineer, in writing, of his intention to claim an adjustment in compensation. The City Engineer shall thereupon promptly investigate the conditions and, if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of the contract or in the time required for performance of the contract, the contract will be modified, in writing, and an equitable adjustment made in accordance with the contract unit price, fixed extra price or time and material, as the case may be.

If the Contractor fails to give the City Engineer written and timely notice of his intention to claim an adjustment in compensation, as herein before provided, and to afford the City Engineer the opportunity to investigate any changed conditions claimed before they are unduly disturbed, the claim may be denied by the Board of Public Works.

GUARANTEE

14. All work shall be and is guaranteed to a period of one year from and after the completion date of the work. For purposes of this contract, the completion date is the date certified by the City Engineer. If, within said guarantee period, repairs or changes are required in connection with the work, which, in the opinion of the City Engineer, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall promptly, upon receipt of the notice from the City Engineer, and without expense to the City, restore the work to a satisfactory condition, correct all defects, make good all damage to the structure, site or contents thereof, which damage, in the opinion of the City Engineer, results from the use of such inferior or defective materials, equipment or workmanship.

If, within ten (10) days after notice, the Contractor fails to comply with the terms of any guarantee herein contained, the City may have the defects corrected and the Contractor or his surety shall be liable for all expenses incurred; except, when, in the opinion of the City Engineer, delay in correcting the defects would cause serious cost or damage, repairs may be made by the City without notice being given to the Contractor and the Contractor shall pay the cost thereof.

All special guarantees or warranties applicable to specific parts of the work, as may be stipulated in the Contract Documents, shall be subject to the terms of this paragraph during the one-year guarantee period. All special guarantees and manufacturers warranties shall be delivered to the City Engineer before shop drawings on items of major equipment are approved, guarantees and warranties for other

items shall be furnished prior to the acceptance of the work.

15. Nothing contained in the contract herein shall be construed to prevent the Board of Public Works or the Common Council from extending the time to complete the work under this contract and this contract is signed by the respective parties and the surety with the understanding that such extension of time may be given when considered proper, and shall not be deemed a modification or a change affecting the liability of the surety.

CHANGE OF MATERIAL

16. It is further agreed that any change of material different from that specified in the specifications shall, when agreed upon by the Contractor and Common Council in writing, be accepted by all parties in lieu of that so changed and shall in no way be considered as changing said contract, but all parties including the surety signing this contract do so with the knowledge that such changes are likely to be made.

DELAYS

17. The City shall not be liable to the Contractor and/or any subcontractor for claims or damages or monetary claims of any nature caused by or arising out of delays from any cause whatsoever, including but not limited to any time which may be specified for the notice to proceed under this contract. The sole remedy against the City for delays shall be the allowance to claimant of additional time for completion of work, the amount thereof to be reasonable as determined by the City Engineer.

IN WITNESS WHEREOF, The parties hereto have executed this instrument under their several seals, on the day and year first above written, the name and corporate seal of each corporate party hereto affixed and this instrument duly signed by its duly authorized representative.

LALONDE CONTRACTORS, INC(Seal)

Contractor

1609 LINCOLN AVENUE
WAUKESHA, WISCONSIN 53186(Seal)

Business Address

By:  (Seal)

Signature & Title PRESIDENT &
SECRETARY

By: MARK LALONDE (Seal)

Printed

By: _____ (Seal)

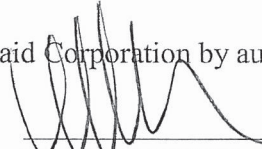
Signature & Title

By: _____ (Seal)

Printed


CORPORATE CERTIFICATE

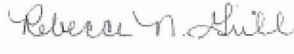
I, MARK LALONDE, certify, that I am the Secretary of the Corporation named as Contractor herein; that MARK LALONDE who signed this contract on behalf of the Contractor, was then President of said Corporation; and that such contract was duly signed for and in behalf of said Corporation by authority of its governing body.



MARK LALONDE Signature (SEAL)

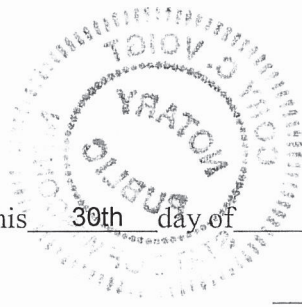
Witness: CITY OF WEST ALLIS

_____ by  Date: June 30, 2020
Mayor

_____ by  Date: June 30, 2020
City Administrator

Countersigned at West Allis this 25th day of June, 2020,

and I hereby certify that provision has been made to pay the liability that will accrue under this contract by the City of West Allis.





Finance Director/Comptroller/Treasurer

Approved as to form this 30th day of June, 2020.



City Attorney

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS That:

LaLonde Contractors, Inc.

(Name of Contractor)

1609 Llincoln Ave., Waukesha WI 53186

(Address of Contractor)

a Corporation

(Corporation, Partnership or Individual)

hereinafter called Principal, and Philadelphia Indemnity Insurance Company

(Name of Surety)

One Bala Plaza, Suite 100, Bala Cynwyd PA 19004

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of West Allis

(Name of Owner)

7525 West Greenfield Avenue, West Allis, WI 53214

(Address of Owner)

hereinafter called Owner, in the penal sum of Eight Hundred Fifty Six Thousand Sixteen dollars & 20/100-

\$856,016.29

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION Is such that whereas, the Principal entered into a certain contract with the Owner dated the 3rd day of June, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

2020 Project No. 8 - Street Construction, Sanitary Sewer Relay, Water Main Relay, Building Services

and Utility Adjustments

NOW, THEREFORE, If the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, That the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, That no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, This instrument is executed this 3rd day of June, 2020.

LaLonde Contractors, Inc. (SEAL)

Principal

By:

MARK LALONDE

PRESIDENT & SECRETARY

Title

1609 Llincoln Ave., Waukesha WI 53186

Address

Surety Witnesses:

Philadelphia Indemnity Insurance Company

Surety

Robert M. Forteller

One Bala Plaza, Suite 100, Bala Cynwyd PA 19004

Surety - Contract Mailing Address

Ronny J. Brehm

By:

Debbie A. Hurdie

Attorney in Fact or Agent



NOTE: The affidavit on the following page must be properly executed before this bond will be approved. Date of bond must not be prior to date of contract. If Contractor is Partnership, all partners shall execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the state where the project is located.

AFFIDAVIT
(With Performance Bond)

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Debra A. Hinkes _____, being

first duly sworn, on oath deposes and says that he/she is _____

Attorney-in-Fact _____

(attorney in fact)

(or agent)

of Philadelphia Indemnity Insurance Company _____

(Bonding Company)

and is duly authorized to sign for and on behalf of said company,

surety on the attached contract, executed by LaLonde Contractors, Inc. _____

(Contractor)

Affiant further deposes and says that no City official or employee of the City of West Allis has any interest, directly or indirectly, or is receiving any premium, commission, fee or other thing of value, on account of the sale or furnishing of this bond, undertaking or contract of indemnity, guaranty or suretyship, in connection with the above mentioned contract.

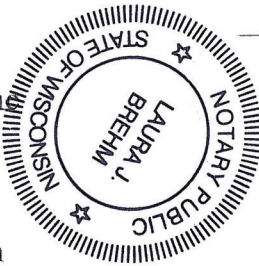
Debra A. Hinkes

(Signature)

Subscribed and sworn to before me
this 3rd day of June, 2020.

Laura J. Brehm

Notary Public, State of Wisconsin
My Commission: 08/14/2021



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That:

LaLonde Contractors, Inc.
(Name of Contractor)

1609 Llincoln Ave., Waukesha WI 53186
(Address of Contractor)

a Corporation
(Corporation, Partnership or Individual)

hereinafter called Principal, and Philadelphia Indemnity Insurance Company
(Name of Surety)

One Bala Plaza, Suite 100, Bala Cynwyd PA 19004
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of West Allis
(Name of Owner)

7925 W. Greenfield Ave., West Allis WI 53214
(Address of Owner)

hereinafter called Owner, in the penal sum of Eight Hundred Fifty Six Thousand Sixteen dollars & 29/100--- dollars (\$ 856,016.29)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION Is such that whereas, the Principal entered into a certain contract with the Owner dated the 3rd day of June, 20 20, a copy of which is hereto attached and made a part hereof for the construction of:

2020 Project No. 8 - Street Construction, Sanitary Sewer Relay, Water Main Relay, Building Services
and Utility Adjustments

NOW, THEREFORE, If the Principal shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said for, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER That the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED Further That no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, This instrument is executed this the 3rd _____ day of _____
June _____, 2020.

LaLonde Contractors, Inc. (SEAL)

Principal

By: [Signature]

MARK LALONDE

PRESIDENT & SECRETARY

Title

1609 Llincoln Ave., Waukesha WI 53186

Address

Surety Witnesses:

Philadelphia Indemnity Insurance Company

Surety

[Signature]

One Bala Plaza, Suite 100, Bala Cynwyd PA 19004

Surety - Contract Mailing Address

[Signature]

By: [Signature]
Attorney in Fact of



NOTE: The affidavit on the following page must be properly executed before this bond will be approved. Date of bond must not be prior to date of contract. If Contractor is Partnership, all partners shall execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the state where the project is located.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Robert Tortelli and Debbra A. Hinkes of Security Insurance Services, Inc. a Marsh & McLennan Agency LLC Company, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

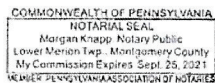
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

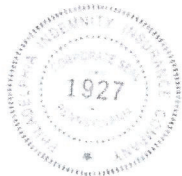


(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 3rd day of June, 2020.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY