Village of Maine

6111 N 44th Ave, Wausau WI 54401
https://villageofmaine.org

Special Board of Trustees Meeting Agenda
Thursday, October 22nd, 2026
5:30 pm
Maine Village Hall

The Village of Maine respects the role of our elected officials, commission and committee members, past and present, and respects our village residents. We are committed to working in collaboration to provide the best decision-making for our village's future. This meeting is a formal event, and courteous and respectful conduct is the expectation of all in attendance. Disparaging and divisive comments toward any person, falsely or otherwise, will not be tolerated. Sufficient warnings may be given by the Village President at any time during the remarks, and if any individual shall violate the rules of decorum, such person may then be cut off from comment.

1. Call the Board of Trustees Meeting to Order. Please Silence Cell Phones. Board members please turn off your cell phone.
2. Roll Call
3. Pledge of Allegiance to the Flag
4. Discussion & Possible Action – State Trust Fund Loan.
5. Discussion & Possible Action – Resolution 2026 – 02 Setting the Village of Maine Water Utility's Payment in Lieu of Taxes to the Village of Maine.
6. Discussion & Possible Action – Mill & Overlay N 28th Ave.
7. Discussion & Possible Action – Patching & Shoulder Work N 60th Ave.
8. Discussion & Possible Action – Hillcrest Patching.
9. New Business
10. Next Board of Trustees' meeting date, time, and place
11. Adjournment

Judith Hase, Village President

Please note, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request services, contact the Village Hall (715) 675-5607

RESOLUTION NO. 2026-02
VILLAGE OF MAINE,
MARATHON COUNTY, WISCONSIN

SETTING THE VILLAGE OF MAINE WATER UTILITY PAYMENT IN LIEU OF TAXES TO THE VILLAGE OF MAINE

WHEREAS, the Village of Maine has established its own Municipal Water Utility;

WHEREAS, the Village of Maine is required to submit a water rate case to the Public Service Commission to establish new water rates for the Maine Water Utility,

WHEREAS, Wisconsin Statute §66.0811(2) allows the Board of Trustee's discretion in capping the water utility's payment in lieu of taxes to lessen the water rate on utility rate payers,

WHEREAS, this resolution supersedes Resolution 2019-03 that was adopted on February 11th, 2019,

NOW THEREFORE, BE IT RESOLVED by the Village of Maine Board of Trustees, that payment in lieu of taxes payable by the Maine Water Utility to the Village of Maine shall be zero ($0.00) per year until revised in a subsequent resolution duly adopted by the Village Board in the future to lessen the water rate on utility rate payers effective January 1, 2025.

Adopted this 22nd day of October, 2026.

VILLAGE OF MAINE

By: _____
Judith Hase, Village President

ATTEST:

By: _____
Jamie Heindl, Village Clerk

resolution expired in 2024 - setting the payment in lieu of taxes prevents the water utility from paying property taxes on property that is owned by the water utility.

RESOLUTION NO. 2019-03
VILLAGE OF MAINE, MARATHON COUNTY, WISCONSIN

Setting the Village of Maine Water Utility's Payment In Lieu of Taxes to the Village of Maine

WHEREAS, the Village of Maine has established its own Municipal Water Utility;

WHEREAS, the Village of Maine is required to submit a water rate case to the Public Service Commission to establish new water rates for the Maine Water Utility,

WHEREAS, Wisconsin Statute 66.0811(2) allows the Board of Trustee's discretion in capping the water utility's payment in lieu of taxes to lessen the water rate on utility rate payers,

WHEREAS, this resolution supersedes Resolution 2017-06 that was adopted on October 9th, 2017,

NOW THEREFORE, BE IT RESOLVED by the Village of Maine Board of Trustees, that payment in lieu of taxes payable by the Maine Water Utility to the Village of Maine shall be zero ($0.00) to lessen the water rate on utility rate payers for 5 years from the date of this document.

Moved by Trustee Schoepke and Seconded by Trustee Mulalley,

that the foregoing Resolution is adopted by the Village of Maine Board of Trustees by a vote of 5 in favor and 0 against, Motion carried.

Dated this 11th day of February 2019.

VILLAGE OF MAINE

Betty Hoenisch
Betty Hoenisch, Village President

Cindy Bailey
Cindy Bailey, Village Clerk

CERTIFICATION

The undersigned Clerk of the Village of Maine hereby certifies that the foregoing Resolution was passed by the Village of Maine at its meeting on the 11th day of February 2019, and signed this 11th day of February, 2019.

Cindy Bailey (SEAL)
Cindy Bailey, Village Clerk

THIS INSTRUMENT DRAFTED BY:
Randy L. Frokjer #1010644
Frokjer & Hersil, S.C.
200 N. Center Ave., Merrill, WI 54452
Ph. #715-536-4511

AMERICAN ASPHALT OF WISCONSIN
A DIVISION OF MATHY CONSTRUCTION CO. • MOSINEE, WI

PO Box 98
Mosinee, WI 54455
(715) 693-5200
americanasphaltofwi.com
EOE, including disability / vets

To:	Village of Maine	**Contact:**	
Address:	6111 N 44th Avenue Wausau, WI 54401	**Phone:** **Fax:**	(715) 675-5607 (715) 675-7144
Project Name:	Village Of Maine_N 28th Repair_Wausau	**Bid Number:**	23078-2026
Project Location:	5383 N 28th Ave, Wausau, WI	**Bid Date:**	9/22/2026

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	N 28th 1.5" Mill And Overlay- *Approx: 793 SY* · Provide Traffic Control Signing And Flagging As Needed For Our Operations. · Mill Existing Asphalt At A Depth Of 1.5 Inches. · Apply Tack Coat Prior To Paving Surface Lift. · Pave With Type LT 58-28S Asphalt Mix With Forti Fiber Compacted To An Average Thickness Of 1.5 Inches.	1.00	LS	$17,550.00	$17,550.00

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 within 15 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.
- All private utilities shall be located & marked by customer. Not responsible for repairs if not marked.
- Not responsible for damage to any concrete and/or asphalt that equipment is required to cross to access work area.
- Not responsible for reflective cracking through overlaid pavement.

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.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

American Asphalt Of Wisconsin

Authorized Signature: Tyler Thomae

Estimator: Tyler Thomae
(715) 350-0980
tyler.thomae@americanasphaltofwi.com

TERMS AND CONDITIONS

IOWA NOTICE OF LIEN RIGHTS

PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE IMPROVEMENT OF REAL PROPERTY MAY ENFORCE A LIEN UPON THE IMPROVED PROPERTY IF THEY ARE NOT PAID FOR THEIR CONTRIBUTIONS, EVEN IF THE PARTIES HAVE NO DIRECT CONTRACTUAL RELATIONSHIP WITH THE OWNER. THE MECHANICS' NOTICE AND LIEN REGISTRY PROVIDES A LISTING OF ALL PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS WHO HAVE POSTED A LIEN OR WHO MAY POST A LIEN UPON THE IMPROVED PROPERTY.

MICHIGAN NOTICE OF LIEN RIGHTS

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MINNESOTA NOTICE OF LIEN RIGHTS

ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

WISCONSIN NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR 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 CONTRACTOR, 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. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

ACCEPTANCE OF WORK

All labor and material is conclusively accepted as satisfactory unless excepted 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 the performance of this Proposal/Contract. Where applicable, PURCHASER shall also be responsible for backfilling areas that border along the newly paved surface to eliminate potential cracking. 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 utilities/structures.

Unless exempt, in accepting this Proposal/Contract, PURCHASER acknowledges that it shall comply with the requirements of all applicable federal, state, and local employment laws, executive orders, codes and regulations (the "Requirements") effective where the work and/or services are being performed including, but not limited to, 41 CFR §§ 60-1.4(a)(1)-(8), 60- 1.4(b), 60-1.4(c) or their successors effective where this Proposal/Contract is performed. To the extent required by law, all provisions of the Requirements are hereby incorporated into and made a part of this Agreement and any applicable agreements of CONTRACTOR. To the extent applicable, the Requirements include, but are not limited to, (1) prohibition of discrimination because of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity, national origin and because of inquiry or discussion about or disclosure of compensation, (2) affirmative action to employ and advance in employment individuals without regard to race, sex, disability, or protected veteran status, (3) compliance with the Employee Notice clause contained in 29 C.F.R. part 471, Appendix A to Subpart A, or its successors, (4) compliance with the EEO-1 and VETS-4212 reports filing requirements in 41 C.F.R. §§ 60-1.7 and 41 C.F.R. §61-300.10, or their successors, (5) compliance with paycheck transparency obligations of 48 C.F.R. § 22.2005, including the contract clause found at 48 C.F.R. § 52.222-60, which is incorporated by reference as if fully set forth herein, (6) other affirmative action in employment, (7) required/certified payrolls, (8) social security acts, (9) unemployment compensation acts, (10) worker's compensation acts, (11) equal employment opportunity acts and (12) the required contract provisions for Federal-Aid Construction Contracts, Form FHWA-1273, if applicable.

When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action covered by prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

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 winter 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, 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.

IOWA 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. PURCHASER understands and agrees that 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 Iowa or a court of the United States located in the State of Iowa. It is hereby agreed that no legal action with respect to this contract may be brought by either party later than one year after the cause of action occurs and that the party asserting such a legal action shall be barred from any remedy thereto.

MINNESOTA 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. 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 Minnesota or a court of the United States located in the State of Minnesota.

WISCONSIN 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.

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. We recommend a good quality coal tar emulsion sealer as they are impervious to gasoline and petroleum product spills.

BINDING EFFECT

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

ENTIRE AGREEMENT

This written Proposal/Contract consisting of two (2) sides contains the entire Agreement and understanding between the parties, and no provision, terms, warranties, representations or promises, either expressed or implied, other than those set forth herein are binding on either party.

Zilisch Asphalt LLC

167601 Ringle Ave.
Ringle, WI 54471

Phone # 715-446-2772

PROPOSAL

Date	Proposal #
10/6/2026	8261

Customer/Address
Village of Maine 6111 N 44th Ave Wausau, WI 54401

Description	Qty	Cost	Total
1. N 28th Road Paving Including - mill off 1.5 inches, sweep clean, tack - Pave with an average thickness of 1.5 inches of hot mix - shoulder as needed	6,880	2.95	20,296.00
2. N 60th 9155- 9280 Road Paving Including - mill off 1.5 inches, sweep clean, tack - Pave with an average thickness of 1.5 inches of hot mix - shoulder as needed	4,200	2.95	12,390.00
This estimate can only be honored for 30 days.		0.00	0.00
There will be a 1.5% interest charge per month on all accounts past due.		**Total**	$32,686.00

Accepted this _____day of _____, 2026 Signature _____

Gmail

Joe n

Jarrod Zilisch <zilischasphalt@gmail.com>

Village of Maine request

1 message

Judith Hase <jhase@villageofmaine.org>
To: "zilischasphalt@gmail.com" <zilischasphalt@gmail.com>

Mon, Oct 5, 2026 at 4:56 PM

Hello Lisa,

6750 sqft.

1. The Village of Maine is seeking quotes for a 1.5 mill and asphalt overlay on a small section of N 28th Ave about 750 SY and
2. mill and asphalt overlay along with asphalt shouldering on N 60th 9155 to 9280 needs pothole overlay and asphalt
3. shouldering. Also, there are 8 culvert "bumps" that need milling before and after and then asphalt overlay. For a look at the three spots please reach out to Nate at 715-432-1061.



Thursday by NOON
10/8/2026

JUST N OF 230' MANHOLE

1 sq YARD = 9 sq FEET

1. N 28TH WIDTH 32' x 215' = ~~6720 sqft.~~ 6880 sqft.
2. N 60TH 9155 TO 9280 WEST SIDE 6' 3" MATER. 700' 4200 sqft.
3. CULVERT BUMPS SENT E-MAIL TO ZASPHALT 10/6/26 x 8

W/ SHOULDER WORK GRAVEL

JCJ. 10/6/26

Thanks,

Judith

Phone: (763) 783-1552
P.O. Box 909
Hibbing, MN 55746
Phone: (218) 263-6845
Negaunee, MI 49866
Phone: (906) 226-2804

900 ft east of 60th

Sick

#1 hillcrest - 22' x 18' x 1.5" (3.)
300 yards west of K

#2 hillcrest - 22' x 20 x 2"
1000 ft west of 60th

#3 60th - 21' x 22 x 3.5"
3200 ft north of L

#4 60th - 22' x 20' x 3"
4600 ft north of L

#5 N 12th Ave - 17' x 22' x 2"
4600 ft north of Naugart Dr

#6 Decator Dr. 13' x 22' x 2"
3000 ft east of 44th Ave

#7 Decator - 16' x 22' x 2"
1500 ft west of 44th Ave

MINING · AGGREGATE · CONSTRUCTION · GOVERNMENTAL PRODUCTS

#8 Decator - 14' x 22' x 2"
800 ft east of 60th

AMERICAN ASPHALT OF WISCONSIN
A DIVISION OF MATHY CONSTRUCTION CO. • MOSINEE, WI

PO Box 98
Mosinee, WI 54455
(715) 693-5200
americanasphaltofwi.com
EOE, including disability / vets

To:	Village of Maine	**Contact:**	
Address:	6111 N 44th Avenue Wausau, WI 54401	**Phone:** **Fax:**	(715) 675-5607 (715) 675-7144
Project Name:	Village Of Maine_N 60th Repairs_Wausau	**Bid Number:**	23130-2026
Project Location:	9155 N 60th Ave, Merrill, WI	**Bid Date:**	10/8/2026

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	N 60th Lane Wedging- *Approx: 735 SY* · Provide Traffic Control Signing And Flagging As Needed For Our Operations. · Mill Butt Joints To Achieve 1.5" Depth At Joint. · Apply Tack Coat Prior To Paving Surface Lift. · Pave Lane Wedge With Type 5MT 58-28H With Forti Fiber. · Regrade Shoulder Using 3/4" Road Base Material Where Needed.	1.00	LS	$18,940.00	$18,940.00

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 within 15 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.
- Not responsible for damage to any concrete and/or asphalt that equipment is required to cross to access work area.
- Not responsible for reflective cracking through overlaid pavement.

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.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

American Asphalt Of Wisconsin

Authorized Signature: Tyler Thomae

Estimator: Tyler Thomae
(715) 350-0980
tyler.thomae@americanasphaltofwi.com

AMERICAN ASPHALT OF WISCONSIN
A DIVISION OF MATHY CONSTRUCTION CO. • MOSINEE, WI

PO Box 98
Mosinee, WI 54455
(715) 693-5200
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EOE, including disability / vets

To:	Village of Maine	**Contact:**	
Address:	6111 N 44th Avenue	**Phone:**	(715) 675-5607
	Wausau, WI 54401	**Fax:**	(715) 675-7144
Project Name:	Village Of Maine_3190 Hillcrest Patch_Wausau	**Bid Number:**	23134-2026
Project Location:	3190 Hillcrest Dr, Wausau, WI	**Bid Date:**	9/28/2026

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10	**3190 Hillcrest Dr Patch- *Approx: 38 SY*** · Provide Traffic Control Signing And Flagging As Needed For Our Operations. · Excavate The Existing Asphalt And Subbase As Needed For Drainage And Pavement Structure. · Excess Base Material To Be Kept On Site For Other Gravel Areas. · Fine Grade, Water, And Compact The Base Material. · Pave With Type LT Asphalt Mix Compacted To An Average Thickness Of 3 Inches. · Water Valves Are To Be Located And Raised By Others Prior To Paving.	1.00	LS	$3,465.00	$3,465.00

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.
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- All private utilities shall be located & marked by customer. Not responsible for repairs if not marked.
- Not responsible for damage to any concrete and/or asphalt that equipment is required to cross to access work area.
- Water valves, manholes, etc.., are not to be raised to final grade until after placement of the final binder layer.

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.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

American Asphalt Of Wisconsin

Authorized Signature: Tyler Thomae

Estimator: Tyler Thomae
(715) 350-0980
tyler.thomae@americanasphaltofwi.com

CUSTOMER Village of Maine PROPOSAL # _____

JOB NAME 3190 Hillcrest Dr Patch EST. TONS _____

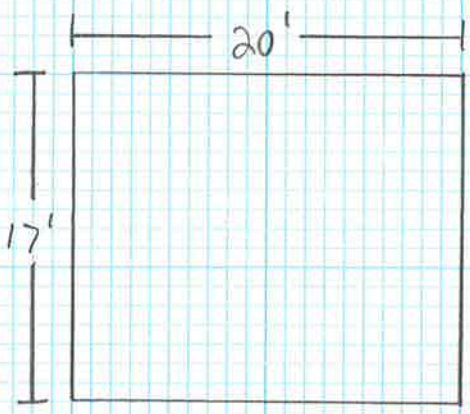
ADDRESS _____ CONTACT _____

CITY _____ PHONE: HOME _____ WORK _____ CELL _____

EMAIL _____

N

ITEM		QUANTITY
Exc -		
Base -		
Saw -		
Exc & Base by others:		
FINE GRADE & PAVE	INCHES	SY
Comments:		



TERMS AND CONDITIONS

IOWA NOTICE OF LIEN RIGHTS

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ACCEPTANCE OF WORK

All labor and material is conclusively accepted as satisfactory unless excepted 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 the performance of this Proposal/Contract. Where applicable, PURCHASER shall also be responsible for backfilling areas that border along the newly paved surface to eliminate potential cracking. 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 utilities/structures.

Unless exempt, in accepting this Proposal/Contract, PURCHASER acknowledges that it shall comply with the requirements of all applicable federal, state, and local employment laws, executive orders, codes and regulations (the "Requirements") effective where the work and/or services are being performed including, but not limited to, 41 CFR §§ 60-1.4(a)(1)-(8), 60- 1.4(b), 60-1.4(c) or their successors effective where this Proposal/Contract is performed. To the extent required by law, all provisions of the Requirements are hereby incorporated into and made a part of this Agreement and any applicable agreements of CONTRACTOR. To the extent applicable, the Requirements include, but are not limited to, (1) prohibition of discrimination because of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity, national origin and because of inquiry or discussion about or disclosure of compensation, (2) affirmative action to employ and advance in employment individuals without regard to race, sex, disability, or protected veteran status, (3) compliance with the Employee Notice clause contained in 29 C.F.R. part 471, Appendix A to Subpart A, or its successors, (4) compliance with the EEO-1 and VETS-4212 reports filing requirements in 41 C.F.R. §§ 60-1.7 and 41 C.F.R. §61-300.10, or their successors, (5) compliance with paycheck transparency obligations of 48 C.F.R. § 22.2005, including the contract clause found at 48 C.F.R. § 52.222-60, which is incorporated by reference as if fully set forth herein, (6) other affirmative action in employment, (7) required/certified payrolls, (8) social security acts, (9) unemployment compensation acts, (10) worker's compensation acts, (11) equal employment opportunity acts and (12) the required contract provisions for Federal-Aid Construction Contracts, Form FHWA-1273, if applicable.

When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action covered by prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

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 winter 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, 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.

IOWA 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. PURCHASER understands and agrees that 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 Iowa or a court of the United States located in the State of Iowa. It is hereby agreed that no legal action with respect to this contract may be brought by either party later than one year after the cause of action occurs and that the party asserting such a legal action shall be barred from any remedy thereto.

MINNESOTA 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. 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 Minnesota or a court of the United States located in the State of Minnesota.

WISCONSIN 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.

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. We recommend a good quality coal tar emulsion sealer as they are impervious to gasoline and petroleum product spills.

BINDING EFFECT

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

ENTIRE AGREEMENT

This written Proposal/Contract consisting of two (2) sides contains the entire Agreement and understanding between the parties, and no provision, terms, warranties, representations or promises, either expressed or implied, other than those set forth herein are binding on either party.