

**VILLAGE OF WINDSOR
BOARD RESOLUTION 2018-46**

A RESOLUTION AWARDING BID FOR BEAR TREE PARK IMPROVEMENTS

WHEREAS, the Village Board is dedicated to enhancing the Windsor park system for the enjoyment and health of our residents; and

WHEREAS, the Village engaged D'Onofrio Kottke and Associates to Design, Engineer, Construction Manage and Bid Bear Tree Park Improvements; and

WHEREAS, the park improvement request for bids was advertised in the DeForest Times Tribune May 10th, 17th and 24th; and

WHEREAS, the park improvement request for bids was noticed on QuestCDN (Construction Data Network) website; and

WHEREAS, two sealed bids were received by the Village and opened on May 31st, 2018 and are attached hereto as Exhibit A and Exhibit B; and

WHEREAS, D'Onofrio Kottke & Assoc., Inc., recommending awarding the bid to Advanced Building Corporation for completion of the total project, including all alternates for \$2,641,385; and

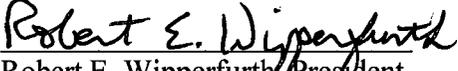
WHEREAS, the Village Board has allocated funds for the completion of the Bear Tree Park improvements total project, including all alternates, in the 2018 borrowing;

NOW THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Windsor that it hereby awards Bear Tree Park improvements, including all alternates, to Advanced Building Corporation in an amount not to exceed \$2,641,385.00 and the Village President and Staff are authorized to execute a contract for same in a form approved by the Village Attorney.

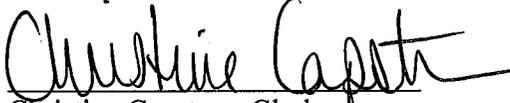
BE IT FURTHER RESOLVED by the Village Board that staff is hereby authorized to expend funds on the Bear Tree Park improvement project as allocated on Exhibit D as General Equipment – Village provided.

The above and foregoing resolution was duly adopted by the Village Board of the Village of Windsor, Dane County, Wisconsin at a meeting held on June 21, 2018, by a vote of 5 in favor and 0 opposed.

VILLAGE OF WINDSOR


Robert E. Wipperfurth, President

Attested by:


Christine Capstran, Clerk

INCORPORATED BY REFERENCE:

- Exhibit A: Joe Daniels Construction Co., Inc. Bid
- Exhibit B: Advanced Building Corporation Bid
- Exhibit C: D'Onofrio Kottke & Assoc., Inc. Recommendation
- Exhibit D: Bear Tree Park Cost Allocation Summary

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Village of Windsor
4084 Mueller Road
DeForest, WI 53532

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>5/25/18</u>
<u>2</u>	<u>5/29/18</u>
<u> </u>	<u> </u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have

been identified in GC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in GC-4.06.

- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the State where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – TIME OF COMPLETION

5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 6 – DEFINED TERMS

6.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 7 – BASIS OF BID

7.01 The Price Schedule at the end of the Bid Form section of these specifications shall be understood by the Owner and Contractor that this is a lump sum contract for construction and installation of improvements to Bear Tree Park as noted in the Bid Form. Village reserves the right to award any or none of the Alternate bids on the Bid Form.

ARTICLE 8 – LIST OF PROPOSED SUBCONTRACTORS

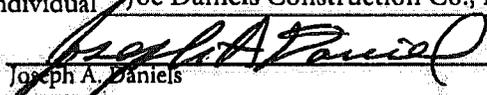
8.01 Bidder shall submit a list of proposed subcontractor for this project. All subcontractors are subject to the approval of the Owner. Failure to complete this section may be grounds for invalidating this bid.

Earthwork PARISE
Utility Construction PARISE
Concrete DANIELS
Paving WOLF
Base Course PARISE
Landscaping GREENER VALLEY
Electrical UNITED ELECTRICAL
Other H+H (PLUMBING)

ARTICLE 9 – BID SECURITY

9.01 This bid must be accompanied by bid security made payable to Owner in the amount of five percent (5%) of bidder's maximum bid price, and in the form of a bid bond or certified check.

ARTICLE 10 – BID SUBMITTAL

Name of Firm or Individual Joe Daniels Construction Co., Inc.
Signature of Bidder 
Title Joseph A. Daniels
President
Date May 31, 2018

BID FORM
BEAR TREE PARK SITE IMPROVEMENTS

Item No.	Description	Est. Quantity	Unit	Unit Price	Amount
101	Bear Tree Park Improvements	1	LS	2,524,807	2,524,807
ALT 1	Water Odyssey Splash Pad Installation	1	LS	165,346	165,346
ALT 2	Asphalt Bicycle Course	1	LS	173,802	173,802
ALT 3	Tennis/Basketball Court	1	LS	92,737	92,737
ALT 4	Pickle Ball Court	1	LS	72,230	72,230
TOTAL AMOUNT OF BID					3,028,922

BID BOND

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

BIDDER (Name and Address):
Joe Daniels Construction Co., Inc.
919 Applegate Road
Madison, WI 53713

SURETY (Name and Address of Principal Place of Business):
The Cincinnati Insurance Company
PO Box 145496
Cincinnati, OH 45250-5496

OWNER (Name and Address):
Village of Windsor
4084 Mueller Road
DeForest, WI 53532

BID
Bid Due Date: May 31, 2018
Project (Brief Description Including Location):
Bear Tree Park Site Improvements
Village of Windsor

BOND
Bond Number: n/a
Date (Not later than Bid due date):
Penal sum Five Percent of the Maximum Amount Bid---- (5%)
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Joe Daniels Construction Co., Inc. (Seal)
Bidder's Name and Corporate Seal)
No Seal

The Cincinnati Insurance Company (Seal)
Surety's Name and Corporate Seal

By: Joseph A. Daniels
Signature and Title
Joseph A. Daniels - President

By: Patrick A. McKenna
Signature and Title Patrick A. McKenna - Attorney-in-Fact
(Attach Power of Attorney)

Attest: Samuel J. Daniels
Signature and Title
Samuel J. Daniels - Corporate Secretary

Attest: Kea I. Sainsbury
Signature and Title
Kea I. Sainsbury

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Patrick A. McKenna; Judith A. Walker; Brooke L. Parker; Elizabeth Mosca and/or David Zenobi

of Madison, Wisconsin its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: Any such obligations in the United States, up to Thirty Million and No/100 Dollars (\$30,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company; a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8th day of March, 2017.



THE CINCINNATI INSURANCE COMPANY
Patrick A. McKenna
Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 8th day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 31st day of May, 2018



Secretary

INSTRUCTIONS TO BIDDERS

BEAR TREE PARK SITE IMPROVEMENTS (Project)

**VILLAGE OF WINDSOR
(Owner)
Village of Windsor, Wisconsin**

Sealed bids will be received by the Village of Windsor, at 4084 Mueller Road, DeForest, Wisconsin, until 2:00 p.m., May 31, 2018 for the furnishing of labor, services, materials and equipment for construction of the proposed Project, at which time and place all bids will be opened and read aloud. All bids shall be clearly marked "Bear Tree Park Site Improvements".

Hard copies of the plans and specifications can be mailed and are also available for inspection at D'Onofrio, Kottke & Associates, Inc office 7530 Westward Way, Madison WI 53717. Please call 608-833-7530 in prior to picking up plans. A nonrefundable deposit of \$100 is required.

Plans and specifications are also available for inspection at the Village of Windsor 4084 Mueller Road, DeForest, WI 53532. Digital plans and specifications in PDF format are available at no charge by emailing bhollar@donofrio.cc.

PREQUALIFICATION

Bidders shall meet any prequalification requirements currently established by the Village of Windsor (municipality) in 2018, to perform the utility, public works, or road construction work, the scope of which is equal to or greater than this proposed Project. All bidders shall include written verification of such prequalification to the Village prior to the time of bid submittal.

BIDDER COMPETENCY

The Owner reserves the right to disregard the bid of any bidder who is, in the judgment of the Owner, incompetent or otherwise unreliable for the performance of the work for which a bid was submitted.

GENERAL

The bid, with specifications and drawings, covers the requirements of the Owner, for the construction indicated on the plans and in the location shown on the plans, including the furnishing and installation of materials indicated and connection of work with existing construction.

EXAMINATION OF PLANS, SPECIFICATIONS AND WORK

Bidders shall carefully examine the plans, specifications, and the site of the proposed work, the work, the bid and any and all contract forms, and satisfy themselves of the character, quality and quantities of work to be performed, materials to be furnished, the requirements of the specifications, special provisions, and contract, and further satisfy themselves of all of the circumstances and conditions affecting the nature of the work and the cost to perform thereof. A bidder's failure to make such examination or to

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Village of Windsor
4084 Mueller Road
DeForest, WI 53532

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>5/25/2018</u>
<u>2</u>	<u>5/29/2018</u>
<u> </u>	<u> </u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have

been identified in GC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in GC-4.06.

- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
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ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
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- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – TIME OF COMPLETION

5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 6 – DEFINED TERMS

6.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 7 – BASIS OF BID

7.01 The Price Schedule at the end of the Bid Form section of these specifications shall be understood by the Owner and Contractor that this is a lump sum contract for construction and installation of improvements to Bear Tree Park as noted in the Bid Form. Village reserves the right to award any or none of the Alternate bids on the Bid Form.

ARTICLE 8 – LIST OF PROPOSED SUBCONTRACTORS

8.01 Bidder shall submit a list of proposed subcontractor for this project. All subcontractors are subject to the approval of the Owner. Failure to complete this section may be grounds for invalidating this bid.

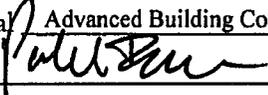
Earthwork Parisi Construction
Utility Construction Parisi Construction
Concrete ABC/Flatwork Design
Paving Payne and Dolan
Base Course Parisi Construction
Landscaping Niesen and son
Electrical UNITED ELECTRICAL
Other _____

ARTICLE 9 – BID SECURITY

9.01 This bid must be accompanied by bid security made payable to Owner in the amount of five percent (5%) of bidder's maximum bid price, and in the form of a bid bond or certified check.

ARTICLE 10 – BID SUBMITTAL

Name of Firm or Individual Advanced Building Corporation

Signature of Bidder 

Title President

Date 5/31/2018

BID FORM
BEAR TREE PARK SITE IMPROVEMENTS

Item No.	Description	Est. Quantity	Unit	Unit Price	Amount
101	Bear Tree Park Improvements	1	LS	2,218,000.00	\$ 2,218,000.00
ALT 1	Water Odyssey Splash Pad Installation	1	LS	114,500.00	\$ 114,500.00
ALT 2	Asphalt Bicycle Course	1	LS	145,500.00	\$ 145,500.00
ALT 3	Tennis/Basketball Court	1	LS	84,885.00	\$ 84,885.00
ALT 4	Pickle Ball Court	1	LS	73,500.00	\$ 73,500.00
TOTAL AMOUNT OF BID					\$ 2,641,385.00



Document A310™ – 2010

Bid Bond

Bond Number: 2386115

CONTRACTOR:

(Name, legal status and address)

Advanced Building Corporation
3624 Pioneer Rd
Verona, WI 53593-9766

SURETY:

(Name, legal status and principal place of business)

West Bend Mutual Insurance Company
PO Box 620976
Middleton, WI 53562

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

OWNER:

(Name, legal status and address)

Village of Windsor
4084 Mueller Road
DeForest WI 53532

BOND AMOUNT: \$ Five Percent of the Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Windsor Bear Tree Park Improvements and Shelters DeForest, WI

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

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User Notes:

(3B9ADA17)

Signed and sealed this 31 day of May, 2018

Kathy L. Brummel
(Witness)

Mogau Goyel
(Witness)

Advanced Building Corporation
(Contractor as Principal) (Seal)
[Signature]
(Title)

West Bend Mutual Insurance Company
(Surety) (Seal)
[Signature]
(Title) Patrick A McKenna, Attorney-In-Fact

Int.



THE SILVER LINING®

Bond No. 2386115

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Patrick A McKenna

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: **Seven Million Five Hundred Thousand Dollars (\$7,500,000)**

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 West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power 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 or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 31st day of May, 2018



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

June 1, 2018

Tina Butteris
Village of Windsor
4084 Mueller Rd
DeForest, WI 53532

Re: Bear Tree Park Bids

Dear Tina,

Two bids were received for the Bear Tree Park Improvements project: Advanced Building Corporation and Joe Daniels Construction. Each bid was accompanied by the required bid bond and all addendums were acknowledged. Advance Building Corporation is the bidder with the lowest base bid and overall bid including alternates. They completed the Cradle Hill splash pad project in the Village and is a well qualified contractor. With that, we recommend the Village award the project to Advanced Building Corporation.

Please see attached bid tab for contractor pricing.

If you have any questions do not hesitate to contact me.

Sincerely,

D'Onofrio Kottke & Assoc., Inc.



Bruce J Hollar, P.E.

BID RESULTS

PROJECT: Bear Tree Park **ENGINEER:** D'Onofrio, Kottke & Associates, Inc.
SCOPE OF WORK: Site Improvements **DATE:** May 31, 2018
OWNER: Village of Windsor **FILE #:** 17-01-101

		Advanced Building Corporation			Joe Daniels Construction Co., Inc.		
Item No.	Description	Est. Quantity	Unit	Unit Price	Amount	Unit Price	Amount
101	Bear Tree Park Improvements	1	LS	\$2,218,000.00	\$2,218,000.00	\$2,524,807.00	\$2,524,807.00
102	Water Odyssey Splash Pad Installation	1	LS	\$114,500.00	\$114,500.00	\$165,346.00	\$165,346.00
103	Asphalt Bicycle Course	1	LS	\$145,500.00	\$145,500.00	\$173,802.00	\$173,802.00
104	Tennis/Basketball Court	1	LS	\$89,885.00	\$89,885.00	\$92,737.00	\$92,737.00
105	Pickle Ball Court	1	LS	\$73,500.00	\$73,500.00	\$72,230.00	\$72,230.00
Total Amount of Bid					\$2,641,385.00		\$3,028,922.00

**VILLAGE OF WINDSOR
BEAR TREE COMMUNITY PARK**

Low Bid: Advanced Building Corporation Built Into Costs

Expenditures	Cost	Subtotal	Total Cost	Borrowing Needed						
Engineering (Design/Bid/Project Mgr)		\$ 112,200								
General Project										
General Contractor	\$	2,218,000								
General Equipment - Village Provided										
Playground Equip, Installation, Bark	\$	206,414								
11 Inground Benches	\$	5,487								
4 Bike Racks	\$	835								
18 Picnic Tables	\$	17,079								
4 Push top receptacle (in bathrooms) - est	\$	1,000								
8 Powder Coated Trash Recep/32 gal	\$	3,055								
			Eng + Gen							
GENERAL PROJECT SUBTOTAL	\$	2,451,871	\$ 2,564,071	\$ 2,083,979						
Alternate No. 1 - Splash Pad										
General Contractor	\$	114,500								
General Equipment - Village Provided										
Splash Pad Equipment	\$	90,518								
General Equipment										
5 Shade Canopy, Square Pedestal Picnic Table	\$	19,715								
6 Inground Benches	\$	2,993								
			Eng+Gen+#1							
ALTERNATE NO. 1 SUBTOTAL	\$	227,726	\$ 2,791,797	\$ 2,311,705						
Alternate No. 2 - Asphalt Bicycle Course										
General Contractor	\$	145,500								
General Equipment - Village Provided										
2 Bike Racks	\$	418								
Trash Receptacle	\$	382								
Bike repair station	\$	2,619								
3 Shade Canopy, Square Pedestal Picnic Table	\$	11,829								
			Eng+Gen+#1+#2							
ALTERNATE NO. 2 SUBTOTAL	\$	160,747	\$ 2,952,544	\$ 2,472,453						
Alternate No. 3 - Basketball/Tennis Court										
General Contractor	\$	89,885								
General Equipment - Village Provided										
1 Bike Rack	\$	209								
Trash Receptacle	\$	382								
4 Inground Benches	\$	1,995								
			Eng+Gen+#1+#2+#3							
ALTERNATE NO. 3 SUBTOTAL	\$	92,471	\$ 3,045,015	\$ 2,564,924						
Alternate No. 4 - Pickle Ball Court										
General Contractor	\$	73,500								
General Equipment - Village Provided										
1 Bike Rack	\$	209								
Trash Receptacle	\$	382								
2 Inground Benches	\$	998								
			Eng+Gen+#1+#2+#3							
ALTERNATE NO. 4 SUBTOTAL	\$	75,089	\$ 3,120,104	\$ 2,640,012						
<table border="1" style="margin: auto;"> <tr> <td style="padding: 5px;">TOTAL PROJECT</td> <td style="padding: 5px;">\$ 3,120,104</td> </tr> <tr> <td style="padding: 5px;">Less Funds on Hand</td> <td style="padding: 5px;">\$ (480,092)</td> </tr> <tr> <td style="padding: 5px;">BORROWING</td> <td style="padding: 5px;">\$ 2,640,012</td> </tr> </table>					TOTAL PROJECT	\$ 3,120,104	Less Funds on Hand	\$ (480,092)	BORROWING	\$ 2,640,012
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