

**VILLAGE OF WINDSOR
VILLAGE BOARD RESOLUTION 2020-21**

AWARDING CONTRACTS FOR THE 2020 ROAD PROJECTS

WHEREAS, the Village Board finds that the Village of Windsor has need to perform crack sealing/chip sealing, and pulverize and overlay on some roads; and

WHEREAS, the Village requested bids for the following services:

1. 2020 Road Improvement – Crack Seal and Chip Seal Project
2. 2020 Road Improvement – Pulverize and Overlay Project

; and

WHEREAS, the bids were received and opened for the 2020 Road Improvement – Crack Seal and Chip Seal Project as attached as Exhibit A; and

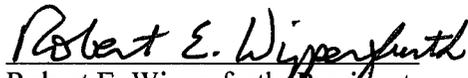
WHEREAS, the bids were received and opened for the 2020 Road Improvement – Pulverize and Overlay Project as attached as Exhibit B; and

WHEREAS, the Public Works Director and Village Engineer recommend awarding the Crack Sealing/Chip Sealing bid to Fahrner Asphalt Sealers for \$83,616.00, and the Pulverize and Overlay bid to Tri-County Paving Inc. for \$568,920.00 in accordance with the memorandum attached as Exhibit C.

NOW THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Windsor that it hereby awards the Crack Sealing/Chip Sealing bid to Fahrner Asphalt Sealers for \$83,616.00, and the Pulverize and Overlay bid to Tri-County Paving Inc. for \$568,920.00. The Village President, Village Attorney and Staff are authorized to execute a contract and all associated documents, as approved by the Village Attorney, on behalf of the Village.

The above and foregoing Resolution was duly adopted at a meeting of the Village Board of the Village of Windsor on March 19, 2020, by a vote of 5 in favor and 0 opposed.

VILLAGE OF WINDSOR


Robert E. Wipperfurth, President

Attested by:


Christine Capstran, Clerk

- EXHIBIT: A. Bid Tabulation documents for Crack Sealing/Chip Sealing Program
B. Bid Tabulation documents for Pulverize and Overlay Program
C. Memorandums from Baxter & Woodman Consulting Engineers

Exhibit A

00 41 00.13

BID FORM

ONE ORIGINAL BID SHALL BE SUBMITTED

To: Village of Windsor
Windsor Village Hall
4084 Mueller Road
Deforest, WI 53532
(hereinafter called OWNER)

From: Fahrner Asphalt Sealers, LLC
Company

316 Raemisch Road
Address

Wausauke WI 53597
City State Zip Code

(608) 849-6466
Telephone

(608) 849-1270
FAX

joe.bass@fahrnerasphalt.com
E-MAIL

(hereinafter called BIDDER)

1. 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 furnish all labor, materials, tools, and services required for the construction of the 2020 Road Improvements – Chip Seal and Crack Seal for the Village of Windsor, Dane County, Wisconsin (Engineers' Job No. 181368), all in accordance with the Bidding Documents prepared by Baxter & Woodman, Inc., Consulting Engineers.
2. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Bidder Instructions, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 90 days after the date of Bid opening or for such longer period of time that Bidder may agree to in writing upon request of Owner. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within 15 days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as set forth in the Agreement, that:
 - a. BIDDER has examined copies of all the Bidding Documents.
 - b. BIDDER is familiar with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions and legal and regulatory requirements that in

BID FORM

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any manner may affect cost, progress, performance, or furnishing of the Work, and has made such independent investigations as BIDDER deems necessary.

- c. Bidder has obtained and carefully studied (or assumes responsibility for having done 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.
- d. 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.
- e. Bidder is aware of the general nature of the Work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- f. 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 the written resolution thereof by ENGINEER is acceptable to Bidder.
- g. 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.
- h. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the Work for which this Bid is submitted.
- i. This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- j. By submission of the Bid, BIDDER certifies, and in the case of a Joint Bid each party thereto certifies as to his own organization, that in connection with the Bid:
 - (1) The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting

BID FORM

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competition, as to any matter relating to such prices with any other Bidder or with any competitor.

- (2) Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the BIDDER, prior to opening, directly, or indirectly to any other Bidder or to any competitor.
- (3) No attempt has been made or will be made by the BIDDER to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- (4) BIDDER is not listed on the State of Wisconsin Department of Transportation List of Disapproved, Suspended and Debarred Contractors.
4. BIDDER submits the following Schedule of Unit Prices for the Work to be performed in accordance with the Bidding Documents and agrees that items of work not specifically mentioned in the Schedule which are necessary and required to complete the Work intended shall be done incidental to and as part of the items of work for which a unit price is given, and understands that no additional payment will be made for such incidental work.

Bidder agrees that OWNER may remove any one or more street segments of chip sealing and/or crack sealing from the Bid prior to award, and if awarded the Contract for such remaining Part or Parts of this Bid, the Bidder agrees to perform and complete the work at the Contract Unit Prices submitted. Segments to be removed will be determined based on total bid with respect to the Village's total budget for roadway improvements, with award made to the lowest responsible Bidder based on total awarded Unit Price Bid Amount.

SCHEDULE OF UNIT PRICES					
No.	Pay Item	Approximate Quantity		Unit Price	Amount
1	CHIP SEALING	42,300	SY	\$ 1.87	\$ 79,101.00
2	CRACK SEALING				
	Glenview Road	1	LS	Lump Sum	\$ 1,750.00
	Glenview Court	1	LS	Lump Sum	\$ 1,215.00
	Combs Court	1	LS	Lump Sum	\$ 450.00
	Millstone Lane	1	LS	Lump Sum	\$ 750.00
	Gray Road (Western 300')	1	LS	Lump Sum	\$ 350.00
TOTAL UNIT PRICE BID AMOUNT				\$	83,616.00

Fahner Asphalt Sealers, LLC
 316 Raemisch Rd.
 Waunakee WI 53597

- 5. The Work will be substantially completed on or before September 30, 2020, and completed and ready for final payment in accordance with paragraph 1.11 of the Supplementary Conditions on or before October 31, 2020. Work must be substantially completed within 14 calendar days after the start of construction.
- 6. Required Bid Security in the form of (Certified Check or Bid Bond) in the amount of _____ or five Percent of the Bid Amount.
- 7. Bidder will be obtaining Performance and Payment Bonds through the following local agent or broker:

Name: Willis Towers Watson Midwest, Inc.

Address: 8400 Normandale Lake Blvd, Ste 1700 Bloomington, MN 55437

Telephone: (763) 302-7197 email: _____

- 8. BIDDER submits all items listed in Section 00 43 93 – Bid Submittal Checklist.
- 9. BIDDER acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Date Received</u>
<u>1</u>	<u>2/24/2020</u>
<u>2</u>	<u>2/27/2020</u>
_____	_____
_____	_____

- 10. The person signing this Bid certifies that: (Check applicable box.)

- He/She is the person in the BIDDER's organization responsible within that organization for the decision as to the prices being bid and that he/she has not participated, and will not participate, in any action contrary to that above; or
- He/She is not the person in the BIDDER's organization responsible within that organization for the decision as to the prices being bid but that he/she has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to the above, and as their agent shall so certify; and shall also

certify that he/she has not participated, and will not participate, in any action contrary to that above.

Respectfully submitted, signed, and sealed this 5th day of March, 2020.

"NO CORPORATE
SEAL ADOPTED"
(SEAL)

Fährner Asphalt Sealers, LLC
BIDDER

By [Signature]
Jim Rozumalski, VP- Wauwatosa
Name - Title

ATTEST:

[Signature]
Anson Everhart, Admin
Name - Title

END OF BID FORM

**RESOLUTION OF THE
BOARD OF DIRECTORS OF
FAHRNER ASPHALT SEALERS, L.L.C.**

Pursuant to Section 183.0404 of the Wisconsin Statutes, the undersigned, being all of the Directors of Fahrner Asphalt Sealers, L.L.C., a Wisconsin limited liability company (the "Company"), hereby consent to the following action in lieu of a special meeting of the Board of Directors, with the express intention that the action has the same effect as though adopted by vote at such a special meeting.

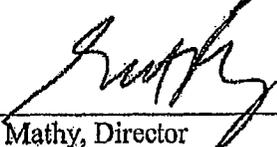
RESOLVED, that any one of the following named persons be and they are hereby authorized for and on behalf of the Company to make, sign, enter into and execute any bids, contracts, subcontracts, bonds or other documents and instruments in connection with work to be performed by the Company or for the purchase of materials or property on behalf of the Company:

<u>Name</u>	<u>Title</u>
Kent Kutnink	President and Treasurer
Jeffrey Schuh	Vice President
Thomas D. Johndro	Vice President
Kevin Kruckow	Vice President
Troy Carlson	Vice President
Michael S. Frodl	Vice President
Jacob Gale	Secretary
Tyler Cass	Assistant Secretary
Jeff Salewske	Assistant Secretary
James Rozumialski	

Dated this 3rd day of April, 2019.



Steven C. Mathy, Director



Scott P. Mathy, Director

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Fahrner Asphalt Sealers, L.L.C.
316 Raemisch Road
Waunakee, WI 53597

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 North Franklin Street
Chicago, IL 60606
Mailing Address for Notices
Western Surety Company
151 North Franklin Street
Chicago, IL 60606

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.

OWNER:

(Name, legal status and address)

Village of Windsor
4084 Mueller Road
Deforest, WI 53532

BOND AMOUNT: 5% Five percent of principals maximum bid amount

PROJECT:

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

2020 Road Improvements
Chip Seal and Crack Seal
Village of Windsor, Wisconsin

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.

Signed and sealed this 5th day of March, 2020

**"NO CORPORATE
SEAL ADOPTED"**

Fahrner Asphalt Sealers, L.L.C.

(Principal)

(Seal)

By:

(Title) Anir Kozumilak / Vice President, Waunakee

Western Surety Company

(Surety)

(Seal)

By:

(Title) Kelly Nicole Enghaus / Attorney-in-Fact

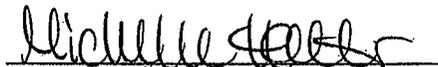
(Witness)

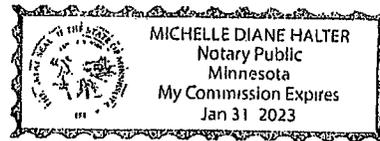
(Witness)

Surety Acknowledgment

State of Minnesota }
County of Hennepin } ss.

On this 5th day of March 2020, before me personally came Kelly Nicole Enghauser, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Western Surety Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.


Notary Public



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make constitute and appoint

Laurie Pflug, Brian D. Carpenter, Jessica Hoff, Nicole Langer, Craig Olmstead, Trisha Kasper, Blake S. Bohlig, Heather R. Goedel, Kelly Nicole Enghauser, Michelle Halter, Individually

of Bloomington, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of December, 2019



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of December, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn did depose and say that he resides in the City of Sioux Falls, State of South Dakota, that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument, that he knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of March, 2020



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

00 43 36

PROPOSED SUBCONTRACTORS FORM

TO: Village of Windsor
4084 Mueller Road
Deforest, Wisconsin 53532
(hereinafter called OWNER)

1. Pursuant to bidding requirements for the Work titled:

VILLAGE OF WINDSOR, WISCONSIN
2020 ROAD IMPROVEMENTS
CHIP SEAL AND CRACK SEAL

for portions of the Work equaling or exceeding \$10,000, BIDDER proposes to use the following Subcontractors. Except as otherwise approved by OWNER, BIDDER proposes to perform all other portions of the Work with his own forces:

2. Portion of the Work:

Subcontractor name and address:

Pick-up Sweeping

Sweep - All
W240S4931 Wi-164
Waukegan, WI 53199

00 41 00.13

BID FORM

ONE ORIGINAL BID SHALL BE SUBMITTED

To: Village of Windsor
Windsor Village Hall
4084 Mueller Road
Deforest, WI 53532
(hereinafter called OWNER)

From: Scott Construction, Inc.
Company

P.O. Box 340
Address

Lake Delton WI 53940
City State Zip Code

(608) 254-2555
Telephone

(608) 254-2249
FAX

Chaswell@scottconstruct.com
E-MAIL

(hereinafter called BIDDER)

1. 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 furnish all labor, materials, tools, and services required for the construction of the 2020 Road Improvements – Chip Seal and Crack Seal for the Village of Windsor, Dane County, Wisconsin (Engineers' Job No. 181368), all in accordance with the Bidding Documents prepared by Baxter & Woodman, Inc., Consulting Engineers.
2. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Bidder Instructions, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 90 days after the date of Bid opening or for such longer period of time that Bidder may agree to in writing upon request of Owner. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within 15 days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as set forth in the Agreement, that
 - a. BIDDER has examined copies of all the Bidding Documents.
 - b. BIDDER is familiar with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions and legal and regulatory requirements that in

BID FORM

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any manner may affect cost, progress, performance, or furnishing of the Work, and has made such independent investigations as BIDDER deems necessary.

- c. Bidder has obtained and carefully studied (or assumes responsibility for having done 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.
- d. 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.
- e. Bidder is aware of the general nature of the Work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- f. 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 the written resolution thereof by ENGINEER is acceptable to Bidder.
- g. 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.
- h. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the Work for which this Bid is submitted.
- i. This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- j. By submission of the Bid, BIDDER certifies, and in the case of a Joint Bid each party thereto certifies as to his own organization, that in connection with the Bid:
 - (1) The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting

competition, as to any matter relating to such prices with any other Bidder or with any competitor.

- (2) Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the BIDDER, prior to opening, directly, or indirectly to any other Bidder or to any competitor.
 - (3) No attempt has been made or will be made by the BIDDER to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
 - (4) BIDDER is not listed on the State of Wisconsin Department of Transportation List of Disapproved, Suspended and Debarred Contractors.
4. BIDDER submits the following Schedule of Unit Prices for the Work to be performed in accordance with the Bidding Documents and agrees that items of work not specifically mentioned in the Schedule which are necessary and required to complete the Work intended shall be done incidental to and as part of the Items of work for which a unit price is given, and understands that no additional payment will be made for such incidental work.

Bidder agrees that OWNER may remove any one or more street segments of chip sealing and/or crack sealing from the Bid prior to award, and if awarded the Contract for such remaining Part or Parts of this Bid, the Bidder agrees to perform and complete the work at the Contract Unit Prices submitted. Segments to be removed will be determined based on total bid with respect to the Village's total budget for roadway Improvements, with award made to the lowest responsible Bidder based on total awarded Unit Price Bid Amount.

SCHEDULE OF UNIT PRICES					
No.	Pay Item	Approximate Quantity		Unit Price	Amount
1	CHIP SEALING	42,300	SY	\$ 1.925	\$81,427.50
2	CRACK SEALING				
	Glenview Road	1	LS	Lump Sum	\$ 2,545.00
	Glenview Court	1	LS	Lump Sum	\$ 1,200.00
	Combs Court	1	LS	Lump Sum	\$ 1,050.00
	Millstone Lane	1	LS	Lump Sum	\$ 3,520.00
	Gray Road (Western 300')	1	LS	Lump Sum	\$ 500.00
TOTAL UNIT PRICE BID AMOUNT				\$	90,242.50

BID FORM

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- 5. The Work will be substantially completed on or before September 30, 2020, and completed and ready for final payment in accordance with paragraph 1.11 of the Supplementary Conditions on or before October 31, 2020. Work must be substantially completed within 14 calendar days after the start of construction.
- 6. Required Bid Security in the form of (Certified Check or ~~Bid Bond~~) in the amount of _____ or FIVE Percent of the Bid Amount.
- 7. Bidder will be obtaining Performance and Payment Bonds through the following local agent or broker:

Name: Hausmann-Johnson Insurance, Inc

Address: 740 Regent Street P.O. Box 259408 Madison, WI 53725

Telephone: 608-257-3795 email: liz.masco@hausmann-johnson.com

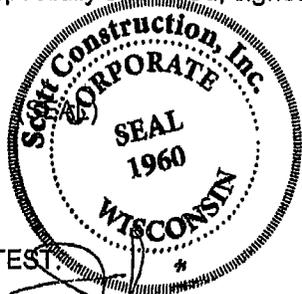
- 8. BIDDER submits all items listed in Section 00 43 93 – Bid Submittal Checklist.
- 9. BIDDER acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Date Received</u>
<u>1</u>	<u>2/24/20</u>
<u>2</u>	<u>2/27/20</u>
_____	_____
_____	_____

- 10. The person signing this Bid certifies that: (Check applicable box.)
 - () He/She is the person in the BIDDER's organization responsible within that organization for the decision as to the prices being bid and that he/she has not participated, and will not participate, in any action contrary to that above; or
 - () He/She is not the person in the BIDDER's organization responsible within that organization for the decision as to the prices being bid but that he/she has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to the above, and as their agent shall so certify; and shall also

certify that he/she has not participated, and will not participate, in any action contrary to that above.

Respectfully submitted, signed, and sealed this 5th day of March, 20 20.



Scott Construction, Inc.
BIDDER

By [Signature]
John A. Scott, Vice President
Name - Title

ATTEST

[Signature]
Steven T. Heiser, Secretary
Name - Title

END OF BID FORM

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Judith A. WALKER, David ZENOBI, Patrick A. MCKENNA, Brooke L. PARKER and Elizabeth MOSCA**, all of **Madison, Wisconsin**, EACH its true and lawful agent and Attorney-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 and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

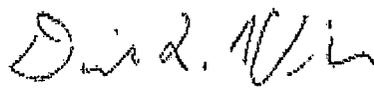
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of March, A.D 2018

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 
Secretary
Michael McKibben


Vice President
David McVicker

State of Maryland
County of Baltimore

On this 15th day of March, A D 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written


Constance A. Dunn, Notary Public
My Commission Expires July 9, 2019



Village of Windsor
 2020 Road Improvements - Crack Seal and Chip Seal

March 5, 2020/1:00 PM
 Engineer's Job No.: 181368.90

No	Item Description	Unit	QTY	Engineer's Estimate		Fahrmer		Scott Construction	
				Unit Price	Total Price	Unit Price	Total	Unit Price	Total
BASE BID - VILLAGE IMPROVEMENTS									
1	CHIP SEAL	SY	42,300	\$2.15	\$90,945.00	\$1.87	\$79,101.00	\$1.925	\$81,427.50
2	CRACK SEAL								
	Glenview Road	LSUM	1	\$2,500.00	\$2,500.00	\$1,750.00	\$1,750.00	\$2,545.00	\$2,545.00
	Glenview Court	LSUM	1	\$1,500.00	\$1,500.00	\$1,215.00	\$1,215.00	\$1,200.00	\$1,200.00
	Combs Court	LSUM	1	\$1,000.00	\$1,000.00	\$450.00	\$450.00	\$1,050.00	\$1,050.00
	Millstone Lane	LSUM	1	\$2,000.00	\$2,000.00	\$750.00	\$750.00	\$3,520.00	\$3,520.00
	Gray Road (Western 300')	LSUM	1	\$500.00	\$500.00	\$350.00	\$350.00	\$500.00	\$500.00
					\$98,445.00		\$83,616.00		\$90,242.50
					USE \$100,000.00				

00 41 00.13

BID FORM

ONE ORIGINAL BID SHALL BE SUBMITTED

To Village of Windsor
Windsor Village Hall
4084 Mueller Road
Deforest, WI 53532
(hereinafter called OWNER)

From. Tri County Paving, Inc.
Company

P.O. Box 394
Address

DeForest WI. 53532
City State Zip Code

608 846-4657
Telephone

608 846-2570
FAX

ryanbendixen@hotmail.com
E-MAIL

(hereinafter called BIDDER)

- 1 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 furnish all labor, materials, tools, and services required for the construction of the 2020 Road Improvements - Pulverize and Overlay for the Village of Windsor, Dane County, Wisconsin (Engineers' Job No. 181368), all in accordance with the Bidding Documents prepared by Baxter & Woodman, Inc , Consulting Engineers
2. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Bidder Instructions, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 90 days after the date of Bid opening or for such longer period of time that Bidder may agree to in writing upon request of Owner. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within 15 days after the date of OWNER's Notice of Award.
- 3 In submitting this Bid, BIDDER represents, as set forth in the Agreement, that:
 - a. BIDDER has examined copies of all the Bidding Documents.

- b BIDDER is familiar with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions and legal and regulatory requirements that in any manner may affect cost, progress, performance, or furnishing of the Work, and has made such independent investigations as BIDDER deems necessary.
- c Bidder has obtained and carefully studied (or assumes responsibility for having done 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.
- d 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.
- e Bidder is aware of the general nature of the Work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- f 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 the written resolution thereof by ENGINEER is acceptable to Bidder
- g 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.
- h. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the Work for which this Bid is submitted
- i BIDDER acknowledges that the Village of Windsor Base Bid constructed improvements will result in the section dimensions listed in the table below:

STREET	PAVEMENT WIDTH (TWO LANES)	PAVEMENT CROSS SLOPE	SHOULDER WIDTH (AGGREGATE)	SHOULDER CROSS SLOPE
LEONARD ROAD	18	2%	2	4%
EAST LEONARD ROAD	22	2%	2	4%
PARTRIDGE ROAD	22	2%	2	4%
HERON WAY	22	2%	2	4%
EGRE ROAD	22	2%	3	4%

- j This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- k. By submission of the Bid, BIDDER certifies, and in the case of a Joint Bid each party thereto certifies as to his own organization, that in connection with the Bid.
 - (1) The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
 - (2) Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the BIDDER, prior to opening, directly, or indirectly to any other Bidder or to any competitor.
 - (3) No attempt has been made or will be made by the BIDDER to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition
 - (4) BIDDER is not listed on the State of Wisconsin Department of Transportation List of Disapproved, Suspended and Debarred Contractors.
- 4. BIDDER submits the following Schedule of Unit Prices for the Work to be performed in accordance with the Bidding Documents and agrees that items of work not specifically mentioned in the Schedule which are necessary and required to complete the Work intended shall be done incidental to and as part of the items of work for which a unit price is given, and understands that no additional payment will be made for such incidental work.

Bidder agrees that OWNER may remove any one or more street segments from the Base Bid prior to award, and if awarded the Contract for such remaining Part or Parts of this Bid, the Bidder agrees to perform and complete the work at the Contract Unit Prices submitted. Segments to be removed will be determined based on total bid with respect to the amount budgeted for the work

BIDDER agrees that the Owner will not be awarding or contracting for the work included in the Alternate Bid Parkside Village will award and contract for that work independent of the Village of Windsor Base Bid Improvements.

SCHEDULE OF UNIT PRICES

No	Pay Item	Approximate Quantity	Unit Price	Amount
BASE BID - VILLAGE IMPROVEMENTS				
1	PULVERIZING EXISTING ASPHALTIC PAVEMENT 8-inches	33400 SQ YD	\$ <u>1.20</u>	\$ <u>40,080.00</u>
2	BASE REPAIR, AGGREGATE	1100 TONS	\$ <u>22.00</u>	\$ <u>24,200.00</u>
3	HOT-MIX ASPHALT PAVEMENT Upper Layer - 1.75 inch	3400 TONS	\$ <u>60.35</u>	\$ <u>205,190.00</u>
	Lower Layer - 2 25 inch	4400 TONS	\$ <u>58.50</u>	\$ <u>257,400.00</u>
4	AGGREGATE SHOULDER - 2 feet	28200 LF	\$ <u>1.00</u>	\$ <u>28,200.00</u>
5	PAVEMENT MARKING - EPOXY 4-inch centerline yellow	9000 LF	\$ <u>0.75</u>	\$ <u>6,750.00</u>
6	TRAFFIC CONTROL AND PROTECTION	1 LSUM	LUMP SUM	\$ <u>5,000.00</u>
7	REGRADE & RESTORE DITCH EMBANKMENT	120 SY	\$ <u>17.50</u>	\$ <u>2,100.00</u>
BASE BID TOTAL				\$ <u>568,920.00</u>

ALTERNATE - PARKSIDE CIRCLE (OPTIONAL)

1	ASPHALTIC SURFACE REMOVAL (COLD MILLING) Surface (3 3/4-inches)	5500 SQ YD	\$ <u>3.00</u>	\$ <u>16,500.00</u>
2	BASE REPAIR, AGGREGATE	730 TONS	\$ <u>24.00</u>	\$ <u>17,520.00</u>
3	PCC CURB AND GUTTER REMOVAL AND REPLACEMENT	600 LF	\$ <u>56.00</u>	\$ <u>33,600.00</u>
4	FRAMES AND GRATES TO BE ADJUSTED <i>*There is no grade charge</i>	20 EACH	\$ <u>1.00</u>	\$ <u>20.00</u>
5	HOT-MIX ASPHALT PAVEMENT Upper Layer - 1 75 inch	550 TONS	\$ <u>65.20</u>	\$ <u>35,860.00</u>
	Lower Layer - 2.25 inch	710 TONS	\$ <u>63.00</u>	\$ <u>44,730.00</u>
6	TRAFFIC CONTROL AND PROTECTION	1 LSUM	LUMP SUM	\$ <u>500.00</u>
ALTERNATE TOTAL				\$ <u>148,730.00</u>

- 5 The Work will be substantially completed on or before September 30, 2020, and completed and ready for final payment in accordance with paragraph 1.11 of the Supplementary Conditions on or before October 31, 2020. Work must be substantially

completed on any street segment and contiguous streets within 14 calendar days after the start of construction

6 Required Bid Security in the form of (Certified Check or Bid Bond) in the amount of _____ or 5 Percent of the Bid Amount.

7 Bidder will be obtaining Performance and Payment Bonds through the following local agent or broker:

Name. J. Ryan Bonding, Inc.

Address. P.O. Box 465 Hudson, WI, 54016

Telephone: 800-535-0006 email. mhansen@jryanbonding.com

8 BIDDER submits all items listed in Section 00 43 93 – Bid Submittal Checklist.

9 BIDDER acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Date Received</u>
<u>NA</u>	<u>/</u>
_____	_____
_____	_____
_____	_____

10 The person signing this Bid certifies that (Check applicable box.)

He/She is the person in the BIDDER's organization responsible within that organization for the decision as to the prices being bid and that he/she has not participated, and will not participate, in any action contrary to that above; or

He/She is not the person in the BIDDER's organization responsible within that organization for the decision as to the prices being bid but that he/she has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to the above, and as their agent shall so certify; and shall also certify that he/she has not participated, and will not participate, in any action contrary to that above

(01/17)

Respectfully submitted, signed, and sealed this 5th day of March, 2020.

Tri County Paving, Inc.
BIDDER

~~(SEAL)~~

By Dustin J. Gradel

Dustin J. Gradel / Vice President
Name - Title

ATTEST:

Tracy Hermanson

Tracy Hermanson / Corp. Sec.
Name - Title

END OF BID FORM

00 43 36

PROPOSED SUBCONTRACTORS FORM

TO: Village of Windsor
4084 Mueller Road
Deforest, Wisconsin 53532
(hereinafter called OWNER)

1 Pursuant to bidding requirements for the Work titled:

VILLAGE OF WINDSOR, WISCONSIN
2020 ROAD IMPROVEMENTS
PULVERIZE AND OVERLAY

for portions of the Work equaling or exceeding \$10,000, BIDDER proposes to use the following Subcontractors Except as otherwise approved by OWNER, BIDDER proposes to perform all other portions of the Work with his own forces:

2 Portion of the Work Subcontractor name and address:

Striping (Base Bid)	Century Fence Company P.O. Box 727
Concrete (Alt Bid)	Pewaukee, WI. 53072 Raymond P. Cattell Inc. 2401 Vandron Rd. Madison, WI. 53718
_____	_____
_____	_____
_____	_____

00 43 13
BID SECURITY FORM
(SAMPLE FORM)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Tri-County Paving, Inc.
Granite Re, Inc. as Principal, and
Granite Re, Inc. Surety, are hereby
held and firmly bound unto Village of Windsor
Owner in the penal sum of Five Percent of Amount Bid for the
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,
successors and assigns.

Signed, this 2nd day of March, 20 20

The Condition of the above obligation is such that whereas the Principal has submitted to
Village of Windsor a certain BID,
attached hereto and hereby made a part hereof to enter into a contract in writing, for the
2020 Road Improvements - Pulverize & Overlay

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

(11/83)

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Tri-County Paving, Inc.

By  (L.S.)
Principal

Granite Re, Inc.

Surety
By: 
Connie Smith, Attorney-in-Fact

IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

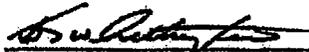
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

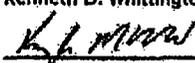
MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





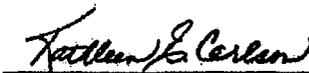
Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257





Notary Public

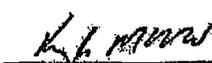
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced, provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 12 day of JAN, 2020





Kyle P. McDonald, Secretary/Treasurer

00 41 00.13

BID FORM

ONE ORIGINAL BID SHALL BE SUBMITTED

To: Village of Windsor
Windsor Village Hall
4084 Mueller Road
Deforest, WI 53532
(hereinafter called OWNER)

From: Payne & Dolan, Inc.
Company

6295 Lacy Road
Address

Fitchburg, WI 53593
City State Zip Code

(608) 845-8900
Telephone

(608) 845-8884
FAX

pweaver@payneanddolan.com
E-MAIL

(hereinafter called BIDDER)

1. 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 furnish all labor, materials, tools, and services required for the construction of the 2020 Road Improvements – Pulverize and Overlay for the Village of Windsor, Dane County, Wisconsin (Engineers' Job No. 181368), all in accordance with the Bidding Documents prepared by Baxter & Woodman, Inc., Consulting Engineers.
2. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Bidder Instructions, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 90 days after the date of Bid opening or for such longer period of time that Bidder may agree to in writing upon request of Owner. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within 15 days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as set forth in the Agreement, that:
 - a. BIDDER has examined copies of all the Bidding Documents.

- b. BIDDER is familiar with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions and legal and regulatory requirements that in any manner may affect cost, progress, performance, or furnishing of the Work, and has made such independent investigations as BIDDER deems necessary.
- c. Bidder has obtained and carefully studied (or assumes responsibility for having done 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.
- d. 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.
- e. Bidder is aware of the general nature of the Work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- f. 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 the written resolution thereof by ENGINEER is acceptable to Bidder.
- g. 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.
- h. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the Work for which this Bid is submitted.
- i. BIDDER acknowledges that the Village of Windsor Base Bid constructed improvements will result in the section dimensions listed in the table below:

STREET	PAVEMENT WIDTH (TWO LANES)	PAVEMENT CROSS SLOPE	SHOULDER WIDTH (AGGREGATE)	SHOULDER CROSS SLOPE
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- j. This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

- k. By submission of the Bid, BIDDER certifies, and in the case of a Joint Bid each party thereto certifies as to his own organization, that in connection with the Bid:
 - (1) The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
 - (2) Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the BIDDER, prior to opening, directly, or indirectly to any other Bidder or to any competitor.
 - (3) No attempt has been made or will be made by the BIDDER to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
 - (4) BIDDER is not listed on the State of Wisconsin Department of Transportation List of Disapproved, Suspended and Debarred Contractors.

- 4. BIDDER submits the following Schedule of Unit Prices for the Work to be performed in accordance with the Bidding Documents and agrees that items of work not specifically mentioned in the Schedule which are necessary and required to complete the Work intended shall be done incidental to and as part of the items of work for which a unit price is given, and understands that no additional payment will be made for such incidental work.

Bidder agrees that OWNER may remove any one or more street segments from the Base Bid prior to award, and if awarded the Contract for such remaining Part or Parts of this Bid, the Bidder agrees to perform and complete the work at the Contract Unit Prices submitted. Segments to be removed will be determined based on total bid with respect to the amount budgeted for the work.

BIDDER agrees that the Owner will not be awarding or contracting for the work included in the Alternate Bid. Parkside Village will award and contract for that work independent of the Village of Windsor Base Bid Improvements.

SCHEDULE OF UNIT PRICES

No.	Pay Item	Approximate Quantity	Unit Price	Amount
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2	BASE REPAIR, AGGREGATE	1100 TONS	\$ 30.50	\$ 33,550.00
3	HOT-MIX ASPHALT PAVEMENT Upper Layer - 1.75 inch	3400 TONS	\$ 65.00	\$ 221,000.00
	Lower Layer - 2.25 inch	4400 TONS	\$ 61.50	\$ 270,600.00
4	AGGREGATE SHOULDER - 2 feet	28200 LF	\$ 0.75	\$ 21,150.00
5	PAVEMENT MARKING - EPOXY 4-inch centerline yellow	9000 LF	\$ 0.75	\$ 6,750.00
6	TRAFFIC CONTROL AND PROTECTION	1 LSUM	LUMP SUM	\$ 750.00
7	REGRADE & RESTORE DITCH EMBANKMENT	120 SY	\$ 31.15	\$ 3,738.00
BASE BID TOTAL				\$ 574,238.00
ALTERNATE - PARKSIDE CIRCLE (OPTIONAL)				
1	ASPHALTIC SURFACE REMOVAL (COLD MILLING) Surface (3 3/4-inches)	5500 SQ YD	\$ 3.20	\$ 17,600.00
2	BASE REPAIR, AGGREGATE	730 TONS	\$ 35.35	\$ 25,805.50
3	PCC CURB AND GUTTER REMOVAL AND REPLACEMENT	600 LF	\$ 53.00	\$ 31,800.00
4	FRAMES AND GRATES TO BE ADJUSTED	20 EACH	\$ 260.00	\$ 5,200.00
5	HOT-MIX ASPHALT PAVEMENT Upper Layer - 1.75 inch	550 TONS	\$ 70.00	\$ 38,500.00
	Lower Layer - 2.25 inch	710 TONS	\$ 68.00	\$ 48,280.00
6	TRAFFIC CONTROL AND PROTECTION	1 LSUM	LUMP SUM	\$ 260.00
ALTERNATE TOTAL				\$ 167,445.50

5. The Work will be substantially completed on or before September 30, 2020, and completed and ready for final payment in accordance with paragraph 1.11 of the Supplementary Conditions on or before October 31, 2020. Work must be substantially

completed on any street segment and contiguous streets within 14 calendar days after the start of construction.

- 6. Required Bid Security in the form of (Certified Check or Bid Bond) in the amount of _____ or five (5%) Percent of the Bid Amount.
- 7. Bidder will be obtaining Performance and Payment Bonds through the following local agent or broker:

Name:
AON Risk Solutions

Address:
Milwaukee, WI

Telephone:
1-800-556-5115 email: _____

- 8. BIDDER submits all items listed in Section 00 43 93 – Bid Submittal Checklist.
- 9. BIDDER acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Date Received</u>
<u>N/A</u>	_____
_____	_____
_____	_____
_____	_____

- 10. The person signing this Bid certifies that: (Check applicable box.)
 - () He/She is the person in the BIDDER's organization responsible within that organization for the decision as to the prices being bid and that he/she has not participated, and will not participate, in any action contrary to that above; or
 - (X) He/She is not the person in the BIDDER's organization responsible within that organization for the decision as to the prices being bid but that he/she has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to the above, and as their agent shall so certify; and shall also certify that he/she has not participated, and will not participate, in any action contrary to that above.

(01/17)

Respectfully submitted, signed, and sealed this 5th day of March, 2020.

Payne & Dolan, Inc.

BIDDER

(SEAL)
Corporate Seal not required
pursuant to § 180.0120 3(c)

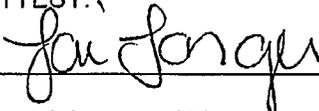
By



Sam Bilhorn - Area Manager

Name - Title

ATTEST:



Lori A Langer - Witness

Name - Title

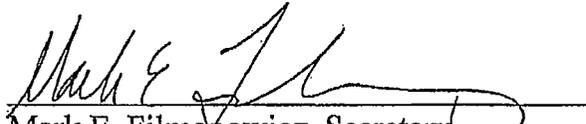
END OF BID FORM

**CERTIFICATE OF CORPORATE RESOLUTION
PART OF THE MINUTES OF MEETING OF DIRECTORS**

RESOLVED, that Kurt Bechthold, Mark E. Filmanowicz, Todd B. Hughes, Steven D. Higgins, Charles E. Bechthold, Brian Endres, John C. Bartoszek, Diane Gadzalinski, Kelly Hetherington, Andrew Schmidt, David L. Bechthold, Raymond A. Postotnik, Brian Enders, Christopher Urech, Doug W. Buth, Tyler Winter, Christopher J. Winiecki, Carrie Van Vonderen, Sam Bilhorn, Jake Brucker and Emily Ayling shall have the authority to sign all contracts for and within the State of Wisconsin and on behalf of Payne and Dolan, Inc.

I, Mark E. Filmanowicz, do hereby certify that I am the duly elected and qualified Secretary and the custodian of the records of Payne and Dolan, Inc., a corporation organized and existing under and by virtue of the laws of the State of Wisconsin; that the foregoing is a true and correct copy of a certain resolution duly adopted at a meeting of the Board of Directors of said corporation convened and held in accordance with the law and the bylaws of said corporation on the 10th day of December 2019, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, I have signed my name this 5th day
of March, 2020.



Mark E. Filmanowicz, Secretary

00 43 13
BID SECURITY FORM
(SAMPLE FORM)

038 07

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
PAYNE & DOLAN, INC _____ as Principal, and
WESTERN SURETY COMPANY _____ as Surety, are hereby
held and firmly bound unto VILLAGE OF WINDSOR _____ as
OWNER in the penal sum of Five Percent of Amount Bid _____ (5%) _____ for
the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,
successors and assigns

Signed, this 5th day of March, 20 20

The Condition of the above obligation is such that whereas the Principal has submitted to
VILLAGE OF WINDSOR _____ a certain BID,
attached hereto and hereby made a part hereof to enter into a contract in writing, for the
2020 Road Improvements - Pulverize & Overlay

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event exceed the penal amount of this obligation as herein stated

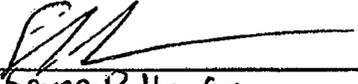
(08-93)

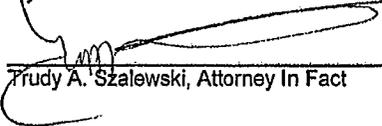
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PAYNE & DOLAN, INC.

Corporate Seal not required pursuant to § 180.0120 3(c)

Principal  (L.S.)
Sam Bilhorn
Area Manager

WESTERN SURETY COMPANY
Surety
By: 
Prudy A. Szalewski, Attorney In Fact

IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kelly Cody, Roxanne Jensen, Christopher Hovden, Individually of Green Bay, Wisconsin
Trudy A. Szalewski, Christopher H. Kondrick, Brian Krause, Individually of Milwaukee, Wisconsin**

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of March, 2018.

WESTERN SURETY COMPANY



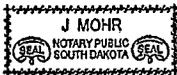
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 21st day of March, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say that he resides in the City of Sioux Falls, State of South Dakota, that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of March, 2020



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblgee Services > Validate Bond Coverage, if you want to verify bond authenticity.

00 41 00.13

BID FORM

ONE ORIGINAL BID SHALL BE SUBMITTED

To: Village of Windsor
Windsor Village Hall
4084 Mueller Road
Deforest, WI 53532
(hereinafter called OWNER)

From: Wolf Paving & Excavating of Madison, Inc.
Company

5423 Reiner Rd
Address

Sun Prairie, WI 53590
City State Zip Code

(608) 249-7931
Telephone

(608) 837-2623
FAX

rob.igl@wolfpaving.com
E-MAIL

(hereinafter called BIDDER)

1. 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 furnish all labor, materials, tools, and services required for the construction of the 2020 Road Improvements – Pulverize and Overlay for the Village of Windsor, Dane County, Wisconsin (Engineers' Job No. 181368), all in accordance with the Bidding Documents prepared by Baxter & Woodman, Inc., Consulting Engineers.
2. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Bidder Instructions, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 90 days after the date of Bid opening or for such longer period of time that Bidder may agree to in writing upon request of Owner. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within 15 days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as set forth in the Agreement, that:
 - a. BIDDER has examined copies of all the Bidding Documents

- b. BIDDER is familiar with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions and legal and regulatory requirements that in any manner may affect cost, progress, performance, or furnishing of the Work, and has made such independent investigations as BIDDER deems necessary.
- c. Bidder has obtained and carefully studied (or assumes responsibility for having done 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.
- d. 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.
- e. Bidder is aware of the general nature of the Work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- f. 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 the written resolution thereof by ENGINEER is acceptable to Bidder.
- g. 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.
- h. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the Work for which this Bid is submitted.
- i. BIDDER acknowledges that the Village of Windsor Base Bid constructed improvements will result in the section dimensions listed in the table below:

STREET	PAVEMENT WIDTH (TWO LANES)	PAVEMENT CROSS SLOPE	SHOULDER WIDTH (AGGREGATE)	SHOULDER CROSS SLOPE
LEONARD ROAD	18	2%	2	4%
EAST LEONARD ROAD	22	2%	2	4%
PARTRIDGE ROAD	22	2%	2	4%
HERON WAY	22	2%	2	4%
EGRE ROAD	22	2%	3	4%

- j This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

- k. By submission of the Bid, BIDDER certifies, and in the case of a Joint Bid each party thereto certifies as to his own organization, that in connection with the Bid:
 - (1) The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
 - (2) Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the BIDDER, prior to opening, directly, or indirectly to any other Bidder or to any competitor.
 - (3) No attempt has been made or will be made by the BIDDER to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
 - (4) BIDDER is not listed on the State of Wisconsin Department of Transportation List of Disapproved, Suspended and Debarred Contractors.

- 4. BIDDER submits the following Schedule of Unit Prices for the Work to be performed in accordance with the Bidding Documents and agrees that items of work not specifically mentioned in the Schedule which are necessary and required to complete the Work intended shall be done incidental to and as part of the items of work for which a unit price is given, and understands that no additional payment will be made for such incidental work.

Bidder agrees that OWNER may remove any one or more street segments from the Base Bid prior to award, and if awarded the Contract for such remaining Part or Parts of this Bid, the Bidder agrees to perform and complete the work at the Contract Unit Prices submitted. Segments to be removed will be determined based on total bid with respect to the amount budgeted for the work.

BIDDER agrees that the Owner will not be awarding or contracting for the work included in the Alternate Bid. Parkside Village will award and contract for that work independent of the Village of Windsor Base Bid Improvements.

SCHEDULE OF UNIT PRICES

No.	Pay Item	Approximate Quantity		Unit Price	Amount
BASE BID - VILLAGE IMPROVEMENTS					
1	PULVERIZING EXISTING ASPHALTIC PAVEMENT 8-inches	33400	SQ YD	\$ <u>1.00</u>	\$ <u>33,400.00</u>
2	BASE REPAIR, AGGREGATE	1100	TONS	\$ <u>22.00</u>	\$ <u>24,200.00</u>
3	HOT-MIX ASPHALT PAVEMENT Upper Layer - 1 75 inch	3400	TONS	\$ <u>63.50</u>	\$ <u>215,900.00</u>
	Lower Layer - 2 25 inch	4400	TONS	\$ <u>61.00</u>	\$ <u>268,400.00</u>
4	AGGREGATE SHOULDER - 2 feet	28200	LF	\$ <u>0.88</u>	\$ <u>24,816.00</u>
5	PAVEMENT MARKING - EPOXY 4-inch centerline yellow	9000	LF	\$ <u>0.75</u>	\$ <u>6,750.00</u>
6	TRAFFIC CONTROL AND PROTECTION	1	LSUM	LUMP SUM	\$ <u>600.00</u>
7	REGRADE & RESTORE DITCH EMBANKMENT	120	SY	\$ <u>15.00</u>	\$ <u>1,800.00</u>
BASE BID TOTAL					\$ <u>575,866.00</u>
ALTERNATE - PARKSIDE CIRCLE (OPTIONAL)					
1	ASPHALTIC SURFACE REMOVAL (COLD MILLING) Surface (3 3/4-inches)	5500	SQ YD	\$ <u>1.80</u>	\$ <u>9,900.00</u>
2	BASE REPAIR, AGGREGATE	730	TONS	\$ <u>22.00</u>	\$ <u>16,060.00</u>
3	PCC CURB AND GUTTER REMOVAL AND REPLACEMENT	600	LF	\$ <u>40.00</u>	\$ <u>24,000.00</u>
4	FRAMES AND GRATES TO BE ADJUSTED	20	EACH	\$ <u>300.00</u>	\$ <u>6,000.00</u>
5	HOT-MIX ASPHALT PAVEMENT Upper Layer - 1.75 inch	550	TONS	\$ <u>69.30</u>	\$ <u>38,115.00</u>
	Lower Layer - 2 25 inch	710	TONS	\$ <u>65.80</u>	\$ <u>46,718.00</u>
6	TRAFFIC CONTROL AND PROTECTION	1	LSUM	LUMP SUM	\$ <u>500.00</u>
ALTERNATE TOTAL					\$ <u>141,293.00</u>

5. The Work will be substantially completed on or before September 30, 2020, and completed and ready for final payment in accordance with paragraph 1.11 of the Supplementary Conditions on or before October 31, 2020. Work must be substantially

completed on any street segment and contiguous streets within 14 calendar days after the start of construction.

- 6. Required Bid Security in the form of (Certified Check or Bid Bond) in the amount of _____ or 5 Percent of the Bid Amount.
- 7. Bidder will be obtaining Performance and Payment Bonds through the following local agent or broker:

Name:
Fidelity and Deposit Company of Maryland

Address.
1299 Zurich Way, Schaumburg, IL 60196-1056

Telephone:
262-781-3714 email: jason@brehmeragency.com

- 8 BIDDER submits all items listed in Section 00 43 93 – Bid Submittal Checklist.

- 9. BIDDER acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Date Received</u>
_____	_____
_____	_____
_____	_____
_____	_____

- 10. The person signing this Bid certifies that: (Check applicable box.)

- (X) He/She is the person in the BIDDER's organization responsible within that organization for the decision as to the prices being bid and that he/she has not participated, and will not participate, in any action contrary to that above; or
- () He/She is not the person in the BIDDER's organization responsible within that organization for the decision as to the prices being bid but that he/she has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to the above, and as their agent shall so certify; and shall also certify that he/she has not participated, and will not participate, in any action contrary to that above.

(01/17)

Respectfully submitted, signed, and sealed this 3rd day of MARCH, 20 20.

Wolf Paving & Excavating of Madison, Inc.

BIDDER

(SEAL)

By

Jacob Mrugacz - President

Name - Title

ATTEST:

Cori McNicol

Cori McNicol - Contract Administrator

Name - Title

END OF BID FORM

00 43 13
BID SECURITY FORM

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
Wolf Paving & Excavating of Madison, Inc.
5423 Reiner Road, Sun Prairie, WI 53590 _____ as Principal, and
Fidelity and Deposit Company of Maryland
1299 Zurich Way, Schaumburg, IL 60196-1056 _____ as Surety, are hereby
held and firmly bound unto _____
Village of Windsor
4084 Mueller Road, DeForest, WI 53532 _____ as
Owner in the penal sum of Five Percent (5%) of Principal's Bid _____ for the
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,
successors and assigns.

Signed, this 5th day of March, 20 20.

The Condition of the above obligation is such that whereas the Principal has submitted to
Village of Windsor a certain BID,
attached hereto and hereby made a part hereof to enter into a contract in writing, for the
2020 Road Improvements - Pulverize and Overlay

NOW, THEREFORE,

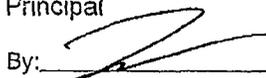
- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

(08/03)

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Wolf Paving & Excavating of Madison, Inc. (L.S.)
Principal

By: 

Fidelity and Deposit Company of Maryland
Surety

By: 
Jason A. Braatz, Attorney-in-Fact

IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **ROBERT D. MURRAY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Randy L. BREHMER, Terence R. GESZVAIN, Jason A. BRAATZ, Chris BREHMER, Cynthia J. BREHMER, Linda A. PUPP and Melissa BABIAK**, all of Butler, Wisconsin, EACH its true and lawful agent and Attorney-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 and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 1st day of May, A.D. 2019.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Dawn E. Brown*
Assistant Secretary
Dawn E. Brown

Robert D. Murray
Vice President
Robert D. Murray

State of Maryland
County of Baltimore

On this 1st day of May, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires July 9, 2019



00 43 36

PROPOSED SUBCONTRACTORS FORM

TO: Village of Windsor
4084 Mueller Road
Deforest, Wisconsin 53532
(hereinafter called OWNER)

1. Pursuant to bidding requirements for the Work titled:

VILLAGE OF WINDSOR, WISCONSIN
2020 ROAD IMPROVEMENTS
PULVERIZE AND OVERLAY

for portions of the Work equaling or exceeding \$10,000, BIDDER proposes to use the following Subcontractors. Except as otherwise approved by OWNER, BIDDER proposes to perform all other portions of the Work with his own forces:

2. Portion of the Work:	Subcontractor name and address:
<u>Pulverizing</u>	<u>Pavement Maintenance Inc.</u> <u>N57 W13250 Shenandoah Dr</u> <u>Menomonee Falls WI 53051</u>
<u>Grading</u>	<u>Northwestern Stone LLC</u> <u>PO Box 620126</u> <u>Middleton WI 53562</u>
<u>Concrete</u>	<u>Concrete Service Company</u> <u>780 Hwy 51</u> <u>Stoughton WI 53589</u>

WOLF PAVING & EXCAVATING OF MADISON, INC.
UNANIMOUS CONSENT OF DIRECTORS

The undersigned, being all of the duly-elected and acting Directors of Wolf Paving & Excavating of Madison, Inc. (the "Corporation"), a Wisconsin corporation, hereby waive notice of a special meeting of the Board of Directors and hereby consent to, adopt and ratify the following Resolutions in accordance with the Section 3.13 of the By-Laws of the Corporation and §180.0821 of the Wisconsin Statutes:

BE IT RESOLVED That Jacob Mrugacz in his capacity as President, Secretary and Treasurer of the Corporation shall be, and hereby is, authorized to act on behalf of the Corporation in connection the execution and delivery of bids, bidding documents, contracts for bids, bonds and/or other contracts and related documentation for the performance of work on projects to be completed by the Corporation and lien waivers and lien satisfactions pertaining to any such projects (collectively "Project Documents");

BE IT FURTHER RESOLVED: That , if a second signature on behalf of the Corporation is required on any such Project Document, Sherry Bartolone in her capacity as Assistant Secretary of the Corporation shall be, and hereby is, authorized to sign and deliver any such Project Document(s) on behalf of the Corporation;

BE IT FURTHER RESOLVED: That, if neither Jacob Mrugacz nor Sherry Bartolone is available for any reason to act on behalf of the Corporation, Robert J Kennedy, Jr. in his capacity as Chairman of the Board of Directors and/or any one (1) or more persons he may designate shall be, and hereby is, authorized to execute and deliver any such Project Document(s) on behalf of the Corporation; and

BE IT FURTHER RESOLVED: That the Officers and Directors of the Corporation shall be, and hereby are, authorized and directed to take such actions as may be necessary to implement and carry out the terms of the foregoing Resolutions

By his/her signature of this Consent, each Director individually and all of the Directors collectively (a) consent to the adoption of the foregoing Resolutions and the taking of the foregoing actions without a formal meeting, (b) acknowledge and agree that said Resolutions and actions shall have the same force and effect as if adopted or taken at a formal meeting of the Directors, and (c) waive any and all notice with respect thereto.

Effective as of the 25th day of February, 2019.



Robert J. Kennedy, Jr., Director and
Chairman of the Board



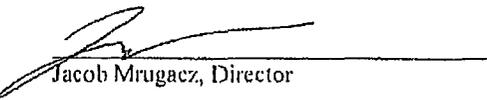
Sean W. Kennedy, Director



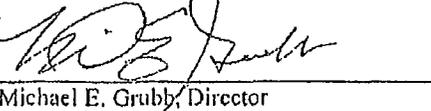
Kelly L. Schmaltz, Director



Josh J. Biddick, Director



Jacob Mrugacz, Director



Michael E. Grubby, Director

United States of America
State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

Division of Corporate & Consumer Services



To All to Whom These Presents Shall Come, Greeting:

I, Patti Epstein, Administrator of the Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

WOLF PAVING & EXCAVATING OF MADISON, INC.

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is March 25, 1977

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.1622 or 183.0120 Wis. Stats., and that it has not filed articles of dissolution



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on January 02, 2020.

A handwritten signature in cursive script that reads "Patti Epstein".

PATTI EPSTEIN, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

DFI/Corp/33

To validate the authenticity of this certificate

Visit this web address: <http://www.wdfi.org/apps/ccs/verify/>

Enter this code: 257365-25769659

Village of Windsor
2020 Road Improvements - Pulverize and Overlay

March 5, 2020/1:00 PM
Engineer's Job No.: 181368.90

No	Item Description	Unit	QTY	Engineer's Estimate		Tri-County Paving		Payne and Dolan		Wolf Paving	
				Unit Price	Total Price	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID - VILLAGE IMPROVEMENTS											
1	PULVERIZING EXISTING ASPHALTIC PAVEMENT 8-inches	SQ YD	33 400	\$1 75	\$58 450 00	\$1 20	\$40 080 00	\$0 50	\$16 700 00	\$1 00	\$33 400 00
2	BASE REPAIR, AGGREGATE	TONS	1 100	\$25 00	\$27 500 00	\$22 00	\$24 200 00	\$30 50	\$33,550 00	\$22 00	\$24 200 00
3	HOT-MIX ASPHALT PAVEMENT Upper Layer - 1.75 inch Lower Layer - 2.25 inch	TONS	3 400	\$73 00	\$248,200 00	\$60 35	\$205 190 00	\$65 00	\$221 000 00	\$63 50	\$215,900 00
4	AGGREGATE SHOULDER - 2 ft	TONS	4 400	\$70 00	\$308 000 00	\$58 50	\$257 400 00	\$61 50	\$270 600 00	\$61 00	\$268,400 00
5	PAVEMENT MARKING - EPOXY 4-inch centerline yellow	LF	28 200	\$1 60	\$45 120 00	\$1 00	\$28 200 00	\$0 75	\$21 150 00	\$0 88	\$24 816 00
6	TRAFFIC CONTROL AND PROTECTION	LF	9,000	\$2 30	\$20 700 00	\$0 75	\$6,750 00	\$0 75	\$6 750 00	\$0 75	\$6 750 00
7	REGRADE AND RESTORE DITCH	LSUM	1	\$8 030 00	\$8 030 00	\$5 000 00	\$5 000 00	\$750 00	\$750 00	\$600 00	\$600 00
	BASE BID TOTAL	SY	120	\$20 00	\$2,400 00	\$17 50	\$2 100 00	\$31 15	\$3 738 00	\$15 00	\$1,800 00
					\$716,000.00		\$568,920.00		\$574,238.00		\$575,866.00
ALTERNATE - PARKSIDE CIRCLE											
1	ASPHALTIC SURFACE REMOVAL (COLD MILLING)	SQ YD	5 500	\$1 75	\$9 625 00	\$3 00	\$16,500 00	\$3 20	\$17 600 00	\$1 80	\$9,900 00
2	BASE REPAIR, AGGREGATE	TONS	730	\$25 00	\$18,250 00	\$24 00	\$17,520 00	\$35 35	\$25 805 50	\$22 00	\$16 060 00
3	PCC CURB AND GUTTER REMOVAL AND REPLACEMENT	LF	600	\$50 00	\$30,000 00	\$56 00	\$33 600 00	\$53 00	\$31 800 00	\$40 00	\$24 000 00
4	FRAMES AND GRATES TO BE ADJUSTED	EACH	20	\$300 00	\$6 000 00	\$1 00	\$20 00	\$260 00	\$5 200 00	\$300 00	\$6,000 00
5	HOT-MIX ASPHALT PAVEMENT Upper Layer - 1.75 inch Lower Layer - 2.25 inch	TONS	550	\$73 00	\$40 150 00	\$65 20	\$35 860 00	\$70 00	\$38 500 00	\$69 30	\$38 115 00
6	TRAFFIC CONTROL AND PROTECTION	TONS	710	\$70 00	\$49,700 00	\$63 00	\$44 730 00	\$68 00	\$48 280 00	\$65 80	\$46,718 00
	ALTERNATE BID TOTAL	LSUM	1	\$2 275 00	\$2 275 00	\$500 00	\$500 00	\$260 00	\$260 00	\$500 00	\$500 00
					\$156,000.00		\$146,730.00		\$167,445.50		\$141,293.00



2000 W. Bluffe Highway, Suite 200, Madison, WI 53703 - 608.277.1230 - contact@baxterwoodman.com

March 5, 2020

Mr. Davis Clark
Director of Public Works
Village of Windsor
4084 Mueller Road
DeForest, WI 53532

**Subject: Village of Windsor – 2020 Road Improvement - Crack Seal and Chip Seal Project
Bid Summary and Award Recommendation**

Dear Mr. Clark:

Two bids for the Village of Windsor’s 2020 Road Improvement - Crack Seal and Chip Seal Project were opened on March 5 2020. The 2020 Road Improvement - Crack Seal and Chip Seal Project bid included crack sealing of approximately 3,300 feet of roadway and seal coating of approximately 17,200 feet of roadway. A summary of the bid results is provided below.

The Village’s 2020 Crack Seal and Chip Seal Project was bid on a “unit price contract” basis with the contractor providing a lump sum amount for five road segments and a unit price for seal coating based on estimated square yards of seal coating. These six items were totaled to determine a Project bid amount as summarized below.

Bidder	Total Bid Amount
Fahrner Asphalt Sealers. Waunakee, Wisconsin	\$83,616.00
Scott Construction, Inc. Lake Delton, Wisconsin	\$90,242.50

A tabulation of the bid items, estimated quantities, unit prices, and total unit price are identified in detail in the attached bid summary.

We previously estimated the total project construction cost of the Crack Seal and Chip Seal Project at \$100,000. The bid amount of this year’s chip sealing portion of the project is only slightly higher than last year’s project. Crack sealing of some roads in advance of chip sealing amounted to \$4,515 of Fahrner’s bid. Fahrner’s bid amounts for crack sealing are approximately \$1.35 per foot of roadway, versus \$4.60 per foot for chip sealing.

Bidders were required to submit a 5% bid security, and their total bid amounts for the scheduled unit prices. Fahrner Asphalt Sealers submitted these documents.



Fahrner Asphalt has completed 1,000's of projects including last year's Chip Sealing in Deforest. Baxter and Woodman and Davis Clark have both worked with Fahrner on separate projects in the past.

Based on the above, our recommendation is for the Village of Windsor to proceed with an award of contract to Fahrner Asphalt Sealers, out of Waunakee, for their total bid price of \$83,616.00.

If you have any questions regarding this letter or the bids received, please feel free to contact me.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in cursive script that reads "Gerald D. Groth".

Gerald D. Groth, P.E.
Windsor Village Engineer

March 5, 2020

Mr. Davis Clark
Director of Public Works
Village of Windsor
4084 Mueller Road
DeForest, WI 53532

***Subject: Village of Windsor – 2020 Road Improvement – Pulverize and Overlay Project
Bid Summary and Award Recommendation***

Dear Mr. Clark:

Three bids for the Village of Windsor’s 2020 Road Improvement – Pulverize and Overlay Project were opened on March 5 2020. The 2020 2020 Road Improvement – Pulverize and Overlay Project bid included pulverizing and overlaying approximately 14,150 feet of roadway. A summary of the bid results is provided below.

The Village’s 2020 Road Improvement – Pulverize and Overlay Project was bid on a “unit price contract” basis with the contractor providing unit prices for estimated quantities of work items to determine a total estimated unit price Project bid amount. Seven separate unit prices were obtained for the project based on an estimated quantity of work that we provided to complete the project scope. A complete listing of the bid items, estimated quantities, unit prices, and total unit price are identified in detail in the attached bid summary.

The three received unit price bid totals ranged from a low of \$568,920.00 to a high of \$575,866.00 as noted below.

Bidder	Total Bid Amount
Tri-County Paving, Inc. DeForest, Wisconsin	\$568,920.00
Payne and Dolan, Inc. Fitchburg, Wisconsin	\$574,238.00
Wolf Paving and Excavating Sun Prairie, Wisconsin	\$575,866.00

We previously estimated the total project construction cost of the Pulverize and Overlay Project at \$716,000. Bidders were required to submit a 5% bid security and their total bid amounts for the scheduled unit prices. All three bidders submitted these documents.

We also received bids for work on behalf of Parkside Village for their Mill and Overlay road project. This is not a Village project however and we will pass these bid results on to Parkside Village. The



lowest total bid price for Parkside Village was submitted by Wolf Paving of Sun Prairie for a total bid price of \$142,293.00.

Tri-County Paving successfully completed last year's Village of Windsor's Pulverizing and Overlay Project. On a "per foot" basis the cost of this year's Pulverizing and Overlay project is slightly less than last year's Pulverizing and Overlay project.

Based on the above, our recommendation is for the Village of Windsor to proceed with an award of contract to Tri-County Paving, out of Deforest, for their total bid price of \$568,920.00.

If you have any questions regarding this letter or the bids received, please feel free to contact me.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in cursive script that reads "Gerald D. Groth".

Gerald D. Groth, P.E.
Windsor Village Engineer