

**SECTION 00 41 00  
BID FORM**

To: Winnebago County Purchasing Dept.  
112 Otter Ave., Oshkosh, WI 54901

From: Hurckman Mechanical Industries, Inc. (Contractor)  
1450 Velp Avenue (Business Address)  
Green Bay, WI 54303 (City, State, Zip)  
(920) 499-8771 (Telephone Number)  
ryankrueger@hurckman.com (Email)

For: **RFB# PV01-23 WATER HEATER REPLACEMENT**

Due: **02:45 P.M. (Central Time), March 2, 2023.**

TO WHOM IT MAY CONCERN:

- A. The undersigned has carefully examined the Drawings and Specifications and all other Contract Documents relating to the project, acquainted himself with the site and all other conditions relevant to the work and made all evaluations and investigations necessary to a full understanding of any difficulties which may be encountered in performing the work.
- B. The undersigned hereby proposes and agrees to furnish all labor, materials, equipment, tools, taxes, services and all other things necessary or appropriate for the proper and complete execution of the work for the lump sum of:

**BASE BID**

Ninety eight thousand five hundred sixty two DOLLARS  
(\$ 98,562 )

- C. The Bidder submits herewith a certified check or Bid Bond in the sum of five percent (5%) of the Lump Sum bid amount and payable to the party as designated in the advertisement inviting proposals, to be retained by and become the property of the Owner of the work, in the event the undersigned shall fail to execute the contract and bond and return the same to the office of the Owner within ten (10) days after having been notified in writing to do so unless otherwise extended by the Owner, in writing; otherwise to be returned.
- D. The undersigned further proposes and agrees that the Work will be completed no more than **7 days following the first day of Work.**
- E. The undersigned agrees that in the event the contract work cannot be completed by the date specified previously, and the Owner does not grant an extension of the completion date, the work shall be discontinued temporarily. It shall be understood that the Owner will permit work to resume only during that time allotted by the Owner.

- F. The undersigned agrees that permission to bid on future work for the Owner may not be granted until the undersigned's work in progress is complete; the Contractor shall be notified in writing by the Owner. The undersigned further agrees that the Contract Documents, including all contractor's responsibilities, shall remain enforced during the postponement of work.
- G. The undersigned agrees to take sole physical and financial responsibility for all efforts required to ensure the premises associated with the work are in a suitable condition, as judged by the Owner, during the postponement of work. The undersigned further agrees to hold harmless the Owner for physical and financial responsibilities required to resume work after postponement.
- H. The undersigned submits herein a cost breakdown of the base bid, unit prices and alternate bids as directed on the Bid Form. Any or all of the alternate bids may be selected by the Owner and added to, or subtracted from, the base bid sum as applicable.
- I. The undersigned agrees, if this proposal is accepted, to enter into an agreement on the Owner's Standard Agreement Form for the base bid sum, adjusted for any alternate bids selected by the Owner. The undersigned further agrees to furnish a performance and payment bond, for 100 percent of the total Contract Price.
- J. The undersigned agrees that extra or additional work may be compensated on the basis of actual cost plus:
- 15 % for overhead and profit if performed by Contractor.
- 10 % for overhead and profit if performed by Subcontractor(s).
- K. In submitting this proposal, it is understood that the Owner reserves the right to reject any or all bids, waive any formalities or technicalities in any bid and to make an award in the best interest of the Owner. It is further understood and agreed that this proposal may not be withdrawn for a period of ninety (90) days after the date set for bid receipt.

ADDENDA

The undersigned hereby acknowledges receipt of the following addenda which shall become part of the Contract Documents:

Addendum Number (1) Dated \_\_\_\_\_


Addendum Number (2) Dated \_\_\_\_\_

Addendum Number (3) Dated \_\_\_\_\_

☒ Corporation ( ) Partnership

Respectfully submitted,

( ) Individual ( ) Other

  
\_\_\_\_\_  
Signature

State of Incorporation Wisconsin  
(if applicable)

Brad F. Hurckman  
\_\_\_\_\_  
Printed Name

President  
\_\_\_\_\_  
Title

3/2/2023  
\_\_\_\_\_  
Date

**END OF SECTION**

# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

HURCKMAN MECHANICAL INDUSTRIES,  
INC.  
1450 Velp Avenue  
Green Bay, WI 54303

**SURETY:**

(Name, legal status and principal place  
of business)

HUDSON INSURANCE COMPANY  
100 William Street 5th Floor  
New York, NY 10038

**OWNER:**

(Name, legal status and address)

WINNEBAGO COUNTY

1221 Knapp Street, Oshkosh, WI 54902

**BOND AMOUNT:** Five Percent of Amount bid  
(5% of Amount Bid)

**PROJECT:**

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

Water Heater Replacement at Parkview, Oshkosh, WI

Project Number, if any:

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

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

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

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

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


Signed and sealed this 2nd day of March, 2023

  
(Witness)

  
(Witness)


HURCKMAN MECHANICAL INDUSTRIES, INC.

(Principal)

  
(Title) President

HUDSON INSURANCE COMPANY

(Surety)

  
(Title) Roxanne L. Jensen, Attorney in Fact

(Seal)

(Seal)





## BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

**Kelly L. Cody, Roxanne L. Jensen, Trudy A. Szalewski, Brian L. Krause**

**of the State of Wisconsin**

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 9th day of August, 20 22 at New York, New York,



Attest

*Dina Daskalakis*  
**Dina Daskalakis, Corporate Secretary**

HUDSON INSURANCE COMPANY

By

*Michael P. Cifone*  
**Michael P. Cifone, Senior Vice President**

STATE OF NEW YORK

COUNTY OF NEW YORK

SS.

On the 9th day of August, 20 22 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY

Notary Public, State of New York

No. 01MU6067553

Qualified in Nassau County

Commission Expires December 10, 2025

## CERTIFICATION

STATE OF NEW YORK

COUNTY OF NEW YORK

SS.

The undersigned **Dina Daskalakis** hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Witness the hand of the undersigned and the seal of said Company this 2nd day of March, 20 23

By

*Dina Daskalakis*  
**Dina Daskalakis, Corporate Secretary**