

**SECTION 00 41 00  
BID FORM**

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

From: STRONGHOLD INDUSTRIES, INC. (Contractor)  
2000 OAKES RD. (Business Address)  
RACINE, WI 53406 (City, State, Zip)  
262-886-1077 (Telephone Number)  
tackley@strongholdind.com (Email)

For: **RFB# SH01-22 Holding Cell Glazing Install – Winnebago County Jail**

Due: **02:45 P.M. (Central Time), January 12, 2022**

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**

THREE HUNDRED NINETY-EIGHT THOUSAND DOLLARS  
(\$ 398,000.00 ).

**UP-1 – Cell Opening Type 1**

TWELVE THOUSAND DOLLARS  
(\$ 12,000.00 )/Each Opening.

**UP-2 – Cell Opening Type 2**

NINE THOUSAND DOLLARS  
(\$ 9,000.00 )/Each Opening.

UP-3 – Cell Opening Type 3

SIX THOUSAND

DOLLARS

(\$ 6,000.00 )/Each Opening.

- 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 **90 days and no later than May 20th, 2022**, 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 -

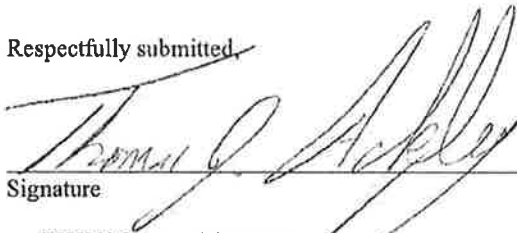
Addendum Number (3) Dated -

Corporation  Partnership

Individual  Other

State of Incorporation - WISCONSIN  
(if applicable)

Respectfully submitted,



Signature

THOMAS J. ACKLEY

Printed Name

PRESIDENT

Title

JANUARY 12, 2022

Date

**END OF SECTION**

***Bid Bond***

**CONTRACTOR:**

*(Name, legal status and address)*

**Stronghold Industries, Inc.  
2000 Oakes Rd  
Racine, WI 53406-4681**

**SURETY:**

*(Name, legal status and principal place of business)*

**Nationwide Mutual Insurance Company  
One West Nationwide Blvd. FSSC-RR  
Columbus, OH 43215-2220**

**OWNER:**

*(Name, legal status and address)*

**Winnebago County  
1221 Knapp Street  
Oshkosh, WI 54902**

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.

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

**PROJECT:**

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

**Winnebago County Jail  
Holding Cell Glazing Install  
RFB #SH01-22  
Oshkosh, WI**

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.

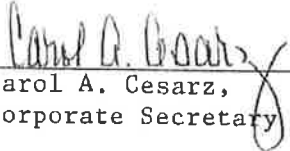
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

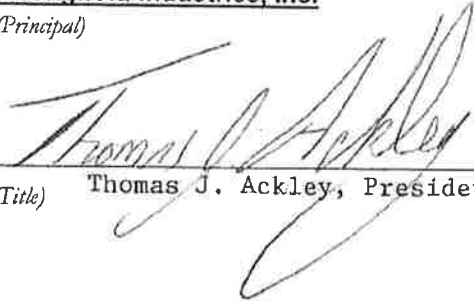


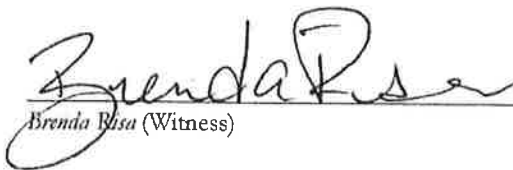
By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance. **1**


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.

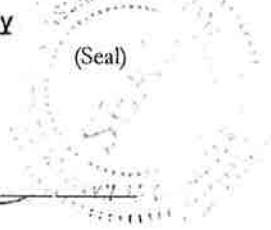
Signed and sealed this 7th day of January, 2022.

  
\_\_\_\_\_  
(Witness) Carol A. Cesarz,  
Corporate Secretary

**Stronghold Industries, Inc.**  
(Principal) \_\_\_\_\_ (Seal)  
  
\_\_\_\_\_  
(Title) Thomas J. Ackley, President

  
\_\_\_\_\_  
Brenda Risa (Witness)

**Nationwide Mutual Insurance Company**  
(Surety) \_\_\_\_\_ (Seal)  
  
\_\_\_\_\_  
Jack Anderson, Attorney-in-Fact



**ACKNOWLEDGMENT OF PRINCIPAL (Individual)**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally comes \_\_\_\_\_, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL (Partnership)**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ }

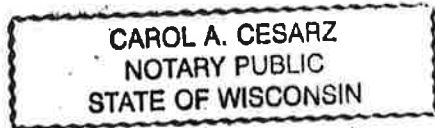
On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, a member of the co-partnership of \_\_\_\_\_, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)**

State of Wisconsin }  
County of Racine }

On this 7th day of January, in the year 2022, before me personally come(s) Thomas J. Ackley, to me known, who being duly sworn, deposes and says that he/she resides in the City of Brookfield that he/she is the President of the Stronghold Industries, Inc., the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.



Carol A. Cesarz  
Notary Public

My Commission Expires: 12/04/2024

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: JACK ANDERSON; RITA JORGENSEN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC8270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 7th day of January 2022.



[Handwritten signature of Laura B. Guy]

Assistant Secretary

# ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

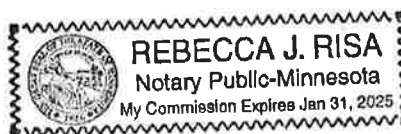
COUNTY OF CHIPPEWA



On this 7th day of January, 2022, before me, a Notary Public within and for said County, personally appeared **Jack Anderson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Nationwide Mutual Insurance Company**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Jack Anderson** acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
**NOTARY PUBLIC**

My Commission Expires 1/31/2025

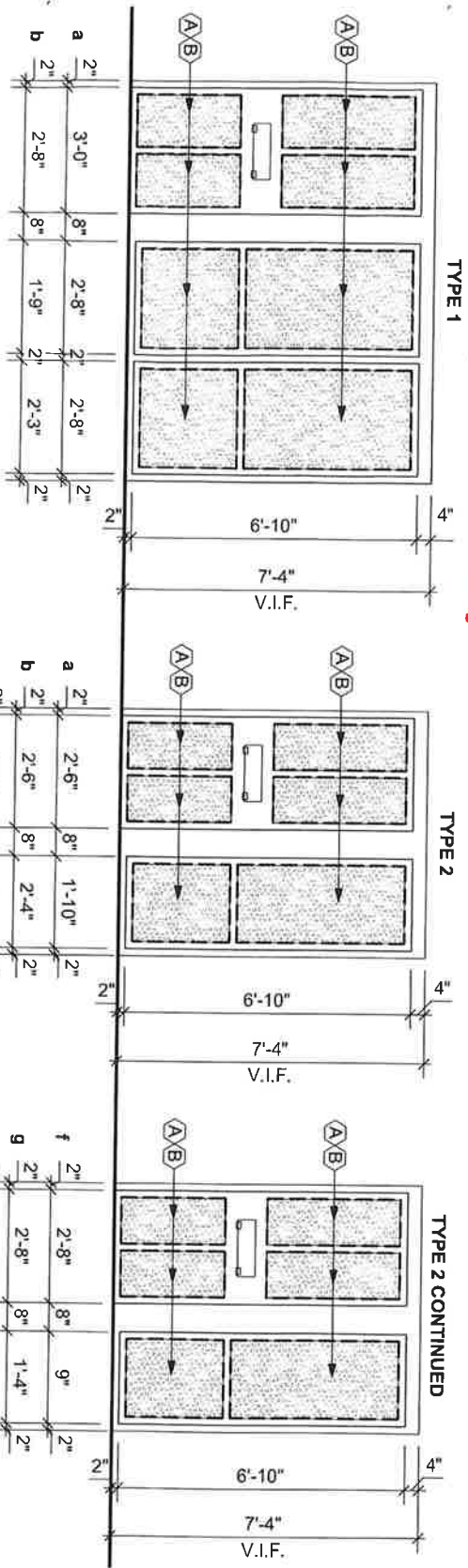




\$ 12,000.00

-2

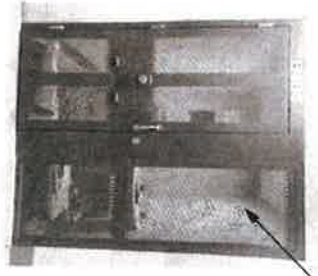
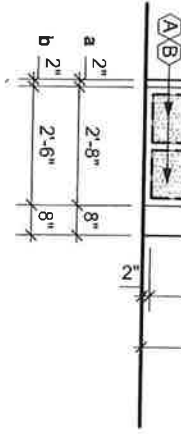
\$ 9000.00 -40



\$ 6000.00 -3

a	2"	2'-6"	8"	1'-10"	2"
b	2"	2'-6"	8"	2'-4"	2"
c	2"	2'-6"	8"	2'-6"	2"
d	2"	2'-6"	8"	3'-4"	2"
e	2"	2'-6"	8"	3'-8"	2"
f	2"	2'-8"	8"	9"	2"
g	2"	2'-8"	8"	1'-4"	2"
h	2"	2'-8"	8"	1'-6"	2"
k	2"	2'-8"	8"	1'-8"	2"
m	2"	2'-8"	8"	2'-2"	2"
n	2"	2'-8"	8"	2'-4"	2"
p	2"	2'-8"	8"	2'-10"	2"
q	2"	2'-8"	8"	3'-4"	2"

1 TYPICAL CELL OPENINGS - DEMOLITION  
A4402 Scale: 3/8" = 1'-0"



TYPICAL PERFORATED STEEL TO BE REMOVED AND EDGES SMOOTHED FOR NEW APPLICATION OF GLAZING WITH STOPS

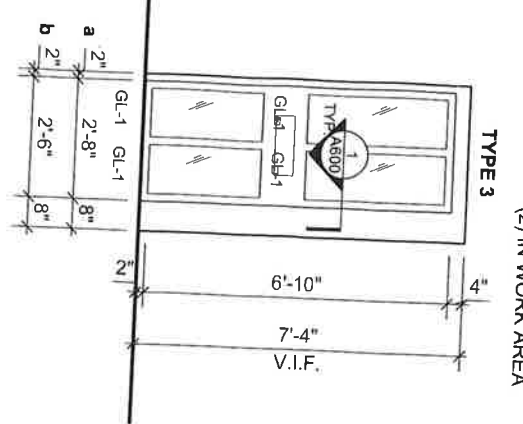
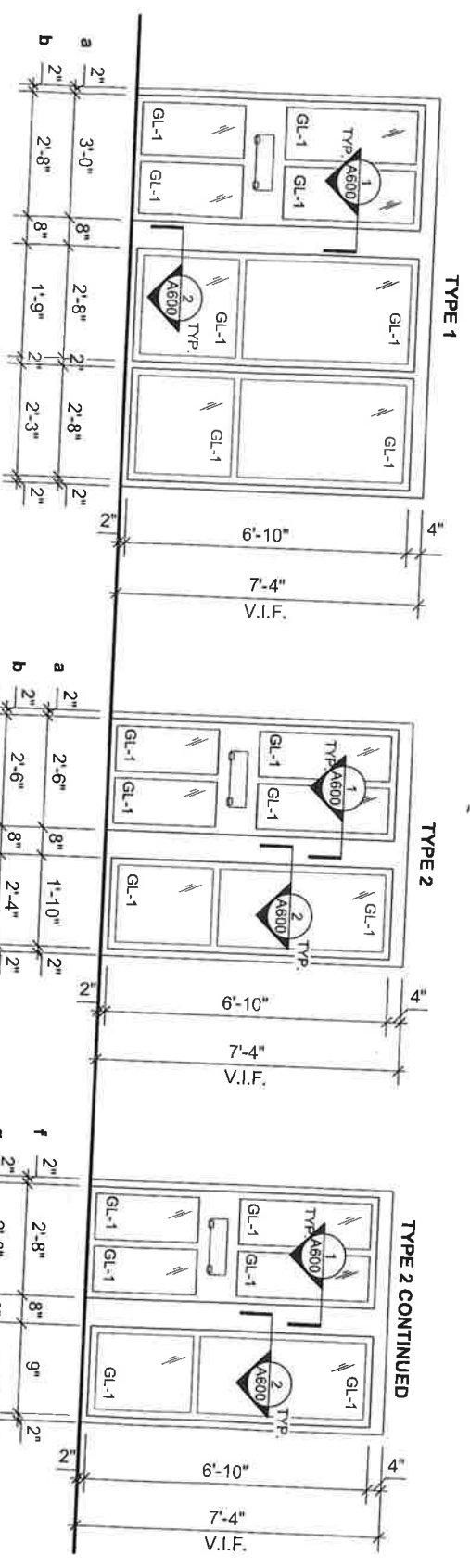
**GENERAL DEMOLITION NOTES:**  
1. VERIFY PANEL OPENING SIZES IN FIELD

- DEMOLITION KEYED NOTES**
- (A) REMOVE WELDED PERFORATED METAL PANEL FROM EXISTING STEEL TUBE FRAMING
  - (B) GRIND SHARP EDGES SMOOTH FOR NEW PAINT AND GLAZING STOPS. SEE 1&2/ AG00

A 60DD  
B 2DD  
B 4DD  
D 1DD  
D 30C

<b>WINNEBAGO COUNTY JAIL HOLDING CELL GLAZING INSTALL</b> Oshkosh, WI		Project Director Winnebago County 1221 Knapp Street Oshkosh, WI 54902	 architects building relationships 242 East Main St - Sun Prairie, WI
Title: TYPICAL CELL OPENINGS - DEMOLITION		Location: 4311 Jackson St Oshkosh, WI 54902	
Client: Winnebago County	Date: 2/17/2021	Project No: 2117	Drawing No: A440





- GENERAL CELL OPENING NOTES:**
1. HOLLOW STEEL TUBE FRAMES ARE EXISTING
  2. GRIND SHARP EDGES SMOOTH AND PREP FOR PAINTING
  3. PAINT ALL FRAMES TO MATCH EXISTING COLORS

(2) IN WORK AREA

1 TYPICAL CELL OPENING - PROPOSED  
 A401 Scale: 3/8" = 1'-0"

(41) IN WORK AREA

a	2"	2'-6"	8"	1'-10"	2"	f	2"	2'-8"	8"	9"	2"
b	2"	2'-6"	8"	2'-4"	2"	g	2"	2'-8"	8"	1'-4"	2"
c	2"	2'-6"	8"	2'-6"	2"	h	2"	2'-8"	8"	1'-6"	2"
d	2"	2'-6"	8"	3'-4"	2"	k	2"	2'-8"	8"	1'-8"	2"
e	2"	2'-6"	8"	3'-8"	2"	m	2"	2'-8"	8"	2'-2"	2"
						n	2"	2'-8"	8"	2'-4"	2"
						p	2"	2'-8"	8"	2'-10"	2"
						q	2"	2'-8"	8"	3'-4"	2"

<b>WINNEBAGO COUNTY JAIL</b> <b>HOLDING CELL GLAZING INSTALL</b> Oshkosh, WI Project No: 2117 Date: 12/17/2021 Drawing: Bidding Document	Project Owner: Winnebago County 1221 Knapp Street Oshkosh, WI 54902	 <b>KONTEXT</b> architects <i>building relationships</i> 212 Cass Main St • Sun Prairie, WI
	Architect: KONTEXT architects 4311 Jackson St Oshkosh, WI 54902	

