

**VILLAGE OF WINDSOR
VILLAGE BOARD RESOLUTION 2020-30**

**AWARDING A CONTRACT FOR RECONSTRUCTION OF PORTIONS OF CTH DM,
CLINTON ROAD, AND WILLOW ROAD**

WHEREAS, the Village of Windsor intends to reconstruct portions of County Highway DM, Clinton Road, and Willow Road; and

WHEREAS, the Village requested bids for the above described work; and

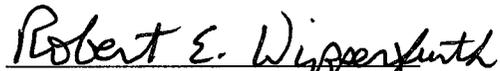
WHEREAS, bids were received and opened as described in the memorandum attached hereto as Exhibit A; and

WHEREAS, the Public Works Director and Village Engineer recommend awarding the CTH DM, Clinton Road, and Willow Road reconstruction project to A-1 Excavating in accordance with its bid attached hereto as Exhibit B..

NOW THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Windsor that it hereby awards the CTH DM, Clinton Road, and Willow Road reconstruction project to A-1 Excavating in accordance with its bid attached hereto as Exhibit B. The Village President, Village Attorney and Staff are authorized to execute the agreement 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 April 2, 2020, by a vote of 5 in favor and 0 opposed.

VILLAGE OF WINDSOR


Robert E. Wipperfurth, President

Attested by:


Christine Capstran, Clerk

Incorporated by Reference:

Exhibit A: Memorandum from Baxter & Woodman Consulting Engineers and bid tabulation.
Exhibit B: Bids and Bid Tabulation documents for Reconstruction Project

Exhibit A



March 25, 2020

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

Subject: CTH DM and Clinton Road Reconstruction Bid Summary and Recommendation of Award

Dear Mr. Clark:

One bid for the Village of Windsor's CTH DM and Clinton Road Reconstruction Project was opened on March 24, 2020. The project included reconstruction of approximately 2,500' of CTH DM from Morrisonville Road to Yahara River, 2,150' of Clinton Road from CTH DM to the southern limits of Village and approximately 350' on Willow Street from Clinton Road to the western end of the roadway at Morrisonville Ball Park. The project included complete watermain replacement and road reconstruction for CTH DM, Clinton and Willow with ditches and culverts, including ditch cleaning north of CTH DM to Yahara River.

The lone bid was received from A-1 Excavating out of Bloomer, Wisconsin. A-1 Excavating's total bid for the CTH DM and Clinton Road Project was \$2,819,860.55. The pre-bid estimate for the project was expected be between \$3,000,000 to \$3,500,000. 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 Project was bid on a "unit price contract" basis with the bidder providing unit prices for estimated quantities of work items to determine a total estimated unit price Project bid amount. Eighty eight separate unit prices were obtained for the project based on an estimated quantity of work that we provided to complete the project scope.

As noted in the detailed project bid tabulation, two minor items (Item 75 and 88) were discovered during our checking for bid subtotals, as the subtotals for these two do not match the total amount that results from multiplying the estimated bid quantity by the unit price written for each as both were off by \$0.50. The total submitted bid however matches the total calculated total bid amount, hence the subtotals for these items were apparently inaccurately entered. Per our bid instructions the actual calculated amount will be used, but it doesn't affect the total bid amount entered nor does it affect the low bidder.

Bidders were required to submit a 5% bid security and their bid amounts for the schedule of unit prices. A-1 Excavating submitted these documents. Neither the Village nor Baxter and Woodman have worked with A-1 Construction in the past. We understand that you, Davis, have worked with A-1 Excavating when you were in Columbus with both good and less than ideal results depending on the crew.

We have discussed the bid opening of this project with Public Works Committee and they have permitted staff to make a recommendation to Village Board directly if a responsible and responsive



bidder can be readily established. The two incorrect subtotals entered by A-1 Excavating are considered as inconsequential transcribing errors that do not affect the bid total submitted by A-1 Excavating or responsible and responsive bidder.

Based on the above, we recommend that the Village award the contract to A-1 Excavating for the bid price of \$2,819,860.55.

If you have any questions regarding this letter or the bid 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

Village of Windsor
CTH DM & Clinton Road Reconstruction
March 24, 2020 at 1:00 PM
Engineer's Job No.: 190918

No.	Item Description	QTY	Unit	Engineer's Estimate		A-1 Excavating Inc.		Comment No.
				Unit Price	Total	Unit Price	Total	
1	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 130,000.00	\$ 130,000.00	
2	Traffic Control and Protection	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 20,500.00	\$ 20,500.00	
3	Erosion Control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	
4	Construction Staking	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 41,000.00	\$ 41,000.00	
5	Water Main (Open Cut) 6-Inch PVC	243	LF	\$ 65.00	\$ 15,795.00	\$ 55.00	\$ 13,365.00	
6	Water Main (Open Cut) 8-Inch PVC	4664	LF	\$ 70.00	\$ 326,480.00	\$ 56.00	\$ 261,184.00	
7	Water Main (Open Cut) 8-Inch DI	540	LF	\$ 85.00	\$ 45,900.00	\$ 77.00	\$ 41,580.00	
8	Water Main (In Jacketed Casing)	80	LF	\$ 400.00	\$ 32,000.00	\$ 688.00	\$ 55,040.00	
9	Granular Backfill Water Main	5447	LF	\$ 10.00	\$ 54,470.00	\$ 23.00	\$ 125,281.00	
10	Water Main Fitting (R.J.T.) 8" x 6" Tee	21	EACH	\$ 570.00	\$ 11,970.00	\$ 600.00	\$ 12,600.00	
11	Water Main Fitting (R.J.T.) 8" x 8" Tee	4	EACH	\$ 610.00	\$ 2,440.00	\$ 650.00	\$ 2,600.00	
12	Water Main Fitting (R.J.T.) 6" Tee	2	EACH	\$ 380.00	\$ 760.00	\$ 550.00	\$ 1,100.00	
13	Water Main Fitting (R.J.T.) 6" x 90° Bend	8	EACH	\$ 380.00	\$ 3,040.00	\$ 450.00	\$ 3,600.00	
14	Water Main Fitting (R.J.T.) 8" x 11.25° Bend	1	EACH	\$ 420.00	\$ 420.00	\$ 500.00	\$ 500.00	
15	Water Main Fitting (R.J.T.) 8" x 22.5° Bend	5	EACH	\$ 420.00	\$ 2,100.00	\$ 500.00	\$ 2,500.00	
16	Water Main Fitting (R.J.T.) 8" x 45° Bend	3	EACH	\$ 420.00	\$ 1,260.00	\$ 500.00	\$ 1,500.00	
17	Water Main Fitting (R.J.T.) 8" x 90° Bend	1	EACH	\$ 420.00	\$ 420.00	\$ 500.00	\$ 500.00	
18	Water Main Fitting (R.J.T.) 6" Plug	7	EACH	\$ 300.00	\$ 2,100.00	\$ 300.00	\$ 2,100.00	
19	Water Main Fitting (R.J.T.) 8" Plug	2	EACH	\$ 330.00	\$ 660.00	\$ 300.00	\$ 600.00	
20	Water Main Fitting (R.J.T.) 6" Sleeve	1	EACH	\$ 370.00	\$ 370.00	\$ 450.00	\$ 450.00	
21	Water Main Fitting (R.J.T.) 8" Cross	1	EACH	\$ 440.00	\$ 440.00	\$ 750.00	\$ 750.00	
22	Water Main Special Gaskets 8-Inch DI	32	EACH	\$ 1,500.00	\$ 48,000.00	\$ 330.00	\$ 10,560.00	
23	Water Service Connection 1-Inch	74	EACH	\$ 500.00	\$ 37,000.00	\$ 730.00	\$ 54,020.00	
24	Water Service Pipe 1-Inch Copper	2941	LF	\$ 60.00	\$ 176,460.00	\$ 54.00	\$ 158,814.00	
25	Connect to Existing Water Main (Non-Pressure) 6-Inch	7	EACH	\$ 2,000.00	\$ 14,000.00	\$ 2,100.00	\$ 14,700.00	
26	Removing Existing Fire Hydrant and Auxiliary Valve	9	EACH	\$ 1,000.00	\$ 9,000.00	\$ 300.00	\$ 2,700.00	
27	Removing Existing Valve Box	17	EACH	\$ 400.00	\$ 6,800.00	\$ 100.00	\$ 1,700.00	
28	Gate Valve and Box 8-Inch	4	EACH	\$ 2,000.00	\$ 8,000.00	\$ 1,300.00	\$ 5,200.00	
29	Gate Valve and Box 8-Inch	18	EACH	\$ 2,500.00	\$ 45,000.00	\$ 1,750.00	\$ 31,500.00	
30	Fire Hydrant and Auxiliary Valve	13	EACH	\$ 4,000.00	\$ 52,000.00	\$ 5,750.00	\$ 74,750.00	
31	Chay Dams	2	EACH	\$ 500.00	\$ 1,000.00	\$ 300.00	\$ 600.00	

32	Styrofoam Insulation 2-Inch	360	LF	\$	10.00	\$	3,600.00	\$	14.00	\$	5,040.00
33	Well No 2 Water Service	1	LS	\$	5,000.00	\$	5,000.00	\$	10,650.00	\$	10,650.00
34	Maple Street Valve Installation	1	LS	\$	7,000.00	\$	7,000.00	\$	9,800.00	\$	9,800.00
35	Culvert Removal	814	LF	\$	10.00	\$	8,140.00	\$	10.00	\$	8,140.00
36	Apron Endwalls for Culvert Pipe 15-Inch	13	EACH	\$	325.00	\$	4,225.00	\$	240.00	\$	3,120.00
37	Apron Endwalls for Culvert Pipe 18-Inch	12	EACH	\$	350.00	\$	4,200.00	\$	290.00	\$	3,480.00
38	Apron Endwalls for Culvert Pipe 21-Inch	6	EACH	\$	375.00	\$	2,250.00	\$	330.00	\$	1,980.00
39	Apron Endwalls for Pipe Arch Steel 24-Inch	22	EACH	\$	400.00	\$	8,800.00	\$	385.00	\$	8,470.00
40	Apron Endwalls for Pipe Arch Steel 28x20-Inch	4	EACH	\$	700.00	\$	2,800.00	\$	365.00	\$	1,460.00
41	Culvert Pipe Corrugated Steel 15-Inch	202	LF	\$	40.00	\$	8,080.00	\$	51.00	\$	10,302.00
42	Culvert Pipe Corrugated Steel 18-Inch	245	LF	\$	45.00	\$	11,025.00	\$	57.00	\$	13,965.00
43	Culvert Pipe Corrugated Steel 21-Inch	95	LF	\$	50.00	\$	4,750.00	\$	60.00	\$	5,700.00
44	Culvert Pipe Corrugated Steel 24-Inch	656	LF	\$	55.00	\$	36,080.00	\$	64.00	\$	41,984.00
45	Pipe Arch Corrugated Steel 28x20-Inch	118	LF	\$	120.00	\$	14,160.00	\$	68.00	\$	8,024.00
46	Riprap Medium	66	CY	\$	125.00	\$	8,250.00	\$	70.00	\$	4,620.00
47	Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	370	LF	\$	75.00	\$	27,750.00	\$	55.00	\$	20,350.00
48	Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	212	LF	\$	85.00	\$	18,020.00	\$	61.00	\$	12,932.00
49	Storm Sewer Pipe Reinforced Concrete Class IV 21-Inch	457	LF	\$	90.00	\$	41,130.00	\$	69.00	\$	31,533.00
50	Storm Sewer Pipe Composite 12-Inch	136	LF	\$	100.00	\$	13,600.00	\$	66.00	\$	8,976.00
51	Catch Basins 3-FT Diameter	5	EACH	\$	1,800.00	\$	9,000.00	\$	2,300.00	\$	11,500.00
52	Catch Basins 4-FT Diameter	13	EACH	\$	2,500.00	\$	32,500.00	\$	2,525.00	\$	32,825.00
53	Catch Basins 6-FT Diameter	2	EACH	\$	4,000.00	\$	8,000.00	\$	3,850.00	\$	7,700.00
54	Inlets 2x2-FT	2	EACH	\$	1,600.00	\$	3,200.00	\$	2,050.00	\$	4,100.00
55	Inlet Special	9	EACH	\$	750.00	\$	6,750.00	\$	1,925.00	\$	17,325.00
56	Apron Endwalls for Culvert Pipe Reinforced Concrete 21-Inch	1	EACH	\$	500.00	\$	500.00	\$	1,100.00	\$	1,100.00
57	Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 24x38-Inch	288	LF	\$	150.00	\$	43,200.00	\$	132.00	\$	38,016.00
58	Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 29x45-Inch	140	LF	\$	200.00	\$	28,000.00	\$	147.00	\$	20,580.00
59	Apron Endwalls For Reinforced Concrete Horizontal Elliptical 29x45-Inch	1	EACH	\$	600.00	\$	600.00	\$	1,870.00	\$	1,870.00
60	Pipe Underdrain 6-Inch	500	LF	\$	15.00	\$	7,500.00	\$	15.00	\$	7,500.00
61	Frames and Grates to be Adjusted Sanitary Manhole	15	EACH	\$	500.00	\$	7,500.00	\$	300.00	\$	4,500.00
62	Site Grading (CTH DM)	1	LS	\$	120,000.00	\$	120,000.00	\$	108,000.00	\$	108,000.00
63	Site Grading (Clinton Rd)	1	LS	\$	80,000.00	\$	80,000.00	\$	78,000.00	\$	78,000.00
64	Site Grading (CTH DM to Ramsey Ditching)	1	LS	\$	10,000.00	\$	10,000.00	\$	4,000.00	\$	4,000.00
65	Site Grading (Morrison Ditching)	1	LS	\$	5,000.00	\$	5,000.00	\$	4,000.00	\$	4,000.00
66	Site Grading (4650/4656 CTH DM Ditching)	1	LS	\$	7,500.00	\$	7,500.00	\$	8,000.00	\$	8,000.00
67	Site Grading (Willow to CTH CM Ditching)	1	LS	\$	5,000.00	\$	5,000.00	\$	4,000.00	\$	4,000.00
68	Excavation, Hauling, and Disposal Contaminated Soil	650	TON	\$	60.00	\$	39,000.00	\$	56.00	\$	36,400.00
69	Subgrade Geotextile	11985	SY	\$	6.00	\$	71,910.00	\$	5.15	\$	61,722.75
70	Subgrade Removal and Replacement	2953	CY	\$	60.00	\$	177,180.00	\$	34.00	\$	100,402.00
71	Base Aggregate Dense 1 1/4-Inch	6979	TON	\$	18.50	\$	129,111.50	\$	11.50	\$	80,258.50

72	Base Aggregate Dense 3-Inch	14210	TON	\$	17.50	\$	248,675.00	\$	11.50	\$	163,415.00	
73	Temporary Aggregate	1500	TON	\$	15.00	\$	22,500.00	\$	0.01	\$	15.00	
74	HMA Pavement 3 LT 58-28 S	2406	TON	\$	65.00	\$	156,390.00	\$	55.00	\$	132,330.00	
75	HMA Pavement 4 LT 58-28 S	2198	TON	\$	75.00	\$	164,850.00	\$	59.25	\$	130,231.50	(1)
76	Driveway Removal & Replacement, HMA	1904	SY	\$	60.00	\$	114,240.00	\$	21.75	\$	41,412.00	
77	Driveway Removal & Replacement, PCC	879	SY	\$	60.00	\$	52,740.00	\$	52.50	\$	46,147.50	
78	Concrete Gutter 24-Inch	6116	LF	\$	25.00	\$	152,900.00	\$	13.50	\$	82,566.00	
79	Concrete Ribbon Curb 24-Inch	3624	LF	\$	20.00	\$	72,480.00	\$	13.50	\$	48,924.00	
80	Concrete Curb & Gutter 24" Type D	439	LF	\$	40.00	\$	17,560.00	\$	14.50	\$	6,365.50	(2)
81	Concrete Sidewalk 5-Inch	14274	SF	\$	7.00	\$	99,918.00	\$	4.55	\$	64,946.70	
82	Marking Line Epoxy 4-Inch	9843	LF	\$	1.75	\$	17,225.25	\$	0.70	\$	6,890.10	
83	Marking Railroad Crossings Epoxy	2	EACH	\$	650.00	\$	1,300.00	\$	700.00	\$	1,400.00	
84	Marking Stop Line Epoxy 18-Inch	22	LF	\$	22.00	\$	484.00	\$	14.00	\$	308.00	
85	Marking Crosswalk Epoxy Ladder Pattern 24-Inch	300	LF	\$	26.00	\$	7,800.00	\$	17.00	\$	5,100.00	
86	Restoration of Lawns and Parkways	22862	SY	\$	5.00	\$	114,310.00	\$	5.00	\$	114,310.00	(3)
87	Open Rock Trench with Perforated Drain Tile	1880	LF	\$	-	\$	-	\$	18.00	\$	33,840.00	(3)
88	Non-Perforated Drain Tile	1440	LF	\$	-	\$	-	\$	16.00	\$	23,040.00	(3)
TOTAL AMOUNT OF BID						\$	3,276,568.75			\$	2,819,860.55	(4)

(1) Comments on Bid Items and Total Amount of Bid

(2) The subtotal amount for Item 75 listed on the Bid Form submitted by A-1 Excavating, Inc. was noted as \$130,231.00, however the correct subtotal is \$130,231.50

(3) The subtotal amount for Item 80 listed on the Bid Form submitted by A-1 Excavating, Inc. was noted as \$6,365.00, however the correct subtotal is \$6,365.50.

(4) Items 87 and 88 were added after Engineer's Estimate. Published Pre-Bid Estimate without these items was \$3M to \$3.5M.

(4) The total bid amount submitted by A-1 Excavating and the total calculated amount of bid were both \$2,819,860.55. No correction in total amount of bid required

Exhibit B

X

(01/19)

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BID FORM

ONE ORIGINAL BID SHALL BE SUBMITTED

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

From: A-1 Excavating Inc.
Company

8237 Hwy 44 P.O. Box 90
Address

Bloomer WI 54924
City State Zip Code

(715) 508-4141
Telephone

(715) 508-4144
FAX

estimating@alexavating.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 CTH DM & Clinton Road Reconstruction Project for the Village of Windsor, Dane County, Wisconsin (Engineers' Job No. 190918), 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 60 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

BID FORM

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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 the OWNER may select any one or more Parts of this Bid, and if awarded the Contract for such Part or Parts of this Bid, the BIDDER agrees to perform and complete the work at the Contract Unit Prices submitted herein.

SCHEDULE OF UNIT PRICES					
No.	Pay Item	Approximate Quantity		Unit Price	Amount
1	MOBILIZATION	1	LS	Lump Sum	\$ 130,000.00
2	TRAFFIC CONTROL AND PROTECTION	1	LS	Lump Sum	\$ 20,500.00
3	EROSION CONTROL	1	LS	Lump Sum	\$ 5,000.00
4	CONSTRUCTION STAKING	1	LS	Lump Sum	\$ 41,010.00
5	WATER MAIN (OPEN CUT) 6-INCH PVC	243	LF	\$ 55.00	\$ 13,365.00
6	WATER MAIN (OPEN CUT) 8-INCH PVC	4,664	LF	\$ 56.00	\$ 261,184.00
7	WATER MAIN (OPEN CUT) 8-INCH DI	540	LF	\$ 77.00	\$ 41,580.00
8	WATER MAIN (IN JACKED CASING)	80	LF	\$ 688.00	\$ 55,040.00
9	GRANULAR BACKFILL WATER MAIN	5,447	LF	\$ 23.00	\$ 125,281.00
10	WATER MAIN FITTING (R.J.T.) 8" X 6" TEE	21	EACH	\$ 600.00	\$ 12,600.00
11	WATER MAIN FITTING (R.J.T.) 8" X 8" TEE	4	EACH	\$ 650.00	\$ 2,600.00
12	WATER MAIN FITTING (R.J.T.) 6" TEE	2	EACH	\$ 550.00	\$ 1,100.00
13	WATER MAIN FITTING (R.J.T.) 6" X 90° BEND	8	EACH	\$ 450.00	\$ 3,600.00
14	WATER MAIN FITTING (R.J.T.) 8" X 11 25° BEND	1	EACH	\$ 500.00	\$ 500.00
15	WATER MAIN FITTING (R.J.T.) 8" X 22.5° BEND	5	EACH	\$ 500.00	\$ 2,500.00
16	WATER MAIN FITTING (R.J.T.) 8" X 45° BEND	3	EACH	\$ 500.00	\$ 1,500.00

BID FORM

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SCHEDULE OF UNIT PRICES					
No.	Pay Item	Approximate Quantity		Unit Price	Amount
17	WATER MAIN FITTING (R.J.T.) 8" X 90° BEND	1	EACH	\$ 500. ⁰⁰	\$ 500. ⁰⁰
18	WATER MAIN FITTING (R.J.T.) 6" PLUG	7	EACH	\$ 300. ⁰⁰	\$ 2100. ⁰⁰
19	WATER MAIN FITTING (R.J.T.) 8" PLUG	2	EACH	\$ 300. ⁰⁰	\$ 600. ⁰⁰
20	WATER MAIN FITTING (R.J.T.) 6" SLEEVE	1	EACH	\$ 450. ⁰⁰	\$ 450. ⁰⁰
21	WATER MAIN FITTING (R.J.T.) 8" CROSS	1	EACH	\$ 750. ⁰⁰	\$ 750. ⁰⁰
22	WATER MAIN SPECIAL GASKETS 8-INCH DI	32	EACH	\$ 330. ⁰⁰	\$ 10,560. ⁰⁰
23	WATER SERVICE CONNECTION 1-INCH	74	EACH	\$ 730. ⁰⁰	\$ 54,020. ⁰⁰
24	WATER SERVICE PIPE 1-INCH COPPER	2,941	LF	\$ 54. ⁰⁰	\$ 158,814. ⁰⁰
25	CONNECT TO EXISTING WATER MAIN (NON-PRESSURE) 6-INCH	7	EACH	\$ 2100. ⁰⁰	\$ 14,700. ⁰⁰
26	REMOVING EXISTING FIRE HYDRANT AND AUXILLARY VALVE	9	EACH	\$ 300. ⁰⁰	\$ 2700. ⁰⁰
27	REMOVING EXISTING VALVE BOX	17	EACH	\$ 100. ⁰⁰	\$ 1700. ⁰⁰
28	GATE VALVE AND BOX 6-INCH	4	EACH	\$ 1300. ⁰⁰	\$ 5200. ⁰⁰
29	GATE VALVE AND BOX 8-INCH	18	EACH	\$ 1750. ⁰⁰	\$ 31,500. ⁰⁰
30	FIRE HYDRANT AND AUXILIARY VALVE	13	EACH	\$ 5750. ⁰⁰	\$ 74,750. ⁰⁰
31	CLAY DAMS	2	EACH	\$ 300. ⁰⁰	\$ 600. ⁰⁰
32	STYROFOAM INSULATION 2-INCH	360	LF	\$ 14. ⁰⁰	\$ 5040. ⁰⁰
33	WELL NO. 2 WATER SERVICE	1	LS	Lump Sum	\$ 10,650. ⁰⁰
34	MAPLE STREET VALVE INSTALLATION	1	LS	Lump Sum	\$ 9800. ⁰⁰
35	CULVERT REMOVAL	814	LF	\$ 10. ⁰⁰	\$ 8140. ⁰⁰
36	APRON ENDWALLS FOR CULVERT PIPE 15-INCH	13	EACH	\$ 240. ⁰⁰	\$ 3120. ⁰⁰
37	APRON ENDWALLS FOR CULVERT PIPE 18-INCH	12	EACH	\$ 290. ⁰⁰	\$ 3480. ⁰⁰
38	APRON ENDWALLS FOR CULVERT PIPE 21-INCH	6	EACH	\$ 330. ⁰⁰	\$ 1980. ⁰⁰
39	APRON ENDWALLS FOR CULVERT PIPE 24-INCH	22	EACH	\$ 385. ⁰⁰	\$ 8470. ⁰⁰
40	APRON ENDWALLS FOR PIPE ARCH STEEL 28X20-INCH	4	EACH	\$ 350. ⁰⁰	\$ 1400. ⁰⁰
41	CULVERT PIPE CORRUGATED STEEL 15-INCH	202	LF	\$ 51. ⁰⁰	\$ 10,302. ⁰⁰
42	CULVERT PIPE CORRUGATED STEEL 18-INCH	245	LF	\$ 57. ⁰⁰	\$ 13,965. ⁰⁰
43	CULVERT PIPE CORRUGATED STEEL 21-INCH	95	LF	\$ 60. ⁰⁰	\$ 5700. ⁰⁰
44	CULVERT PIPE CORRUGATED STEEL 24-INCH	656	LF	\$ 64. ⁰⁰	\$ 41,984. ⁰⁰

BID FORM

00 41 00.13-4 (190918) Revised dated March 18, 2020

SCHEDULE OF UNIT PRICES					
No.	Pay Item	Approximate Quantity		Unit Price	Amount
45	PIPE ARCH CORRUGATED STEEL 28X20-INCH	118	LF	\$ 18.00	\$ 8024.00
46	RIPRAP MEDIUM	66	CY	\$ 70.00	\$ 4620.00
47	STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 12-INCH	370	LF	\$ 55.00	\$ 20,350.00
48	STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 18-INCH	212	LF	\$ 61.00	\$ 12,932.00
49	STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 21-INCH	457	LF	\$ 18.00	\$ 3,533.00
50	STORM SEWER PIPE COMPOSITE 12-INCH	136	LF	\$ 16.00	\$ 8976.00
51	CATCH BASINS 3-FT DIAMETER	5	EACH	\$ 2300.00	\$ 11,500.00
52	CATCH BASINS 4-FT DIAMETER	13	EACH	\$ 2525.00	\$ 32,825.00
53	CATCH BASINS 6-FT DIAMETER	2	EACH	\$ 3850.00	\$ 7700.00
54	INLETS 2X2-FT	2	EACH	\$ 2050.00	\$ 4100.00
55	INLET SPECIAL	9	EACH	\$ 1925.00	\$ 17,325.00
56	APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 21-INCH	1	EACH	\$ 1100.00	\$ 1100.00
57	CULVERT PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL CLASS HE-III 24X38-INCH	288	LF	\$ 132.00	\$ 38,016.00
58	CULVERT PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL CLASS HE-III 29X45-INCH	140	LF	\$ 147.00	\$ 20,580.00
59	APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL 29X45-INCH	1	EACH	\$ 1810.00	\$ 1810.00
60	PIPE UNDERDRAIN 6-INCH	500	LF	\$ 15.00	\$ 7500.00
61	FRAMES AND GRATES TO BE ADJUSTED SANITARY MANHOLE	15	EACH	\$ 300.00	\$ 4500.00
62	SITE GRADING (CTH DM)	1	LS	Lump Sum	\$ 108,000.00
63	SITE GRADING (CLINTON RD)	1	LS	Lump Sum	\$ 78,000.00
64	SITE GRADING (CTH DM TO RAMSEY DITCHING)	1	LS	Lump Sum	\$ 4000.00
65	SITE GRADING (MORRISON DITCHING)	1	LS	Lump Sum	\$ 4000.00
66	SITE GRADING (4650/4656 CTH DM DITCHING)	1	LS	Lump Sum	\$ 8000.00
67	SITE GRADING (WILLOW TO CTH CM DITCHING)	1	LS	Lump Sum	\$ 4000.00
68	EXCAVATION, HAULING, AND DISPOSAL CONTAMINATED SOIL	650	TON	\$ 56.00	\$ 36,400.00
69	SUBGRADE GEOTEXTILE	11,985	SY	\$ 5.15	\$ 61,722.75

BID FORM

00 41 00.13-5 (190918) Revised dated March 18, 2020

SCHEDULE OF UNIT PRICES					
No.	Pay Item	Approximate Quantity		Unit Price	Amount
70	SUBGRADE REMOVAL AND REPLACEMENT	2,953	CY	\$ 34.00	\$ 100,402.00
71	BASE AGGREGATE DENSE 1 1/4-INCH	6,979	TON	\$ 11.50	\$ 80,258.50
72	BASE AGGREGATE DENSE 3-INCH	14,210	TON	\$ 11.50	\$ 163,415.00
73	TEMPORARY AGGREGATE	1,500	TON	\$ 0.01	\$ 15.00
74	HMA PAVEMENT 3 LT 58-28 S	2,406	TON	\$ 55.00	\$ 132,330.00
75	HMA PAVEMENT 4 LT 58-28 S	2,198	TON	\$ 59.25	\$ 130,231.00
76	DRIVEWAY REMOVAL & REPLACEMENT, HMA	1,904	SY	\$ 21.75	\$ 41,412.00
77	DRIVEWAY REMOVAL & REPLACEMENT, PCC	879	SY	\$ 52.50	\$ 46,147.50
78	CONCRETE GUTTER 24-INCH	6,116	LF	\$ 13.50	\$ 82,566.00
79	CONCRETE RIBBON CURB 24-INCH	3,624	LF	\$ 13.50	\$ 48,924.00
80	CONCRETE CURB & GUTTER 24" TYPE D	439	LF	\$ 14.50	\$ 6,365.00
81	CONCRETE SIDEWALK 5-INCH	14,274	SF	\$ 4.55	\$ 64,946.70
82	MARKING LINE EPOXY 4-INCH	9,843	LF	\$.70	\$ 1,890.10
83	MARKING RAILROAD CROSSINGS EPOXY	2	EACH	\$ 700.00	\$ 1,400.00
84	MARKING STOP LINE EPOXY 18-INCH	22	LF	\$ 14.00	\$ 308.00
85	MARKING CROSSWALK EPOXY LADDER PATTERN 24-INCH	300	LF	\$ 17.00	\$ 5,100.00
86	RESTORATION OF LAWNS AND PARKWAYS	22,862	SY	\$ 5.00	\$ 114,310.00
87	OPEN ROCK TRENCH WITH PERFORATED DRAIN TILE	1,880	LF	\$ 18.00	\$ 33,840.00
88	NON-PERFORATED DRAIN TILE	1,440	LF	\$ 16.00	\$ 23,040.00
	TOTAL AMOUNT OF BID			\$ 2,819,860.55	

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. After construction commences on any street segment, work must continue until substantial completion on the street segment.
- a. BIDDER accepts the provisions of the Agreement and the Supplementary Conditions as to liquidated damages in the event of failure to complete the Work on time.
6. Required Bid Security in the form of (Certified Check or Bid Bond) in the amount of Five Percent or 5% Percent of the Bid Amount

BID FORM

00 41 00.13-6 (190918) Revised dated March 18, 2020

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

Name: J. Ryan Bending Co.

Address: Hudson WI

Telephone: 1-800-535-0006 email: mdouglas@ryanbending.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>3-1-20</u>
# <u>2</u>	<u>3-18-20</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 24th day of March, 2020.

(SEAL)

A-Excavating Corp
BIDDER

By Terry Decha
Terry Decha - President
Name - Title

ATTEST:

Sandra Schmidt
Sandra Schmidt - Secretary
Name - Title

END OF BID FORM

BID BOND

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

BIDDER (Name and Address):

A-1 EXCAVATING, INC.
8237 Hwy 64
Bloomer, WI 54724

SURETY (Name, and Address of Principal Place of Business):

Merchants Bonding Company
6700 Westown Pkwy
West Des Moines, IA 50266

VILLAGE OF WINDSOR

OWNER (Name and Address): 4084 MUELLER ROAD
DEFOREST WI 53532

BID

Bid Due Date: MARCH 24, 2020
Description (Project Name— Include Location):

BOND

CTH DM & CLINTON ROAD RECONSTRUCTION

Bond Number: BID MARCH 24, 2020
Date: FIVE
Penal sum Percent of Amount Bid \$ 5 % of Amt Bid
(Words) (Figures)

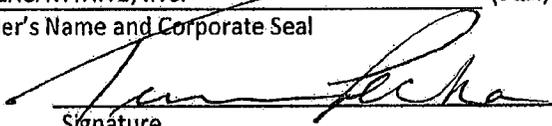
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

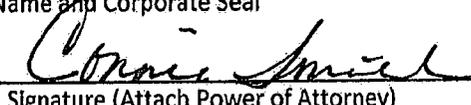
BIDDER

A-1 EXCAVATING, INC. (Seal)
Bidder's Name and Corporate Seal

SURETY

Merchants Bonding Company (Seal)
Surety's Name and Corporate Seal

By: 
Signature

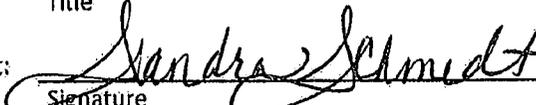
By: 
Signature (Attach Power of Attorney)

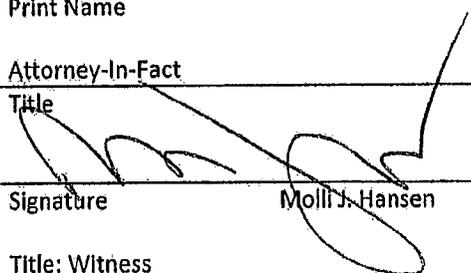
Terry Techa
Print Name

Connie Smith
Print Name

President
Title

Attorney-In-Fact
Title

Attest: 
Signature

Attest: 
Signature Mollie Hansen

Secretary
Title

Title: Witness

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and

assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to Issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to Issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for Issuing Notice of Award Including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Chris Steinagel, Christopher M Kemp; Connie Smith; Elliot Motu; Kory Mortel, Michael J Douglas, Robert Downey

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this _____ day of _____

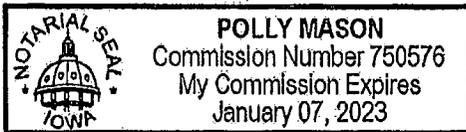


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies, and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of March 2020



William Warner Jr.
Secretary