

**VILLAGE OF WINDSOR
VILLAGE BOARD RESOLUTION 2024-29**

**AWARD CONTRACT FOR HOLLAND FIELDS STORMWATER MANAGEMENT REHABILITATION
PROJECT**

WHEREAS, the Village Board finds that the Village of Windsor needs to complete maintenance on the three stormwater management ponds in the Holland Fields subdivision as they are not functioning properly and need to be repaired; and

WHEREAS, the Village requested bids for these services attached hereto as Exhibit A; and

WHEREAS, the bids were received and opened as per the Memorandum attached hereto as Exhibit B; and

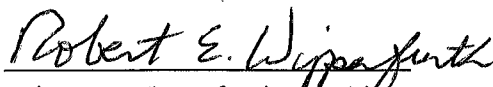
WHEREAS, the Public Works Director, Village Engineer, and Public Works Committee recommend awarding the Holland Fields Stormwater Management Rehabilitation Project to Integrity Grading & Excavating, Inc. for a cost of \$265,000.00; and

WHEREAS, the cost of the project will be paid for with funds from the 2022A Borrowing, Account 004-57331-800-004 for \$142,400 and ARPA funds, Account 002-00-57300-820-001 for \$122,600.

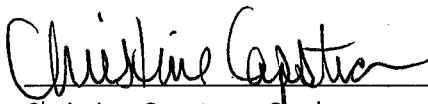
NOW THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Windsor that it hereby awards the Holland Fields Stormwater Management Rehabilitation Project to Integrity Grading & Excavating, Inc. for a cost of \$265,000.00. The Director of Public Works is authorized and directed to issue the notices of award accordingly. The Village President, Village Attorney and Staff are authorized to execute contracts in conformity therewith on behalf of the Village, in a form approved by the Village Attorney.

The above and foregoing Resolution was duly adopted at a meeting of the Village Board of the Village of Windsor on March 21, 2024 by a vote of 5 in favor and 0 opposed.

VILLAGE OF WINDSOR


Robert E. Wipperfurth, President

Attested by:


Christine Capstran, Clerk

- EXHIBIT: A. Bids and Bid Tabulation documents for the Holland Fields Stormwater Management Rehabilitation Project
- B. Memorandum from Baxter & Woodman Consulting Engineers

March 4, 2024

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

RECOMMENDATION TO AWARD

Subject: Village of Windsor – Holland Fields Storm Water Management Rehabilitation

Dear Mr. Clark:

The following lump sum bids were received for the Project on February 29, 2024 at 10:00 AM:

<u>Bidder</u>	<u>Total Bid</u>
Integrity Grading & Excavating, Inc. Schofield, WI	\$265,000.00
Drax, Inc. Madison, WI	\$303,000.00
R.G. Huston, Inc. Cottage Grove, WI	\$644,500.00
Speedway Sand & Gravel, Inc. Middleton, WI	\$728,700.00

Our pre-bid opinion of probable cost for the Project was \$400,000.

We have analyzed the bids and find Integrity Grading & Excavating to be the lowest responsible and responsive Bidder. We do not have experience with Integrity. However, they are a WisDOT prequalified contractor and therefore, feel they are able to complete the Project.

We have attached the bids received. Please advise us of your decision.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Gary A. Vogel, PE
Project Manager

00 41 00.13

BID FORM

ONE ORIGINAL BID SHALL BE SUBMITTED

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

From: Integrity Grading & Excavating, Inc.
Company

605 Grossman Drive
Address

Schofield WI 54476
City State Zip Code

(715) 359-4042
Telephone

(715) 359-4142
FAX

quotes@integrityge.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 Holland Fields Stormwater Management Rehabilitation for the Village of Windsor, Dane County, Wisconsin (Engineers' Job No. 221924.40), 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 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

- (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 will complete the Work for the following lump sum price:

Two Hundred Sixty Five Thousand Dollars	Lump Sum
	(\$265,000.00)

5. The Work will be substantially completed on or before August 31, 2024, and completed and ready for final payment in accordance with paragraph 1.11 of the Supplementary Conditions on or before September 30, 2024.

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 (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

Address:

227523 Harrier AVE, Suite B, Wausau, WI 54403

Telephone:

715-845-3711

email: csteinagel@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>1</u>	<u>2-26-24</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </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.

Respectfully submitted, signed, and sealed this 22 day of February, 2024



Integrity Grading & Excavating, Inc.
BIDDER

By *Daniel Weinkauff*

Daniel Weinkauff, President
Name - Title

ATTEST:

Ashley Bohman

Ashley Bohman, Witness
Name - Title

END OF BID FORM

00 41 00.13

BID FORM

ONE ORIGINAL BID SHALL BE SUBMITTED

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

From: Drax Inc.
Company
1213 Sherman Ave #361 Madison, WI
Address

City State Zip Code

() 608-268-3468
Telephone

() NA
FAX

scottlangum@draxco.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 Holland Fields Stormwater Management Rehabilitation for the Village of Windsor, Dane County, Wisconsin (Engineers' Job No. 221924.40), 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,

BID FORM

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. 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:

BID FORM

00 41 00.13-2 (221924.40) Revision dated February 26, 2024

- (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 will complete the Work for the following lump sum price:

Three hundred three thousand ⁰⁰/₁₀₀ dollars Lump Sum

(\$303,000.⁰⁰)

- 5. The Work will be substantially completed on or before August 31, 2024, and completed and ready for final payment in accordance with paragraph 1.11 of the Supplementary Conditions on or before September 30, 2024.
 - 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 (5%) Percent of the Bid Amount.
- 7. Bidder will be obtaining Performance and Payment Bonds through the following local agent or broker:

Name: Direct Surety Horace Nabers

Address: _____

Telephone: 650.727.3443 email: hnabers@directsurety.com

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

9. BIDDER acknowledges receipt of the following Addenda:

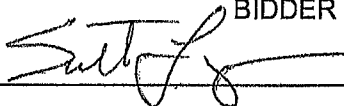
<u>Addendum Number</u>	<u>Date Received</u>
<u>1</u>	<u>2/26/24</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

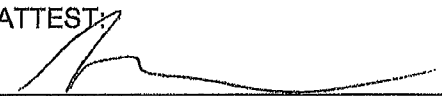
10. The person signing this Bid certifies that: (Check applicable box.)

- 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.

Respectfully submitted, signed, and sealed this 28 day of Feb, 2024.

(SEAL)

Drax Inc.
 BIDDER
 By 
Scott Langum/Manager
 Name - Title

ATTEST:

 Supt Eric Langum/Estimator
 Name - Title

END OF BID FORM

00 41 00.13

BID FORM

ONE ORIGINAL BID SHALL BE SUBMITTED

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

From: R.G. Huston Co., Inc.
Company

2561 Coffeytown Road
Address

Cottage Grove, WI 53527
City State Zip Code

(608)255-9223
Telephone

(608)839-5936
FAX

estimating@rghuston.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 Holland Fields Stormwater Management Rehabilitation for the Village of Windsor, Dane County, Wisconsin (Engineers' Job No. 221924.40), 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,

BID FORM

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. 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 will complete the Work for the following lump sum price:

six hundred forty-four thousand, five hundred dollars Lump Sum
(\$ 644,500.00)

5. The Work will be substantially completed on or before August 31, 2024, and completed and ready for final payment in accordance with paragraph 1.11 of the Supplementary Conditions on or before September 30, 2024.

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 (5%) Percent of the Bid Amount.

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

Name: Hausmann Group

Address: PO Box 259408, Madison, WI 53725

Telephone: 262-788-3937 email: jzahn@myhaus.com

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

Holland Fields Ponds Rehabilitation

(01/19)

00 41 00.13

BID FORM

ONE ORIGINAL BID SHALL BE SUBMITTED

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

From: Speedway Sand & Gravel Inc.
Company
8500 Greenway Blvd Suite 202
Address
Middleton, WI 53562
City State Zip Code
(608) 836-2982
Telephone
(608) 836-7482
FAX
(hereinafter called BIDDER)

dustin@speedwaysg.com
E-MAIL

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 Holland Fields Stormwater Management Rehabilitation for the Village of Windsor, Dane County, Wisconsin (Engineers' Job No. 221924.40), 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,

BID FORM

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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.
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- 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:

BID FORM

00 41 00.13-2 (221924.40) Revision dated February 26, 2024

- (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.
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 - (4) BIDDER is not listed on the State of Wisconsin Department of Transportation List of Disapproved, Suspended and Debarred Contractors.
4. BIDDER will complete the Work for the following lump sum price:
- | | |
|-------------------------------------|----------------|
| Seven hundred twenty eight thousand | Lump Sum |
| Seven hundred | (\$728,700.00) |
5. The Work will be substantially completed on or before August 31, 2024, and completed and ready for final payment in accordance with paragraph 1.11 of the Supplementary Conditions on or before September 30, 2024.
- 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 (5%) Percent of the Bid Amount.
7. Bidder will be obtaining Performance and Payment Bonds through the following local agent or broker:
- Name: Holmes Murphy - Nicole Stillings
- Address: 1818 Parmenter Street Suite 240, Middleton, WI 53562
- Telephone: 608-242-2551 email: nstillings@holmesmurphy.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>February 26, 2024</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

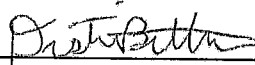
- (x) He/She is the person in the BIDDER's organization responsible within that organization for the decision as to the prices being bid and that he/she has not participated, and will not participate, in any action contrary to that above; or
- () He/She is not the person in the BIDDER's organization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

Respectfully submitted, signed, and sealed this 29th day of February, 2024.

Speedway Sand & Gravel Inc.

BIDDER

~~(SEAL)~~

By 

Dustin Bittner, Vice President

Name - Title

ATTEST:



Janice Ryan, Corporate Secretary

Name - Title

END OF BID FORM