

STATE OF WISCONSIN CLAIMS BOARD

On July 11, 2025, the State of Wisconsin Claims Board met in the State Capitol Building and via Zoom to consider the claims listed below.

Hearings were conducted regarding the following claims:

<u>Claimant</u>	<u>Agency</u>	<u>Amount</u>
1. David Bintz	Innocent Convict Compensation	\$2,159,328.45
2. Robert Bintz	Innocent Convict Compensation	\$2,153,698.20

The following claim was decided without hearing:

3. Integrity Grading and Excavating, Inc.	Transportation	\$1,468,676.24
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With respect to the claims, the Board finds:

(Decisions are unanimous unless otherwise noted.)

1. **David Bintz.** The Board defers its decision on David Bintz’ innocent convict compensation claim until a later date in order to obtain additional information from the parties.

2. **Robert Bintz.** The Board’s conclusion on Robert Bintz’ claim for innocent convict compensation will be issued in a separate decision.

3. **Integrity Grading and Excavating, Inc.** of Schofield, Wisconsin, claims \$1,468,676.24 for expenses incurred beyond the amount awarded pursuant to a contract with the Wisconsin Department of Transportation (WisDOT). Integrity was awarded a contract for approximately \$25.9 million, for Project ID 5992-11-31/32/33 – reconstruction of University Avenue in Madison. It is noted that the contract was a completion-date contract, with an interim milestone of October 16, 2022 (end of Stage 3) and a final completion date of August 14, 2023. Integrity indicates that the project experienced significant delays due to multiple factors beyond its control and, as a result, Integrity incurred expenses beyond the contract. Integrity notes that the project’s schedule and costs were adversely impacted, resulting in liquidated damages and increased expenses for Integrity. Integrity submitted a 5-Day Written Statement to WisDOT on July 10, 2024, outlining key issues encountered and associated compensation requests, including (and outlined in detail in Integrity’s claim:

- Paving Delay Due to Existing Box Culvert;
- Material Supply Chain Issues;
- Utility Work and Lane Closures by MGE Gas;
- Bus Rapid Transit Project Interference;
- 96” Trunkline Joint Gap Tolerance Issues
- 96” RCP Pipe Alignment Issues
- Box Culvert Elevation at Marshall Court
- Liquidated Damages

Integrity notes that WisDOT responded to the statement and acknowledged Integrity’s entitlement to \$3,060.00 for additional maintenance costs related to the Existing Box Culvert, and the amount requested by Integrity for the 96” Trunkline Joint Gap Tolerance issue was reduced, bringing the total consideration sought by Integrity to \$1,473,032.86.

Integrity now seeks the full amount in its July 10, 2024 statement, with additional adjustments, totaling \$1,468,676.24:

- Paving Delay Due to Existing Box Culvert: \$7,920.00;

- Material Supply Chain Issues: \$21,750.00;
- Utility Work and Lane Closures by MGE Gas: \$130,500.00;
- Bus Rapid Transit (BRT) Project Interference: Supports forgiveness of LDs;
- 96" Trunkline Joint Gap Tolerance Issues: \$243,905.14;
- 96" RCP Pipe Alignment Issues: \$129,345.10;
- Box Culvert Elevation at Marshall Court: Included above in #1 and supports forgiveness of LDs;
- Incorrect assessment of Liquidated Damages: \$935,250.00.

Lastly, Integrity outlines items it believes WisDOT missed in its review, which it contends supports the claim:

- Impact by COVID-19 on the pipe procurement issues.
- Integrity conformed to County Material's recommended procedures, and WisDOT (through the Region) converted the performance specification that Integrity bid on into an 11th hour prescriptive specification that forced Integrity to perform extra work as defined by Standard Specification Section 101.3.
- The poor design provided by WisDOT, which failed to account for horizontal movement of the 96-inch RCP or incorporate elements to mitigate the adverse effects of that movement, required Integrity to perform extra work as defined in Standard Specification Section 101.3.
- The lane closures authorized for MGE Gas, the mistaken location of the Box Culvert and other design flaws and external facts make the imposition of liquidated damages an inappropriate punishment and not a reflection of actual damages caused by Integrity.

Integrity requests "a swift decision [by the Claims Board] that will allow Integrity to move this matter toward its ultimate disposition in Circuit Court."

WisDOT recommends denial of this claim in its entirety, expect for a concession of \$3,060.00 in additional maintenance costs that WisDOT is willing to reimburse. WisDOT notes that this limited amount, which WisDOT previously identified and the Review Panel supported, represents the only extra cost shown to be directly attributable to a project issue that resulted in additional compensable work. WisDOT contends that no further compensation or liquidated damage relief is warranted or legally permissible.

WisDOT indicates that work began on the project in May 2022, and that it was not considered substantially complete until June 28, 2024 – over ten months beyond the contract completion date. WisDOT explains that because of this delay, it assessed liquidated damages for each day the work remained uncompleted after the contract deadlines. WisDOT contends that it carefully evaluated each of Integrity's contentions regarding project delays and extra costs as part of the 5-Day Written Statement, and the issues were denied at both the Region Level and by an independent WisDOT Review Panel.

WisDOT maintains that Integrity's delays were non-excusable and non-compensable, and not due to any action or inaction by WisDOT. WisDOT contends that Integrity has failed to demonstrate any contractual or legal entitlement to relief. Lastly, WisDOT notes that the contract expressly allocates the risk of unexpected difficulties to the contractor.

The Board concludes that this claim raises questions of fact that are better evaluated by a court of law. Therefore, the Board denies payment of this claim. *[Chair Sutherlin did not participate.]*

The Board concludes:

The following claim is denied:

Integrity Grading and Excavating, Inc.

Dated at Madison, Wisconsin this 31st day of July, 2025.

Signed by:



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Lara Sutherlin, Chair
Representative of the Attorney General

Signed by:



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Jennifer Vandermeuse, Secretary
Representative of the Dept. of Administration

Signed by:



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Eric Wimberger
Senate Finance Committee

Signed by:



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Alex Dallman
Assembly Finance Committee

Signed by:



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Mel Barnes
Representative of the Governor