

Contract Routing Form

Routing: Routine

printed on: 06/12/2023

Contract between: R. G. Huston Co., Inc.
And Dept. or Division: Engineering Division
Name/Phone Number:

Project: Davies Street and Dempsey Road Reconstruction Assessment
District - 2023

Contract No.: 8566 File No.: 77797
Enactment No.: RES-23-00408 Enactment Date: 06/12/2023
Dollar Amount: \$4,381,000

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	6-13-2023	6/13/23
Director of Civil Rights	6-16-2023	6/16/23
Risk Manager	6/20/2023	6/20/2023
Finance Director	6/20/23	6/20/2023
City Attorney	6/20/2023	6/20/2023
Mayor	6/20/2023	6/21/2023

Please return signed Contracts to the City Clerk's Office
Room 103, City-County Building for filing.

Original + 2 Copies

6/12/2023 15:49:12 enjls - Aaron Canton, (608) 242-4763



Legislation Details (With Text)

File #: 77797 **Version:** 1 **Name:** Awarding Public Works Contract No.8566, Davies Street And Dempsey Road Reconstruction Assessment District - 2023

Type: Resolution **Status:** Passed

File created: 5/10/2023 **In control:** Engineering Division

On agenda: 6/6/2023 **Final action:** 6/6/2023

Enactment date: 6/12/2023 **Enactment #:** RES-23-00408

Title: Awarding Public Works Contract No.8566, Davies Street And Dempsey Road Reconstruction Assessment District - 2023. (15th Ad)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. 8566 bidtab.pdf, 2. 8566.pdf

Date	Ver.	Action By	Action	Result
6/6/2023	1	COMMON COUNCIL	Adopt	Pass
5/17/2023	1	BOARD OF PUBLIC WORKS		
5/10/2023	1	Engineering Division	Refer	

Fiscal Note

The proposed resolution authorizes awarding the contract for the Davies Street and Dempsey Road Reconstruction Assessment District - 2023 at a total estimated cost of \$4,731,880.00 including contingency. Funding for the project is available in Munis 13170. No additional appropriation is required.

Title

Awarding Public Works Contract No.8566, Davies Street And Dempsey Road Reconstruction Assessment District - 2023. (15th Ad)

Body

BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidder contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

BE IT FURTHER RESOLVED, that the funds be encumbered to cover the cost of the projects contained herein.

See attached document (Contract No. 8566) for itemization of bids.

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 8566
DAVIES STREET AND DEMPSEY ROAD RECONSTRUCTION ASSESSMENT DISTRICT - 2023

R.G. HUSTON CO., INC.

\$4,381,000.00

Acct. No. 13170-402-170: 54410 (91350)	\$1,503,040.61
Contingency 8%±	<u>120,239.39</u>
Sub-Total	\$1,623,280.00
Acct. No. 13170-402-172: 54440 (91226)	\$92,645.80
Contingency 8%±	<u>7,414.20</u>
Sub-Total	\$100,060.00
Acct. No. 13170-402-174: 54445 (91345)	\$263,003.00
Contingency 8%±	<u>21,037.00</u>
Sub-Total	\$284,040.00
Acct. No. 13170-84-174: 54445 (91345)	\$765,108.48
Contingency 8%±	<u>61,211.52</u>
Sub-Total	\$826,320.00
Acct. No. 13170-83-173: 54445 (91345)	\$980,423.59
Contingency 8%±	<u>78,436.41</u>
Sub-Total	\$1,058,860.00
Acct. No. 13170-86-179: 54445 (91360)	\$640,722.52
Contingency 8%±	<u>51,257.48</u>
Sub-Total	\$691,980.00
Acct. No. 13170-402-177: 54435 (91232)	\$44,840.00
Contingency 8%±	<u>3,990.00</u>
Sub-Total	\$48,830.00
Acct. No. 13170-402-176: 54430 (96882)	\$91,216.00
Contingency 8%±	<u>7,294.00</u>
Sub-Total	\$98,510.00
GRAND TOTAL	<u>\$4,731,880.00</u>



Demographics

Company Name: Travelers Casualty and Surety Company of America	Short Name:	SBS Company Number: 54218780
NAIC CoCode: 31194	Country of Domicile: United States	Domicile Type: Foreign
State of Domicile: Connecticut	Date of Incorporation: 07/18/1974	NAIC Group Number: 3548 - Travelers Grp
Organization Type: Stock		Merger Flag: Yes

Address

Business Address One Tower Square Hartford, CT 06183 United States	Mailing Address One Tower Square Hartford, CT 06183 United States	Statutory Home Office Address One Tower Square Hartford, CT 06183 United States	Main Administrative Office Address One Tower Square Hartford, CT 06183 United States
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Phone, Email, Website

Phone	Email	Website				
<table border="1"> <thead> <tr> <th>Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td colspan="2">No results found.</td> </tr> </tbody> </table>	Type	Number	No results found.		No results found.	No results found.
Type	Number					
No results found.						

Company Type

Company Type: Property and Casualty
Status: Active
Status Reason:
Status Date: 09/10/1975

Company Type: Property and Casualty

Appointments

Show entries

Showing 1 to 2 of 2 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
JENNY HIRTH	6523593	6523593	Intermediary (Agent) Individual	Property	03/14/2022	02/07/2023	03/15/2024
JENNY HIRTH	6523593	6523593	Intermediary (Agent) Individual	Casualty	03/14/2022	02/07/2023	03/15/2024

Line Of Business

Show entries

Showing 1 to 10 of 11 entries

 Filter

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	09/10/1975
Automobile	Automobile	09/10/1975
Credit Insurance	Credit Insurance	09/10/1975
Disability Insurance	Disability Insurance	09/10/1975
Fidelity Insurance	Fidelity Insurance	09/10/1975
Fire, Inland Marine and Other Property Insurance	Fire, Inland Marine and Other Property Insurance	09/10/1975
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	09/10/1975
Miscellaneous	Miscellaneous	09/10/1975
Ocean Marine Insurance	Ocean Marine Insurance	09/10/1975
Surety Insurance	Surety Insurance	09/10/1975

Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		*			Other CORPORATION SERVICE COMPANY 33 E MAIN ST STE 610 MADISON, WI United States County 53703

Company Merger

SBS Company Number	NAIC CoCode	Non-Surviving Company	Non-Surviving Company Type	Terminated Appointments	Transferred Appointments	Merger Date	Comments
54221052	22535	Seaboard Surety Company	Property and Casualty	N	N	01/02/2009	

Companies Absorbed

Name Change History

Previous Name	New Name	Effective Date
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\$4,381,000
FILE COPY

BID OF R. G. HUSTON CO., INC.

2023

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

DAVIES STREET AND DEMPSEY ROAD RECONSTRUCTION ASSESSMENT
DISTRICT - 2023

CONTRACT NO. 8566

MUNIS NO. 13170

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JUNE 6, 2023

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

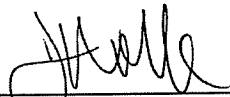
**DAVIES STREET AND DEMPSEY ROAD RECONSTRUCTION ASSESSMENT
DISTRICT - 2023
CONTRACT NO. 8566**

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This Proposal, and Agreement have
been prepared by:

**CITY ENGINEERING DIVISION
CITY OF MADISON
MADISON, DANE COUNTY, WISCONSIN**



James M. Wolfe, P.E., City Engineer

JMW: ac

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	DAVIES STREET AND DEMPSEY ROAD RECONSTRUCTION ASSESSMENT DISTRICT - 2023
CONTRACT NO.:	8566
DBE GOAL	8%
BID BOND	5%
DBE PRE BID MEETING	See Pre-Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	MAY 4, 2023
BID SUBMISSION (2:00 P.M.)	MAY 11, 2023
BID OPEN (2:30 P.M.)	MAY 11, 2023
PUBLISHED IN WSJ	APRIL 27 & MAY 4 2023

DBE PRE BID MEETING: Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Tracy Lomax, Affirmative Action Division, to count towards good faith efforts. Tracy may be reached at (608) 267-8634, or by email, TLomax@cityofmadison.com.

PREQUALIFICATION APPLICATION: Forms are available on our website, www.cityofmadison.com/business/pw/forms.cfm. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

BIDS TO BE SUBMITTED by hand to 1600 EMIL ST., MADISON, WI 53713 or online at www.bidexpress.com.

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney at (608) 266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2023 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/Business/PW/specs.cfm.

The Contractor shall review these Specifications prior to preparation of proposals for the work to be done under this contract, with specific attention to Article 102, "BIDDING REQUIREMENTS AND CONDITIONS" and Article 103, "AWARD AND EXECUTION OF THE CONTRACT." For the convenience of the bidder, below are highlights of three subsections of the specifications.

DAVIS BACON COMPLIANCE PROVISIONS

The City of Madison is applying to fund portions of this contract through the Safe Drinking Water Loan Program (SDWLP) administered by the Wisconsin Department of Natural Resources. All work in this contract is subsequently subject to the Davis-Bacon Compliance Provisions. The Contractor shall use the

Davis-Bacon wage rate tables as issued by the U.S. Department of Labor. The contractor shall submit weekly payroll certification, utilizing the payroll form included in the contract documents, or equivalent.

See SECTION J: DAVIS-BACON LABOR PROVISIONS, and SECTION K: DAVIS-BACON WAGE RATES for additional information and specific Contract requirements.

AMERICAN IRON AND STEEL (AIS)

All iron and steel products provided by the Contractor shall be produced in the United States and comply with the American Iron and Steel Requirement (AIS). Contractor shall provide AIS Certification for all iron and steel products supplied in this Contract.

See SECTION D: SPECIAL PROVISIONS, SECTION 106.1: SOURCE AND SUPPLY AND QUALITY for additional information and specific Contract requirements.

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

In accordance with Wisconsin State Statutes 66.0901 (2) and (3), all bidders must submit to the Board of Public Works proof of responsibility on forms furnished by the City. The City requires that all bidders be qualified on a biennial basis.

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

In accordance with Section 39.02(9)(a)l. of the General Ordinances, all bidders shall submit in writing to the Affirmative Action Division Manager of the City of Madison, a Certificate of Compliance or an Affirmative Action Plan at the same time or prior to the submission of the proof of responsibility forms.

The bidder shall be disqualified if the bidder fails to or refuses to, prior to opening of the bid, submit a Certificate of compliance, Affirmative Action Plan or Affirmative Action Data Update, as applicable, as defined by Section 39.02 of the General Ordinances (entitled Affirmative Action) and as required by Section 102.11 of the Standard Specifications.

SECTION 102.4 PROPOSAL

No bid will be accepted that does not contain an adequate or reasonable price for each and every item named in the Schedule of Unit Prices.

A lump sum bid for the work in accordance with the plans and specifications is required. The lump sum bid must be the same as the total amounts bid for the various items and it shall be inserted in the space provided.

All papers bound with or attached to the proposal form are considered a part thereof and must not be detached or altered when the proposal is submitted. The plans, specifications and other documents designated in the proposal form will be considered a part of the proposal whether attached or not.

A proposal submitted by an individual shall be signed by the bidder or by a duly authorized agent. A proposal submitted by a partnership shall be signed by a member/partner or by a duly authorized agent thereof. A proposal submitted by a corporation shall be signed by an authorized officer or duly authorized registered agent of such corporation, and the proposal shall show the name of the State under the laws of which such corporation was chartered. The required signatures shall in all cases appear in the space provided thereof on the proposal.

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address

of the Contractor or submitted electronically through Bid Express (www.bidexpress.com). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

All bids, sealed or electronic, must be accompanied with a Bid Bond (City of Madison form) equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer. Bid deposit of the successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

MINOR DISCREPENCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

Bidders for this Contract(s) must be Pre-Qualified for at least one of the following type(s) of construction denoted by an

Building Demolition

- 101 Asbestos Removal
120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

- 201 Asphalt Paving
205 Blasting
210 Boring/Pipe Jacking
215 Concrete Paving
220 Con. Sidewalk/Curb & Gutter/Misc. Flat Work
221 Concrete Bases and Other Concrete Work
222 Concrete Removal
225 Dredging
230 Fencing
235 Fiber Optic Cable/Conduit Installation
240 Grading and Earthwork
241 Horizontal Saw Cutting of Sidewalk
242 Infrared Seamless Patching
245 Landscaping, Maintenance
246 Ecological Restoration
250 Landscaping, Site and Street
251 Parking Ramp Maintenance
252 Pavement Marking
255 Pavement Sealcoating and Crack Sealing
260 Petroleum Above/Below Ground Storage Tank Removal/Installation
262 Playground Installer

- 265 Retaining Walls, Precast Modular Units
270 Retaining Walls, Reinforced Concrete
275 Sanitary, Storm Sewer and Water Main Construction
276 Sawcutting
280 Sewer Lateral Drain Cleaning/Internal TV Insp.
285 Sewer Lining
290 Sewer Pipe Bursting
295 Soil Borings
300 Soil Nailing
305 Storm & Sanitary Sewer Laterals & Water Svc.
310 Street Construction
315 Street Lighting
318 Tennis Court Resurfacing
320 Traffic Signals
325 Traffic Signing & Marking
332 Tree pruning/removal
333 Tree, pesticide treatment of
335 Trucking
340 Utility Transmission Lines including Natural Gas, Electrical & Communications
399 Other _____

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

- 401 Floor Covering (including carpet, ceramic tile installation, rubber, VCT)
402 Building Automation Systems
403 Concrete
404 Doors and Windows
405 Electrical - Power, Lighting & Communications
410 Elevator - Lifts
412 Fire Suppression
413 Furnishings - Furniture and Window Treatments
415 General Building Construction, Equal or Less than \$250,000
420 General Building Construction, \$250,000 to \$1,500,000
425 General Building Construction, Over \$1,500,000
428 Glass and/or Glazing
429 Hazardous Material Removal
430 Heating, Ventilating and Air Conditioning (HVAC)
433 Insulation - Thermal
435 Masonry/Tuck pointing

- 437 Metals
440 Painting and Wallcovering
445 Plumbing
450 Pump Repair
455 Pump Systems
460 Roofing and Moisture Protection
464 Tower Crane Operator
461 Solar Photovoltaic/Hot Water Systems
465 Soil/Groundwater Remediation
466 Warning Sirens
470 Water Supply Elevated Tanks
475 Water Supply Wells
480 Wood, Plastics & Composites - Structural & Architectural
499 Other _____

State of Wisconsin Certifications

- 1 Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.
2 Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.
3 Class 7 Blaster - Blasting Operations and Activities for structures greater than 15' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".
4 Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)
5 Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.
6 Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture
7 Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)
8 State of Wisconsin Master Plumbers License.

SECTION B: PROPOSAL

Please refer to the
Bid Express Website
at <https://bidexpress.com>
look up contract number
and go to
Section B: Proposal Page

You can access all City of Madison bid solicitations for FREE at www.bidexpress.com

Click on the "Register for Free" button and follow the instructions to register your company and yourself. You will be asked for a payment subscription preference, since you may wish to bid online someday. Simply choose the method to pay on a 'per bid' basis. This requires no payment until / unless you actually bid online. You can also choose the monthly subscription plan at this time. You will, however, be asked to provide payment information. Remember, you can change your preference at anytime. You will then be able to complete your free registration and have full access to the site. Your free access does not require completion of the 'Digital ID' process, so you will have instant access for viewing and downloading. To be prepared in case you ever do wish to bid online, you may wish to establish your digital ID also, since you cannot bid without a Digital ID.

If you have any problems with the free registration process, you can call the bidexpress help team, toll free at 1-888-352-2439 (option 1, option1).

SECTION C: DISADVANTAGED BUSINESS ENTERPRISE
Instructions to Bidders
City of Madison
DBE Program Information

Disadvantaged Business Enterprise (DBE) Program Information

This project anticipates financing in whole or in part by the Wisconsin Department of Natural Resources (DNR) through the Clean Water Fund Program (CWFP) or the Safe Drinking Water Loan Program (SDWLP). The City of Madison and all Contractors on this project must make good faith efforts to utilize DBEs. The Wisconsin DNR provides a Contract Packet for DBE compliance which contains information for compliance with the EPA's DBE regulations and DBE program policies.

The DBE Compliance packet, and copies of required forms are available for reference at: <https://dnr.wi.gov/Aid/documents/EIF/Guide/DBE.html>

Additional questions regarding the DBE Program provisions of this Contract, including the attached Environmental Improvement Fund (EIF) DBE Good Faith Certification forms and the DBE Subcontractor Utilization forms, should be directed to:

Tracy Lomax, Affirmative Action Division Manager, City Civil Rights Department, at (608) 266-6510, or by email tlomax@cityofmadison.com

– OR –

Adam Wiederhoeft, PE, Design & Construction Engineer, Madison Water Utility, at (608) 266-9121, or by email at awiederhoeft@madisonwater.org

A copy of the complete City of Madison Disadvantaged Business Enterprise Program and/or DBE Directory may be obtained by calling the City Civil Rights Department at (608) 267-8759, or online at: <https://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>.

2.1 Program Overview and Requirements

The City of Madison, in awarding prime contracts, and the primary contractor, in awarding subcontractors, are required to make a good faith effort to achieve a combined minimum goal of 8% participation for DBE utilization. This procurement will be subject to regulations contained in NR162, Wisconsin Administrative Code and appropriate State Statutes. Any contract awarded under this Invitation to Bid must demonstrate positive good faith efforts to utilize disadvantaged business enterprises (DBE). The City of Madison encourages DBE, including qualifying women-owned business enterprises (WBE) and minority-owned business enterprises (MBE), to submit Bid Proposals.

Failure to comply could result in the reduction in loan eligibility and/or could result in the contract being awarded to the lowest bidder demonstrating a positive effort to utilize women, minority, and small businesses.

The Contractor shall demonstrate positive efforts to utilize disadvantaged business enterprises (DBE). The Contractor's documentation regarding positive effort to utilize DBE shall be submitted with the Bid. Refer to the following sections for submittal requirements. Utilize the forms enclosed therein to demonstrate good faith effort and DBE utilization. Completed forms must be included with the bid documents submitted at the time of Bid Opening.

Bidders may contact prospective DBE on the Wisconsin Unified Certification Program Eligibility Directory to solicit bids from these firms (available on the Wisconsin Department of Transportation's website: <https://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>).

For contractors utilizing DBE the appropriate form(s) must be submitted with the Bid to document the DBE subcontractors to be used in the Work.

Contractors are strongly encouraged to submit an advertisement to an industrial trade publication or regional newspaper to meet the good faith efforts required.

2.2 Good Faith Efforts

Prime contractors and subcontractors participating in a CWFPP or SDWLP funded project must also make good faith efforts whenever they subcontract for construction work, equipment, raw materials, or supplies. The Environmental Protection Agency (EPA) identifies Six Good Faith Efforts which are required to ensure that all DBEs have the opportunity to compete for procurements funded in whole or part by EPA financial assistance dollars. In order to demonstrate a good faith effort, the recipient and the prime contractor must, at a minimum, fulfill the following six (6) affirmative steps:

1. Include qualified DBEs on solicitation lists.
2. Assure that potential DBEs are solicited whenever they are potential sources.
3. Divide scope of work (total requirements), when economically feasible, into smaller tasks or quantities to permit maximum participation of DBEs.
4. Establish delivery schedules (for projects where the requirements of the work allow) that will encourage participation by DBEs.
5. Use the services and assistance of the following, as appropriate:
 - Small Business Administration - <https://www.sba.gov/>
 - Minority Business Development Agency - <https://www.mbda.gov/>
 - U.S. Department of Commerce - <https://www.commerce.gov/>
 - See the List of Certified DBEs for agencies in Wisconsin and bordering states providing similar support. - <https://dnr.wi.gov/Aid/documents/EIF/Guide/MBElist.html>
6. If the prime contractor awards contracts/procurements, require subcontractors to take the affirmative steps above.

2.3 Solicitation Requirements

To make a good faith effort when subcontracting, a Prime Contractor should advertise for subcontractors with an ad that includes a statement such as, "An 8% DBE participation goal is set for this project. DBEs are encouraged to submit proposals." If just one advertisement is published for all areas of work that may be subcontracted, it should indicate those types of work that could be subcontracted.

The advertisement(s) should appear in an industry trade publication and/or the official newspaper of public record for the municipality to effectively maximize the effectiveness of the effort.

The Prime Contractor shall supply a copy of the advertisement to the Engineer upon award of the Contract, or whenever solicitation occurs beyond the time of the bid submittal. A copy of the advertisement is not required as component of the Prime Contractor's bid submittal or award of the Contract.

Prime Contractors are required to contact DBEs on a Unified Certification Program (UCP) List to solicit bids from these firms (e.g., firms registered in the WisDOT UCP, <https://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>). Document all the contacts, using Form 8700-294A, the DBE Contacts Worksheet and submit the form with the bid,

and subsequently, to the Engineer, whenever solicitation occurs beyond the time of the bid submittal.

In addition to Form 8700-294A documenting DBE solicitation efforts, the DBE Program Subcontractor Utilization Form (EPA Form 6100-4) must be completed for all DBEs selected and/or intended for utilization on the project, including an estimated dollar value of their subcontract. The total subcontract values of eligible DBE subcontractors will determine whether the 8% utilization goal has been met. Submit the completed and signed form(s) with the bid, and subsequently, to the Engineer, whenever additional DBE utilization occurs beyond the time of the bid submittal.

Additional solicitation steps are identified and provided for reference on Form 8700-294, DBE Good Faith Certification Form. This form is not required for submittal by the Prime Contractor.

2.4 Required Submittals by Bidder / Prime Contractor

The following forms and solicitation documentation materials must be completed and submitted with the bid in order to be considered eligible for award of the Contract.

- 1) **DNR Form 8700-294A**
The Environmental Improvement Fund (EIF) DBE Contacts Worksheet
- 2) **EPA Form 6100-4**
The DBE Program Subcontractor Utilization Form captures the prime's intended use of an identified DBE subcontractor, and the estimated dollar amount of the subcontract.

2.5 Additional Solicitation Information

- 1) **Example Contractor's Advertisement Soliciting DBE Proposals**
A sample ad format is provided for reference.
- 2) **DNR Form 8700-294** (*not required for submittal by the Prime Contractor*)
The DBE Good Faith Certification Form provides additional solicitation steps, included for reference purposes. This form is not required for submittal by the Prime Contractor.

2.6 Contract Administration Requirements

Upon award and through the completion of contract, the following provisions are required to prevent unfair practices that adversely affect DBEs. Those provisions are as follows:

- 1) The Prime Contractor shall pay its subcontractor for satisfactory performance no later than 30 days from the Prime Contractor's receipt of payment from the City of Madison.
- 2) The City of Madison, through the Affirmative Action Division Manager and Engineer, must be notified in writing by its Prime Contractor prior to any termination of a DBE subcontractor for convenience by the Prime Contractor.
- 3) If a DBE subcontractor fails to complete work under the subcontract for any reason, the Prime Contractor is required to employ the six good faith efforts if soliciting a replacement subcontractor.
- 4) The Prime Contractor shall employ the six good faith efforts even if the Prime Contractor has achieved its fair share objectives for the project.

2.7 Federal Equivalency Requirements

This project is being financed in whole or in part by the Wisconsin Department of Natural Resources through the Clean Water Fund Program (CWFP) or the Safe Drinking Water Loan Program (SDWLP). This project is subsequently designated as Federal Equivalency and must comply with the following federal laws and all applicable state and federal laws, rules, and regulations and must ensure that their contractor(s) also comply with these laws, rules, and regulations.

- 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), the Rehabilitation Act of 1973 (P.L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), the Older Americans Amendments of 1975 (P.L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), and subsequent regulations ensure access to facilities or programs regardless of race, color, national origin, sex, age, or handicap.
- 2) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations, prohibits employment discrimination on the basis of race, color, religion, sex, or national origin. Inclusion of the seven clauses in Section 202 of E.O. 11246 as amended by E.O. 11375 and 12086 are required in all project related contracts and subcontracts for municipalities over 3,300 population.
- 3) Executive Orders 11625, 12138, and 12432; 40 CFR part 33; Section 129 of P.L. 100-590 Small Businesses Reauthorization & Amendment Act of 1988; Public Law 102-389 (42 USC. 437d); a 1993 appropriations act ("EPA's 8% statute"); and Public Law 101-549, Title X of the Clean Air Acts Amendments of 1990 (42 USC. 7601 note) ("EPA's 10% statute") encourage recipients to award construction, supply, and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and require recipients to utilize affirmative steps in procurement.
- 4) 40 CFR Part 33 - Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements sets forth a narrowly tailored EPA program to serve the compelling government interest of remedying past and current racial discrimination through agency-wide DBE procurement objectives.
- 5) Executive Order 12549, 3 CFR, 189; and 40 CFR Part 32, Subparts B and C, prohibit entering into contracts or subcontracts with individuals or businesses who are debarred or suspended. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over \$25,000 via this Internet address: <http://epls.arnet.gov/>.
- 6) Executive Order 13202, as amended by Executive Order 13208, does not allow bid specifications, project agreements, or other controlling agreements to require or prohibit bidders, contractors, or subcontractors to enter into or to adhere to project labor agreements.
- 7) Section 513 of the Federal Water Pollution Control Act (33 USC 1372) or Section 1450(e) of the Safe Drinking Water Act (42 USC 300j-9(e)), as applicable, requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 USC. App.) and section 3145 of title 40, United State Code.

SAMPLE AD FORMAT

ATTENTION WBE/MBE/DBE SUBCONTRACTORS & SUPPLIERS

REQUEST FOR PROPOSALS (PROJECT NAME)

 (Name of Company) is seeking proposals for the following disciplines:

- | | |
|-------------|--------------------------|
| subcontract | - Description (optional) |
| subcontract | - Description (optional) |
| subcontract | - Description (optional) |

Disadvantaged Business Enterprises (DBEs) are encouraged to submit proposals. An 8% DBE participation goal has been established for this project.

Proposals must be received by (Date & Time) .

For information regarding specific jobs and any assistance you may need, please contact our office.

Company Name
Address
City, State zip
Phone Number
Email address
 EEO Employer

Notice: Under ss. NR 162.09(3) and NR 166.12(4)(b), Wis. Adm. Code, a municipality is required to provide complete information, as requested on this form, to verify that it has complied with requirements regarding solicitation of minority- and women-business enterprises (MBE/WBEs) and other Disadvantaged Business Enterprises (DBEs). The Department will not complete a financial assistance agreement unless the municipality submits documentation regarding DBE solicitation or utilization. Failure to provide information requested, or make a good faith effort, may result in sanctions described in s. NR 162.09(3)(b) or s. NR 166.12(4), Wis. Adm. Code.

Personally identifiable information provided on this form will be used to review participation in a project and may also be made available to requesters as required by Wisconsin Open Records law [ss. 19.31 - 19.39, Wis. Stats.].

Check applicable program: Safe Drinking Water Loan Program Clean Water Fund Program

I. Project Information

1. Name of Municipality		2. EIF Project Number	
3. Name of Authorized Representative (Print or Type)		4. Title of Authorized Representative (Print or Type)	

II. Good Faith Effort

- Are any DBEs performing any type of work on this project? If yes, attach EPA Form 6100-4 for each DBE utilized. Yes No
- Did your municipality either:
 - Contact DBEs included on the Unified Certification Program List (e.g., WisDOT UCP) when soliciting bids? Yes No
 - Publish an advertisement in the official newspaper of record that included language encouraging DBEs to submit bids?
- Did each primary contractor either:
 - Contact DBEs included on the Unified Certification Program List (e.g., WisDOT UCP) when soliciting bids? Yes No
 - Publish an advertisement in an industry trade publication and/or the official newspaper of record that included language encouraging DBEs to submit proposals?
- Did your municipality, your primary engineer, and/or primary contractor divide the total scope of work into smaller tasks and packages to permit maximum utilization of DBEs? Yes No
- Did your municipality, your primary engineer, and/or primary contractor establish delivery schedules that enabled DBEs to compete for contracts or subcontracts? Yes No
- Did your municipality, your primary engineer, and/or primary contractor use the disadvantaged business service (obtain lists of certified disadvantaged businesses or request other assistance) of agencies such as the Wisconsin Department of Transportation or the Small Business Administration? Yes No
- Were solicited DBEs provided a reasonable amount of time to respond to requests for bids? Yes No
- If you answered "No" to any of the questions in numbers II.1-III.7 above, provide justification or an explanation of why you could not answer "Yes" to that question. Attach an additional sheet of paper if extra space is required.

Municipal Certification

I certify that, to the best of my knowledge, the information provided on this form is true, accurate and complete.

Signature of Authorized Representative	Date Signed
--	-------------

DO NOT WRITE BELOW THIS LINE - DNR USE ONLY

- Is form filled out completely? Yes No
- Did authorized representative sign the form? Yes No
- Are submitted justifications and explanations acceptable? Yes No NA

Project Manager Signature	Date Review Completed
---------------------------	-----------------------

SECTION D: SPECIAL PROVISIONS

DAVIES STREET AND DEMPSEY ROAD RECONSTRUCTION ASSESSMENT DISTRICT - 2023 CONTRACT NO. 8566

It is the intent of these Special Provisions to set forth the final contractual intent as to the matter involved and shall prevail over the Standard Specifications and plans whenever in conflict therewith. In order that comparisons between the Special Provisions can be readily made, the numbering system for the Special Provisions is equivalent to that of the Specifications.

Whenever in these Specifications the term "Standard Specifications" appears, it shall be taken to refer to the City of Madison Standard Specifications for Public Works Construction and Supplements thereto.

SECTION 102.11 BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$74,000 for a single trade contract; or equal to or greater than \$360,500 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 102.13 FEDERAL PREVAILING WAGE

For this project, payment of prevailing wages is required. The wages and benefits paid on the contract shall not be less than those specified in the Federal Wage Decision included with these contract documents for the following types of work:

- Building
- Heavy
- Highway
- Residential

When multiple boxes are checked, worker's wages may vary according to the type and area of work performed. It is the responsibility of the Contractor to determine and apply the appropriate wage rate for the specific work assigned.

The City of Madison will be utilizing Federal Funds for this project. Because of this additional terms and conditions will apply. In addition to the requirements in Article 102 of the Standard Specifications, during the performance of this agreement, the Contractor will be required to conform to the wage requirements prescribed by the federal Davis-Bacon and Related Acts which requires that all laborers and mechanics employed by contractors and sub-contractors performing on contracts funded in whole or in part with federal funds in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, as determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area.

See the attached Additional Federal Requirements Attachment and Federal Wage Decision. Note that the Wage Decision is subject to change and does not lock in until the bid's due date.

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to replacement and upgrade of sanitary sewer and laterals, water main and services, storm sewer pipes and structures, as well as the installation and replacement of concrete sidewalk, concrete curb & gutter, concrete driveway aprons, asphalt driveways, asphalt shared-use path, asphalt pavement, roadway base, path and street lighting, and pavement markings.

The project limits for the work include Davies Street from Buckeye Road to Maher Avenue; and Dempsey Road from Maher Avenue to Cottage Grove Road.

The Contractor shall view the site prior to bidding to become familiar with the existing conditions. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

It is expected that certain items of work will require multiple mobilizations to meet the requirements of the excavation, the restoration, and erosion control requirements.

Coordination with Archaeologist

The Contractor shall coordinate with the City's archaeological consultant to have archaeological monitoring in place prior to any ground disturbance activities within the boundaries of any archaeological sites. The approximate locations of an archaeological site is on Davies Street as follows; from approximately 120-ft west of the Major Ave intersection thru the Drexel Ave intersection. If soils located underneath the paved surfaces are found to be undisturbed, archaeological monitoring should be continued during planned construction activities within these areas. There is a chance of finding human remains or archaeological materials during this project. If any human remains or archaeological materials are found or unusual soils encountered during the project, all ground disturbing construction activities must cease. The Contractor shall consult with John Hodgson of Phase One Archaeology prior to continuing work. The Contractor shall contact the City's archeological consultant, John Hodgson (608-334-1828 or phaseonearchaeology@gmail.com) **a minimum of 2 weeks prior to any excavation activities in this area** to coordinate schedule and any monitoring activities. Failure to provide adequate notice may result in delays as work may not proceed in designated areas until the Archaeologist is consulted. Delays resulting from inadequate notification will be considered as caused by the Contractor and no time extensions will be provided and any liquidated damages will be enforced, per the Standard Specifications and these special provisions.

Existing Items to Remain

The Contractor shall use care around existing trees, plantings, fences, walls, steps and driveways that are indicated on the plans to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2. The Contractor shall maintain access for property owners.

A number of properties have extensive landscaping adjacent to the roadway. It is expected that the Contractor will limit disturbance, including material storage, to the slope intercept limits noted on the plans. Disturbance beyond those limits may only proceed if directed/approved by the Engineer.

Coordination with Utilities

The Contractor shall coordinate with all necessary utilities to have utility structures (manholes, handholes, valves, etc) adjusted as necessary. The Contractor shall provide a minimum of 7 days notice to utilities prior to needing the structure adjustment. The Contractor shall also provide space for utility companies to work in order to resolve conflicts in the field.

Coordination with MG&E Gas

MG&E Gas is planning to replace their existing gas main within at least a portion of the project limits. It is anticipated that MG&E Gas will begin their gas replacement in Summer 2023 ahead of Phase One (Davies St) of this contract beginning. The Contractor shall give time and space for MG&E Gas to perform their gas replacement work. The Contractor shall coordinate MG&E Gas work with Katie Bloomer of MG&E at (608) 252-7287 or kbloomer@mge.com.

Coordination with MG&E Electrical

MG&E Electrical is planning extensive undergrounding and pole relocation work throughout the project limits. Contractor shall give time and space for MG&E to perform their work. It is anticipated that MG&E will begin their pole replacements on Davies St in Summer 2023 ahead of Phase One (Davies St) of this contract beginning. It is anticipated that while Phase One (Davies St) is occurring, MG&E will be performing their undergrounding and utility pole relocation work along the Phase Two (Dempsey Rd) portion of this contract, while maintaining two-way, thru-traffic. The Contractor shall coordinate MG&E Electrical work with Tony Sanfratello of MG&E at (608) 931-1284 or asanfratello@mge.com.

Coordination with AT&T

AT&T will be relocating an existing utility cabinet along Dempsey Rd at approximately STA 36+10 in order to make room for future sidewalk on the easterly-side of Dempsey Rd. AT&T will also be relocating overhead facilities in coordination with MG&E's utility pole relocation work. The Contractor shall give time and space for AT&T to perform their work. The Contractor shall coordinate AT&T work with Matthew Vachalik at (262) 707-6216 or mv5616@att.com.

Coordination with Charter

Charter will be relocating their overhead facilities in coordination with MG&E's utility pole relocation work. The Contractor shall give time and space for Charter to perform their work. The Contractor shall coordinate Charter's work with Andy Wietecha at (608) 288-6825 or andy.wietecha@charter.com.

Coordination with US Signal

US Signal will be relocating their overhead facilities in coordination with MG&E's utility pole relocation work. The Contractor shall give time and space for US Signal to perform their work. The Contractor shall coordinate US Signal's work with Erica Bennett at (616) 988-5308 or ebennett@tkns.net.

Coordination with Lake Edge Park

The Contractor shall take special care working in and around Lake Edge Park. Grading within Parks land is needed to install storm sewer and the path. All disturbed parks land shall be properly restored with the completion of the project. The Contractor shall install construction fencing around the construction-bordering perimeter of Lake Edge Park as directed by the Construction Engineer and paid for under the appropriate bid item.

Coordination with Property Owners

There are a number of areas where grading on private property is needed to construct the path, sidewalk and/or driveways. The City shall coordinate right-of-entries with individual property owners prior to construction. The Contractor shall take special care when working within these areas as to not disturb trees, landscaping and other miscellaneous items on private property.

SECTION 106.1: SOURCE AND SUPPLY AND QUALITY

AMERICAN IRON AND STEEL REQUIREMENTS:

The Contractor acknowledges to and for the benefit of the City of Madison "Purchaser" and the State of Wisconsin (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance

of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser).

While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this section (nor any other provision of this Agreement necessary to give this section force or effect) shall be amended or waived without the prior written consent of the State.

The following information is provided as a sample letter of step certification for AIS compliance. Documentation must be provided on company letterhead.

Date
Company Name
Company Address
City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxx
2. Xxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

SECTION 107.6 DUST PROOFING

The Contractor shall take all necessary steps to control dust arising from operations connected with this contract. When ordered by the Engineer, the Contractor shall dust proof the construction area by using power sweepers and water. Dust proofing shall be incidental with operations connected with this contract.

SECTION 107.7 MAINTENANCE OF TRAFFIC

All signing and barricading shall conform to Part VI of the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development Manual (including Chapter 16 – Standard Detail Drawings) and the City of Madison Standards for sidewalk and bikeway closures.

The work shall be divided into two phases occurring over two years. The Davies St (Phase One) portion of the project shall be constructed in 2023, and the Dempsey Rd (Phase Two) portion of the project shall be constructed in 2024.

During Phase One, Davies St may be closed to thru-traffic between Buckeye Rd and just south of Maher Ave. During the entirety of Phase One, Dempsey Rd (from Maher Ave to Cottage Grove Rd) must remain open to two-way traffic. During Phase One, the Lake Loop Bicycle Route shall be detoured from Dempsey Rd to Maher Ave to where it picks back up on E Lakeview Ave. In addition during Phase One, Metro buses will detour off of Davies St by using Dempsey Rd and Maher Ave to get between Cottage Grove Rd and Buckeye Rd. Any work occurring on Dempsey Rd during the Phase One portion of the project shall be done in a way as to not disrupt two-way thru-traffic, the Lake Loop Bicycle Route, and Metro buses.

During Phase Two, Dempsey Rd may be closed to thru-traffic between just south of Maher Ave and Cottage Grove Rd. During Phase Two, the Lake Loop Bicycle Route shall be detoured onto Atwood Ave to Monona Dr to Buckeye Rd to where it picks back up on E Lakeview Ave. This will avoid the project area completely. Also during the Phase Two portion of the project, Metro buses will detour off of Dempsey Rd by using Stoughton Rd (US Hwy 51) to get between Cottage Grove Rd and Buckeye Rd.

Two Portable Changeable Message Boards (one in each direction of travel) shall be placed on Davies St and on Dempsey Rd 7 days in advance of each closure.

ROAD
WORK
BEGINS

MONDAY
(date)

BKEYE (indicate limit)
TO
MAHER (indicate limit)

Two way traffic shall be maintained on Buckeye Rd and Cottage Grove Rd at all times. A traffic control plan has been provided for the work occurring in Cottage Grove Rd.

Traffic Control shall be measured as a lump sum. Payment for the Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non permanent traffic signs, drums, barricades, and similar control devices, including arrow boards, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Temporary pavement markings, tubular posts and bases and electronic message boards shall be paid for as separate bid items. Traffic control to install temporary or permanent pavement markings shall be included in the Traffic Control Lump Sum Bid Item.

Contractor shall supply all necessary mounting hardware and supports for signing. This shall also include covering and uncovering any conflicting overhead signs during the project. Contractor shall display all signing so as to be easily viewed by all users. Contractor shall mount traffic control on posts or existing poles or drive posts whenever possible. Existing poles may be used with approval of Construction Engineer. Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project.

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. This should be considered incidental to providing traffic control for the project. Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures.

All temporary inlet or structure plating for traffic control phasing shall be considered incidental to the traffic control bid item.

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday. Notify Madison Metro one week prior to traffic switches, street closures, and reopening the road to through traffic for bus routing. Madison Metro contact is Tim Sobota (608) 261-4289.

Maintain sidewalk on Cottage Grove Rd and Buckeye Rd at all times on one side of the street at all times and both sides whenever possible. When sidewalk must be closed for construction purposes, contractor shall ensure that sidewalk on opposite side of the street is open. Sidewalk closures shall be signed at the crosswalks prior to the closure. Sidewalk access to all businesses shall remain open from at least one end of a block at all times. Sidewalks shall be fully open during non-working hours except where necessary to enable sidewalk to cure. Maintaining Sidewalk is considered incidental to the contract.

Construction equipment and materials are not to be stored within the street right-of-way that is open to traffic during non-working hours.

Contractor is responsible for obtaining and installing temporary no parking signs to facilitate traffic control plan or as necessary to complete the work within the contract. The contractor shall contact John Villareal with the City of Madison Parking Utility (608-267-8756) at least 3 working days prior to needing the signs. Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below. This shall be considered incidental to the traffic control lump sum bid item.

http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment. The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Jeremy Nash, City of Madison Traffic Engineering, at 608-266-6585 or jnash@cityofmadison.com for questions on this spec.

SECTION 108.2 PERMITS

The following permits are required (and have been or will be applied for by the City) for this project:

- City of Madison Erosion Control and Stormwater Management Permit
- Wisconsin Department of Natural Resources Notice of Intent (Stormwater Permit)
- Sewer Extension Permit (for gravity sanitary sewer)

These permits cover trench dewatering to a maximum of 70 gallons/minute from the project, provided appropriate control measures are in place. The City's obtaining these permits is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction. This includes type II dewatering, which may be needed to construct the proposed sewer utilities on this project.

SECTION 109.2 PROSECUTION OF WORK

All work under this contract shall be completed by **August 2, 2024**. The work under this contract shall be completed in **Two Phases**.

Phase One shall consist of all work on Davies St from the southerly-limit of the project at Buckeye Rd, thru just south of the Maher Ave intersection at approximately STA 23+50.

Phase Two shall consist of all work on Dempsey Rd from just south of the Maher Ave intersection at approximately STA 23+50, thru to the northerly-limit of the project at Cottage Grove Rd.

The Contractor may begin work on **Phase One** as early as **July 17, 2023**. All work on **Phase One** shall be completed by the interim completion date of **October 27, 2023**.

All work under **Phase Two** of this contract is intended to occur 2024. While construction in **Phase One** is occurring, the **Phase Two** limits (Dempsey Rd from Maher Ave to Cottage Grove Rd) shall remain open to two-way thru-traffic, including Metro Bus Routes and bicycle-pedestrian traffic.

Due to existing burial sites within the project area, the use of Hydrovac is not permitted under any circumstances throughout the entire project limits. Any utility locates as part of this project will need to be dug.

Work shall begin only after the contract is fully signed and executed and the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer, and the agreed upon date must be determined prior to the preconstruction meeting. Depending on the status of contract routing, it may not be feasible to start prior to the date above. The Contractor shall notify the Engineer of their anticipated start date a minimum of 4 weeks prior to that date.

SECTION 109.9 LIQUIDATED DAMAGES

The fixed, agreed, and liquidated damages due the City of Madison from the Contractor for failure to complete all work within **Phase One** as herein described by the **October 27, 2023** interim completion date shall be **\$1,000 per calendar day**.

The fixed, agreed, and liquidated damages for failure to complete all work by the overall completion date shall be calculated in accordance with the standard specifications.

BID ITEM 10770 – MAINTAIN RESIDENTIAL DRIVEWAY ACCESS

The item includes the work necessary to maintain access to residential driveways, as indicated on the plans and as directed by the Construction Engineer, in accordance with the City of Madison Standard Specifications for Public Works Construction latest edition and as modified herein. Residential driveways shall be maintained at the following addresses: 4000 Dempsey Rd, 4004 Dempsey Rd, and 4300 Hegg Ave.

BID ITEM 20101 – EXCAVATION CUT

Work under this section shall be accomplished in accordance with the City of Madison Standard Specifications for Public Works Construction latest edition and as modified herein.

Contractor shall note the presence of miscellaneous structures and landscaping material in the terraces and right-of-way, including large stones and boulders, raised planting beds, pavers, planters, plantings, etc. The removal and disposal of all of these items shall be considered incidental to excavation cut and no separate payment shall be made to the Contractor. The Contractor shall view the site prior to bidding to become familiar with the existing conditions.

As there are several areas of Archaeological significance along this project, excavation by hydrovac will not be allowed, as required by the City's permit for this project.

BID ITEM 20204 – SELECT FILL

This item includes material necessary for certain sections of the shared-use path where the subgrade is above or partially above existing ground. Select fill shall be used as directed by the Construction Engineer.

BID ITEM 20326 – REMOVE FENCE

This item includes work necessary to carefully remove any fence material as well as the disposal and/or salvaging of the fence material as specified in the plan. The Contractor shall coordinate with the adjacent property owner to place salvaged fence materials, if wanted by the property owner, at an agreeable location adjacent to, but outside of the work area. This item includes all fence types such as, but not limited to, chain link, wooden post & rail, picket, etc.

BID ITEM 20336 – PIPE PLUG

With regard to the City of Madison Standard Specifications for Public Works Construction 2023 Edition Article 203.2(c), any pipe found in a trench that is less than 10" in diameter while installing a sewer facility shall be considered incidental to the pipe being installed.

Any pipe plugs required to abandon or remove sewer access structure (pipes directly connected to the structure) shall be considered incidental to abandoning or removing the structure regardless of the size of the pipe being abandoned.

BID ITEM 20404 – CLEARING

BID ITEM 20409 – GRUBBING

DESCRIPTION

These bid items are to be used for Clearing and Grubbing trees and brush that are part of a tree or brush line as shown on the plans. Existing stumps from trees/brush and logs previously cut down inside the right-of-way shall be removed under this item. All work for clearing and grubbing the tree and brush lines shall be completed per Article 204 of the Standard Specifications except the Contractor shall be paid for the removal of trees/brush under 3 inches. All trees/brush shall be removed inside the slope intercept as shown on the plans.

METHOD OF MEASUREMENT

These bid items for Clearing and Grubbing are to be measured and paid by the Lump Sum for completed work.

BASIS OF PAYMENT

These items, measured as provided above, will be paid at the contract lump sum, which price shall be payment in full for all labor, equipment, tools, hauling and incidentals necessary to complete the work.

SECTION 210.1(d) STREET SWEEPING

When required, either by the erosion control plan or the Construction Engineer, the Contractor shall perform mechanical street-sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Construction Engineer and shall remove all loose material to the satisfaction of the Construction Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor mechanical street sweeping may be required

multiple times throughout the day with an absolute minimum that all streets are clean at the end of the work day. Areas not accessible by mechanical street sweepers may require hand scraping with shovels.

ARTICLE 301 **CONCRETE AND CONCRETE MATERIALS GENERAL**

SECTION 301.1 **GENERAL**

All concrete used on this contract shall conform to the standard specifications, with the additional modifications to the material being allowed as noted in the following.

CARBON DIOXIDE (CO₂) MINERALIZATION

The use of concrete that has undergone a carbonization treatment with Carbon Dioxide (CO₂) during mixing, such that CO₂ is chemically mineralized into the concrete, is permitted for use in 5-inch concrete sidewalk.

CO₂ mineralization: Supply CO₂ mineralized concrete, such that post-industrial carbon dioxide (CO₂) is injected into the concrete like an admixture and chemically converted into a mineral. The concrete may undergo mix optimization whereby the strength enhancement property of the mineralized CO₂ is utilized to adjust cementitious content, pending that the optimized concrete mix meets concrete performance requirements as outlined in Article 301 of the City of Madison Standard Specifications for Public Works Construction. Current known acceptable technologies are: CarbonCure Ready Mix Concrete Technology, but the Contractor may suggest alternatives, which will be reviewed by the Engineer for consideration as an acceptable alternative. Any alternatives must achieve the same result of containing/capturing additional Carbon Dioxide within the concrete material.

The injection and subsequent mineralization of CO₂ meets the requirements of ASTM C494 Type S admixture.

The Contractor shall submit an additional mix design to the City Engineer for concrete that has undergone CO₂ mineralization.

Minimum cementitious content and maximum water/cementing materials ratio requirements as outlined in Article 301 of the City of Madison Standard Specifications for Public Works Construction will be reviewed and may be adjusted by the Engineer pending review of the submitted mix design. Adjustment of cementitious content and water/cementing materials ratio requirement will be at the sole discretion of the Engineer.

Any concrete items that undergo a carbonization treatment shall be identified by the Contractor and recorded by the Construction Engineer for future reference and long-term inspection. Use of this material may also be eligible for incentive payment under the appropriate item.

ARTICLE 500 **SEWER AND SEWER STRUCTURES GENERAL**

The sanitary sewer and storm sewer designers for this project are Eric Cefalu (ecefalu@cityofmadison.com or (608) 243-5894) and Daniel Olivares (daolivares@cityofmadison.com or (608) 261-9285).

SANITARY SEWER GENERAL

This project shall include installing approximately 1072 feet of new 8" PVC, 991 feet of new 10" PVC, 829 feet of new 12" PVC sanitary sewer main, and 677 feet of new sanitary lateral pipe.

ASTM D3034 SDR-35 and SDR-26 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (Bid Items 50301, 50302, and 50303) and Sanitary Lateral (Bid Item 50353). No additional compensation will be granted for ASTM D3034 SDR-26 pipe material.

All new sanitary sewer access structures shall include Neenah R-1550 castings with the new City of Madison casting detail (see S.D.D. 5.7.16) of the City of Madison Standard Specifications for Public

Works Construction. All new sewer main connections may be factory cored and shall be included in the structure.

All existing main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

All sanitary sewer laterals on this project were located by television inspection of the main and from City records.

It is advised that the Contractor visit the site prior to bidding to determine the type of trench protection that will be necessary for the sanitary sewer main installation.

STORM SEWER GENERAL

Storm sewer pipe work shall include installing approximately 3300 feet of new storm sewer of various sizes ranging from 12" to 36" sewer pipe, as well as, 14"x 23" and 29"x45" elliptical pipe.

Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered to be part of the work required to construct the new structure or to construct the new sewer pipe and shall not be rewarded with additional compensation. However, if the structure being removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar.

Where a new structure is to be constructed at an existing pipe, it is expected that the Contractor shall saw cut the existing pipe in the required location to accommodate the placement of the new structure. If the Contractor for his or her convenience deems it more suitable to remove the existing pipe to a full joint, the additional pipe and concrete collar required to reconnect to the new structure shall be the Contractor's responsibility and shall not be compensated.

Precast structures are only allowed where field poured structures are not specifically called for, and no precast structures are allowed until ULO's are completed and approval of the design engineer has been received.

ULO's shall be completed where called for on plans and paid under Bid Item 50801. There are additional undistributed ULO's to be used at the discretion of the City Inspector and Engineer.

BID ITEM 50353 - SANITARY SEWER LATERAL (SDR 35/26)

Sanitary sewer laterals shown on the construction plans were located by City television inspection and records only.

Where the existing sanitary sewer laterals are being extended to connect to the new sanitary sewer main (being installed in a different location as the existing main), pipe plugs shall be required to plug the existing sanitary sewer main on both sides of the old lateral location. The pipe plugs shall be considered incidental to the bid price for SANITARY SEWER LATERAL. All work associated with this bid item shall comply with Article 503 of the Standard Specifications.

Per the City of Madison Standard Specifications for sanitary sewer lateral construction on street reconstruction projects, Contractors are encouraged to begin installation of sanitary lateral pipe at the proposed sewer main. If Contractor starts excavation for the lateral at the property line, it shall be at the Contractor's risk. No Utility Line Openings (ULO's) will be granted for the inability to locate the sanitary lateral at the property line. Contractors are encouraged to have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal.

Proposed sanitary lateral locations near trees are subject to change based upon data obtained in the field and property owner involvement. Excavation near trees shall comply with Article 107.13 of the Standard Specifications.

As part of this project, laterals for six (6) Dempsey Rd properties will require laterals to be stubbed out to the property line for future connection. Lateral locations at the property line shall be marked with a Sewer Electronic Marker (BID ITEM 50390) and a 4"x4" timber 8' long extended from the end of lateral to 1' above finished grade (considered incidental to sanitary sewer lateral). The sanitary lateral pipe shall be payable under Sanitary Sewer Lateral (BID ITEM 50353) and the sanitary lateral wye connections and the first five (5) feet of lateral pipe shall be payable under Reconnect Sanitary Sewer Lateral (BID ITEM 50356). Affected properties and new lateral locations are noted on the utility plan and profile sheets.

BID ITEM 50356 – RECONNECT SANITARY LATERAL

The first 5 feet of pipe shall be included with this bid item regardless of pipe type or fittings used. Beyond 5' shall be paid for separately (Bid Item 50356 SANITARY SEWER LATERAL).

The first 5 feet of sewer lateral pipe/ fittings measured from the sewer main shall be considered the reconnect for all sewer lateral reconstructions. Lateral connections connecting to sewer access structures shall be paid for separately as a sanitary tap. 5' of lateral pipe is not considered incidental to the sanitary tap connection.

BID ITEM 50390 – SEWER ELECTRONIC MARKERS

With regard to the City of Madison Standard Specifications for Public Works Construction Latest Edition Section 503.3(c), pipe bends, collars, or couplings require placement of an electronic marker ball with the City providing the Contractor with the required number of electronic markers.

BID ITEM 50797 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to provide and install External Sewer Access Structure Joint Seal in accordance with Article 507.3 of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

METHOD OF MEASUREMENT

EXTERNAL JOINT SEAL shall be measured by each structure installation acceptably completed.

BASIS OF PAYMENT

EXTERNAL JOINT SEAL shall be paid for at the contract price, which shall be full compensation for all work as outlined in the description.

BID ITEM 50801 – UTILITY LINE OPENING (ULO)

The work under this item shall be completed in accordance with Article 508 of the Standard Specifications for Public Works Construction. The Contractor shall not be compensated more than once for multiple utilities located within a maximum distance of five (5) feet long.

This contract includes 6 additional undistributed ULOs to be performed at the direction of the Construction Engineer.

SECTION 701

PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is:

- Ryan Newman
608.266.9640
rnewman@madisonwater.org

This project consists of water main improvements on Davies St and Dempsey Rd, from Buckeye Rd to Cottage Grove Rd as well as improvements to the intersections of Drexel Ave, Maher Ave, Pinchot Ave, Gary St, and Davidson St.

The existing water main infrastructure in this area consists of 6-inch, 8-inch, and 16-inch spun cast iron pipe from the 1950's. A general outline of the work is as follows:

- Furnish and install new 6-inch, 8-inch, and 16-inch ductile iron water main and fittings as shown on the plans.
- Replace existing services as shown on the plans.
- Abandon the existing water main with a series of "cut-in" and "cut-off" points as shown on the plans.
- Abandon valve boxes and valve structures on abandoned water main, and curb boxes on any abandoned services.
- Adjust new valve boxes, hydrants, and curb boxes to appropriate grades.

View the site prior to bidding and become familiar with existing conditions and utilities.

SECTION 703

CONSTRUCTION METHODS

Perform all work in accordance with these provisions and the City of Madison *Standard Specifications For Public Works Construction, 2023 Edition*. Keep all valves accessible and functioning throughout the duration of the work or as directed otherwise by the Water Utility representative.

Furnish all materials, labor and equipment necessary to complete this project except the tapping sleeves, tapping valves and tapping valve boxes. Water Utility will furnish the tapping sleeves, tapping valves, tapping valve boxes, and the crew to perform the taps.

SECTION 703.8

WATER MAIN SHUTOFFS

Contact affected business owners and/or managers before planning water service outages and schedule outages to accommodate their business needs within allowable working hours including scheduling service outages on weekends. Sequence water main operations to minimize outages to affected business owners, and residents. Specific requirements for advanced outage notifications and restrictions for their timing are noted in the sections below.

- **Mike's Horseshoe Bar & Grill, 3900 Dempsey Rd.**
 - **Service outages may only occur on Mondays; 7 AM is the preferred time for an outage.**
 - Provide notification **a minimum of two business days** in advance of service outage.
 - Limit service outage to one occurrence.

- Staff or Voicemail (608) 221-4831 (site)
- AND owner at (608) 843-4540 (cell)

BID ITEM 70053 – REPLACE 1-INCH COPPER SERVICE LATERAL

Services designated on the plans for replacement (WN11) shall be replaced in their entirety through the right of way and coupled to the existing service pipe at their respective property lines. Remove the existing curb box/stop and place the new curb box/stop in the terrace between the back of the new curb and the front of the new sidewalk. Note that the distances between the front of sidewalk and back of curb may vary. Where possible, excavate closely in parallel with the existing service that is being replaced.

Many of the existing water service laterals within the project limits are of an unknown size and record. These services are assumed, but not guaranteed by the Water Utility to be ¾-inch copper. Replace existing laterals sized 1-inch or less with 1-inch copper. For laterals that are identified on the plans or in the field as greater than 1-inch, replace it with the equal size.

Hydrant Length/Hydrant Extensions

Note that in some locations proposed terrace grades have a significant upward slope from the street. Check street cross-sections to assess the need for longer hydrant barrels and or hydrant extensions.

Be aware of traffic control requirements while performing any work that closes or partially closes any intersection. Refer to traffic control specifications and these special provisions for details.

BID ITEM 90001 – INCENTIVE FOR USE OF CONCRETE WITH CARBONIZED TREATMENT

DESCRIPTION

This item shall include an incentive payment to the Contractor for installation of concrete sidewalk that uses material that includes the carbonized treatment as indicated under the special provision for Article 301.

The incentive payment shall be paid in a maximum lump sum of \$15,000 if all 5" concrete sidewalk on the project includes the carbonized treatment and is acceptably completed, using concrete mix designs that are approved by the Engineer prior to installation. If at least 50% of the 5" concrete sidewalk on the project utilizes this this technology, but less than 100%, then the incentive payment shall be \$7,500.

METHOD OF MEASUREMENT

Incentive for Use of Concrete with Carbonized Treatment will be measured as a lump sum, and will be paid at the contract unit price for work completed as set for in the description either in a quantity of 1.0 for all sidewalk work using the treatment, 0.5 for at least 50% of the sidewalk using the treatment, or 0.0 if none of the sidewalk uses the treatment. If between 50% and 100% of the sidewalk work utilizes the treatment, this item will be paid at 0.5.

BASIS OF PAYMENT

Incentive for Use of Concrete with Carbonized Treatment will be paid at the contract unit price for work acceptably completed using the specified technology.

BID ITEM 90002 – GEOSYNTHETIC REINFORCEMENT FABRIC (UNDISTRIBUTED)

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals necessary to provide and install Mirafi RS580i, TerraTex HPG HM58, or an approved equal.

CONSTRUCTION METHODS

The Geosynthetic Reinforcement Fabric shall be installed in accordance with the manufacturer's recommendations, including the amount of overlap between rolls. In locations identified for undercut, a maximum of 12" of Undercut shall be removed, under the entire road area, and replaced with Breaker Run. Undercut and Breaker Run shall be paid for under the appropriate bid items. The Breaker Run shall be placed directly over the Geosynthetic Reinforcement Fabric in 8 to 12-inch loose lifts. In locations without undercut, the Geosynthetic fabric shall be placed under the Gradation No. 1 base course layer and shall extend to approximately 1 ft. beyond the back of curb, unless tree conflicts have minimized the excavation limits. Rubber-tired vehicles may be driven at low speeds, 10 mph or less, and in straight paths over the exposed Geosynthetic Reinforcement Fabric.

METHOD OF MEASUREMENT

The Geosynthetic Reinforcement Fabric shall be measured by the square yard, in place. Any overlap of the rolls, measured either longitudinally or transversely, shall be included in the pay quantity, and will only be paid once.

BASIS OF PAYMENT

Geosynthetic Reinforcement Fabric shall be measured as described above, which shall be full compensation for all work, materials, equipment and incidentals to complete the work as described above.

BID ITEM 90003 – REMOVE, SALVAGE AND REINSTALL BRICK RETAINING WALL

DESCRIPTION

This item shall include all work, equipment, materials, and incidentals necessary to remove existing retaining walls, salvage all materials, and reinstall either in kind at an adjusted location or in the same location as the existing wall as noted on the plans or as directed by the Construction Engineer. This includes wall constructed with larger boulder type materials, block walls, lannon stone, flagstone or similar materials.

The Contractor shall carefully remove the existing walls to ensure that the wall materials are not damaged, and the wall materials shall be stored in a location where they will be secure and out of the way of construction activities or required access. Materials damaged during the removal process or from not properly securing and protecting the materials shall be replaced by the Contractor at no additional cost.

When it fits within the work progression, the Contractor shall re-install the wall either at the same location or a modified location, depending on work previously completed. The wall shall be re-installed to match the existing wall installation method, including, but not limited to, all drainage materials, base and backfill materials, fabrics, adhesives, mortar, or other installation methods. This item includes all necessary excavation work to re-install the wall.

METHOD OF MEASUREMENT

This item will be measured by the Square Foot of above ground wall, measured along the street-side face of the wall.

BASIS OF PAYMENT

This item, measured as provided above, will be paid at the contract unit price for work acceptably completed, which price shall all include all work, materials, equipment, and incidentals required to remove the existing wall, store and secure the wall materials, and to reinstall the walls at the appropriate location.

BID ITEM 90004 – SIDEWALK CURB (UNDISRIBUTED)

DESCRIPTION

This bid item includes all work, materials, labor, forming, equipment and incidentals necessary to install Sidewalk Curb as directed in the field by the Construction Engineer. All work under this bid item shall be in accordance with Article 302 of the City of Madison Standard Specifications and supplemented as follows.

The sidewalk curb is to be installed at the back of walk in locations where the sidewalk is lowered as directed by the Construction Engineer. The maximum height of the sidewalk curb above the top of the back of sidewalk shall be 6", and the curb shall then be tapered back as necessary to match the existing grade of the sidewalk once the grade allows. The Sidewalk Curb shall be 6" wide, and shall be poured monolithic with the adjacent sidewalk.

METHOD OF MEASUREMENT

Sidewalk Curb shall be measured by linear foot acceptably installed.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price per square foot, which price shall be payment in full for furnishing all material, labor, tools, equipment, formwork and incidentals necessary to complete this item of work.

BID ITEM 90005 – PRIVATE TREE PRUNING (UNDISTRIBUTED)

DESCRIPTION

There are a number of private trees with overhanging limbs in the right-of-way, some of which are close to the sidewalk and path. This bid item includes all work necessary to perform private tree pruning as directed in the field by the Construction Engineer. All work under this bid item shall be in accordance with Article 209.4(e) of the City of Madison Standard Specifications.

Private tree pruning shall also follow Section 107 of the Standard Specs with regard pruning to accommodate construction equipment invading the tree crown. This work shall be performed by a certified arborist, with advance permission from the Construction Engineer. No pruning will be performed by City Forestry. All pruning shall be done according to ANSI A300 tree pruning specifications. No pruning shall be completed on private property without the express approval by the property owner and the Construction Engineer. If pruning is not recommended or not allowed to the specific height necessary for standard equipment, the Contractor shall be required to come up with alternatives as necessary to complete the work.

METHOD OF MEASUREMENT

Private tree pruning shall be measured by the inch diameter of the pruned limbs.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price per inch diameter, which price shall be payment in full for furnishing all material, labor, tools, equipment, formwork and incidentals necessary to complete this item of work.

BID ITEM 90006 - HIGH FRICTION COLORED PAVEMENT MARKING, MMA-GREEN

DESCRIPTION

This work consists of furnishing and applying a high friction colored pavement marking in accordance with manufacturer's specifications and in conformity with the lines and details shown on the plans. The system shall consist of a Methyl Methacrylate resin system colorized with pigment to produce the specified color and mixed with anti-skid aggregate used for pavement markings (MMA).

The manufacturer's technical representative shall be on-site to direct contractor personnel prior to or during preparation and application of the MMA or the contractor shall provide documentation from manufacturer's representative endorsing contractor as qualified to install the material.

MATERIALS

General: Use a Methyl Methacrylate based resin system capable of retaining an incorporated aggregate and withstanding vehicular traffic conditions. Color pigmented resins shall comply with FHWA color guidelines

GREEN colored resins shall comply with chromaticity requirements in accordance with MUTCD Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes.

Resin: The Methyl Methacrylate based resin system shall meet the following requirements:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Tensile Strength @ 7 days, psi, minimum	1000	ASTM D 638
Hardness, Shore D, minimum	55	ASTM D 2240
Cure Rate, minutes, maximum	30	at 70°F
Water Absorption @ 24 hours, max.	0.25%	ASTM D 570

Aggregate: The aggregate shall be high friction crushed bauxite, phonolite, or silica. The aggregate will be delivered to the construction site in clearly labeled bags or sacks. The aggregate shall be clean, dry and free from foreign matter. The aggregate shall meet the following requirements:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Hardness, minimum	7	Mohs Scale

Resin + Aggregate:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Skid Resistance, minimum	60	ASTM E303

CONSTRUCTION METHODS

General: Apply MMA pavement surfacing system in accordance with manufactures specifications.

Preparation: Prepare surfaces so that they are clean, dry, and free of all dust, oil, debris and any other material that might interfere with the bond between the epoxy binder material and existing surfaces.

Protect utilities, drainage structures, curbs and any other structure within or adjacent to the treatment location against the application of the surface treatment materials. Cover and protect all existing pavement markings that are adjacent to the application surfaces as directed by the Engineer. Remove by grinding any pavement markings that conflict with the surface application and thoroughly sweep or vacuum the surface clean prior to application.

Pre-treat joints and cracks greater than 1/4 inches in width and depth with the mixed epoxy specified herein or by using an alternative procedure proposed by the manufacturer and agreed upon by the Engineer.

Application: For applications on new pavements, install MMA a minimum of 20 days after the placement of the underlying and adjacent pavement.

PERFORMANCE REQUIREMENTS

Raveling and Delamination: Remove and replace MMA that ravel, delaminates, or wears off within 90 days after placement, unless approved to remain in place by the Engineer. The limits of removal and replacement shall be approved by the Engineer. The replaced high friction colored surface treatment shall meet the requirements of this sub-article.

Warranty: The MMA based resin system material shall be installed per plans and specification. The Engineer will notify the Contractor within 48 hours of installation regarding any of the MMA based resin system material that is NOT installed to specification or to the satisfaction of the Engineer. Non conforming MMA material shall be removed at no charge to the City and replaced with conforming product.

The warranty period in reference to the following points is to be 1 year from date of installation. Warranty of the following items shall be submitted in writing by the Contractor or his installer prior to the pre-construction meeting.

- The MMA will maintain its original color in the surface area throughout the 'warranty period' with the exception of natural weathering, tire and dirt deposits and abnormal markings applied after installation.
- Friction will achieve a minimum BPN of 60 in accordance with ASTM E-303
- The MMA will maintain its skid resistance qualities in 100% of its surface area to never fall below a BPN of 60 during the 'warranty period'.
- With the exception of structural cracking or excessive movement of the surface beneath the two-part modified epoxy material will not be subject to excessive cracking in its surface.

METHOD OF MEASUREMENT

MMA will be measured in square foot, completed and accepted. No deduction will be made for the areas occupied by manholes, inlets, drainage structures, pavement markings or by any public utility appurtenances within the area.

BASIS OF PAYMENT

Payment for this work, measured as provided above, will be made under: HIGH FRICTION COLORED PAVEMENT MARKING, MMA-COLOR at the contract unit price per square foot, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as specified, including any re-application or repair required under the Performance Requirements and Warranty as provided herein.

BID ITEM 90070 – FURNISH & INSTALL LOOP DETECTORS WIRES

DESCRIPTION

This special provision describes furnishing and installing loop detector wires cut into the surface of asphalt or concrete pavement or sidewalk or installed into the base aggregate, and connecting each loop detector to the loop detector lead in at the handhole. Each conductor shall be tied at ends to create three passes with one spare pass around the detection zone.

MATERIALS

Furnish moisture resistant, UF-B 14-3 wire to be used as loop detector wire.

For installations cut into pavement, provide a flowable polyester sealant designed for traffic loop detectors. The sealant shall be self-leveling, flowable to allow the sealant to cover the loop within the slot. The sealant shall be rated for exterior use, shall be applicable to concrete and asphalt applications, and shall be grey in color when in concrete and black in color when in asphalt.

CONSTRUCTION

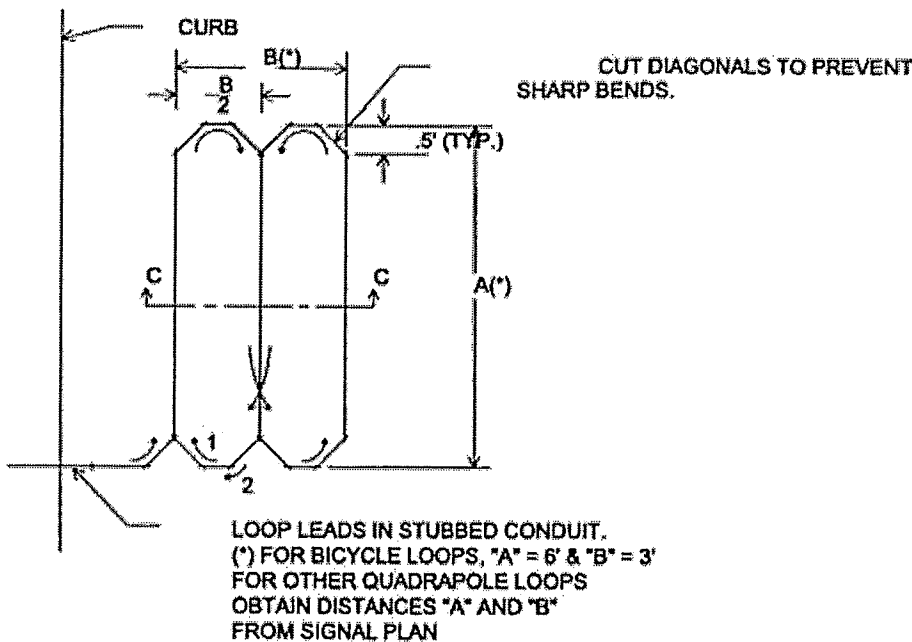
For loop detector wires installed in the base aggregate, contractor shall cut a trench into the compacted base aggregate prior to paving and wrap the loop detector wire in the trench leading back to the handhole behind the curb as shown in the plans. Secure the loop detector wire in the trench so that the paving process does not shift the cable.

For loop detector wires cut into the pavement, the contractor shall cut in a slot into the surface of the pavement or sidewalk (dimensions as shown on plans or outlined in MQ's). Chamfers no greater than 6-inches may be allowed to ease bending at corners. Slot dimensions are to be no wider than 0.25 Inches and to a depth no deeper than 2.25 inches from the surface of the pavement or sidewalk.

Detector slots shall be filled with flowable polyester sealant to be level with the pavement or sidewalk surface. Clean any excess sealant off the pavement or sidewalk.

At each handhole, each loop shall have 2-ft of 14-3 UF-B cable coiled in the handhole for slack.

Bicycle detector detail:



METHOD OF MEASUREMENT

The department will measure Furnish & Install Cut-In Loop Detectors by the Linear Foot, acceptably completed, measured as the perimeter of the loop detector and distance from loop to the handhole plus an additional 2-ft of slack coiled in the handhole.

Conduit under the curb shall be considered ancillary to this item.

6-ft x 6-ft loops shall be	24 LF	+ distance to handhole +2-ft slack
6-ft x 10-ft loops shall be	32 LF	+ distance to handhole +2-ft slack
6-ft x 14-ft loops shall be	40 LF	+ distance to handhole +2-ft slack
6-ft x 3.5-ft bicycle loop shall be	25 LF	+ distance to handhole +2-ft slack
6-ft x 3-ft bicycle loop shall be	24 LF	+ distance to handhole +2-ft slack

BASIS OF PAYMENT

The department will pay for measured quantities at the contract unit price under the following bid item:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
SPV90070	FURNISH & INSTALL LOOP DETECTOR WIRES	LF

Payment is full compensation for furnishing and installing all materials, and for furnishing all equipment and incidentals necessary to complete the work.

BID ITEM 90071 – FURNISH, INSTALL, AND MAINTAIN TEMPORARY TRAFFIC SIGNAL AND STREET LIGHTS

DESCRIPTION

This special provision describes furnishing, installing, maintaining, and removing traffic signal heads, pedestrian buttons, and street lights at the intersection of Cottage Grove Road & Dempsey Road for the duration of the project.

MATERIALS

Furnish fully assembled and functioning, 12-INCH traffic signal assemblies as shown on plans.

Furnish fully assembled and functioning, 16-INCH pedestrian signals with countdown timer as shown on plans.

Furnish pedestrian push buttons as shown on plans.

Contractor option to either furnish a 'no right turn' blank out sign of similar dimension and appearance as the blank out sign operating at the intersection, or contractor may use existing blank out sign and relocate sign to its temporary signal operating position. If contractor chooses to re-use existing blank out sign, any damages sustained during removal, temp signal operation, or delivering to City of Madison that render the sign inoperable or unable to be re-mounted shall require the contractor to fully reimburse the City of Madison with a 'no right turn' blank out sign in kind.

Furnish traffic signal cable in accordance to City of Madison standard specifications to operate each contractor furnished, and installed temporary signal item. Coordinate with Troy Vant (608 395-1975) for wiring in existing cabinet.

Furnish and install 100w LED cobra style street light and mounting as shown on the plans. Coordinate with Troy Vant for wiring temporary street light into City of Madison lighting circuits. Furnish and provide all necessary 3#4 and 1#8 street lighting conductors per City of Madison specification.

CONSTRUCTION

Prior to removing existing traffic signal equipment, contractor shall have all wood poles, support wires, temporary signals, and temporary lighting in position and ready to be landed in the cabinet. During the switch to temporary signal, traffic signal shall operate in flash. Switching from existing to temporary signals and back to permanent signals shall not take place during the hours of 7:00 AM to 9:00 AM and from 4:00 PM to 6:00 PM on weekdays.

METHOD OF MEASUREMENT

The department will measure FURNISH, INSTALL, AND MAINTAIN TEMPORARY TRAFFIC SIGNALS AND STREET LIGHTING by the LUMP SUM.

BASIS OF PAYMENT

The department will pay for measured quantities at the contract unit price under the following bid item:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
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SPV90071

FURNISH, INSTALL, AND MAINTAIN
TEMPORARY TRAFFIC SIGNALS AND
STREET LIGHTING

LUMP SUM

Payment is full compensation for furnishing and installing all materials, and for furnishing all equipment and incidentals necessary to complete the work.



Construction • Geotechnical
Consulting Engineering/Testing

November 5, 2020
C20051-14

Mr. Chris Petykowski
City of Madison Engineering Dept.
City-County Building, Room 115
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703-3345

Re: Geotechnical Services
Davies Street Area
Madison, Wisconsin

Dear Mr. Petykowski:

CGC, Inc. has completed our geotechnical services for the above-referenced project. At your request, twelve soil borings were drilled along Davies Street between Buckeye Road and Maher Avenue (B1, B2, B4 and B5); Major Avenue between East Lakeview Avenue and Davies Street (B3) Maher Avenue between Lake Edge Boulevard and Davies Street (B6, B7 and B7X) as well as along Dempsey Road between Maher Avenue and Cottage Grove Road (B8, B9, B10 and B11). Please note that an additional boring was performed at B7 after the initial attempt (B7X) resulted in auger refusal prior to achieving the requested depth. Also note that B8, B9 and B11 were performed previously for the City during investigations for Davidson Street Area (CGC Project No. C17051-31 and Cottage Grove Road/Dempsey Road (CGC Project No. C14051-35).

The borings were performed on October 19, 2020 (B1-B7 and B10), November 14, 2018 (B8 and B9) and on November 3, 2014 (B11), at locations selected by City personnel. Proposed boring locations were marked out in the field by CGC personnel prior to drilling and are shown on a boring location map (copy attached in Appendix A). Note that actual boring locations are indicated by direction and distance in feet from the nearest intersecting roadway on the individual boring logs. Elevations at the boring locations were estimated using topographic information obtained from Dane County DCi Map, which should be considered approximate. The following paragraphs discuss our observations and provide opinions relative to pavement/utility construction.

SUBSURFACE PROGRAM & OBSERVATIONS

The borings were drilled to depths selected by City personnel utilizing the services of Badger State Drilling (under subcontract to CGC) using a truck-mounted, rotary CME 55 drill rig equipped with hollow-stem augers. Note that B7X terminated short of the requested depth in very dense conditions due to auger refusal on a presumed boulder. Standard Penetration Test (SPT) drilling techniques (ASTM D1586) were used for the full exploration depth at the boring locations. This method consists of driving a 2-inch outside diameter split-barrel sampler using a 140-pound weight falling freely through a distance of 30 inches. The sampler is first seated 6 inches into the material to be



Mr. Chris Petykowski
City of Madison Engineering Dept.
November 5, 2020
Page 2

sampled and then driven 12 inches. The number of blows required to drive the sampler the final 12 inches is recorded on the log of borings and is known as the Standard Penetration Resistance (commonly referred to as the N-value).

During the field exploration program, the driller visually classified the soils and prepared a field log. Water level observations were made within the borings during and shortly after drilling, which are shown on the bottom of each boring log. Note groundwater was encountered between 12 and 14 ft below existing grades at B5, B6, B7 and B8. Groundwater levels are anticipated to fluctuate based on seasonal variations in precipitation, infiltration, nearby Lake Monona stages, as well as other factors. Upon completion of drilling, the borings were backfilled to satisfy WDNR requirements (including surface patching) and the soil samples delivered to our laboratory for classification. The soils were visually classified by CGC and reviewed by a geotechnical engineer using the Unified Soil Classification System (USCS). The final logs prepared by the engineer and a description of the USCS are presented in Appendix A.

The attached boring logs indicate that significantly variable soil conditions exist beneath the pavement/base course at the boring locations. In general, 4 to 5.5 in. of asphalt pavement was present atop 6 to 9 in. of base course. The base course was underlain by 2 to 4.5 ft of clay soils resting atop 9.5 to 12 ft of granular soils which extended to the full boring depth. As an exception approximately two feet of silty fill was sandwiched between the base course and underlying clay soils at B3. Note that the bottom 2 to 7 feet of granular soils at B1, B2 and B5 was considered to be sandstone bedrock. While the bedrock did not result in spoon/auger refusal at the boring locations, more competent zones may exist within the project limits. Also note that extending B7 to the requested depth required significant effort including a damaged drill bit. It has been CGC's experience that numerous large boulders are present within the granular soils near the intersection of Maher Avenue and Lake Edge Boulevard. Please refer to the final logs included in Appendix A for additional information specific to a boring location.

PAVEMENT/UTILITY CONSTRUCTION

General

In our opinion, the generally clayey soils encountered beneath the base course may prove *generally* satisfactory for proposed roadway support. Where areas of softer clays are encountered (such as where pocket penetrometer values are near 1 tsf or less), they may need to be undercut/removed and replaced with granular fill or additional base course. Furthermore, exposure to wet weather combined with significant construction traffic could destabilize the existing materials and increase the potential for undercuts. Granular materials should be thoroughly compacted and evaluated for stability before the placement of additional fill and/or base course. Pockets of excessively organic soil should also be removed. Standard earthwork-related techniques that should be used during roadway construction include:



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 City of Madison Engineering Dept.
 November 5, 2020
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- Proof-rolling of the exposed subgrades;
- Undercutting and/or stabilization in soft areas; and
- Compaction control of fill/backfill materials.

As stated, weathered to competent bedrock was encountered beginning as shallow as 8 ft below ground surface at B1, B2 and B5. Additionally, numerous cobbles and boulders should be expected at times within some of the sands, especially near B7. *Special rock excavation measures could be necessary to accomplish some utility installations*, depending on the quantity/size of boulders, degree of weathering within bedrock and the invert elevations. For convenience we have included Rock Excavation Considerations in Appendix C. Furthermore, dewatering could be necessary during some utility installations. Pumping from sump pits is typically acceptable for drawdowns of about two feet or less, whereas well points are generally needed for drawdowns greater than two feet. Additional details can be provided upon request.

Pavement Design

Clays will control the pavement design, as we anticipate that the pavement subgrades will generally consist of clay soils. The following *generalized* parameters should be used to develop the design pavement section:

AASHTO classification	A-6
Frost group index	F-3
Design group index	14
Soil support value	3.9
Subgrade modulus, k (pci)	125
Estimated percent shrinkage	20 - 30
Estimated CBR value	2-5

Assuming Davies Street and Dempsey Road are considered local business/arterial streets, we estimate they could receive between 51 to 275 ESALs (18,000 pound Equivalent Single Axle Loads). A typical pavement design per WisDOT Standard Specifications should meet MT (E-3) requirements. If traffic volumes along one or more of the roadways encompassed by this project (such as Maher Avenue and Major Avenue) are less than 3000 cars and 100 trucks per day per design lane, a typical pavement design per WisDOT Standard Specifications should meet LT (E-1) requirements.

Compaction Requirements

Regarding utility construction, we anticipate that imported sands will at times be required for use as backfill which is a typical requirement for City projects. On-site sands could be considered for reuse as trench backfill but they should be separated from clay soils and selectively stockpiled. Boulders should be removed from material used as backfill. Excavated bedrock could also be considered for reuse as backfill provided it is sufficiently crushed and well graded (e.g. 50% sand-sized particles



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and smaller) such that excessive voids do not exist following placement. Moisture conditioning could be necessary to achieve desired compaction levels. We recommend that at least a level of 95% compaction be achieved within backfill material placed within the final 3 feet below finished subgrades (including undercut backfill - if any), with 90% compaction required at depths greater than 3 feet. The specified levels of compaction are based on modified Proctor methods (ASTM D1557). In addition, the backfill material should be placed and compacted in accordance with our Recommended Compacted Fill Specifications presented in Appendix B.

We appreciate the opportunity to be of service on this project and look forward to working with you as it proceeds. Other information regarding this report and its limitations is included in Appendix D.

We trust this report addresses your present needs. If you have any questions, please contact us.

Sincerely,

CGC, Inc.

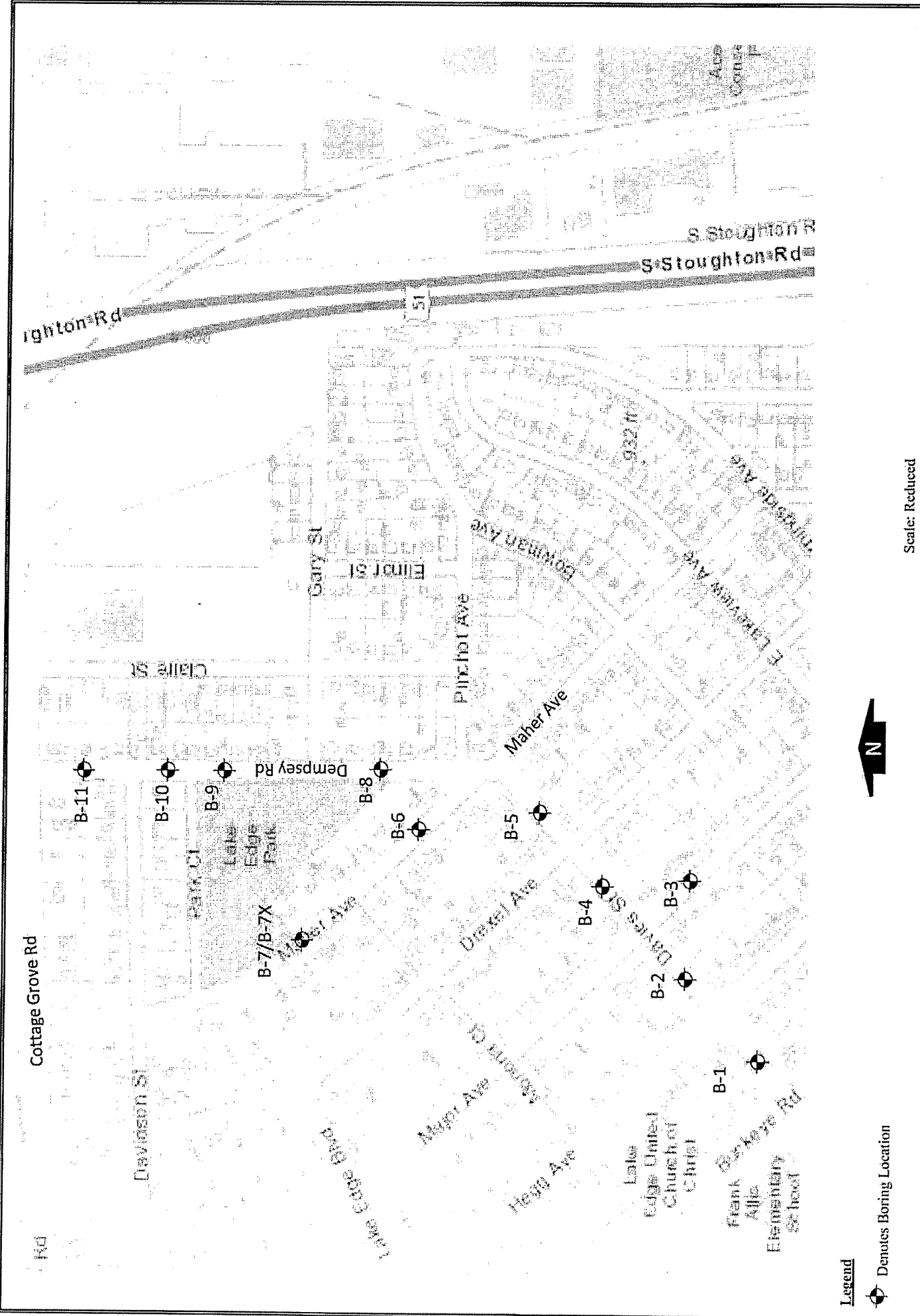
Michael N. Schultz, P.E.
Principal/Consulting Professional

Encl: Appendix A - Soil Boring Location Map
 Logs of Test Borings (12)
 Log of Test Borings-General Notes
 Unified Soil Classification System
Appendix B - Recommended Compacted Fill Specificataions
Appendix C - Rock Excavation Considerations
Appendix D - Document Qualifications

Cc: Ms. Johanna Johnson, City of Madison, Eng. Division
 Ms. Christy Bachmann, City of Madison, Eng. Division
 Mr. Adam Weiderhoeft, Madison Water Utility

APPENDIX A

**SOIL BORING LOCATION MAP
LOGS OF TEST BORINGS (12)
LOG OF TEST BORING-GENERAL NOTES
UNIFIED SOIL CLASSIFICATION SYSTEM**



Soil Boring Location Map
Davies Street Area
Madison, WI



Scale: Reduced

Date: 10/2020
Job No. C20051-14

Legend

Denotes Boring Location

Notes

1. Boring locations are approximate
2. Soil Borings performed by Badger State Drilling in 2015, 2018 and 2020
3. B8 and B9 performed in 2018; B11 performed 2014 (during previous City projects)



LOG OF TEST BORING

Project Davies Street Area
Davies: 160'NE of Buckeye, 9'NW of CL
 Location Madison, WI

Boring No. B-1
 Surface Elevation (ft) 888±
 Job No. C20051-14
 Sheet 1 of 1

2921 Ferry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	q _u (qa) (tsf)	W	LL	PL
					0	5.5 in. Asphalt Pavement/9 in. Base Course				
1	█	14	M	16	1	Very Stiff, Brown Lean CLAY (CL)				
2	█	18	M	17	2	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
3	█	18	M	17	3					
4	█	18	M	24	4					
					5					
					10					
					15	Weathered to Competent Light Tan to White Sandstone Bedrock				
5	█	18	M	53	15	End Boring at 15 ft				
					20	Borehole backfilled with bentonite chips and asphalt patch				
					25					

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> <u>NW</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>10/19/20</u> End <u>10/19/20</u> Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-55</u> Logger <u>GB</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



LOG OF TEST BORING

Project Davies Street Area
Davies: 145'NE of Buckeye, 10'NW of CL
 Location Madison, WI

Boring No. B-2
 Surface Elevation (ft) 884±
 Job No. C20051-14
 Sheet 1 of 1

2921 Ferry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	q _u (qa) (tsf)	W	LL	PL
					5.5 in. Asphalt Pavement/8 in. Base Course					
1	M	18	M	12	Stiff, Brown Lean CLAY (CL)	(1.5)				
2	M	18	M	16	Medium Dense to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
3	M	18	M	61/10'						
4	M	18	M	49	Weathered to Competent Light Tan to White Sandstone Bedrock					
5	M	18	M	58	End Boring at 15 ft					
					Borehole backfilled with bentonite chips and asphalt patch					

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> <u>NW</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>10/19/20</u> End <u>10/19/20</u> Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-55</u> Logger <u>GB</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



LOG OF TEST BORING

Project Davies Street Area
 Major: 230'SE of Davies, 10'SW of CL
 Location Madison, WI

Boring No. B-3
 Surface Elevation (ft) 878±
 Job No. C20051-14
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7897

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	EXTRA Rec (in.)	Moist	N	Depth (ft)		q_u (qa) (tsf)	W	LL	PL	LI
				0	X	5.5 in. Asphalt Pavement/8 in. Base Course				
1	18	M	9	9	Hatched	FILL: Loose Dark Brown Silt with Sand and Clay				
2	18	M	12	12	Dotted	(2.75)				
3	18	M	17	17	Dotted					
4	18	M	11	11	Dotted	Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
5	18	M	37	15	Dotted	End Boring at 15 ft				
					Borehole backfilled with bentonite chips and asphalt patch					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling NW Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 10/19/20 End 10/19/20
 Driller BSD Chief MC Rig CME-55
 Logger GB Editor ESF
 Drill Method 2.25" HSA; Autohammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



LOG OF TEST BORING

Project Davies Street Area
Davies: 140'SW of Drexel, 7'NW of CL
 Location Madison, WI

Boring No. B-4
 Surface Elevation (ft) 873±
 Job No. C20051-14
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		q _u (qa) (tsf)	W	LL	PL	LI
				0	X	5.5 in. Asphalt Pavement/7.5 in. Base Course				
1	12	M	12	12	Hatched	Very Stiff, Brown Lean CLAY (CL)				
2	18	M	16	16	Hatched	(2.25)				
3	18	M	11	11	Dotted	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
4	18	M	17	17	Dotted	Large Sandstone Cobble Noted Near 9'				
5	18	M	21	21	Dotted	End Boring at 15 ft				
				15		Borehole backfilled with bentonite chips and asphalt patch				
				20						
				25						

WATER LEVEL OBSERVATIONS

While Drilling NW Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

GENERAL NOTES

Start 10/19/20 End 10/19/20
 Driller BSD Chief MC Rig CME-55
 Logger GB Editor ESF
 Drill Method 2.25" HSA; Autohammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



LOG OF TEST BORING

Project Davies Street Area
Davies: 140'NE of Drexel, 12'NW of CL
 Location Madison, WI

Boring No. B-5
 Surface Elevation (ft) 872±
 Job No. C20051-14
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		q _u (qa) (tsf)	W	LL	PL	LI
				5.5	X	5.5 in. Asphalt Pavement/8 in. Base Course				
1	18	M	9	9	Hatched	(1.5)				
2	18	M	6	6	Hatched	(0.75)				
3	18	M	24	24	Dotted					
4	18	M	20	20	Dotted					
5	18	W	21	21	Vertical Lines					
End Boring at 15 ft										
Borehole backfilled with bentonite chips and asphalt patch										

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	▽	13.0'	Upon Completion of Drilling	_____	Start	10/19/20	End	10/19/20	
Time After Drilling	_____	_____	15 Min.	_____	Driller	BSD	Chief	MC	Rig CME-55
Depth to Water	_____	_____	_____	_____	Logger	GB	Editor	ESF	
Depth to Cave in	_____	_____	_____	12.5'	Drill Method	2.25" HSA; Autohammer			
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.									



LOG OF TEST BORING

Project Davies Street Area
 Location Maher: 350'NW of Dempsey, 8'SW of CL
Madison, WI

Boring No. B-6
 Surface Elevation (ft) 868±
 Job No. C20051-14
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	q _u (qa) (tsf)	W	LL	PL
					5	5 in. Asphalt Pavement/7 in. Base Course				
1	M	18	M	6	6	Medium Stiff, Brown Lean CLAY (CL)				
					14	Medium Dense to Dense, Brown Fine to Coarse SAND and GRAVEL, Some Silt, Scattered Cobbles and Boulders (SM/GM)				
2	M	16	M	14	14					
3	M	18	M	39	39					
4	M	18	M	31	31					
					15	End Boring at 15 ft				
5	W	18	W	15	15	Borehole backfilled with bentonite chips and asphalt patch				
					20					
					25					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling ∇ 12.0' Upon Completion of Drilling _____
 Time After Drilling _____ 15 Min.
 Depth to Water _____ 12' ∇
 Depth to Cave in _____ 12'

Start 10/19/20 End 10/19/20
 Driller BSD Chief MC Rig CME-55
 Logger GB Editor ESF
 Drill Method 2.25" HSA; Autohammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



LOG OF TEST BORING

Project Davies Street Area
 Location Maher: 205'SE of Lake Edge, 8'SW of CL
Madison, WI

Boring No. B-7
 Surface Elevation (ft) 868±
 Job No. C20051-14
 Sheet 1 of 1

2921 Parry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		q_u (gsf)	W	LL	PL	LI
				7	X	5.5 in. Asphalt Pavement/7 in. Base Course				
1	18	M		7	Hatched	Stiff, Brown Lean CLAY (CL) Sandy with Depth				
2	18	M		14	Hatched	(1.25)				
3	18	M		43	Dotted					
4	18	M		42	Dotted	Rough/Hard Drilling from 7'-13' Resulting in Broken Auger Bit				
5	18	W		26	Dotted					
End Boring at 15 ft					Borehole backfilled with bentonite chips and asphalt patch					
Initial attempt to drill BH-7 resulted in auger-refusal on presumed boulder at 8'. Initial boring renamed BH-7X. Moved 5'SE and advanced BH-7 to requested depth with much difficulty.										

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling ∇ 14.5' Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 10/19/20 End 10/19/20
 Driller BSD Chief MC Rig CME-55
 Logger GB Editor ESF
 Drill Method 2.25" HSA; Autohammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



LOG OF TEST BORING

Project Davies Street Area
 Location Maher: 200' SE of Lake Edge, 8' SW of CL
Madison, WI

Boring No. B-7X
 Surface Elevation (ft) 868±
 Job No. C20051-14
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					5 in. Asphalt Pavement/8 in. Base Course					
1	18	M	8	8	Stiff, Brown Lean CLAY (CL)	(1.25)				
2	18	M	11	11	Medium Dense to Dense, Brown Fine to Coarse SAND and GRAVEL, Some Silt, Numerous Cobbles and Boulders (SM/GM)					
3	15	M	48	48	Rough/Hard Drilling from 7'-9'					
4	0	-	50/0"	9	End Boring at 9 ft Due to Auger Refusal on Presumed Boulder					
				10	Borehole backfilled with soil cuttings and asphalt patch					
				15	Initial attempt to drill BH-7 resulted in auger-refusal on presumed boulder at 8'. Initial boring renamed BH-7X. Moved 5'SE and advanced BH-7 to requested depth with much difficulty.					
				20						
				25						

WATER LEVEL OBSERVATIONS

While Drilling NW Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

GENERAL NOTES

Start 10/19/20 End 10/19/20
 Driller BSD Chief MC Rig CME-55
 Logger GB Editor ESF
 Drill Method 2.25" HSA; Autohammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



LOG OF TEST BORING

Project Davies Street Area
180'S of Gary St., Near Centerline
 Location Madison, WI

Boring No. B-8
 Surface Elevation (ft) 871±
 Job No. C20051-14
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	w	LL	PL	LI
				0	5 in. Asphalt Pavement/6 in. Base Course					
1	4	M	17	17	Very Stiff, Brown Lean CLAY (CL)	(3.5)				
2	10	M	14	14	Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
3	18	M	33	33						
4	15	M	25	25						
5	12	W	26	26	Medium Dense, Brown Fine to Coarse SAND, Some Gravel, Trace to Little Silt (SP/SP-SM)					
End Boring at 15 ft										
Borehole Backfilled with Bentonite Chips and Asphalt Patch										
*Boring Performed in 2018 as Part of "Davidson St. Area Additional Borings" (CGC Project No. C17051-31).										

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	▽	13.5'	Upon Completion of Drilling	_____	Start	11/14/18	End	11/14/18	
Time After Drilling				15 Min.	Driller	BSD	Chief	MC	Rig CME-55
Depth to Water				12' ▼	Logger	MG	Editor	ESF	
Depth to Cave in				14'	Drill Method	2.25" HSA; Autohammer			
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.									



LOG OF TEST BORING

Project Davies Street Area
75'S of Park Ct., Near Centerline
 Location Madison, WI

Boring No. B-9
 Surface Elevation (ft) 873±
 Job No. C20051-14
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	DEPTH (in.)	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					5.5 in. Asphalt Pavement/6 in. Base Course					
1		10	M	10	Soft to Stiff, Brown Lean CLAY (CL)	(0.5-1.0)				
2		12	M	36	Dense to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
3		12	M	49						
4		9	M	50/11"						
5		12	M/W	28	Medium Dense Near 14 ft					
					End Boring at 15 ft					
					Borehole Backfilled with Bentonite Chips and Asphalt Patch					
					*Boring Performed in 2018 as Part of "Davidson St. Area Additional Borings" (CGC Project No. C17051-31).					

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	∇	NW	Upon Completion of Drilling	_____	Start	11/14/18	End	11/14/18	
Time After Drilling	_____	_____		_____	Driller	BSD	Chief	MC	Rig CME-55
Depth to Water	_____	_____		_____	Logger	MG	Editor	ESF	
Depth to Cave in	_____	_____		_____	Drill Method	2.25" HSA; Autohammer			
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.									



LOG OF TEST BORING

Project Davies Street Area
Dempsey: 105'S of Davidson,
 Location Madison, WI

Boring No. B-10
 Surface Elevation (ft) 873±
 Job No. C20051-14
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	w	LL	PL	LI
					5 in. Asphalt Pavement/7 in. Base Course					
1	18	M	7	7	Medium Stiff, Brown Lean CLAY (CL)	(0.75)				
2	10	M	9 1/8"	10	Very Dense to Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
3	18	M	33	15						
4	18	M	22	20						
5	18	M/W	21	25						
					End Boring at 15 ft					
					Borehole backfilled with bentonite chips and asphalt patch					

WATER LEVEL OBSERVATIONS

While Drilling NW Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

GENERAL NOTES

Start 10/19/20 End 10/19/20
 Driller BSD Chief MC Rig CME-55
 Logger GB Editor ESF
 Drill Method 2.25" HSA; Autohammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



LOG OF TEST BORING

Project Davies Street Area
Dempsey: 285'S of Cottage Grove, 5'W of CL
 Location Madison, WI

Boring No. B-11
 Surface Elevation (ft) 868±
 Job No. C20051-14
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
				0	X	4 in. Asphalt Pavement/6 in. Base Course				
1	6	M	11	1	Hatched	Very Stiff, Brown Lean CLAY, Trace Sand (CL)				
				5	Dashed	Medium Dense, Brown Clayey Fine to Medium SAND (SC)				
2	7	M	11	6	Dotted	Medium Dense to Dense, Gray to Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
3	16	M	18	16	Dotted					
4	6	M	31	22	Dotted					
5	9	M/W	11	31	Dotted					
15					End Boring at 15 ft					
20					Borehole Backfilled with Bentonite Chips and Asphalt Patch					
25					*Boring Performed as Part of "Cottage Grove Road and Dempsey Road" (CGC Project No. C14051-35).					

WATER LEVEL OBSERVATIONS

While Drilling NW Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

GENERAL NOTES

Start 11/3/14 End 11/3/14
 Driller BSD Chief JF Rig CME-55
 Logger MG Editor ESF
 Drill Method 2.25" HSA; Autohammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.

LOG OF TEST BORING
General Notes

DESCRIPTIVE SOIL CLASSIFICATION

Grain Size Terminology

Soil Fraction	Particle Size	U.S. Standard Sieve Size
Boulders	Larger than 12"	Larger than 12"
Cobbles	3" to 12"	3" to 12"
Gravel: Coarse.....	¾" to 3"	¾" to 3"
Fine	4.76 mm to ¾"	#4 to ¾"
Sand: Coarse.....	2.00 mm to 4.76 mm.....	#10 to #4
Medium	0.42 to mm to 2.00 mm	#40 to #10
Fine	0.074 mm to 0.42 mm.....	#200 to #40
Silt.....	0.005 mm to 0.074 mm.....	Smaller than #200
Clay.....	Smaller than 0.005 mm.....	Smaller than #200

Plasticity characteristics differentiate between silt and clay.

General Terminology

- Physical Characteristics
Color, moisture, grain shape, fineness, etc.
- Major Constituents
Clay, silt, sand, gravel
- Structure
Laminated, varved, fibrous, stratified, cemented, fissured, etc.
- Geologic Origin
Glacial, alluvial, eolian, residual, etc.

Relative Density

Term	"N" Value
Very Loose.....	0 - 4
Loose.....	4 - 10
Medium Dense.....	10 - 30
Dense.....	30 - 50
Very Dense.....	Over 50

Relative Proportions Of Cohesionless Soils

Proportional Term	Defining Range by Percentage of Weight
Trace.....	0% - 5%
Little.....	5% - 12%
Some.....	12% - 35%
And	35% - 50%

Consistency

Term	q _u -tons/sq. ft
Very Soft.....	0.0 to 0.25
Soft.....	0.25 to 0.50
Medium.....	0.50 to 1.0
Stiff.....	1.0 to 2.0
Very Stiff.....	2.0 to 4.0
Hard.....	Over 4.0

Organic Content by Combustion Method

Soil Description	Loss on Ignition
Non Organic.....	Less than 4%
Organic Silt/Clay.....	4 - 12%
Sedimentary Peat.....	12% - 50%
Fibrous and Woody Peat...	More than 50%

Plasticity

Term	Plastic Index
None to Slight.....	0 - 4
Slight.....	5 - 7
Medium.....	8 - 22
High to Very High ..	Over 22

The penetration resistance, N, is the summation of the number of blows required to effect two successive 6" penetrations of the 2" split-barrel sampler. The sampler is driven with a 140 lb. weight falling 30" and is seated to a depth of 6" before commencing the standard penetration test.

SYMBOLS

Drilling and Sampling

- CS – Continuous Sampling
- RC – Rock Coring: Size AW, BW, NW, 2"W
- RQD – Rock Quality Designation
- RB – Rock Bit/Roller Bit
- FT – Fish Tail
- DC – Drove Casing
- C – Casing: Size 2 ½", NW, 4", HW
- CW – Clear Water
- DM – Drilling Mud
- HSA – Hollow Stem Auger
- FA – Flight Auger
- HA – Hand Auger
- COA – Clean-Out Auger
- SS – 2" Dia. Split-Barrel Sample
- 2ST – 2" Dia. Thin-Walled Tube Sample
- 3ST – 3" Dia. Thin-Walled Tube Sample
- PT – 3" Dia. Piston Tube Sample
- AS – Auger Sample
- WS – Wash Sample
- PTS – Peat Sample
- PS – Pitcher Sample
- NR – No Recovery
- S – Sounding
- PMT – Borehole Pressuremeter Test
- VS – Vane Shear Test
- WPT – Water Pressure Test

Laboratory Tests

- q_a – Penetrometer Reading, tons/sq ft
- q_u – Unconfined Strength, tons/sq ft
- W – Moisture Content, %
- LL – Liquid Limit, %
- PL – Plastic Limit, %
- SL – Shrinkage Limit, %
- LI – Loss on Ignition
- D – Dry Unit Weight, lbs/cu ft
- pH – Measure of Soil Alkalinity or Acidity
- FS – Free Swell, %

Water Level Measurement

- ▽ - Water Level at Time Shown
- NW – No Water Encountered
- WD – While Drilling
- BCR – Before Casing Removal
- ACR – After Casing Removal
- CW – Cave and Wet
- CM – Caved and Moist

Note: Water level measurements shown on the boring logs represent conditions at the time indicated and may not reflect static levels, especially in cohesive soils.

CGC, Inc.

Madison - Milwaukee

Unified Soil Classification System

UNIFIED SOIL CLASSIFICATION AND SYMBOL CHART

COARSE-GRAINED SOILS

(more than 50% of material is larger than No. 200 sieve size)

Clean Gravels (Less than 5% fines)

GRAVELS
More than 50% of coarse fraction larger than No. 4 sieve size



GW

Well-graded gravels, gravel-sand mixtures, little or no fines



GP

Poorly-graded gravels, gravel-sand mixtures, little or no fines

Gravels with fines (More than 12% fines)



GM

Silty gravels, gravel-sand-silt mixtures



GC

Clayey gravels, gravel-sand-clay mixtures

Clean Sands (Less than 5% fines)

SANDS
50% or more of coarse fraction smaller than No. 4 sieve size



SW

Well-graded sands, gravelly sands, little or no fines



SP

Poorly graded sands, gravelly sands, little or no fines

Sands with fines (More than 12% fines)



SM

Silty sands, sand-silt mixtures



SC

Clayey sands, sand-clay mixtures

FINE-GRAINED SOILS

(50% or more of material is smaller than No. 200 sieve size.)

SILTS AND CLAYS
Liquid limit less than 50%



ML

Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity



CL

Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays



OL

Organic silts and organic silty clays of low plasticity

SILTS AND CLAYS
Liquid limit 50% or greater



MH

Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts



CH

Inorganic clays of high plasticity, fat clays



OH

Organic clays of medium to high plasticity, organic silts

HIGHLY ORGANIC SOILS



PT

Peat and other highly organic soils

LABORATORY CLASSIFICATION CRITERIA

GW $C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3

GP Not meeting all gradation requirements for GW

GM Atterberg limits below "A" line or P.I. less than 4

Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols

GC Atterberg limits above "A" line or P.I. greater than 7

SW $C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3

SP Not meeting all gradation requirements for GW

SM Atterberg limits below "A" line or P.I. less than 4

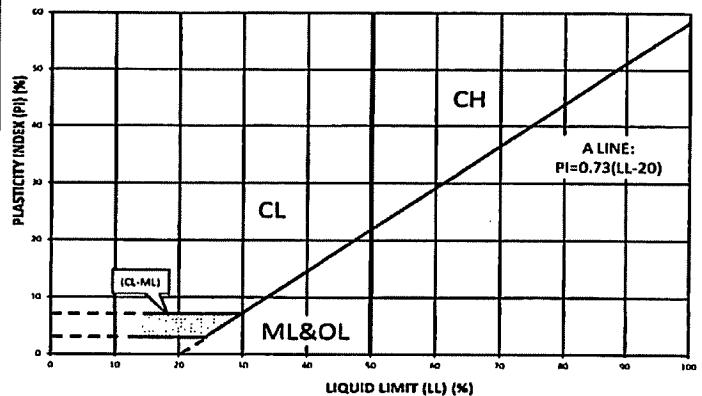
Limits plotting in shaded zone with P.I. between 4 and 7 are borderline cases requiring use of dual symbols

SC Atterberg limits above "A" line with P.I. greater than 7

Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows:

Less than 5 percent GW, GP, SW, SP
More than 12 percent GM, GC, SM, SC
5 to 12 percent Borderline cases requiring dual symbols

PLASTICITY CHART



APPENDIX B

RECOMMENDED COMPACTED FILL SPECIFICATIONS

APPENDIX B

CGC, INC.

RECOMMENDED COMPACTED FILL SPECIFICATIONS

General Fill Materials

Proposed fill shall contain no vegetation, roots, topsoil, peat, ash, wood or any other non-soil material which by decomposition might cause settlement. Also, fill shall never be placed while frozen or on frozen surfaces. Rock, stone or broken concrete greater than 6 in. in the largest dimension shall not be placed within 10 ft of the building area. Fill used greater than 10 ft beyond the building limits shall not contain rock, boulders or concrete pieces greater than a 2 sq ft area and shall not be placed within the final 2 ft of finish subgrade or in designated utility construction areas. Fill containing rock, boulders or concrete pieces should include sufficient finer material to fill voids among the larger fragments.

Special Fill Materials

In certain cases, special fill materials may be required for specific purposes, such as stabilizing subgrades, backfilling undercut excavations or filling behind retaining walls. For reference, WisDOT gradation specifications for various types of granular fill are attached in Table 1.

Placement Method

The approved fill shall be placed, spread and leveled in layers generally not exceeding 10 in. in thickness before compaction. The fill shall be placed at moisture content capable of achieving the desired compaction level. For clay soils or granular soils containing an appreciable amount of cohesive fines, moisture conditioning will likely be required.

It is the Contractor's responsibility to provide all necessary compaction equipment and other grading equipment that may be required to attain the specified compaction. Hand-guided vibratory or tamping compactors will be required whenever fill is placed adjacent to walls, footings, columns or in confined areas.

Compaction Specifications

Maximum dry density and optimum moisture content of the fill soil shall be determined in accordance with modified Proctor methods (ASTM D1557). The recommended field compaction as a percentage of the maximum dry density is shown in Table 2. Note that these compaction guidelines would generally not apply to coarse gravel/stone fill. Instead, a method specification would apply (e.g., compact in thin lifts with a vibratory compactor until no further consolidation is evident).

Testing Procedures

Representative samples of proposed fill shall be submitted to CGC, Inc. for optimum moisture-maximum density determination (ASTM D1557) prior to the start of fill placement. The sample size should be approximately 50 lb.

CGC, Inc. shall be retained to perform field density tests to determine the level of compaction being achieved in the fill. The tests shall generally be conducted on each lift at the beginning of fill placement and at a frequency mutually agreed upon by the project team for the remainder of the project.

**Table 1
Gradation of Special Fill Materials**

Material	WisDOT Section 311	WisDOT Section 312	WisDOT Section 305			WisDOT Section 209		WisDOT Section 210
	Breaker Run	Select Crushed Material	3-in. Dense Graded Base	1 1/4-in. Dense Graded Base	3/4-in. Dense Graded Base	Grade 1 Granular Backfill	Grade 2 Granular Backfill	Structure Backfill
Sieve Size	Percent Passing by Weight							
6 in.	100							
5 in.		90-100						
3 in.			90-100					100
1 1/2 in.		20-50	60-85					
1 1/4 in.				95-100				
1 in.					100			
3/4 in.			40-65	70-93	95-100			
3/8 in.				42-80	50-90			
No. 4			15-40	25-63	35-70	100 (2)	100 (2)	25-100
No. 10		0-10	10-30	16-48	15-55			
No. 40			5-20	8-28	10-35	75 (2)		
No. 100						15 (2)	30 (2)	
No. 200			2-12	2-12	5-15	8 (2)	15 (2)	15 (2)

Notes:

1. Reference: Wisconsin Department of Transportation *Standard Specifications for Highway and Structure Construction*.
2. Percentage applies to the material passing the No. 4 sieve, not the entire sample.
3. Per WisDOT specifications, both breaker run and select crushed material can include concrete that is 'substantially free of steel, building materials and other deleterious material'.

**Table 2
Compaction Guidelines**

Area	Percent Compaction (1)	
	Clay/Silt	Sand/Gravel
<u>Within 10 ft of building lines</u>		
Footing bearing soils	93 - 95	95
Under floors, steps and walks		
- Lightly loaded floor slab	90	90
- Heavily loaded floor slab and thicker fill zones	92	95
<u>Beyond 10 ft of building lines</u>		
Under walks and pavements		
- Less than 2 ft below subgrade	92	95
- Greater than 2 ft below subgrade	90	90
Landscaping	85	90

Notes:

1. Based on Modified Proctor Dry Density (ASTM D 1557)

APPENDIX C

ROCK EXCAVATION CONSIDERATIONS

APPENDIX C

ROCK EXCAVATION CONSIDERATIONS

In order to minimize probable "rock" excavation expenses during construction, we suggest that project specifications incorporate the following:

- A. It is assumed that all excavations to levels and dimensions required by the Contract Documents are earth excavation. Earth excavation includes removal and disposal of all materials encountered except rock/sound bedrock which is defined as natural materials which:
 - 1. Cannot be excavated with a minimum 3/4 cubic yard capacity backhoe without drilling and blasting;
 - 2. Cannot be economically removed with a one-tooth ripper on a D8 cat (or equivalent);
 - 3. Requires the use of special equipment such as a pneumatic hammer;
 - 4. Requires the use of explosives (after obtaining written permission of the owner).
- B. Examples of material classified as rock are boulders 1/2 cubic yard or more in volume, bedrock, rock in ledges, and rock-hard cementitious aggregate deposits.
- C. Do not proceed with rock excavation work until architect, engineer and/or testing firm (i.e., CGC) has taken the necessary measures to determine quantity of rock excavation required to complete the work. Measurements will be taken after properly stripped of earth by the contractor. Contractor will be paid the difference between the cost of rock and earth excavation based on an agreed upon unit price established prior to starting rock excavation.

A statement should also be included in the specifications to the effect that: "Stated models of earth excavation equipment are merely for purposes of defining the various excavation categories and are not intended to indicate the brand or type of equipment that is to be used."

APPENDIX D
DOCUMENT QUALIFICATIONS

APPENDIX D DOCUMENT QUALIFICATIONS

I. GENERAL RECOMMENDATIONS/LIMITATIONS

CGC, Inc. should be provided the opportunity for a general review of the final design and specifications to confirm that earthwork and foundation requirements have been properly interpreted in the design and specifications. CGC should be retained to provide soil engineering services during excavation and subgrade preparation. This will allow us to observe that construction proceeds in compliance with the design concepts, specifications and recommendations, and also will allow design changes to be made in the event that subsurface conditions differ from those anticipated prior to the start of construction. CGC does not assume responsibility for compliance with the recommendations in this report unless we are retained to provide construction testing and observation services.

This report has been prepared in accordance with generally accepted soil and foundation engineering practices and no other warranties are expressed or implied. The opinions and recommendations submitted in this report are based on interpretation of the subsurface information revealed by the test borings indicated on the location plan. The report does not reflect potential variations in subsurface conditions between or beyond these borings. Therefore, variations in soil conditions can be expected between the boring locations and fluctuations of groundwater levels may occur with time. The nature and extent of the variations may not become evident until construction.

II. IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING REPORT

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes. While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. *No one except you* should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one - not even you* - should apply the report for any purpose or project except the one originally contemplated.

READ THE FULL REPORT

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A GEOTECHNICAL ENGINEERING REPORT IS BASED ON A UNIQUE SET OF PROJECT-SPECIFIC FACTORS

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, *do not rely on a geotechnical engineering report* that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes - even minor ones - and request an assessment of their impact. *CGC cannot accept responsibility or liability for problems that occur because our reports do not consider developments of which we were not informed.*

SUBSURFACE CONDITIONS CAN CHANGE

A geotechnical engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

MOST GEOTECHNICAL FINDINGS ARE PROFESSIONAL OPINION

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgement to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ - sometimes significantly - from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most

effective method of managing the risks associated with unanticipated conditions.

A REPORT'S RECOMMENDATIONS ARE NOT FINAL

Do not over-rely on the confirmation-dependent recommendations included in your report. *Those confirmation-dependent recommendations are not final*, because geotechnical engineers develop them principally from judgement and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *CGC cannot assume responsibility or liability for the report's confirmation-dependent recommendations if we do not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A GEOTECHNICAL ENGINEERING REPORT IS SUBJECT TO MISINTERPRETATION

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical engineering report. Confront that risk by having CGC participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

DO NOT REDRAW THE ENGINEER'S LOGS

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

GIVE CONSTRUCTORS A COMPLETE REPORT AND GUIDANCE

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time to perform additional study.* Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

READ RESPONSIBILITY PROVISIONS CLOSELY

Some clients, design professionals, and constructors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic

expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineer's responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

ENVIRONMENTAL CONCERNS ARE NOT COVERED

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

OBTAIN PROFESSIONAL ASSISTANCE TO DEAL WITH MOLD

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention.* *Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

RELY ON YOUR GEOTECHNICAL ENGINEER FOR ADDITIONAL ASSISTANCE

Membership in the Geotechnical Business Council (GBC) of Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with CGC, a member of GBC, for more information.

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Geotechnical Business Council
of the Geoprofessional Business Association
8811 Colesville Road, Suite G 106
Silver Spring, MD 20910

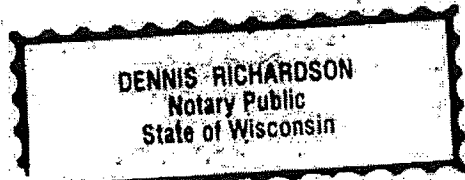
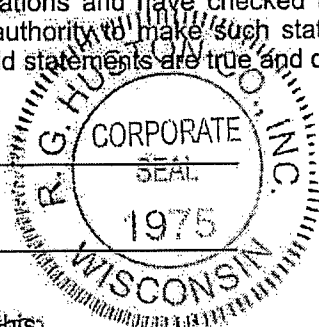
SECTION E: BIDDERS ACKNOWLEDGEMENT

**DAVIES STREET AND DEMPSEY ROAD RECONSTRUCTION ASSESSMENT
DISTRICT - 2023
CONTRACT NO. 8566**

Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication and/or addition shall determine the Grand Total bid for each contract. The Unit Price and Total Bid must be entered numerically in the spaces provided. All words and numbers shall be written in ink.

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2023 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. N/A through N/A to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of R.G. Huston Co., Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf, and that the said statements are true and correct.

[Signature]
SIGNATURE
Brad Huston - President
TITLE, IF ANY



Sworn and subscribed to before me this 11th day of May, 20 23.
[Signature]
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 1/10/24
Bidders shall not add any conditions or qualifying statements to this Proposal.

Contract 8566 – R. G. Huston Co., Inc.

Section F: Best Value Contracting (BVC)

This section is a required document for the bid to be considered complete. There are two methods for completing the Best Value Contracting (BVC) form. Method one: The form can be filled out online and submitted to this site to be included with your electronic bid. Method two: The form can be downloaded from the site and submitted by hand to the City of Madison.

Please select the method of submission below. The form can be found below for filling out online or download and submit by hand.

Please check the box in the Upload section if submitting the report by hand.

Method of Submittal for BVC (click in box below to choose) *

I will submit Bid Express fillable online form (BVC).

Best Value Contracting

1. The Contractor shall indicate the non-apprenticeable trades used on this contract.

2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.

- Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
- No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
- Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
- First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
- Contractor has been in business less than one year.
- Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
- An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.

The Contractor has reviewed the list and shall not use any apprenticeable trades on this project.

LIST APPRENTICABLE TRADES (check all that apply to your work to be performed on this contract)

- BRICKLAYER
- CARPENTER
- CEMENT MASON / CONCRETE FINISHER
- CEMENT MASON (HEAVY HIGHWAY)
- CONSTRUCTION CRAFT LABORER
- DATA COMMUNICATION INSTALLER
- ELECTRICIAN
- ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE
- GLAZIER
- HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
- INSULATION WORKER (HEAT and FROST)
- IRON WORKER
- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER and DECORATOR
- PLASTERER
- PLUMBER
- RESIDENTIAL ELECTRICIAN
- ROOFER and WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER and FINISHER
- TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER



OMB Control No: 2090-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name R.G. Huston Co., Inc.		Project Name Davies Street and Dempsey Road Reconstrucion Assessment District - 2023	
Bid/ Proposal No. 8566	Assistance Agreement ID No. (if known)	Point of Contact Brad Huston	
Address 2561 Coffeytown Road, Cottage Grove, WI 53527			
Telephone No. 608-255-9223		Email Address estimating@rghuston.com	
Issuing/Funding Entity: Wisconsin DNR/CWFP			

I have identified potential DBE certified subcontractors	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
Bullet Transit Co., Inc.	22 Manor Hill Circle, Madison, WI 53717 608-836-3838 lbullet88@aol.com	\$260,000.00	Yes
Hard Rock Sawing and Drilling Specialists, Co.	PO Box 718, Kenosha, WI 54135 715-799-3823 info@hardrocksawing.com	\$4,125.00	Yes
Bullet Transit Co., Inc. (Payne & Dolan)	22 Manor Hill Circle, Madison, WI 53717 608-836-3838 lbullet88@aol.com	\$5,000.00	Yes

RG Huston is awarding Bullet a portion of our own trucking

Continue on back if needed

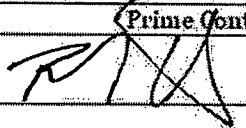
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

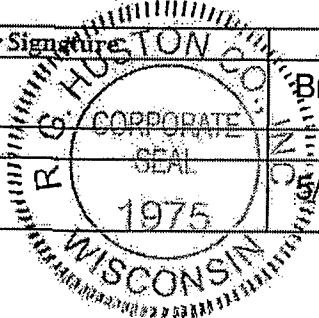
² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

		Print Name Brad Huston	
Title President		Date 5/11/2023	



The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

See Additional Solicitations Attached

**Environmental Improvement Fund (EIF)
DBE Contacts Worksheet**
Form 8700-294A (R 03/17)

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 S. Webster St., PO Box 7921
Madison WI 53707-7921
Phone No. (608) 266-7555 FAX (608) 267-0496
Website: dnr.wi.gov/Aid/EIF.html

NOTE: This form is authorized by chs. NR 162 and NR 166, Wis. Adm. Code. The information requested on this form is necessary for the review of solicitation of Disadvantaged Business Enterprises (DBEs). This form is intended to be a tool to assist those seeking funding from the EIF (Clean Water Fund Program or Safe Drinking Water Loan Program) to meet the DBE requirements of EIF programs. Submitting this form to the Department is optional. Applicants may submit the form as the required documentation of solicitation efforts or provide the information in some other format. Personally identifiable information provided on this form will only be used in determining whether or not DBE requirements are met. Failure to complete or submit this form has no impact on the applicant. For complete information regarding DBE requirements, see the Contract Packet for DBE Compliance on DNR's website at <http://dnr.wi.gov/Aid/documents/EIF/Guide/DBE.html>.

Contact DBEs on a Unified Certification Program (UCP) List to solicit bids from DBE firms (e.g., firms registered in the WisDOT UCP, <http://wisconsin.dot.gov/pages/doing-bus/civil-rights/dbe-certified-firms.aspx>). The individual that makes the contacts should document all contacts. Contact at least 2 minority business enterprises (MBEs) and 2 women's business enterprises (WBEs); additional contacts may be to any type of DBE. Only contacts made to DBEs on DOT's UCP list can be considered in determining whether a good faith effort was made to solicit DBEs.

Project Information
Name of Municipality: **City of Madison**
EIF Project Number: **Davies Street and Dempsey Road Reconstruction Assessment District - 2023**

Name of Prime Contractor: **R.G. Huston Co., Inc.**
Information Prepared By (Name and Phone or E-Mail Address): **Branden Drews - estimating@rghuston.com**

Contacts		Contact 1	Contact 2	Contact 3
a. Name of Firm Contacted	Bullet Transit Co., Inc.	Hard Rock Sawing and Drilling Specialist Co.	Jr's Construction and Landscaping, Inc.	
b. Contact's Phone Number or E-Mail	608-836-3838	715-799-3823	920-348-5100	
c. Firm Type	<input type="radio"/> MBE <input checked="" type="radio"/> WBE <input type="radio"/> Other DBE	<input checked="" type="radio"/> MBE <input checked="" type="radio"/> WBE <input type="radio"/> Other DBE	<input checked="" type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	
d. On DOT UCP list?	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
e. Date Contacted	5/3/2023	5/3/2023	5/3/2023 and 5/11/2023	
f. Result of contact	Bid Received	Bid Received	No response from Jr's	
g. Bid received?	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	
h. If bid received and rejected, why rejected?				
i. Utilizing this firm? (If yes, more on p. 4)*	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	

RG Huston is awarding Bullet a portion of our own trucking

Branden Drews and Brad Huston contacted Henry with Jr's to see if they are quoting this project multiple times

**Environmental Improvement Fund (EIF)
DBE Contacts Worksheet**

Form 8700-294A (R 03/17) Page 2 of 4

Information Needed For Review	Contact 4	Contact 5	Contact 6
a. Name of Firm Contacted			
b. Contact's Phone Number or E-Mail			
c. Firm Type	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
e. Date Contacted			
f. Result of contact			
g. Bid received?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Information Needed For Review	Contact 7	Contact 8	Contact 9
a. Name of Firm Contacted			
b. Contact's Phone Number or E-Mail			
c. Firm Type	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
e. Date Contacted			
f. Result of contact			
g. Bid received?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Information Needed For Review	Contact 10	Contact 11	Contact 12
a. Name of Firm Contacted			
b. Contact's Phone Number or E-Mail			
c. Firm Type	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
e. Date Contacted			
f. Result of contact			
g. Bid received?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Information Needed For Review	Contact 13	Contact 14	Contact 15
a. Name of Firm Contacted			
b. Contact's Phone Number or E-Mail			
c. Firm Type	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
e. Date Contacted			
f. Result of contact			
g. Bid received?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional Outreach

Branden Drews called Rocco with Payne and Dolan to see if they can include any DBE trucking with their quote. Rocco said they can include \$5,000 in DBE trucking through Bullet.

Branden Drews and Brad Huston called Henry with Jr's Construction to see if he is quoting this project. Henry did not respond.

Branden Drews

From: Branden Drews
Sent: Wednesday, May 3, 2023 9:51 AM
To: Branden Drews
Subject: City of Madison #8566
Attachments: 8566 Quote Request.pdf

Bcc: 'dsanders@1stresourcesolutions.com'; '24hr.towingrec@gmail.com'; 'corporate@247consultingllc.com'; 'ellen@2-story.com'; '30thstate.mke@gmail.com'; '3gtrkg@gmail.com'; 'fournconsultants@earthlink.net'; 'marndt@720design.net'; 'val@aaplumbing.org'; 'burt3@charter.net'; 'aande@aandeenterprise.com'; 'alconstruction716@gmail.com'; 'ctate@anationallimo.com'; 'ajproduce24@hotmail.com'; 'aweins9393@sbcglobal.net'; 'abuschhaus@earthlink.net'; 'rborenstein@aaaengineering.net'; 'arandall@abaxent.com'; 'mail2@abernathyco.com'; 'frank@abituacorp.com'; 'ableaccesstrans@aol.com'; 'nancy.h@abrazomarketing.com'; 'lhorchos@abt-products.com'; 'acarrier@acdisaster.com'; 'kristi_avalos@accessology.com'; 'syedh@accgi.com'; 'acrtruckingllc@gmail.com'; 'adapelect@aol.com'; 'adelinaintl@gmail.com'; 'laura@graltonconsulting.com'; 'iamaaronharris@gmail.com'; 'msaleem@aesser.com'; 'aff@affresearch.com'; 'nzafsari@gmail.com'; 'agconnorstrucking@gmail.com'; 'gina@agencylp.com'; 'marc@cardiasphalt.com'; 'aguiartrucking30@gmail.com'; 'merilanacleaning@gmail.com'; 'egrayer@airport-edge.com'; 'industrialajr@yahoo.com'; 'alans27trucking@gmail.com'; 'fernando.v98@yahoo.com'; 'alfcartageinc@gmail.com'; 'alfarocontractors@gmail.com'; 'allcaretransit@yahoo.com'; 'allpurposetrucking1@yahoo.com'; 'francisco.carr@icloud.com'; 'alopez@allconllc.net'; 'leonce.allen@outlook.com'; 'assgenergy@gmail.com'; 'debbier@asupply.net'; 'mseay@allstateconcretecutting.com'; 'info@aloekui.com'; 'aloyusjanitorial@yahoo.com'; 'cindys@alphavets.com'; 'laurie@alrsupply.com'; 'estoner@altusworks.com'; 'alwayspaperwork@gmail.com'; 'jmollel@hotmail.com'; 'admin@americanconcreterestorations.com'; 'americanconstructionsupplies@gmail.com'; 'jtw@american-design.net'; 'donna@AECSPProducts.com'; 'stephen@americanliving.com'; 'c.fidis@americansurvey.com'; 'kdoracio@amepower.com'; 'lizeth@amigo-construction.com'; 'acdllc68@gmail.com'; 'admin@amricounseling.com'; 'estimating@ams-es.net'; 'amstruckinllc@gmail.com'; 'info@anacorppllc.com'; 'askenandore@anasa-trs.com'; '01sparc@gmail.com'; 'andersonfence01@sbcglobal.net'; 'kathya@aocpa.net'; 'angelwindowcleaningllc@gmail.com'; 'angelalatorre1040@sbcglobal.net'; 'anna.truckinginc@gmail.com'; 'nobrien@annseal.com'; 'vpasha14@gmail.com'; 'citlali@antiguamilwaukee.com'; 'chrisormke@gmail.com'; 'kbuford@kuehneco.com'; 'dbrazil@apexconsults.com'; 'jessica.erhart@apple-designs.com'; 'gkinnison@accscontrols.com'; 'christywade@arborgreenwi.com'; 'arborearthandstone@gmail.com'; 'lonnie.coplen@arc-dec.com'; 'archerenterprisesllc@gmail.com'; 'vas@ardentinc.com'; 'kshaikh@arkengineeringassociates.com'; 'arrowpavementmaint@yahoo.com'; 'aneshek@arrowcrete.com'; 'michelle@arteagaconstruction.com'; 'julio@arteagaland.com'; 'nlevans@artisanscivil.com'; 'sliska@asapfastening.com'; 'stephenie@ascendelevatorllc.com'; 'sPhillips@aspindustries.com'; 'noughani@assemblagearchitects.com'; 'carlgates@gmail.com'; 'abbey@astarconcretepumping.com'; 'rozina@atlanticpainting.com'; 'andah@atlanticpetro.com'; 'jsonmor@aurafabricators.com'; 'austin.hill@austinslogistics.com'; 'avajzssoulfood@gmail.com';

Bcc: 'jgarland@avalonrail.com'; 'hbadani@avantti-group.com'; 'aviacakes1@yahoo.com';
'sar@aviationallianceinc.com'; 'lbeckman@avsec.biz';
'katie@aviatrixcommunications.com'; 'avkcnslt@sbcglobal.net';
'awesomecleaningtechnicians@gmail.com'; 'carlos-fuentes@axiom-actuarial.com';
'jcwuscher@gmail.com'; 'azteclumbingllc@yahoo.com'; 'lholmes@b-dcontractors.com';
'BLSupply@BLSupply.com'; 'bcoleman@br-pm.com'; 'contact@babbsengrg.com';
'tony@backstromtrucking.com'; 'lynn@barberengineer.com';
'norman@barrientosdesign.com'; 'bbarry@barrytechnologies.com';
'baselinesupply@gmail.com'; 'karen@bayridgeconsulting.com';
'cmiller@bclitconsulting.com'; 'bpuckettpa@aol.com'; 'rachael@beautifulcleaning.com';
'smreichelt@behnkematerialsengineering.com'; 'Bel@GoodLifeMediaProductions.com';
'jeanmariethiel@belonger.net'; 'kellen@benfordbrown.com'; 'jhoule@beson-houle.com';
'quinn@thebestccs.org'; 'bcm4703@gmail.com'; 'jperry@bestedbusiness.com';
'jennifer.p@besterectors.com'; 'bethfoy@execpc.com'; 'bigguytruckingllc@yahoo.com';
'frank@bitsandassociates.com'; 'amit@blackdogcorp.com';
'blackorchidresearch@gmail.com'; 'mtharaniyil@bloomcos.com';
'bmchealthcareit@gmail.com'; 'marilindajohnson@gmail.com';
'bmrdesignlb@bizwi.rr.com'; 'aboer@boerarch.com'; 'lrooks@bowlbyassociates.com';
'nicky@bpcwi.com'; 'mkatzin@bronnergroup.com'; 'tyrone@bigunderground.com';
'brownvincent87@yahoo.com'; 'bruckingservice@gmail.com'; 'dexterdavis2@aol.com';
'lbullet88@aol.com'; 'cbultman@bultmanfinancial.com'; 'mburse@bse-inc.net';
'bushcompanies@gmail.com'; 'curt_ed@sbcglobal.net'; 'byco_inc@yahoo.com';
'cwtrucking1@yahoo.com'; 'cece@creneeconsulting.com'; 'dchang@ccjm.com';
'nate@cade-law.com'; 'clopez@calcomm.com'; 'melanie.smythe@candacityllc.com';
'dbe@canete-medina.com'; 'KVelasquez@capgcs.com';
'rachel@carexconsultinggroup.com'; 'keittiane@carexconsultinggroup.com';
'carlo@carloelectrical.com'; 'carltrucking@earthlink.net'; 'vicki@ccs-dbe.com';
'carringtontruck28@gmail.com'; 'rob.w@cartridgesaves.com'; 'sks@catalystlinks.com';
'catcobusinessconsulting@hotmail.com'; 'sclaflin@cbssquaredinc.com';
'cbuttselectriccorp@gmail.com'; 'contessa@cccconsultinggroupllc.com';
'sandydreier@gmail.com'; 'cory_rogers29@yahoo.com'; 'centralpnt@aol.com';
'najim@cepcompany.com'; 'certifiedcontractor1@gmail.com';
'noel.cervantes@nanasc.com'; 'chameleonrw@yahoo.com';
'diane@chamnessgroup.com'; 'darrell@chandlercampbelle.com';
'darrell@chandlercampbelle.com'; 'michelle@charisadv.com';
'jonathan@coicompany.com'; 'info@cvdauthority.com';
'charnelle.hicks@CHPlanning.com'; 'ciscodist@bayland.net';
'carltong@ckgatesandassociates.com'; 'bclark@clarktransportation.net';
'clarksdumptrucking@gmail.com'; 'classa_cleaning@yahoo.com';
'nakia.manning@yahoo.com'; 'laura@cleanritesupply.com'; 'cnfwater@gmail.com';
'c.kirschhoffer@clkssystemsincl.com'; 'cloudcover83@icloud.com'; 'cmsobczyk@msn.com';
'cmtransport21@gmail.com'; 'info@cmjelectric.net'; 'linda@coastwisefireguard.com';
'bthurm62@gmail.com'; 'rick@coldgon.com'; 'wbc@candwmlw.com';
'info@comcentia.com'; 'blcomer@comercapital.com'; 'cebsllc@sbcglobal.net';
'kducaine13@hotmail.com'; 'brigitte@bcobranding.com';
'aonyewuc@compasscentral.com'; 'carkey@chess-safety.com';
'bright@compmerica.com'; 'amanda@con-cor-co.com'; 'conin.inc@gmail.com';
'mheard@ctgconsult.com'; 'skumar@connico.com'; 'admin@resourceunlimited.net';
'christine@cmrbuils.com'; 'diane@crastaffing.com'; 'pkwalter@sbcglobal.net';
'consult1010@yahoo.com'; 'jdoyle@coordcps.com'; 'hanueldcorbitt@yahoo.co';
'cordillsolutionsllc@gmail.com'; 'anita@costingservicesgroup.com';
'juliaespey@courtlandllc.net'; 'david@crawfordevaluationgroup.com'; 'linda3158@sbcglobal.net'; 'nancy@creamcitymarketing.com'; 'ffrankrg@yahoo.com';

Bcc: 'engrave@giftbricks.com'; 'ccreativegraphi@wi.rr.com'; 'jacque@cmredge.com';
'cdovalina@cristinafoods.com'; 'admin@crobarlogistics.com'; 'ccross@cross-
management.com'; 'hsingleton@csacoustics.com'; 'bcrowley@wi.rr.com';
'greg@crowleyengineering.com'; 'jcrudupconstruction@gmail.com'; 'tamyou1
@gmail.com'; 'cruztrucking528@yahoo.com';
'wlr Rogers@constructionserviceworkers.com'; 'claytontimm@hotmail.com';
'minoo@csplastics.com'; 'sburreal@cylvale.com'; 'cydstil@newnorth.net';
'cqualich@hotmail.com'; 'paul.lopez@czaplickilopez.com'; 'gloria@dnginsulation.com';
'michelle@dandmexpress.com'; 'mickyday@dkcontractors.net';
'dhfamilytrucking@gmail.com'; 'daddyssfg@gmail.com';
'cmartinez@dairylandenergy.com'; 'bhafeez@damaconsultants.com';
'danielle@dameltransport.com'; 'browndaniel2014@gmail.com';
'david.perez.limon@gmail.com'; 'dthomastrucking@att.net'; 'karna@davidsontrkg.com';
'doug@shipdavisfreight.com'; 'dbatrucking@gmail.com'; 'kgriffin@dbeconsultig.com';
'dcntruckingllc55@yahoo.com'; 'dana@generationcablecorp.com';
'cynthia@devorpr.com'; 'pitstopportables@frontier.com';
'dekovenenterprises@yahoo.com'; 'lcbensen@departure-media.com';
'adeaguero@diversified.energy'; 'designerslandscaping@gmail.com';
'info@designstouch.com'; 'melissa@destreearchitects.com'; 'sonia@dfexpressllc.com';
'aschmitt@dibuild.com'; 'ugon@diamonddiscs.net'; 'sales@ps2g.us';
'certification@dikita.com'; 'wwdionne2@gmail.com'; 'rbartley@disvet.com';
'DiverseSol@outlook.com'; 'darryl@divtech.com'; 'tasha@ddestinies.com';
'darnellwilson@djhandycleners.com'; 'djsplastering@wi.rr.com';
'darlene@dmdconsulting.net'; 'dscroggins75@gmail.com'; 'dnd@dndelectric.com';
'administrative@disrepro.com'; 'ann@dolsoninc.com'; 'francinedixon@dominionllc.org';
'ddorschner@dorschnerassociates.com'; 'lynetteb@doubledlandscape.com';
'deb.brisk@outlook.com'; 'drivenims@gmail.com'; 'dstrucks.llc@gmail.com';
'richard.roundtree@dsr-group.com'; 'durable8400@yahoo.com';
'j.lauret@duwemetal.com'; 'etcomedy@aol.com'; 'ikecomic@aol.com'; 'dtthmpsn4
@gmail.com'; 'chiang.lee81@gmail.com'; 'daniel@eagleexcavationnv.com';
'easleyconstruction@yahoo.com'; 'duane.marshall@eatupco.com'; 'eatonasp@cs.com';
'nicole@eclipsecontrols.com'; 'nickey.pappas@gmail.com';
'cdelavergne@edsservicesolutions.com'; 'ej@ejoventures.net';
'skhatri@eeconsultantsllc.com'; 'jwaldron@ejwaldrontransport.com'; 'regp2001
@yahoo.com'; 'tmachado@electricaltestingsolutions.com'; 'rblackwell@eki-
consulting.com'; 'dwan@eliteprofessionalsllc.com'; 'dellis@ellis-engineering.com';
'nova1113@sbcglobal.net'; 'emergingmusicent@gmail.com';
'emile@emilebanksllaw.com'; 'empowermententerprise@hotmail.com';
'renwick.paige@energyinfrapartners.com'; 'imtiaze@esgcorp.us'; 'glynn@enjoitrans.com';
'v.6mehta@yahoo.com'; 'envpropsolutions@hotmail.com';
'sherri@envisiontheladder.com'; 'heather@envisioneeringllc.com';
'jeison@hbelevators.com'; 'epicexpresstransport@gmail.com';
'amyjoylasee@yahoo.com'; 'nagrakari@gmail.com'; 'clifton@equitysupplygroup.com';
'mail@abernathyco.com'; 'lynn@erosionblue.com'; 'richard@espenterprisesinc.com';
'reasley@e-squared.org'; 'easolutions360@gmail.com'; 'srgutti@essnova.com';
'restrepoj@eurekafacts.com'; 'kgallagher@everlights.com'; 'dickp@plattcon.net';
'lwarwick@evs-eng.com'; 'exceldisposal@yahoo.com'; 'eesmke@gmail.com';
'curtisflemingjr@executivecommercialcleaning.com'; 'kathy@expressinsulation.net';
'morafranki71@gmail.com'; 'smathew@facetengineering.net';
'governmentcontracts@fh-staffing.com'; '8shandry@gmail.com';
'laurie.sigillito@fastsigns.com'; 'fcotruckingllc@gmail.com'; 'phil@firmadvisor.com';
'fireice468@aol.com'; 'staro@fcs-i.com'; 'vakharia@firstclassconcessions.com';
'gp@terminal.com'; 'fischbachjl@hotmail.com'; 'kkelly@fhstudio.com';

Bcc: 'cedricmurphy@fivestarrebar.com'; 'nandini.kondagari@flairsoft.net';
'mflenker@flenkerlandarchitects.com'; 'candace@floor23digital.com';
'florescontractors@live.com'; 'certs@fcsfacilityservices.com'; 'mainicorp@gmail.com';
'flyingctransportation@gmail.com'; 'anita_l@bellsouth.net'; 'eflores@flyingretail.com';
'fobbsqualitysigns@gmail.com'; 'info@flglogistics.com'; 'fourseasonsmgt@gmail.com';
'lbyala@foursquareitp.com'; 'tara.foust@gmail.com'; 'franksvilletrucking@gmail.com';
'nicole@greenprintpartners.com'; 'inez@fresheratl.com';
'fumbleostrucking@gmail.com'; 'smiller@fusion-etc.com';
'fwatransportofwisconsin@gmail.com'; 'lauragoranson@yahoo.com';
'rbanks.gwpeoples@gmail.com'

All –

Please see attached DBE quote request for City of Madison Project number 8566, Davies Street and Dempsey Road Reconstruction Assessment District – 2023. This project has a 8% DBE participation goal. Plans and specs are available at <https://www.bidexpress.com> or through RG Huston upon request.

Please send quotes to estimating@rghuston.com

Thanks,

Branden Drews
Estimator

R.G. Huston Company, Inc.
2561 Coffeytown Road
Cottage Grove, WI 53527
(608) 255-9223 Office
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"AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER"

Branden Drews

From: Branden Drews
Sent: Wednesday, May 3, 2023 9:52 AM
To: Branden Drews
Subject: City of Madison #8566
Attachments: 8566 Quote Request.pdf

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Branden Drews

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Sent: Wednesday, May 3, 2023 9:52 AM
Subject: City of Madison #8566
Attachments: 8566 Quote Request.pdf

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All –

Please see attached DBE quote request for City of Madison Project number 8566, Davies Street and Dempsey Road Reconstruction Assessment District – 2023. This project has a 8% DBE participation goal. Plans and specs are available at <https://www.bidexpress.com> or through RG Huston upon request.

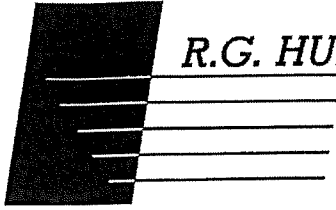
Please send quotes to estimating@rghuston.com

Thanks,

Branden Drews
Estimator

R.G. Huston Company, Inc.
2561 Coffeytown Road
Cottage Grove, WI 53527
(608) 255-9223 Office
(608) 839-5936 Fax

"AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER"



R.G. HUSTON COMPANY, INC.

2561 Coffeytown Road
Cottage Grove, Wisconsin 53527

608-255-9223
FAX: 608-839-5936

DATE: 5/3/2023

TO: DBE Subcontractors

COMPANY:

FROM: Branden Drews

FAX #:

NUMBER OF PAGES (INCLUDING THIS COVER PAGE): 1 Pages

REMARKS: Looking for quotes for the following:

JOB: Davies Street and Dempsey Road Reconstruction Assessment District - 2023

OWNER: City of Madison
1600 Emil Street
Madison, WI 53713

ENGINEER: City of Madison
1600 Emil Street
Madison, WI 53713

BID DATE: 5/11/2023

Quotes due by 9 a.m. day of bid.

Plans are available from the engineer or in our office for viewing.
Please call our office with any questions. Thanks.

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

REPORTER

A Division of BridgeTower Media
P.O Box 745929
Atlanta, GA 30374-5929

Invoice # 745607610
Invoice Date 05/05/2023
Customer R.G. Huston Co, ID:
Payment Terms Net 30
Due Date 06/04/2023

BILLING ADDRESS

Renee Hegberg
R.G. Huston Co
2561 Coffeytown Road
Cottage Grove WI

ADVERTISER

R.G. Huston Co, ID: 262620
2561 Coffeytown Road
Cottage Grove WI

INVOICE REF	MEDIA	DATE	PO	EDITION	QTY	AD SIZE
1007062155	The Daily Reporter - Classifieds	05/05/23	huston05052023	Classified	1	Sub Bid

Thank you for your business!
IOID: 2500552
Index: Sub Bids
Category: Sub Bids
Affidavit Reference: Davies Street and Dempsey Road Reconstruction Asse

Subtotal	\$100.00
Tax	\$0.00
Credits	\$0.00
BALANCE DUE	\$100.00

REMITTANCE STUB TO BridgeTower Media

Invoice #	745607610 The Daily Reporter - Classifieds	Date	06/04/2023	Customer ID	ID: 262620, R.G. Huston Co
Amount Enclosed:					

Acceptable Payment Methods

PREFERRED METHOD To Pay by ACH Transfer: Bank: Bank of America Send ACH remittance email to ar@bridgetowermedia.com Account Number: 237025443017 Routing: 053000196	OTHER METHODS To Pay by Check use the following address: Please include invoice number on check BridgeTower OpCo, LLC P.O Box 745929 Atlanta, GA 30374-5929	To Pay by Credit Card: Use the Click to Pay Online link located on the email you received or Contact Accounts Receivable: 886-802-8214 Please have your Invoice Number and Credit Card Number Ready	To Pay by Wire Transfer: Name: BridgeTower OpCo, LLC Bank: Bank of America Swift Code: BOFAUS3N Bank Address: 100 North Tryon Street Charlotte, NC 28256 Account Number: 237025443017 Routing: 053000196
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The Daily Reporter
225 East Michigan Street
Milwaukee, WI, 53202
Phone: 4142251801 Fax: 0

REPORTER

Affidavit of Publication

See Page 2 for ad proof

To: R.G. Huston Co - Renee Hegberg
2561 Coffeytown Road
Cottage Grove, WI,

Re: Legal Notice 2500552, Davies Street and Dempsey Road
Reconstruction Asse

State of WI

County of Milwaukee

1
1 SS:
1

I, Amanda Mahlum, being duly sworn, depose and say: that I am the Authorized Designee of The Daily Reporter, a daily newspaper of general circulation in Milwaukee, County of Milwaukee, State of WI; that a notice, of which the annexed is a printed copy, has been duly and regularly published in the The Daily Reporter once each day for 1 consecutive days; and that the date of the publication were as follows: 05/05/2023.

Publishers fee: \$100.00

By: Amanda Mahlum
Amanda Mahlum

Sworn to me on this 5th day of May
2023

By:

Russell Klingaman


Russell Klingaman
Notary Public, State of WI
No. -
Qualified in Milwaukee County
My commission expires on December
31, 2023

**Attention:
DBE**

**R.G. Huston is requesting
proposals for the following
project:**

Davies Street and Dempsey Road
Reconstruction Assessment District - 2023
Madison, WI

Bids are due by Thursday
May 11th, 2023 at 9:00 AM

An 8% DBE participation goal has been
established for this project. Seeking bids
for: traffic control, sawcutting, landscaping,
concrete paving, asphalt paving, pavement
marking, electrical, and trucking.

Submit quotes to
estimating@rghuston.com

R.G. Huston Co., Inc
Attention: Branden Drews
2561 Coffeytown Road
Cottage Grove, WI 53527
Ph:608-255-9223
Fax:608-839-5936

*An Equal Opportunity/Affirmative Action
Employer*

	Phone	
dsanders@1stresourcesolutions.com	2/20/2023	Email
24hr.towingrec@gmail.com	2/20/2023	Email
corporate@247consultingllc.com	2/20/2023	Email
ellen@2-story.com	2/20/2023	Email
30thstate.mike@gmail.com	2/20/2023	Email
3gtrkg@gmail.com	2/20/2023	Email
fourconsultants@earthlink.net	2/20/2023	Email
mamdt@720design.net	2/20/2023	Email
val@aaplumbing.org	2/20/2023	Email
burt3@charter.net	2/20/2023	Email
aande@aaandenterprise.com	2/20/2023	Email
alconstruction716@gmail.com	2/20/2023	Email
ctate@anationallmo.com	2/20/2023	Email
ajproduce24@hotmail.com	2/20/2023	Email
aweins933@sbcglobal.net	2/20/2023	Email
abuschhaus@earthlink.net	2/20/2023	Email
rborenstein@aaaengineering.net	2/20/2023	Email
arandall@abaxent.com	2/20/2023	Email
mail2@abernathyco.com	2/20/2023	Email
frank@abituacorp.com	2/20/2023	Email
ableaccessstrans@aol.com	2/20/2023	Email
nancy.h@abrazomarketing.com	2/20/2023	Email
lhorchos@abt-products.com	2/20/2023	Email
acarrier@acdisaster.com	2/20/2023	Email
kristi_avalos@accessology.com	2/20/2023	Email
syedh@accgi.com	2/20/2023	Email
acrtruckingllc@gmail.com	2/20/2023	Email
adapelect@aol.com	2/20/2023	Email
adelinaint@gmail.com	2/20/2023	Email
laura@grallonconsulting.com	2/20/2023	Email
iamaaroharris@gmail.com	2/20/2023	Email
msaleem@aesser.com	2/20/2023	Email
aff@afresearch.com	2/20/2023	Email
nzafsari@gmail.com	2/20/2023	Email
agconnorstucking@gmail.com	2/20/2023	Email
gina@agencylp.com	2/20/2023	Email
marc@cardiasphalt.com	2/20/2023	Email
aguliartrucking30@gmail.com	2/20/2023	Email
merlianaclanning@gmail.com	2/20/2023	Email
egrayer@airport-edge.com	2/20/2023	Email
industrialjr@yahoo.com	2/20/2023	Email
alans27trucking@gmail.com	2/20/2023	Email
fernando.v98@yahoo.com	2/20/2023	Email
alfcartageinc@gmail.com	2/20/2023	Email
alfarocontractors@gmail.com	2/20/2023	Email
allicaretransit@yahoo.com	2/20/2023	Email
allpurposestrucking1@yahoo.com	2/20/2023	Email
francisco.carr@icloud.com	2/20/2023	Email
alopez@allconllc.net	2/20/2023	Email
leonce.allen@outlook.com	2/20/2023	Email
assgenergy@gmail.com	2/20/2023	Email
debbier@asupply.net	2/20/2023	Email
msey@allstateconcretecutting.com	2/20/2023	Email
info@alobekui.com	2/20/2023	Email
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linda.r@alohabeta.com	2/20/2023	Email
1916 West Wilno Drive		
3700 West Wells Street		
522 S. Hunt Club Blvd		
641 W. National Avenue		
3753 South 63rd Street		
35239 Castlerock Drive		
1907 Sherman Avenue, #15		
9003 Oakpath Lane		
9401 W. Beloit Road		
1561 113Th St.		
78 Sawgrass Drive		
9704 W. Flagg Avenue		
1990 Metropolitan Parkway		
1804 Saemann Avenue		
1259A Rand Road		
3260 S. Delaware Avenue		
4323 W. Irving Park Road		
N128 W23050 Roundy Drive		
2000 Pewaukee Road		
8705 Pyott Road		
2620 W Silver Spring Dr		
P. O. Box 389		
21A Bay Avenue		
2805 Lakeshore Drive		
1407 W. University Drive		
101 Scheller Rd		
4745 S. 74th Street		
15050 Froedtert Drive		
1914 Alta Vista Drive		
W307 N1497 Golf Road, Suite 200		
4719 North 19Th Place		
111 S. Wacker Drive, Suite 3910		
1410 Commanche Avenue		
5709 N. Shoreland Ave.		
632 S. 62Nd St.		
91 Harvey Street		
4226 Lawndale Ave		
3360 S. 46Th Street		
1952 S. 57Th Street		
2827 Virginia Lane		
6420 South Howell Avenue		
3578 S. 47 Th Street		
1011 S. 32Nd Street		
32 E. Lake Street		
2105 76th Street		
5302 N. 63Rd Street		
W156 N10318 Pilgrim Rd.		
2444 S. 31st Street		
12704 W. Arden Place		
11414 West Park Place		
1029 Hawthorne Service Group Inc		
12801 Ne Airport Way		
514 Rollins Road		
1229 S. Cesar Chavez		
4100 W. River Lane Road		
15 A East Liberty Street		

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nicky@bpcwi.com	2/20/2023	Email	271 River Pine Drive
mkatzin@bronnergroup.com	2/20/2023	Email	120 N. Lasalle St
lyrone@bigunderground.com	2/20/2023	Email	5310 W. State Street
brownvincen187@yahoo.com	2/20/2023	Email	1127 Ridgeway Street
brfruckingservice@gmail.com	2/20/2023	Email	S87 W22545 Edgewood Avenue
dexterdavis2@aol.com	2/20/2023	Email	1418 Courtland Ave.
lbulleit88@aol.com	2/20/2023	Email	22 Manor Hill Circle
cbullman@bultmanfinancial.com	2/20/2023	Email	13625 Bishop S Drive
imburse@bse-inc.net	2/20/2023	Email	1400 East Washington Avenue
bushcompanies@gmail.com	2/20/2023	Email	4115 26th Street NW
curt_ed@sbglobal.net	2/20/2023	Email	6761 N. 109Th Street
byco_inc@yahoo.com	2/20/2023	Email	787 W. 4Th Street
cwtrucking1@yahoo.com	2/20/2023	Email	85540 Hwy J
cece@creneconsulting.com	2/20/2023	Email	2602 W. Silver Spring Drive
dchang@ccjm.com	2/20/2023	Email	12300 Twin Brook Parkway
nate@cade-law.com	2/20/2023	Email	4411 N. Ardmore Avenue
dlopez@calcomm.com	2/20/2023	Email	308 E. Fox Hill Drive
melanie.smythe@candacilylc.com	2/20/2023	Email	N140 W17938 Cedar Lane
dbe@canete-medina.com	2/20/2023	Email	1416 Lake St.,
KVelasquez@capgcs.com	2/20/2023	Email	4199 Campus Drive
rachel@carexconsultinggroup.com; keittiane@carexconsultinggroup.com	2/20/2023	Email	6720 Frank Lloyd Wright Ave.
carlo@carfoelectrical.com	2/20/2023	Email	4801 4Th Avenue South
caitrucking@earthlink.net	2/20/2023	Email	W129 Bain Road
vicki@ccs-dbe.com	2/20/2023	Email	1349 Hamlin Road
carringtontruck28@gmail.com	2/20/2023	Email	6168 W. Port Avenue
rob.w@cardidgesaves.com	2/20/2023	Email	2801 Coho Street, Suite 206
sk@ccatalyslinks.com	2/20/2023	Email	2330 Scenic Highway South
catcobusinessconsulting@hotmail.com	2/20/2023	Email	610 Parkway
sciatlin@cbssquaredinc.com	2/20/2023	Email	770 Technology Way
cbuttiselectricorp@gmail.com	2/20/2023	Email	4642 W. Burleigh Street
confessa@cccconsultinggroupinc.com	2/20/2023	Email	2266 N. Prospect Avenue
sandydreier@gmail.com	2/20/2023	Email	1901 Aster Echo
cory_rogers29@yahoo.com	2/20/2023	Email	2935 S 127Th Street
centrapnt@aol.com	2/20/2023	Email	13900 Limerick Drive

Yes

Yes

info@cvaauthority.com	2/20/2023	Email	2444 West 6Th Street, 4Th Floor
chamelle.hicks@CHPlanning.com	2/20/2023	Email	1520 Locust Street
ciscodist@bayland.net	2/20/2023	Email	3360 Habeck Lane #24
carlton@ckgatesandassociates.com	2/20/2023	Email	310 E Buffalo Street
blark@clarktransportation.net	2/20/2023	Email	63 Main Street
clarksdumptrucking@gmail.com	2/20/2023	Email	8735 W. Herbert Avenue
classa_cleaning@yahoo.com	2/20/2023	Email	313 W. Beltline Hwy
nakia.manning@yahoo.com	2/20/2023	Email	1901 N. 7Th Street
laura@cleanritesupply.com	2/20/2023	Email	19660 Sommer Drive
cnfwater@gmail.com	2/20/2023	Email	4335 N. 19Th Place
c.kirschhoffer@cksystemsinc.com	2/20/2023	Email	39882 North Mauser Drive
cloudcover83@icloud.com	2/20/2023	Email	2 O'Brien Court
cmsobczyk@msn.com	2/20/2023	Email	W224 S8555 Industrial Ave.
cnitranspor21@gmail.com	2/20/2023	Email	N2956 Sunset Drive
info@cmjelectric.net	2/20/2023	Email	933 W. Somers Street
linda@coastwisefireguard.com	2/20/2023	Email	3050 Boulede Ridge Road
bthurm62@gmail.com	2/20/2023	Email	2803 N. Teufonia Avenue
rick@colgdn.com	2/20/2023	Email	4610 South Huppert Road
wbc@candwmlw.com	2/20/2023	Email	7127 N Green Bay Avenue
info@comcentia.com	2/20/2023	Email	1025 W. Glen Oaks
bcomer@comercapital.com	2/20/2023	Email	1880 Lakeland Drive, Suite C
cebsllc@sbcglobal.net	2/20/2023	Email	4701 W. Mill Road
kducalne13@hotmail.com	2/20/2023	Email	4701 W. Mill Road
brigette@bbcobranding.com	2/20/2023	Email	218 S. 2Nd Street
aonyewu@compasscentral.com	2/20/2023	Email	1401 K Street Nw
carkey@chess-safety.com	2/20/2023	Email	33 E. Wentworth Ave
bright@compmerica.com	2/20/2023	Email	11512 N. Port Washington Road, #201J
amanda@con-cor-co.com	2/20/2023	Email	W146 N5790 Enterprise Ave
conin.inc@gmail.com	2/20/2023	Email	1800 Doc Wolf Drive
imheard@ctgconsult.com	2/20/2023	Email	6600 Peachtree Dunwoody Road
skumar@connico.com	2/20/2023	Email	2594 N Mount Juliet Road
admin@resourceunlimited.net	2/20/2023	Email	6324 West Wisconsin Avenue
christine@cmrbuilds.com	2/20/2023	Email	S98W12575 Loomis Court
diane@crastaffing.com	2/20/2023	Email	3309 Northlake Boulevard
pkwalter@sbcglobal.net	2/20/2023	Email	1712 Lakeview Avenue
consult1010@yahoo.com	2/20/2023	Email	4940 S Hawthorne Drive
joyle@coordtpcs.com	2/20/2023	Email	18W140 Butterfield Road, Suite 1500
hanuelcorbitt@yahoo.co	2/20/2023	Email	5419 N 37th Street
cordilsolutionsllc@gmail.com	2/20/2023	Email	6564 Washington Circle
anta@costingservicesgroup.com	2/20/2023	Email	1270 W. Peachtree St NW
juliaspey@courtlandllc.net	2/20/2023	Email	3920 Linden Place
david@crawfordevaluationgroup.com	2/20/2023	Email	20855 Watertown Road
linda3158@sbcglobal.net	2/20/2023	Email	1677 Golden Lake Road
nancy@creamcitymarketing.com	2/20/2023	Email	318A N. Main Street
frankng@yahoo.com	2/20/2023	Email	5307 N. 33Rd Street
engrave@giftbricks.com	2/20/2023	Email	2920 - 99Th Street
creativegraphi@wi.rr.com	2/20/2023	Email	8728 W. Greenfield Avenue
jacque@cmredge.com	2/20/2023	Email	250 E Wisconsin Avenue
cdovalina@cristinafoods.com	2/20/2023	Email	4555 S. Racine Avenue
admin@crobarlogistics.com	2/20/2023	Email	4709 N. 29Th Street
cross@cross-management.com	2/20/2023	Email	1815 North 4Th Street
hsingleton@csacoustics.com	2/20/2023	Email	25A Granby St
borowley@wi.rr.com	2/20/2023	Email	1353 N 68Th Street
greg@crowleyengineering.com	2/20/2023	Email	2224 Us Highway 41
jrdupcnstruction@gmail.com	2/20/2023	Email	3755 Northline Drive
tamyou1@gmail.com	2/20/2023	Email	7660 West Leon Terrace
cruztrucking528@yahoo.com	2/20/2023	Email	N537 Brooks Ln

mickyday@dkcontractors.net	2/20/2023	Email	11013 122Nd Street
dhfamilytrucking@gmail.com	2/20/2023	Email	4125 N. 72Nd Street
daddyssfg@gmail.com	2/20/2023	Email	754 N. 27Th Street
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qin.james@va-inc.com	2/20/2023	Email	1561 E. Orangehorpe Avenue
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britney@westernbilingual.com	2/20/2023	Email	3111 W. National Avenue
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gotish6@gmail.com	2/20/2023	Email	5401 N. 107Th St.
dirmwilson@zoeeng.com	2/20/2023	Email	8432 W. Auer Avenue

DAVIES STREET AND DEMPSEY ROAD RECONSTRUCTION ASSESSMENT DISTRICT - 2023

CONTRACT NO. 8566

DATE: 5/11/23

R. G. Huston Co., Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$45,000.00	\$45,000.00
10720 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	7.00	\$30.00	\$210.00
10721 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	28.00	\$60.00	\$1,680.00
10770 - MAINTAIN RESIDENTIAL DRIVEWAY ACCESS - EACH	3.00	\$520.00	\$1,560.00
10801 - ROOT CUTTING - CURB & GUTTER (UNDISTRIBUTED) - L.F.	40.00	\$0.01	\$0.40
10802 - ROOT CUTTING - SIDEWALK (UNDISTRIBUTED) - L.F.	120.00	\$0.01	\$1.20
10911 - MOBILIZATION - LUMP SUM	1.00	\$306,972.29	\$306,972.29
20101 - EXCAVATION CUT - C.Y.	8200.00	\$31.25	\$256,250.00
20130 - UNDERDRAIN - L.F.	1605.00	\$18.50	\$29,692.50
20140 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - S.Y.	3730.00	\$1.50	\$5,595.00
20204 - SELECT FILL (UNDISTRIBUTED) - TON	220.00	\$16.50	\$3,630.00
20219 - BREAKER RUN - TON	2690.00	\$17.50	\$47,075.00
20221 - TOPSOIL - S.Y.	4730.00	\$8.60	\$40,678.00
20302 - SAWCUT CONCRETE FULL DEPTH - L.F.	400.00	\$2.25	\$900.00
20303 - SAWCUT ASPHALT PAVEMENT - L.F.	1110.00	\$1.75	\$1,942.50
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	510.00	\$7.35	\$3,748.50
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	6435.00	\$3.00	\$19,305.00
20324 - REMOVE CONCRETE STEPS - S.F.	30.00	\$15.00	\$450.00
20326 - REMOVE FENCE - L.F.	275.00	\$12.00	\$3,300.00
20401 - CLEARING - I.D.	140.00	\$42.00	\$5,880.00
20404 - CLEARING (UNDISTRIBUTED) - LUMP SUM	1.00	\$2,000.00	\$2,000.00
20402 - GRUBBING - I.D.	164.00	\$42.00	\$6,888.00
20409 - GRUBBING (UNDISTRIBUTED) - LUMP SUM	1.00	\$2,000.00	\$2,000.00
20701 - TERRACE SEEDING - S.Y.	4730.00	\$1.90	\$8,987.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	4730.00	\$2.80	\$13,244.00
21302 - CONSTRUCTION FENCE (PLASTIC) (UNDISTRIBUTED) - L.F.	500.00	\$3.00	\$1,500.00
30131 - COLD WEATHER PROTECTION OF CONCRETE SIDEWALK & DRIVE (POLYETHYLENE) (UNDISTRIBUTED) - S.F.	3500.00	\$0.30	\$1,050.00
30132 - COLD WEATHER PROTECTION OF CONCRETE CURB & GUTTER (POLYETHYLENE) (UNDISTRIBUTED) - L.F.	1000.00	\$1.21	\$1,210.00
30201 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	5565.00	\$19.09	\$106,235.85
30203 - TYPE 'X' CONCRETE CURB & GUTTER - L.F.	790.00	\$26.16	\$20,666.40
30206 - TYPE 'G' CONCRETE CURB & GUTTER - L.F.	30.00	\$35.35	\$1,060.50
30208 - HAND FORMED CONCRETE CURB & GUTTER - L.F.	40.00	\$45.45	\$1,818.00
30301 - 5" CONCRETE SIDEWALK - S.F.	12975.00	\$6.65	\$86,283.75
30302 - 7" CONCRETE SIDEWALK AND DRIVE - S.F.	8830.00	\$8.05	\$71,081.50
30313 - CONCRETE STEPS - S.F.	35.00	\$90.91	\$3,181.85
30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	716.00	\$45.45	\$32,542.20
40101 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON	3360.00	\$26.50	\$89,040.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 OR NO. 3 - TON	6470.00	\$26.50	\$171,455.00
40201 - HMA PAVEMENT 3 LT 58-28 S - TON	1410.00	\$75.76	\$106,821.60
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	1670.00	\$78.79	\$131,579.30
40218 - TACK COAT - GAL.	670.00	\$2.02	\$1,353.40
40221 - MACHINE LAID ASPHALT CURB - L.F.	350.00	\$2.53	\$885.50
40231 - ASPHALT DRIVE & TERRACE - S.Y.	230.00	\$48.00	\$11,040.00
40301 - FULL WIDTH GRINDING - S.Y.	200.00	\$15.15	\$3,030.00
40308 - RAMPING SAS - EACH	10.00	\$202.02	\$2,020.20

DAVIES STREET AND DEMPSEY ROAD RECONSTRUCTION ASSESSMENT DISTRICT - 2023

CONTRACT NO. 8566

DATE: 5/11/23

R. G. Huston Co., Inc.

Item	Quantity	Price	Extension
40402 - 9 INCH CONCRETE PAVEMENT - S.Y.	70.00	\$95.96	\$6,717.20
60800 - PAVEMENT MARKING EPOXY, LINE, 4-INCH - L.F.	675.00	\$4.00	\$2,700.00
60801 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.	140.00	\$5.00	\$700.00
60802 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	728.00	\$6.00	\$4,368.00
60803 - PAVEMENT MARKING EPOXY, LINE, 8-INCH - L.F.	55.00	\$8.00	\$440.00
60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	1208.00	\$11.00	\$13,288.00
60814 - PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH - L.F.	415.00	\$14.00	\$5,810.00
60816 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH - L.F.	1119.00	\$20.00	\$22,380.00
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	251.00	\$15.00	\$3,765.00
60823 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE - EACH	1.00	\$200.00	\$200.00
60826 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE & STRAIGHT ARROW - EACH	2.00	\$250.00	\$500.00
60829 - PAVEMENT MARKING EPOXY, SYMBOL, LEFT ARROW - EACH	1.00	\$225.00	\$225.00
60834 - PAVEMENT MARKING EPOXY, WORD, ONLY - EACH	1.00	\$225.00	\$225.00
60894 - SKID/SLIP, RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, BIKE LANE GREEN - S.F.	4430.00	\$11.00	\$48,730.00
90001 - INCENTIVE FOR USE OF CONCRETE WITH CARBONIZED TREATMENT - LUMP SUM	1.00	\$10,000.00	\$10,000.00
90002 - REMOVE, SALVAGE AND REINSTALL BRICK RETAINING WALL - S.F.	225.00	\$66.00	\$14,850.00
90003 - SIDEWALK CURB (UNDISTRIBUTED) - L.F.	40.00	\$40.40	\$1,616.00
90004 - PRIVATE TREE PRUNING (UNDISTRIBUTED) - I.D.	40.00	\$125.00	\$5,000.00
90005 - REMOVE AND SALVAGE LIGHT POST - EACH	1.00	\$3,600.00	\$3,600.00
20217 - CLEAR STONE - TON	850.00	\$20.50	\$17,425.00
21002 - EROSION CONTROL INSPECTION - EACH	4.00	\$500.00	\$2,000.00
21011 - CONSTRUCTION ENTRANCE - EACH	2.00	\$625.00	\$1,250.00
21012 - STREET CONSTRUCTION ENTRANCE BERM - EACH	11.00	\$260.00	\$2,860.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$11,000.00	\$11,000.00
21015 - STREET CONSTRUCTION STONE BERM - EACH	9.00	\$260.00	\$2,340.00
21017 - SILT SOCK (8 INCH) - COMPLETE - L.F.	450.00	\$8.00	\$3,600.00
21032 - INLET PROTECTION TYPE C - PROVIDE & INSTALL - EACH	10.00	\$75.00	\$750.00
21033 - INLET PROTECTION TYPE C - MAINTAIN - EACH	10.00	\$25.00	\$250.00
21034 - INLET PROTECTION TYPE C - REMOVE - EACH	10.00	\$20.00	\$200.00
21049 - INLET PROTECTION RIGID FRAME - PROVIDE & INSTALL - EACH	72.00	\$380.00	\$27,360.00
21050 - INLET PROTECTION RIGID FRAME - MAINTAIN - EACH	72.00	\$100.00	\$7,200.00
21051 - INLET PROTECTION RIGID FRAME - REMOVE - EACH	72.00	\$50.00	\$3,600.00
50401 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	735.00	\$93.00	\$68,355.00
50432 - 12 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	41.00	\$93.00	\$3,813.00
50741 - TYPE H INLET - EACH	37.00	\$3,000.00	\$111,000.00
20311.1 - REMOVE SEWER ACCESS STRUCTURE (STORM) - EACH	1.00	\$450.00	\$450.00
20312 - REMOVE CATCHBASIN - EACH	1.00	\$450.00	\$450.00
20313 - REMOVE INLET - EACH	10.00	\$450.00	\$4,500.00
20314 - REMOVE PIPE - L.F.	278.00	\$23.00	\$6,394.00
20336.1 - PIPE PLUG (STORM) - EACH	7.00	\$500.00	\$3,500.00
20503 - ADJUST INLET - EACH	2.00	\$570.00	\$1,140.00
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	3367.00	\$0.01	\$33.67
50402 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	201.00	\$98.00	\$19,698.00
50403 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	183.00	\$102.00	\$18,666.00
50404 - 21 INCH TYPE I RCP STORM SEWER PIPE - L.F.	20.00	\$115.00	\$2,300.00

DAVIES STREET AND DEMPSEY ROAD RECONSTRUCTION ASSESSMENT DISTRICT - 2023

CONTRACT NO. 8566

DATE: 5/11/23

R. G. Huston Co., Inc.

Item	Quantity	Price	Extension
50405 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F.	112.00	\$125.00	\$14,000.00
50407 - 30 INCH TYPE I RCP STORM SEWER PIPE - L.F.	556.00	\$178.00	\$98,968.00
50409 - 36 INCH TYPE I RCP STORM SEWER PIPE - L.F.	814.00	\$254.00	\$206,756.00
50418 - 14 INCH X 23 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	143.00	\$135.00	\$19,305.00
50421 - 29 INCH X 45 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	121.00	\$211.00	\$25,531.00
50433 - 15 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	80.00	\$98.00	\$7,840.00
50434 - 18 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	268.00	\$102.00	\$27,336.00
50435 - 24 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	33.00	\$125.00	\$4,125.00
50436 - 30 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	60.00	\$178.00	\$10,680.00
50463 - 18 INCH RCP AE - EACH	1.00	\$1,540.00	\$1,540.00
50499 - CONCRETE COLLAR - EACH	1.00	\$650.00	\$650.00
50603 - 18 INCH RCP AE GATE - EACH	1.00	\$780.00	\$780.00
50723 - 3'X3' STORM SAS - EACH	23.00	\$3,860.00	\$88,780.00
50724 - 4'X4' STORM SAS - EACH	15.00	\$6,070.00	\$91,050.00
50725 - 5X5' STORM SAS - EACH	7.00	\$7,370.00	\$51,590.00
50726 - 6'X6' STORM SAS - EACH	1.00	\$11,640.00	\$11,640.00
50770 - TERRACE INLET TYPE 5 - EACH	1.00	\$6,400.00	\$6,400.00
50801 - UTILITY LINE OPENING (UNDISTRIBUTED) - EACH	22.00	\$600.00	\$13,200.00
20311.2 - REMOVE SEWER ACCESS STRUCTURE (SANITARY) - EACH	9.00	\$900.00	\$8,100.00
20335 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	21.00	\$940.00	\$19,740.00
50103 - RECONSTRUCT BENCH AND FLOWLINE(S) - EACH	3.00	\$840.00	\$2,520.00
50201 - ROCK EXCAVATION - C.Y.	900.00	\$200.00	\$180,000.00
50212 - SELECT BACKFILL SANITARY SEWER - T.F.	3569.00	\$0.01	\$35.69
50226 - UTILITY TRENCH PATCH TYPE III - S.Y.	120.00	\$96.00	\$11,520.00
50301 - 8 INCH PVC SANITARY SEWER PIPE (SDR 35, SDR 26) - L.F.	1072.00	\$147.00	\$157,584.00
50302 - 10 INCH PVC SANITARY SEWER PIPE (SDR-26) - L.F.	992.00	\$161.00	\$159,712.00
50303 - 12 INCH PVC SANITARY SEWER PIPE (SDR-26) - L.F.	828.00	\$166.00	\$137,448.00
50353 - SANITARY SEWER LATERAL (SDR 35, SDR 26) - L.F.	677.00	\$37.00	\$25,049.00
50356 - RECONNECT - EACH	23.00	\$2,200.00	\$50,600.00
50361 - WASTEWATER CONTROL - LUMP SUM	1.00	\$11,000.00	\$11,000.00
50390 - SEWER ELECTRONIC MARKERS - EACH	54.00	\$40.00	\$2,160.00
50701 - 4' DIA SANITARY SAS - EACH	20.00	\$4,800.00	\$96,000.00
50702 - 5' DIA SANITARY SAS - EACH	1.00	\$5,800.00	\$5,800.00
50771 - INTERNAL CHIMNEY SEAL - EACH	6.00	\$280.00	\$1,680.00
50783 - INSIDE DROP - V.F.	3.32	\$400.00	\$1,328.00
50791 - SANITARY SEWER TAP - EACH	9.00	\$1,600.00	\$14,400.00
50797 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL - EACH	7.00	\$340.00	\$2,380.00
70006 - FURNISH AND INSTALL 16 INCH PIPE & FITTINGS - L.F.	3.00	\$1,140.00	\$3,420.00
70002 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	125.00	\$162.00	\$20,250.00
70003 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	2243.00	\$146.00	\$327,478.00
70031 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	10.00	\$2,280.00	\$22,800.00
70032 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	16.00	\$3,020.00	\$48,320.00
70040 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	6.00	\$6,400.00	\$38,400.00
70041 - RELOCATE HYDRANT - EACH	1.00	\$1,000.00	\$1,000.00
70053 - REPLACE 1-INCH COPPER SERVICE LATERAL - EACH	21.00	\$3,200.00	\$67,200.00
70080 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	9.00	\$2,450.00	\$22,050.00
70082 - CUT OFF EXISTING WATER MAIN - EACH	1.00	\$1,500.00	\$1,500.00
70090 - ABANDON WATER VALVE BOX - EACH	9.00	\$175.00	\$1,575.00
70101 - FURNISH AND INSTALL STYROFOAM - EACH	26.00	\$120.00	\$3,120.00
70104 - ADJUST WATER VALVE BOX - EACH	5.00	\$150.00	\$750.00

DAVIES STREET AND DEMPSEY ROAD RECONSTRUCTION ASSESSMENT DISTRICT - 2023

CONTRACT NO. 8566

DATE: 5/11/23

R. G. Huston Co., Inc.

Item	Quantity	Price	Extension
70111 - FURNISH & INSTALL ANODE - EACH	8.00	\$470.00	\$3,760.00
60224 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	150.00	\$12.00	\$1,800.00
60232 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	1591.00	\$9.00	\$14,319.00
60261 - ELECTRICAL TRENCH - EACH	1506.00	\$5.00	\$7,530.00
60265 - FURNISH & INSTALL TRAFFIC SIGNAL CABLE 7-14 AWG - L.F.	990.00	\$3.00	\$2,970.00
60280 - LOOP DETECTOR LEAD IN WIRE - L.F.	1665.00	\$3.00	\$4,995.00
60415 - CONSTRUCT LB-3R BASE - EACH	1.00	\$1,200.00	\$1,200.00
60416 - CONSTRUCT LB-8R BASE - EACH	1.00	\$1,300.00	\$1,300.00
60421 - REMOVE STREET LIGHT BASE - EACH	1.00	\$1,000.00	\$1,000.00
60422 - REMOVE STREET LIGHT POLE - EACH	1.00	\$1,000.00	\$1,000.00
60423 - REMOVE TRAFFIC SIGNAL BASE - EACH	1.00	\$1,000.00	\$1,000.00
60424 - REMOVE TRAFFIC SIGNAL POLE - EACH	1.00	\$1,000.00	\$1,000.00
60427 - REMOVE ELECTRICAL HANDHOLES - EACH	4.00	\$300.00	\$1,200.00
60510 - INSTALL AND MAINTAIN SUPPORT STRUCTURES FOR STREET LIGHTS - EACH	2.00	\$10,000.00	\$20,000.00
60511 - INSTALL AND MAINTAIN AERIAL CABLE FOR STREET LIGHTS - L.F.	115.00	\$6.00	\$690.00
60702 - CONSTRUCT ELECTRICAL HANDHOLE TYPE I - EACH	4.00	\$1,350.00	\$5,400.00
60706 - CONSTRUCT ELECTRICAL HANDHOLE TYPE V - EACH	1.00	\$1,600.00	\$1,600.00
60253 - FURNISH & INSTALL 3 #4 AND 1 #8 WIRES IN EXISTING OR CONTRACTOR-INSTALLED CONDUIT - L.F.	2546.00	\$12.00	\$30,552.00
60402 - CONSTRUCT LB-2 BASE - EACH	7.00	\$1,100.00	\$7,700.00
90070 - FURNISH & INSTALL LOOP DETECTOR WIRES - LF	270.00	\$40.00	\$10,800.00
90071 - FURNISH, INSTALL AND MAINTAIN TEMPORARY TRAFFIC SIGNAL AND STREET LIGHTS - LUMP SUM	1.00	\$20,000.00	\$20,000.00
161 Items	Totals		\$4,381,000.00



Department of Public Works
Engineering Division
 Robert F. Phillips, P.E., City Engineer
 City-County Building, Room 115
 210 Martin Luther King, Jr. Boulevard
 Madison, Wisconsin 53703
 Phone: (608) 266-4751
 Fax: (608) 264-9275
engineering@cityofmadison.com
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Deputy City Engineer
 Gregory T. Fries, P.E.
Deputy Division Manager
 Kathleen M. Cryan
Principal Engineer 2
 John S. Fahrney, P.E.
 Christopher J. Petykowaki, P.E.
 Janet Schmidt, P.E.
Principal Engineer 1
 Christina M. Bachmann, P.E.
 Mark D. Moder, P.E.
 James M. Wolfe, P.E.
Facilities & Sustainability
 Bryan Cooper, Principal Architect
Land Information & Official Map Manager
 Eric T. Pederson, P.S.
Financial Manager
 Steven B. Danner-Rivers

BIENNIAL BID BOND

R. G. Huston Co., Inc.
 (a corporation of the State of Wisconsin)
 (individually or partnership), (hereinafter referred to as the "Principal") and
 Travelers Casualty and Surety Company of America

a corporation of the State of Connecticut (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly bound unto the City of Madison, Wisconsin (hereinafter referred to as the "City"), in the sum equal to the individual proposal guaranty amounts of the total bid or bids of the Principal herein accepted by the City, for the payment of which the Principal and the Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2022 through January 31, 2024.

If the Principal is awarded the contract(s) by the City and, within the time and manner required by law after the prescribed forms are presented for its signature, the Principal enters into (a) written contract(s) in accordance with the bid(s), and files with the City its bond(s) guaranteeing faithful performance and payment for all labor and materials, as required by law, or if the City rejects all bids for the work described, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In the event the Principal shall fail to execute and deliver the contract(s) or the performance and payment bond(s), all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to pay to the City within ten (10) calendar days of written demand a total equal to the sum of the individual proposal guaranty amounts of the total bid(s) as liquidated damages.

The Surety, for value received, hereby agrees that the obligations of it and its bond shall be in no way impaired or affected by any extension of time within which the City may accept a bid, and the Surety does hereby waive notice of any such extension.

This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall accrue before the expiration of such thirty (30) day period.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

PRINCIPAL

R. G. Huston Co., Inc.

COMPANY NAME

AFFIX SEAL

DATE

December 23, 2021



By:

SIGNATURE AND TITLE

[Handwritten Signature] - *sec/treas.*

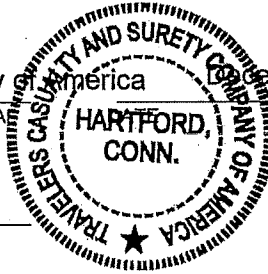
SURETY

Travelers Casualty and Surety Company of America

COMPANY NAME

AFFIX SEAL

December 21, 2021



By:

SIGNATURE AND TITLE

Jonathan Lucas, Attorney-In-Fact

[Handwritten Signature]

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 20049489 for the year 2021 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 21, 2021

DATE

AGENT SIGNATURE

[Handwritten Signature]

20975 Swenson Drive - Suite 175

ADDRESS

Waukesha, Wisconsin 53186

CITY, STATE AND ZIP CODE

262-317-8045

TELEPHONE NUMBER

Note to Surety and Principal: Any bid submitted which this bond guarantees may be rejected if the Power of Attorney form showing that the Agent of Surety is currently authorized to execute bonds on behalf of Surety is not attached to this bond.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

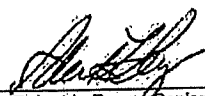
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JONATHAN LUCAS** of **MILWAUKEE**, Wisconsin, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointees such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21st day of December, 2021.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION H: AGREEMENT

THIS AGREEMENT made this 7th day of June in the year Two Thousand and Twenty Three between **R. G. HUSTON CO., INC.**, hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted **JUNE 6, 2023**, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

1. **Scope of Work.** The Contractor shall, perform the construction, execution and completion of the following listed complete work or improvement in full compliance with the Plans, Specifications, Standard Specifications, Supplemental Specifications, Special Provisions and contract; perform all items of work covered or stipulated in the proposal; perform all altered or extra work; and shall furnish, unless otherwise provided in the contract, all materials, implements, machinery, equipment, tools, supplies, transportation, and labor necessary to the prosecution and completion of the work or improvements:

DAVIES STREET AND DEMPSEY ROAD RECONSTRUCTION ASSESSMENT DISTRICT - 2023 CONTRACT NO. 8566

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of **FOUR MILLION THREE HUNDRED EIGHTY-ONE THOUSAND AND NO/100 (\$4,381,000)** Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

The Contractor agrees that within thirty (30) days after the effective date of this agreement, the Contractor will provide to the City Affirmative Action Division certain workforce utilization statistics, using a form to be furnished by the City.

If the contract is still in effect, or if the City enters into a new agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the City Affirmative Action Division no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered.

The notice will include a job description, classification, qualifications and application procedures and deadlines. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement Article I

The Contractor shall take affirmative action in accordance with the provisions of this contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

Article II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

Article III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the City advising the labor union or worker's representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

Article V

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works contractors in a form approved by the Affirmative Action Division Manager.

Article VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City Affirmative Action Division with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

Article VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action Provisions of this contract or Section 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

1. Cancel, terminate or suspend this Contract in whole or in part.
2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

Article VIII

The Contractor shall include the above provisions of this contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

Article IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract. (In federally funded contracts the terms "DBE, MBE and WBE" shall be substituted for the term "small business" in this Article.)

5. Substance Abuse Prevention Program Required. Prior to commencing work on the Contract, the Contractor, and any Subcontractor, shall have in place a written program for the prevention of substance abuse among its employees as required under Wis. Stat. Sec. 103.503.
6. **Contractor Hiring Practices.**

Ban the Box - Arrest and Criminal Background Checks. (Sec. 39.08, MGO)

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(I), MGO as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

- a. **Definitions.** For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

- b. **Requirements.** For the duration of this Contract, the Contractor shall:

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
3. Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
4. Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
5. Comply with all other provisions of Sec. 39.08, MGO.

c. Exemptions: This section shall not apply when:

1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

**DAVIES STREET AND DEMPSEY ROAD RECONSTRUCTION ASSESSMENT
DISTRICT - 2023
CONTRACT NO. 8566**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be sealed with its corporate seal and to be executed by its Mayor and City Clerk on the dates written below.

Countersigned:

[Signature] 5/18/23
Witness Date

[Signature] 5/18/23
Witness Date

R. G. HUSTON CO., INC.
Company Name

[Signature] 5/18/23
President Date

[Signature] 5/18/23
Secretary Date

CITY OF MADISON, WISCONSIN

Provisions have been made to pay the liability that will accrue under this contract.

[Signature] 6/20/23
Finance Director Date

[Signature] 6/21/23
Witness Date

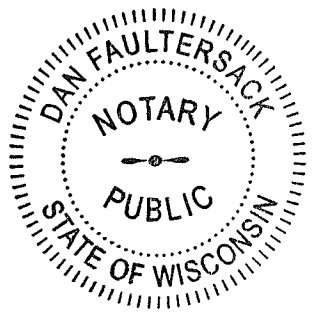
[Signature] 6/13/23
Witness Date

Approved as to form:

[Signature] 6-20-23
City Attorney Date

[Signature] 6/20/23
Mayor Date

[Signature] for 6-13-2023
City Clerk Date



SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we R. G. HUSTON CO., INC. as principal, and Travelers Casualty and Surety Company of America Company of Hartford, Connecticut as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of FOUR MILLION THREE HUNDRED EIGHTY-ONE THOUSAND AND NO/100 (\$4,381,000) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully perform all of the terms of the Contract entered into between him/herself and the City of Madison for the construction of:

**DAVIES STREET AND DEMPSEY ROAD RECONSTRUCTION ASSESSMENT
DISTRICT - 2023
CONTRACT NO. 8566**

in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is to be void, otherwise of full force, virtue and effect.

Signed and sealed this 7th day of June, 2023

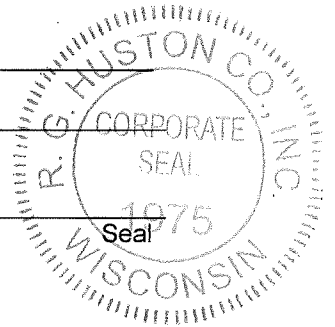
Countersigned:

[Signature]
Witness

[Signature]
Secretary

R. G. HUSTON CO., INC.
Company Name (Principal)

[Signature]
President



Approved as to form:

[Signature]
City Attorney

Travelers Casualty and Surety Company of America
Surety Seal

Salary Employee - Commission

By [Signature]
Attorney-in-Fact, Jenny L. Hirth

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6523593 for the year 2023, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

June 7, 2023
Date

[Signature]
Agent Signature



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JENNY L HIRTH** of **MADISON**, **Wisconsin**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

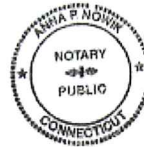
City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **7th** day of **June** **2023**



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

SECTION J: DAVIS-BACON LABOR PROVISIONS

The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor which the City, hereinafter the "RLF Recipient", obtained under the procedures specified, above, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. RLF Recipients shall require that the contractor and subcontractors include the name of the RLF Recipient employee or official responsible for monitoring compliance with DB on the poster. *A COPY OF THE REQUIRED DAVIS-BACON POSTER IS INCLUDED AT THE END OF THIS SECTION.*

(ii)(A) The RLF Recipient, on behalf of EPA, shall require that contracts and subcontracts entered into by borrowers and subrecipients provide that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA Award Official shall approve, upon the request of the RLF Recipient an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the RLF Recipient and the borrower or subrecipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the RLF Recipient to the EPA Award Official. The Award Official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the award official or will notify the award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, **and the RLF Recipient and borrower or subrecipient** do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the RLF Recipient shall provide a report on the disagreement which includes submissions by all interested parties to the EPA Award Official. The Award Official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Award Official or will notify the Award Official within the 30-day period that additional time is necessary. The Award Official will direct that the RLF Recipient take appropriate action to implement the Administrator's determination.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the

applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(1) Withholding. The RLF Recipient, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause the borrower or subrecipient to withhold from the contractor under the affected contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, EPA may, after written notice to the contractor, or RLF Recipient take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the borrower or subrecipient and to the RLF Recipient who will maintain the records on behalf of EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/programs/dbra/wh347.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the RLF Recipient for transmission to

the EPA, if requested by EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the RLF Recipient.

(B) Each payroll submitted to the RLF Recipient shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA may, after written notice to the contractor, **Recipient, borrower or recipient**, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program,

who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors), **the RLF Recipient, borrower or subrecipient and EPA**, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provisions for Contracts in Excess of \$100,000

(a) Contract Work Hours and Safety Standards Act. **The RLF Recipient shall ensure that subrecipients and borrowers** insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFF 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or

mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The RLF Recipient shall upon written request from the Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld by the borrower or subrecipient from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the RLF Recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the RLF Recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



SECTION K: DAVIS BACON WAGE RATES

"General Decision Number: WI20230010 04/07/2023

Superseded General Decision Number: WI20220010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

SECTION K: DAVIS BACON WAGE RATES

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	03/31/2023
4	04/07/2023

BRWI0001-002 06/01/2022

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.96	25.13

BRWI0002-002 06/01/2022

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 45.87	23.91

BRWI0002-005 06/01/2022

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

SECTION K: DAVIS BACON WAGE RATES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.81	23.94

BRWI0003-002 06/01/2021		

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.03	24.95

BRWI0004-002 06/01/2022		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.53	26.01

BRWI0006-002 06/01/2022		

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.26	24.83

BRWI0007-002 06/01/2022		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.26	25.52

BRWI0008-002 06/01/2022		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.08	24.42

SECTION K: DAVIS BACON WAGE RATES

BRWI0011-002 06/01/2022

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.00	25.09

BRWI0019-002 06/01/2022

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.36	25.73

BRWI0034-002 06/01/2022

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.56	25.22

CARP0068-011 05/02/2022

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys
35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 41.19	27.05

CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

CARP0310-002 06/05/2022

SECTION K: DAVIS BACON WAGE RATES

Ashland, Bayfield, Forest, Iron, Langlade, Lincoln, Marathon,
Oneida, Shawano, Taylor and Vilas

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

CARP0314-001 06/05/2022

Columbia, Dane, Dodge, Grant, Green, Iowa, Jefferson,
Lafayette, Richland, Rock, Sauk and Walworth

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

CARP0731-002 06/05/2022

Calumet (Eastern portion of the County), Fond Du Lac, Manitowoc
and Sheboygan

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

CARP0804-001 06/05/2022

Adams, Juneau, Portage and Wood

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

SECTION K: DAVIS BACON WAGE RATES

CARP0955-002 06/01/2022

Calumet (western portion of County), Fond Du Lac, Green Lake, Marquette, Outagamie and Winnebago

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

 CARP1056-002 06/05/2022

	Rates	Fringes
MILLWRIGHT.....	\$ 38.00	26.78

 CARP1074-002 06/01/2022

Barron, Burnett, Chippewa, Clark, Dunn, Eau Claire, Pepin, Pierce, Polk, Rusk, Sawyer, St. Croix and Washburn

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

 CARP1143-002 06/01/2022

Crawford, Jackson, La Crosse, Monroe, Trempealeau and Vernon

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

 CARP1146-002 06/01/2022

Brown, Door, Florence, Kewaunee, Marinette, Menominee and Shawano

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

SECTION K: DAVIS BACON WAGE RATES

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

ELEC0014-002 12/25/2022

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 39.25	22.34

ELEC0014-007 05/29/2022

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 29.63	3%+16.18

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2021

KENOSHA COUNTY

SECTION K: DAVIS BACON WAGE RATES

	Rates	Fringes
Electricians:.....	\$ 43.16	30%+12.70

ELEC0158-002 05/30/2021		

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),
 MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE
 (East of a ine 6 miles West of the West boundary of Oconto
 County), SHAWANO (Except Area North of Townships of Aniwa and
 Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.14	29.75%+10.26

ELEC0159-003 05/30/2021		

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and
 Emmet Townships), GREEN, LAKE (except Townships of Berlin,
 Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of
 Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK
 COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.38	23.13

ELEC0219-004 06/01/2019		

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern,
 Florence and Homestead) AND MARINETTE COUNTY (Township of
 Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over		
\$180,000.....	\$ 33.94	21.80
Electrical contracts under		
\$180,000.....	\$ 31.75	21.73

ELEC0242-005 05/30/2021		

SECTION K: DAVIS BACON WAGE RATES

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.37	69.25%

ELEC0388-002 05/30/2021		

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 36.22	26%+11.24

ELEC0430-002 06/01/2022		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 45.02	24.35

ELEC0494-005 06/01/2022		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 46.38	25.86

ELEC0494-006 06/01/2021		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.91	22.74

ELEC0494-013 05/29/2022		

SECTION K: DAVIS BACON WAGE RATES

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 22.39	18.80
Technician.....	\$ 33.19	21.12

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

 * ELEC0577-003 06/01/2022

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.41	29.50%+10.00

 ELEC0890-003 06/01/2022

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,

SECTION K: DAVIS BACON WAGE RATES
 RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 40.70	25.95%+11.26

ELEC0953-001 06/02/2019		

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

ENGI0139-005 06/01/2022		

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 43.27	25.95
Group 2.....	\$ 42.77	25.95
Group 3.....	\$ 42.27	25.95
Group 4.....	\$ 42.01	25.95
Group 5.....	\$ 41.72	25.95
Group 6.....	\$ 35.82	25.95

HAZARDOUS WASTE PREMIUMS:
 EPA Level ""A"" protection - \$3.00 per hour
 EPA Level ""B"" protection - \$2.00 per hour
 EPA Level ""C"" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes

SECTION K: DAVIS BACON WAGE RATES

(excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

SECTION K: DAVIS BACON WAGE RATES

 IRON0008-002 06/13/2022

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,
 MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO
 COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 41.00	28.95

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor
 Day, Thanksgiving Day & Christmas Day.

 IRON0008-003 06/01/2021

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),
 WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 40.57	28.40

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor
 Day, Thanksgiving Day & Christmas Day.

 IRON0383-001 06/05/2022

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST,
 GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA,
 JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON,
 MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern
 area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA,
 WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 39.00	28.58

 IRON0498-005 06/01/2021

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and
 WALWORTH (S.W. 1/3) COUNTIES:

SECTION K: DAVIS BACON WAGE RATES

	Rates	Fringes
IRONWORKER.....	\$ 41.37	44.41

IRON0512-008 05/01/2022		

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPPEALEAU COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	33.11

IRON0512-021 05/01/2022		

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.94	33.11

LAB00113-002 06/01/2022		

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 32.65	23.09
Group 2.....	\$ 32.80	23.09
Group 3.....	\$ 33.00	23.09
Group 4.....	\$ 33.15	23.09
Group 5.....	\$ 33.30	23.09
Group 6.....	\$ 29.14	23.09

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler;

SECTION K: DAVIS BACON WAGE RATES

Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/01/2022

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 31.90	23.09
Group 2.....	\$ 32.00	23.09
Group 3.....	\$ 32.05	23.09
Group 4.....	\$ 32.25	23.09
Group 5.....	\$ 32.10	23.09
Group 6.....	\$ 28.99	23.09

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

SECTION K: DAVIS BACON WAGE RATES

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LAB00113-011 06/01/2022

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 31.71	23.09
Group 2.....	\$ 31.86	23.09
Group 3.....	\$ 32.06	23.09
Group 4.....	\$ 32.03	23.09
Group 5.....	\$ 32.36	23.09
Group 6.....	\$ 28.85	23.09

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/01/2022

SECTION K: DAVIS BACON WAGE RATES

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 36.42	18.68
Group 2.....	\$ 36.52	18.68
Group 3.....	\$ 36.57	18.68
Group 4.....	\$ 36.77	18.68
Group 5.....	\$ 36.62	18.68
Group 6.....	\$ 33.05	18.68

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

SECTION K: DAVIS BACON WAGE RATES

LAB00464-003 06/01/2022

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 36.70	18.68
Group 2.....	\$ 36.80	18.68
Group 3.....	\$ 36.85	18.68
Group 4.....	\$ 37.05	18.68
Group 5.....	\$ 36.90	18.68
Group 6.....	\$ 33.05	18.68

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2022

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 33.99	22.70

SECTION K: DAVIS BACON WAGE RATES

Spray, Sandblast, Steel....\$ 34.59	22.70
Repaint:	
Brush, Roller.....\$ 33.09	22.70
Spray, Sandblast, Steel....\$ 32.49	22.70

PAIN0108-002 06/01/2022

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....\$ 39.60		21.79
Spray & Sandblast.....\$ 40.60		21.79

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER.....\$ 24.11		12.15

PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
PAINTER.....\$ 22.03		12.45

PAIN0781-002 06/01/2022

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....\$ 38.15		24.80
Brush.....\$ 37.40		24.80
Spray & Sandblast.....\$ 38.15		24.80

PAIN0802-002 06/01/2021

SECTION K: DAVIS BACON WAGE RATES
 COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
 ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 29.98	18.78

PREMIUM PAY:
 Structural Steel, Spray, Bridges = \$1.00 additional per
 hour.

 PAIN0802-003 06/01/2022

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN
 LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
 MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
 OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
 WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER.....	\$ 34.68	18.94

 PAIN0934-001 06/01/2022

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 36.70	24.69
Spray.....	\$ 37.70	24.69
Structural Steel.....	\$ 36.85	24.69

 PAIN1011-002 06/06/2021

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 26.71	14.38

 PLAS0599-010 06/01/2021

SECTION K: DAVIS BACON WAGE RATES
Rates Fringes

CEMENT MASON/CONCRETE FINISHER

Area 1.....	\$ 42.06	20.87
Area 2 (BAC).....	\$ 37.73	23.80
Area 3.....	\$ 38.74	22.46
Area 4.....	\$ 38.59	22.66
Area 5.....	\$ 38.16	22.98
Area 6.....	\$ 34.94	26.36

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 32.57	23.81
3 or more Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	\$ 32.72	23.81

WELL DRILLER.....	\$ 16.52	3.70

SECTION K: DAVIS BACON WAGE RATES

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or

SECTION K: DAVIS BACON WAGE RATES

""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

SECTION K: DAVIS BACON WAGE RATES

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

SECTION K: DAVIS BACON WAGE RATES

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"