



**DANE COUNTY DEPT. OF
PUBLIC WORKS, HIGHWAY &
TRANSPORTATION**

1919 Alliant Energy Center Way
Madison, Wisconsin 53713
Office: 608/266-4018 ♦ Fax: 608/267-1533
Public Works Engineering Division

ADDENDUM 1

August 25, 2021

ATTENTION ALL REQUEST FOR BID(RFB) HOLDERS

RFB NO. 321027 - ADDENDUM NO. 1

YAHARA RIVER FLOW ENHANCEMENT – PH.2

**BIDS DUE: TUESDAY, AUGUST 31, 2021, 2:00 PM. DUE DATE AND
TIME ARE NOT CHANGED BY THIS ADDENDUM.**

This Addendum is issued to modify, explain or clarify the original Request for Bid (RFB) and is hereby made a part of the RFB. Please attach this Addendum to the RFB.

PLEASE MAKE THE FOLLOWING CHANGES:

1. Section 00 21 13 - Instructions to Bidders

Add Section 00 21 13 - “Instructions to Bidders”, issued with this Addendum.

2. Section 02930

Delete current Section 02930 - Restoration; replace with new Section 02930 - Restoration, issued with this Addendum.

PLEASE NOTE THE FOLLOWING CONTRACTOR SUBMITTED QUESTIONS:

1. Q. Have these areas been dredged before?

A. The area has not been dredged before except minor spot dredging at Lafollette Dam and the Railroad Trestle.

2. Q. Can you please provide the design files for the dredge area?

A. The design with quantities are provided in the plans and specifications. Specific design files such as AutoCAD or bathymetry text files will be provided to the winning bidder based on their needs and file format requests.

3. Q. Is the project designed to dredge to the native hard bottom?

A. In our sediment probes, we didn't find a hard bottom but found sand. We encourage the contractor to do their own probing and determination of the sediment and appropriate equipment. In this project both mechanical and hydraulic methods are allowed and approved by DNR.

4. Q. Can you confirm no native material is to be dredged?

- A.The Yahara River was formed when the glaciers retreated 50,000 years ago. Since then the accumulation in the river has occurred.
5. Q.Please consider a mob/demob line item.
A.The project is bid as lump sum.
6. Q.Are there any gradations of the material to be dredged?
A.In our sediment probes we found layers of silt, sand and gravel. We encourage the contractors to do their own probing and determination of the sediment and appropriate equipment.
7. Q.What is the allowable over-depth or tolerance for dredging?
A.The project requires the dredge depths on the plan to be achieved. Any over depth dredging would be at the expense of the contractor and there is not a maximum over depth.
8. Q.How will the incidental debris transportation and disposal fees be paid?
A.All material will be required to be placed at the dewatering site. The river is to be dredged 50 feet wide and expect in the center part of the river minimal debris. Any debris shall be included in the bid price.
9. Q.Please confirm pipeline route access from the dredging area to the dewatering area.
A.Please see attached map. The contractor shall submit plan for their preferred route and approval prior to construction.
10. Q.If dewatering bags are used at the end of the project please confirm that you would like them removed the dewatered material stockpiled. Are there any requirements for the dewatered material after stockpiling?
A.If dewatering bags are used, the material should be placed in a manner to allow sediment to dewater. Appropriate erosion controls shall be implemented such as silt fence to prevent sediment runoff.
11. Q.Where is the turbidity barrier expected to be used?
A.Turbidity barriers shall be used as necessary in the river to prevent plumes of sediment that may travel downstream.
12. Q.Please confirm there are no flow restrictions for the dredge.
A.There aren't flow restrictions for the dredge but depending on the dredge draft, water depth may be in issue depending on equipment utilized. Contractors are encouraged to travel the river by boat prior to bidding to evaluate their equipment is appropriate for the work.
13. Q.Can we do a test dig with a small excavator on the dewatering site since no borings are available?
A.Yes, please coordinate with Ryan Shore (608-445-0109)
14. Q.Can the dredging permit be provided?
A.Yes, see attached.
15. Q.Is the contractor to include the costs of removal of the sediment once it is dried?
A.No, please see revised Section 02930, issued with this addendum.
16. Q.Where is the contractor to take the sediment if it is required in this bid, landfill or private disposal site?
A.It is not required for the contractor to transport the sediment from the dewatering basin.
17. Q.If materials are brought in to build the DMPA, are those to be removed by the County as well with the contractor's loading equipment?
A.It is not required for the contractor to load sediment.
18. Q.Is the contractor to provide pre and post dredging surveys?

A. We have done a pre survey in which the plans were developed from. The contractor is required to provide a post survey to show the elevation and width of the dredge area has been achieved.

19. Q. Is there prevailing wage required?

A. No

20. Q. What is the engineer's estimate for this project?

A. The estimated dredge quantity is provided in the plan set. No monetary estimate is available.

If any additional information about this Addendum is needed, please contact Ryan Shore at 608/445-0109, shore@countyofdane.com.

Sincerely,



Project Manager

Enclosures:

321027-00 21 13-ITB

321027-Section 02930-Restoration

Kegonsa_HwyB_ErosionControl_Rev_6_4_21

Kegonsa_HwyB_Pipeline_8_23_21

Permit Issuance - 01868

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

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1. GENERAL

- A. Before submitting Bid, bidder shall thoroughly examine all Construction Documents. Successful Bidder shall be required to provide all the Work that is shown on Drawings, set forth in Specifications, or reasonably implied as necessary to complete Contract for this project.
- B. Bidder shall visit site to become acquainted with adjacent areas, means of approach to site, conditions of actual site and facilities for delivering, storing, placing, and handling of materials and equipment.
- C. Pre-bid meeting is scheduled on Tuesday, August 17, 2021, 2 p.m. at LaFollette Dam on Williams Drive, Town of Pleasant Springs. Attendance by all bidders is optional, however bidders and subcontractors are strongly encouraged to attend.
- D. Failure to visit site or failure to examine any and all Construction Documents will in no way relieve successful Bidder from necessity of furnishing any necessary materials or equipment, or performing any work, that may be required to complete the Work in accordance with Drawings and Specifications. Neglect of above requirements will not be accepted as reason for delay in the Work or additional compensation.

2. DRAWINGS AND SPECIFICATIONS

- A. Drawings and Specifications that form part of this Contract, as stated in Article 1 of General Conditions of Contract, are enumerated in Document Index of these Construction Documents.
- B. Complete sets of Drawings and Specifications for all trades will be available to all Bidders, irrespective of category of work to be bid on, in order that all Bidders may be familiar with work of other trades as they affect their bid.

3. INTERPRETATION

- A. No verbal explanation or instructions will be given in regard to meaning of Drawings or Specifications before Bid Due Date. Bidders shall bring inadequacies, omissions or conflicts to Owner or Architect / Engineer's attention at least ten (10) calendar days before Bid Due Date. Prompt clarification will be available to all bidders by Addendum.
- B. Failure to so request clarification or interpretation of Drawings and Specifications will not relieve successful Bidder of responsibility. Signing of Contract will be considered as implicitly denoting that Contractor has thorough understanding of scope of the Work and comprehension of Construction Documents.
- C. Owner will not be responsible for verbal instructions.

4. QUALIFICATIONS OF BIDDER (CONTRACTOR AND SUBCONTRACTOR)

- A. Before award of Contract can be approved, Owner shall be satisfied that Bidder involved meets following requirements:
 - 1. Has completed at least one (1) project of at least fifty percent (50%) of size or value of Division of work being bid and type of work completed is similar to that being bid. If greater magnitude of experience is deemed necessary, other than size or value of work, such requirements will be described in appropriate section of Specifications.
 - 2. Maintains permanent place of business.
 - 3. Can be bonded for terms of proposed Contract.
 - 4. Contractor and subcontractors shall meet all applicable Best Value Contractor requirements.
 - 5. Has record of satisfactorily completing past projects. Criteria which will be considered in determining satisfactory completion of projects by bidder will include:
 - a. Completed contracts in accordance with drawings and specifications.
 - b. Diligently pursued execution of work and completed contracts according to established time schedule unless Owner grants extensions.
 - c. Fulfilled guarantee requirements of construction documents.
 - d. Is not presently on ineligible list maintained by County's Department of Administration for noncompliance with equal employment opportunities and affirmative action requirements.
 - e. Authorized to conduct business in Wisconsin. By submitting Bid, bidder warrants that it has: complied with all necessary requirements to do business in State of Wisconsin; that persons executing contract on its behalf are authorized to do so; and, if corporation, that name and address of bidder's registered agent are as set forth in Contract. Bidder shall notify Owner immediately, in writing, of any change in its

registered agent, their address, and bidder's legal status. For partnership, term "registered agent" shall mean general partner.

- B. County's Public Works Project Manager will make such investigations as are deemed necessary to determine ability of bidder to perform the Work, and bidder shall furnish to County's Public Works Project Manager or designee all such information and data for this purpose as County's Public Works Project Manager may request. Owner reserves right to reject Bid if evidence submitted by, or investigation of, bidder fails to satisfy Owner that bidder is responsible and qualified to carry out obligations of Contract and to complete the Work contemplated therein.

5. BID GUARANTEE

- A. Bank certified check, cashier's check or Bid Bond, payable to County in amount not less than five percent (5%) of maximum bid, shall accompany each Bid as guarantee that if Bid is accepted, Bidder will execute and return proposed Contract and Performance and Payment Bonds within ten (10) business days after being notified of acceptance of Bid. Company issuing bonds must be licensed to do business in Wisconsin.
- B. Any bid, which is not accompanied by bid guarantee, will be considered "No Bid" and will not be read at Bid Due Date.
- C. If successful Bidder so delivers Contract, Certificate of Insurance, and Performance and Payment Bonds, check will be returned to Bidder. In case Bidder fails to deliver such Contract, insurance, and bond, amount of bid guarantee will be forfeited to County as liquidated damages.
- D. All checks tendered as bid guarantee, except those of three (3) lowest qualified, responsible bidders, will be returned to their makers within three (3) business days after Bid Due Date. All such retained checks will be returned immediately upon signing of Contract and Performance and Payment Bonds by successful Bidder.

6. WITHDRAWAL OF BIDS

- A. Bids may be withdrawn by written request received from bidder or authorized representative thereof prior to time fixed for Bid Due Date, without prejudice to right of bidder to file new Bid. Withdrawn Bids will be returned unopened. Negligence on part of bidder in preparing their Bid confers no right for withdrawal of Bid after it has been opened.
- B. No Bid may be withdrawn for period of sixty (60) calendar days after Bid Due Date.
- C. If Bid contains error, omission or mistake, bidder may limit liability to amount of bidder's guarantee by giving written Notice of Intent not to execute Contract to Owner within seventy-two (72) hours of Bid Due Date.

7. CONTRACT FORM

- A. Sample copy of contract that successful Bidder will be required to enter into is included in these Construction Documents and bidders are required to familiarize themselves with all conditions contained therein.

8. CONTRACT INTERESTS BY COUNTY PUBLIC OFFICIALS

- A. In accordance with Wisconsin Statute 946.13, county official may not bid for or enter into any contract involving receipts or disbursements of more than \$15,000.00 in a year, in which they have private pecuniary interest, direct or indirect if at same time they are authorized to take official action with respect to making of this Contract. Any contract entered into in violation of this Statute is void and County incurs no liability thereon. This subsection does not affect application and enforcement of Wisconsin Statute 946.13 by state prosecutors in criminal courts of this state.

9. EMERGING SMALL BUSINESS PROVISIONS

- A. **Emerging Small Business Definition.** For purposes of this section, ESB is defined as:
1. Independent business concern that has been in business minimum of one year;
 2. Business located in State of Wisconsin;
 3. Business comprised of less than twenty-five (25) employees;
 4. Business must not have gross sales in excess of three million dollars (\$3,000,000.00) over past three years; and
 5. Business does not have history of failing to complete projects.
- B. **Emerging Small Business (ESB) Involvement.** Bidder shall make good faith effort to award minimum of ten percent (10%) of the Work to ESBs. Bidder shall submit report to Dane County Contract Compliance Specialist within ten (10) business days of Bid Due Date demonstrating such efforts. Good faith efforts means significant contact with ESBs for purposes of soliciting bids from them. Failure to make or demonstrate good faith efforts will be grounds for disqualification.
- C. **Emerging Small Business Report.** Emerging Small Business Enterprise Report is to be submitted by Bidder in separate envelope marked "Emerging Small Business Report". This report is due by 2:00 p.m. following specified ten (10) business days after Bid Due Date. Bidder who fails to submit Emerging Small Business Report shall be deemed not responsive.
- D. **ESB Goal.** Goal of this project is ten percent (10%) ESB participation. ESB utilizations are shown as percentage of total Bid. If Bidder meets or exceeds specified goal, Bidder is only required to submit Form A - Certification, and Form B - Involvement. Goal shall be met if Bidder qualifies as ESB.
- E. **Report Contents.** Following award of Contract, Bidder shall submit copies of executed contracts for all Emerging Small Businesses. Emerging Small Business Report shall consist of these:
1. Form A - Certification;
 2. Form B - Involvement;
 3. Form C - Contacts;
 4. Form D - Certification Statement (if appropriate); and
 5. Supportive documentation (i.e., copies of correspondence, telephone logs, copies of advertisements).

- F. **ESB Listing.** Bidders may solicit bids from *Dane County Targeted Business Directory* by going to this website. Do not click as a link; copy & paste address into a web browser.
<https://equity.countyofdane.com/documents/PDFs/Targeted-Business-Directory.xlsx>
- G. **DBE Listing.** Bidders may also solicit bids from *State of Wisconsin DOT Disadvantaged Business Enterprise Unified Certification Program (DBE / UCP) Directory* by going to this website. These are not only transportation-related designers & contractors. Do not click as a link; copy & paste address into a web browser.
<https://wisconsin.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx>
- H. **ESB Certification.** All contractors, subcontractors and suppliers seeking ESB certification must complete and submit Emerging Small Business Report to Dane County Contract Compliance Program.
- I. **Certification Statement.** If ESB firm has not been certified by County as ESB prior to submittal of this Bid, ESB Report cannot be used to fulfill ESB goal for this project unless firm provides "Form D - Certification Statement". Certification statement must be completed and signed by ESB firm.
- J. **Questions.** Questions concerning Emerging Small Business provisions shall be directed to:

OEI@countyofdane.com
or
Dane County Contract Compliance Specialist
City-County Building, Room 356
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
608/266-4192
- K. **Substituting ESBs.** In event of any significant changes in subcontract arrangements or if need arises to substitute ESBs, Bidder shall report such proposed changes to Contract Compliance Specialist to making any official changes and request authorization to substitute ESB firm. Bidder further agrees to make every possible effort to replace ESB firm with another qualified ESB firm.
- L. **Good Faith Efforts.** Good faith efforts can be demonstrated by meeting all of these obligations:
1. Selecting portions of the Work to be performed by ESBs in order to increase likelihood of meeting ESB goal including, where appropriate, breaking down Contract into smaller units to facilitate ESB participation.
 2. Advertising in general circulation, trade associations and women / minority focus media concerning subcontracting opportunities.
 3. Providing written notices to reasonable number of specific ESBs that their interest in Contract was being solicited in sufficient time to allow ESBs to participate effectively.
 4. Following up on initial solicitations of interest by contacting ESBs within five (5) business days prior to Bid Due Date to determine with certainty whether ESB were interested, to allow ESBs to prepare bids.
 5. Providing interested ESB with adequate information about Drawings, Specifications and requirements of Contract.

6. Using services of available minority, women and small business organizations and other organizations that provide assistance in recruitment of MBEs / WBEs / ESBs.
7. Negotiating in good faith with interested ESBs, not rejecting ESBs as unqualified without sound reason based on thorough investigation of their capabilities.
8. Submitting required project reports and accompanying documents to County's Contract Compliance Specialist within twenty-four (24) hours after Bid Due Date.

M. **Appeals Disqualification of Bid.** Bidder who is disqualified may appeal to Public Works & Transportation Committee and Equal Opportunity Commission.

10. METHOD OF AWARD - RESERVATIONS

- A. Following will be basis of award of Contract, providing cost does not exceed amount of funds then estimated by County as available to finance Contract(s):
 1. Lowest dollar amount submitted by qualified responsible bidder on Base Bid for all work comprising project, combined with such additive Owner accepted alternates.
 2. Owner reserves right to reject all bids or any bid, to waive any informality in any bid, and to accept any bid that will best serve interests of County.
 3. Unit Prices and Informational Bids will not be considered in establishing low bidder.

11. SECURITY FOR PERFORMANCE AND PAYMENTS

- A. Simultaneous with delivery of signed Contract, Bidder shall be required to furnish Performance and Payment Bonds as specified in Article 29 of General Conditions of Contract, "Contract Security",. Surety Company shall be licensed to do business in Wisconsin. Performance and Payment Bonds must be dated same date or subsequent to date of Contract. Performance and Payment Bonds must emulate information in Sample Performance and Payment Bonds in Construction Documents.
- B. Provide certified copy of power of attorney from Surety Company showing that agent who signs Bond has power of attorney to sign for Surety Company. Secretary or Assistant Secretary of company must sign this certification, not attorney-in-fact. Certification must bear same or later date as Bond. Power of Attorney must emulate model power of attorney information detailed in Sample Performance and Payment Bonds.
- C. If Bidder is partnership or joint venture, State certified list, providing names of individuals constituting partnership or joint venture must be furnished. Contract itself may be signed by one partner of partnership, or one partner of each firm comprising joint venture, but Performance and Payment Bonds must be signed by all partners.
- D. If Bidder is corporation, it is necessary that current certified copy of resolution or other official act of directors of corporation be submitted showing that person who signs Contract is authorized to sign contracts for corporation. It is also necessary that corporate seal be affixed to resolution, contract, and performance and payment bonds. If your corporation has no seal, it is required that above documents include statement or notation to effect that corporation has no seal.

12. TAXES

- A. Wisconsin Statute 77.54 (9m) allows building materials that become part of local unit government facilities to be exempt from sales & use tax. Vendors & materials suppliers may not charge Bidders sales & use tax on these purchases. This does not include highways, streets or roads. Any other Sales, Consumer, Use & other similar taxes or fees required by law shall be included in Bid.
- B. In accordance with Wisconsin Statute 71.80(16)(a), successful nonresident bidder, whether incorporated or not, and not otherwise regularly engaged in business in this state, shall file surety bond with State of Wisconsin Department of Revenue payable to Department of Revenue, to guarantee payment of income taxes, required unemployment compensation contributions, sales and use taxes and income taxes withheld from wages of employees, together with any penalties and interest thereon. Amount of bond shall be three percent (3%) of Contract or subcontract price on all contracts of \$50,000 or more.

13. SUBMISSION OF BIDS

- A. All Bids shall be submitted on standard Bid Form bound herein and only Bids that are made on this Bid Form will be considered. Entire Bid Form and other supporting documents, if any, shall be removed or copied from Construction Documents, filled out, and submitted in manner specified hereinafter. Submit completed Bid Bond with Bid as well.
- B. No bids for any subdivision or any sub-classification of the Work, except as indicated, will be accepted. Any conditional Bid, amendment to Bid Form or appended item thereto, or inclusion of any correspondence, written or printed matter, or details of any nature other than that specifically called for, which would alter any essential provision of Construction Documents, or require consideration of unsolicited material or data in determining award of Contract, will disqualify Bid. Telecommunication alterations to Bid will not be accepted.
- C. Bidders must submit single Bid for all the Work.
- D. Bid amounts shall be inserted in words and in figures in spaces provided on Bid Form; in case of conflict, written word amounts will govern.
- E. Addenda issued after Bid Letting shall become part of Construction Documents. Bidders shall acknowledge receipt of such addenda in appropriate space provided on Bid Form. Bid may be rejected if receipt of any particular addendum applicable to award of Contract has not been acknowledged on Bid Form.
- F. Bids shall be signed, placed in envelope, sealed and delivered before due time to place designated in Invitation to Bid, and identified with project name, bid number, location, category of work being bid upon, Bid Due Date, name and address of bidder.
- G. Bidder shall be responsible for sealed Bid being delivered to place designated for Bid Due Date on or before date and time specified. Bids received after time of closing will be rejected and returned to bidder unopened.
- H. Current conditions prevent public bid openings.
- I. Bids hand delivered & dropped off at Public Works' physical address should be placed in the "Public Works Bids & Proposals" drop box placed outside or just inside the building's front vestibule.
- J. Bid will be opened on listed due date & time & results should be available within 24 hours at bids-pwht.countyofdane.com.

- K. Bid will be considered invalid and will be rejected if bidder has not signed it.
- L. Faxed or emailed Bids will not be accepted.
- M. Bidder's organization shall submit completed with Bid, Fair Labor Practices Certification form, included in these Construction Documents.

14. SUBCONTRACTOR LISTING

- A. Bidders are required to submit Section 00 43 36, Proposed Subcontractors Form listing all subcontractors for this project including committed prices for each subcontractor. Project Manager must receive Form no later than when successful Bidder submits their signed Contract. Failure to submit may delay progress payments.

15. ALTERNATE BIDS

- A. Not Applicable.
- B. Space is provided in Bid Form for requested Alternate Bids. Failure to submit bid for any requested Alternate Bids may result in rejection of entire Bid.
- C. Bidder shall state amount to be added / subtracted to Base Bid for providing alternates, including all incidentals, omissions, additions, and adjustments as may be necessary or required by such changes. If there is no difference in price, Bidder shall state, "No Change".
- D. Descriptions of requested Alternate Bids are as set forth in Construction Documents.

16. INFORMATIONAL BIDS

- A. Not Applicable.

17. UNIT PRICES

- A. Not Applicable.

18. COMMENCEMENT AND COMPLETION

- A. Successful Bidder shall commence work when schedule and weather permit, but no later than stated in Bid Form. Contractor shall pursue the Work regularly and continuously at reasonable rate to insure completion of the Work within time stated in Bid.
- B. Should it be found impossible to complete the Work on or before time specified for completion, written request may be submitted for extension of time setting forth reasons believed to justify granting of such request. Refer to Article 20 of General Conditions of Contract, titled "Time for Completion".

19. WORK BY OWNER

- A. Not Applicable.

20. SPECIAL HAZARDS COVERAGE

A. Not Applicable.

FORM A

**DANE COUNTY
EMERGING SMALL BUSINESS REPORT - CERTIFICATION**

In accordance with General Conditions of Contract, submit this Emerging Small Business Report within ten (10) days after Bid Due Date.

PROJECT NAME: _____

BID NO.: _____ BID DUE DATE: _____

BIDDER INFORMATION

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

FORM B

Page ___ of ___

DANE COUNTY

(Copy this Form as necessary to provide complete information)

EMERGING SMALL BUSINESS REPORT - INVOLVEMENT

COMPANY NAME: _____

PROJECT NAME: _____

BID NO.: _____ BID DUE DATE: _____

ESB NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

PHONE NO & EMAIL.: _____

Indicate percentage of financial commitment to this ESB: _____ % Amount: \$ _____

ESB NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

PHONE NO & EMAIL.: _____

Indicate percentage of financial commitment to this ESB: _____ % Amount: \$ _____

FORM C

**DANE COUNTY
EMERGING SMALL BUSINESS REPORT - CONTACTS**

(Copy this Form as necessary to provide complete information)

COMPANY NAME: _____

PROJECT NAME: _____

BID NO.: _____ BID DUE DATE: _____

| | <u>ESB FIRM NAME CONTACTED</u> | <u>DATE</u> | <u>PERSON CONTACTED</u> | <u>DID ESB BID?</u> | <u>ACC- EPT BID?</u> | <u>REASON FOR REJECTION</u> |
|----|------------------------------------|-------------|-----------------------------|-----------------------------|------------------------------|---------------------------------|
| 1) | _____ | _____ | _____ | _____ | _____ | _____ |
| 2) | _____ | _____ | _____ | _____ | _____ | _____ |
| 3) | _____ | _____ | _____ | _____ | _____ | _____ |
| 4) | _____ | _____ | _____ | _____ | _____ | _____ |
| 5) | _____ | _____ | _____ | _____ | _____ | _____ |
| 6) | _____ | _____ | _____ | _____ | _____ | _____ |
| 7) | _____ | _____ | _____ | _____ | _____ | _____ |
| 8) | _____ | _____ | _____ | _____ | _____ | _____ |

FORM D

**DANE COUNTY
EMERGING SMALL BUSINESS REPORT - CERTIFICATION STATEMENT**

I, _____, _____ of
Name Title

_____ certify to best of my knowledge and
Company

belief that this business meets Emerging Small Business definition as indicated in Article 9 and
that information contained in this Emerging Small Business Report is true and correct.

Bidder's Signature

Date

SECTION 02930

RESTORATION

PART 1–GENERAL

1.1 SUMMARY

- A. Work Included:
 - 1. Subsoil preparation.
 - 2. Topsoil placement.
 - 3. Seeding.
 - 4. Erosion Control Mat.
 - 5. Mulching.
 - 6. Maintenance.
- B. Dredging spoils dewatering site, stockpiles, and all access routes shall be restored. The CONTRACTOR shall be responsible to stabilize dewatering site prior to project closeout. The CONTRACTOR shall provide a controlled release of water from dewatering basin after dredging is complete. The dewatering basin shall be completed in a manner that will allow water within the dredged sediments to dry after dredging is complete.
- C. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.
- D. CONTRACTOR shall seek to not disturb or minimize disturbance of creek banks during hydraulic dredging operations. Any creek banks that are disturbed during hydraulic dredging operations shall be restored.
- E. Payment: Payment for restoration shall be at the lump sum price bid for the project. Costs for subsoil preparation, top soiling, seeding, erosion control mat, mulching, and maintenance of restored areas shall be included in the lump sum price bid. One percent of the total Contract price shall be retained following project completion until a uniform 2-inch growth of vegetation is established over all restored areas.

1.2 REFERENCES

- A. Standard Specifications: Unless otherwise indicated, Standard Specifications shall refer to the State of Wisconsin Department of Transportation, Standard Specifications for Highway and Structure Construction, current edition, including all issued supplemental specifications.

1.3 QUALITY ASSURANCE

- A. All work shall be in accordance with Standard Specifications, unless noted otherwise.
- B. Provide seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.

1.4 DELIVERY, STORAGE, AND PROTECTION

- A. Store any seed delivered before use in a way that protects it from damage by heat, moisture, rodents, or other causes. Discard and replace any previously tested and accepted seed that becomes damaged. Seed in damaged packaging is not acceptable.

1.5 SUBMITTALS

- A. Submit shop drawings for all seed mixes.

PART 2–PRODUCTS

2.1 TOPSOIL

- A. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, stones greater than 3/4 inches in size, clay or impurities, plants, weeds and roots; pH value of minimum 5.4 and maximum 7.0.
- B. Topsoil from the site may be used if it meets the above requirements.

2.2 SEED

- A. Cover crop (winter wheat in fall, oats in spring) should be used for stabilization of dewatering site.
- B. Cover Crop shall be appropriate for permanent seed type and planting dates. Consult native seed source for appropriate cover crop and seeding rate.
- C. Seed shall conform to Section 630.2.

PART 3–EXECUTION

3.1 SUBSOIL PREPARATION

- A. Prepare subsoil to eliminate uneven areas and lowspots. Maintain lines, levels, profiles, and contours. Make changes in grade gradual. Blend slopes into level areas.
- B. Remove foreign materials, weeds, and undesirable plants and their roots.
- C. Scarify subsoil to a minimum depth of 12 inches where compaction has occurred from construction traffic.

3.2 TOPSOIL

- A. Placing topsoil shall be in accordance with Section 625.3.3 of the Standard Specifications. Topsoil shall be placed to a uniform depth of 6 inches in place. Topsoil placement shall be incidental to seeding. Provide sufficient topsoil along access routes to restore an even grade matching into the surrounding area, if necessary.

3.3 SEEDING

- A. Seeding shall be performed in accordance with Section 630 of the Standard Specifications.
- B. Plant a cover crop (winter wheat in fall, oats in spring) at a rate of 65 pounds per acre in all areas disturbed.
- C. Seed shall be applied at the rates specified in Section 630.3.3.4.1 of the Standard Specifications and as identified herein.

3.4 PLANTING SEASON

- A. Seeding shall be performed during times allowed in Section 630 of the Standard Specifications.

3.1 EROSION CONTROL MAT

- A. The dewatering site berm/side slopes and stockpile areas shall require installation of an erosion control mat. The mat shall be a Class 1, Urban Type B per the Wisconsin Department of Transportation Erosion Control Product Acceptability List for Multi-Modal Applications (PAL).
- B. The dredging spoils dewatering site shall require mulching or erosion control mat depending on the ground slope per the Wisconsin Department of Transportation Erosion Control Product Acceptability List (PAL).

3.2 MULCHING

- A. Mulching shall be performed in accordance with Method B of Section 627 of the Standard Specifications.

3.3 MAINTENANCE

- A. Seeding of berm side slopes or other disturbed areas during construction shall be maintained by CONTRACTOR until vegetation is well established.
- B. Immediately reseed areas which fail to show adequate catch. Bare spots shall not exceed 5 square feet in area and not exceed 3% of the total seeded areas.
- C. Correct damage resulting from erosion, gullies, rills, or other causes by filling with topsoil, tamping, and reseeding if damage occurs prior to acceptance of work.

Erosion Control Notes:

1. All installation and maintenance of erosion control practices shall be in accordance with the applicable WDNR technical standard.
2. All erosion control facilities shall be maintained throughout the duration of the project.
3. All erosion and sedimentation control practices shall be inspected weekly and within 24 hours after every precipitation event that produces 0.5 inches of rain or more during a 24 hour period, needed repairs will be made immediately.
4. All disturbed ground left inactive for fourteen days or more shall be stabilized with topsoil, seed, and mulch according to WDNR technical standards 1059 and 1058.
5. Temporary seed mixture shall conform to 630.2.1.5.1.4 of the WISDOT standard specifications. Use winter wheat or rye for fall plantings started after September 1.
6. All water from construction dewatering shall be treated according to with WDNR tech standard 1061 prior to discharge to waters of the state, wetlands, or offsite.
7. The contractor is responsible for installation of any additional erosion control measures necessary to prevent erosion and sedimentation. All disturbed areas are to drain to approved sediment control measures at all times during the project until final stabilization is achieved.
8. Any sediment tracked onto a public or private road should be removed by street cleaning, not flushing, before the end of each working day.
9. Dust control shall be provided as necessary in accordance with WDNR technical standard 1068.
10. Final stabilization of the disturbed areas shall be in accordance with the project specifications.
11. All seeded areas will be fertilized, seeded in native prairie mix, and mulched according to the specifications to achieve a vigorous dense vegetative cover.



Legend

- Property Boundary
- Archaeological Site Location (ASI)
- Disturbed Area Limits
- Site Boundary
- Tracking Pad
- Wetland
- Silt Fence
- Wetland Delineation

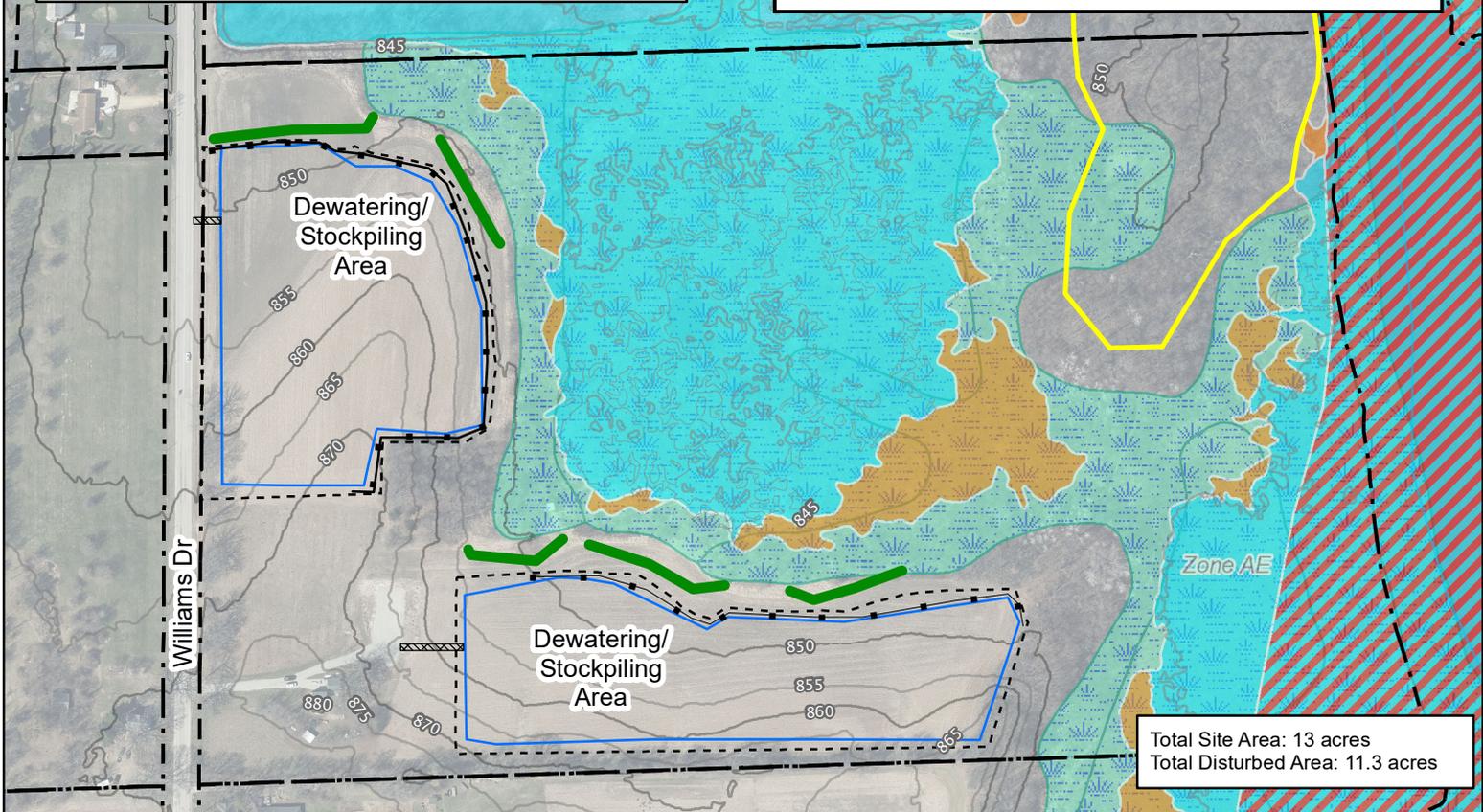


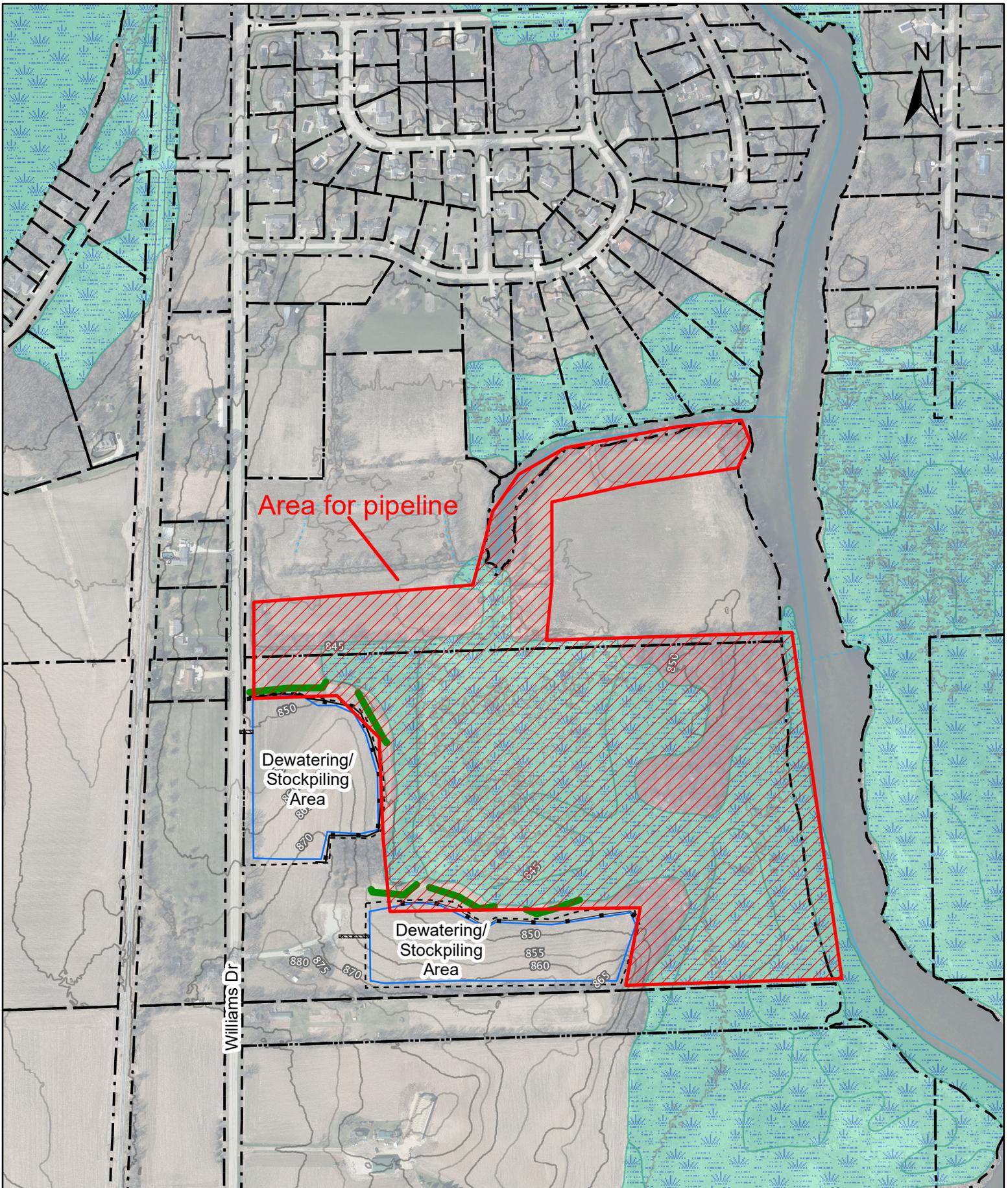
Flood Hazard Zones

Zone Type

- 1% Annual Chance Flood Hazard
- Regulatory Floodway
- Special Floodway
- Area of Undetermined Flood Hazard
- 0.2% Annual Chance Flood Hazard
- Future Conditions 1% Annual Chance Flood Hazard
- Area with Reduced Risk Due to Levee

Text







July 27, 2021

IP-SC-2021-13-01868

Dane County Land & Water Resources Department
John Reimer
5201 Fen Oak Drive
Madison, WI 53718
[sent electronically]

Dear Mr. Reimer:

The Department of Natural Resources has completed its review of your application for a permit to remove materials from the bed of the Yahara River, in the Town of Pleasant Springs, Dane County. You will be pleased to know your application is approved.

I am attaching a copy of your permit, which lists the many important conditions that must be followed to protect water quality and habitat. A copy of the permit must be posted for reference at the project site. Please read your permit conditions carefully so that you are fully aware of what is expected of you.

Please note you are required to submit photographs of the completed project within 7 days after you've finished construction. This helps both of us to document the completion of the project and compliance with the permit conditions.

Your next step will be to notify me of the date on which you plan to start construction and again after your project is complete.

If you have any questions about your permit, please call me at (715) 460-4089 or email weston.matthews@wisconsin.gov.

Sincerely,

A handwritten signature in black ink that reads 'Weston Matthews'.

Weston Matthews
Water Management Specialist

cc: U.S. Army Corps of Engineers
Dane County Zoning Administrator
WDNR – Mark Aquino
WDNR – Eric Heggelund
WDNR – Travis Schroeder

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES**

**Dredging PERMIT
IP-SC-2021-13-01868**

The Dane County Land & Water Resources Department c/o John Reimer is hereby granted under Section 30.20(2), Wisconsin Statutes, a permit to remove materials from the bed of the Yahara River, in the Town of Pleasant Springs, Dane County, also described as being in Sections 20, 28 and 29, Township 06 North, Range 11 East, subject to the following conditions:

PERMIT

1. You must notify Weston Matthews at phone (715) 460-4089 or email weston.matthews@wisconsin.gov before starting construction and again not more than 5 days after the project is complete.
2. You must complete the project as described on or before 07/27/2024. If you will not complete the project by this date, you must submit a written request for an extension prior to expiration of the initial time limit specified in the permit. Your request must identify the requested extension date. The Department shall extend the time limit for an individual permit or contract for no longer than an additional 5 years if you request the extension before the initial time limit expires. You may not begin or continue construction after the original permit expiration date unless the Department extends the permit in writing or grants a new permit.
3. This permit does not authorize any work other than what you specifically describe in your application and plans, and as modified by the conditions of this permit. If you wish to alter the project or permit conditions, you must first obtain written approval of the Department.
4. Before you start your project, you must first obtain any permit or approval that may be required for your project by local zoning ordinances and by the U.S. Army Corps of Engineers. You are responsible for contacting these local and federal authorities to determine if they require permits or approvals for your project. These local and federal authorities are responsible for determining if your project complies with their requirements.
5. Upon reasonable notice, you shall allow access to your project site during reasonable hours to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance.
6. The Department may modify or revoke this permit for good cause, including if the project is not completed according to the terms of the permit or if the Department determines the activity is detrimental to the public interest.

7. You must post a copy of this permit at a conspicuous location on the project site, visible from the waterway, for at least five days prior to construction, and remaining at least five days after construction. You must also have a copy of the permit and approved plan available at the project site at all times until the project is complete.
8. Your acceptance of this permit and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of this permit.
9. You must submit a series of photographs to the Department, within one week of completing work on the site. The photographs must be taken from different vantage points and depict all work authorized by this permit.
10. You, your agent, and any involved contractors or consultants may be considered a party to the violation pursuant to Section 30.292, Wis. Stats., for any violations of Chapter 30, Wisconsin Statutes, or this permit.
11. Construction shall be accomplished in such a manner as to minimize erosion and siltation into surface waters. Erosion control measures (such as silt fence and straw bales) must meet or exceed the technical standards of ch. NR 151, Wis. Adm. Code. The technical standards are found at:
http://dnr.wi.gov/topic/stormwater/standards/const_standards.html .
12. All of the removed materials must be placed in the temporary dewatering location shown on the applicant's revised plan communicated to the Department on 06/04/2021.
13. The final disposal location of all dredged materials must be submitted and approved in writing by the Department prior to moving any spoils from the temporary dewatering site. At least seven business days before the proposed relocation, the County must provide the Department with the following information:
 - Street address of proposed material disposal location
 - Include street or other number, city, county
 - Name of person/entity accepting the dredged material
 - Map/aerial image showing disposal location
 - Include GPS coordinates (lat/long) for center of disposal location or stockpile
 - Volume of material to be disposed
 - Intended use(s) of material
14. This permit complies with the substantive requirements of s. 23.24, Stats. and NR 109, Adm. Code.
15. Removal must not exceed 64,700 cubic yards as specified in the application and plans.

16. The project shall be conducted in a manner that prevents dispersal of sediment away from the project site. Temporary control measures such as silt curtains or turbidity barriers shall be used as needed and shall be installed prior to dredging and removed from the waterbody no more than 24 hours after the dredging is complete.
17. Erosion control measures must be in place and effective during every phase of this project and at the end of each working day.
18. Bottom materials must be removed by equipment, which is designed to minimize the amount of sediment that can escape into the water. Equipment must be properly sized so that excavation conforms to the plans submitted.
19. Bottom materials must be transported to the off-site disposal location by equipment, which is designed to minimize the amount of sediment that can escape into and onto the road right of way.
20. You must dredge to the dimensions and elevations shown on your approved plans dated 05/06/2021.
21. You must not deposit or store any of the removed materials in any wetland or below the ordinary high watermark of any waterway. All removed materials must be placed out of the floodway of any stream.
22. Dredging will not take place when ice forms over the channel of the Yahara River.
23. Any dredging that commences from January 1st to May 1st must be done when the water temperature is above 55 degrees Fahrenheit.
24. Prior to removing material from the bed of the Yahara River you shall obtain wastewater permit coverage for the Carriage return and interstitial water.
25. All equipment used for the project including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps shall be de-contaminated for invasive and exotic viruses and species prior to use and after use.

The following steps must be taken every time you move your equipment to avoid transporting invasive and exotic viruses and species. To the extent practicable, equipment and gear used on infested waters shall not be used on other non-infested waters.

1. **Inspect and remove** aquatic plants, animals, and mud from your equipment.
2. **Drain all water** from your equipment that comes in contact with infested waters, including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps.
3. **Dispose** of aquatic plants, animals in the trash. Never release or transfer aquatic plants, animals or water from one waterbody to another.

4. **Wash your equipment** with hot (>140° F) and/or high pressure water,
- OR -

Allow your equipment to **dry thoroughly for 5 days.**

26. You must supply a copy of this permit to every contractor associated with this project.

FINDINGS OF FACT

1. The Dane County Land & Water Resources Department c/o John Reimer has filed an application for a permit to remove materials from the bed of the Yahara River, in the Town of Pleasant Springs, Dane County, also described as being in Sections 20, 28 and 29, Township 06 North, Range 11 East.
2. The project will consist of the removal of sediment in the Yahara River from Lake Kegonsa to the Luetten Creek confluence. The purpose of the dredging will be to remove accumulated sediment in the river bottom to improve flow and provide long term flood minimization benefits. After obtaining high resolution bathymetry data Dane county estimates the removal will consist of approximately 64,700 cubic yards. Removal of sediment will be performed using both mechanical and hydraulic dredging. Work will commence after the water temperature in the river reaches above 55 degrees Fahrenheit, annually. Sediment removal is anticipated to begin in August 2021 and completed by October 2022.
3. The Department has completed an investigation of the project site and has evaluated the project as described in the application and plans.
4. The Yahara River is a navigable water (and no bulkhead exists at the project site.)
5. The proposed project, if constructed in accordance with this permit will not adversely affect water quality, will not increase water pollution in surface waters and will not cause environmental pollution as defined in s. 283.01(6m), Wis. Stats.
6. The proposed project will not impact wetlands if constructed in accordance with this permit.
7. The Department of Natural Resources has determined that the agency's review of the proposed project constitutes an integrated analysis action under s. NR 150.20(2), Wis. Adm. Code. The Department has considered the impacts on the human environment, alternatives to the proposed projects and has provided opportunities for public disclosure and comment. The Department has completed all procedural requirements of s. 1.11(2)(c), Wis. Stats., and NR 150, Wis. Adm. Code for this project.
8. The Department of Natural Resources has completed all procedural requirements and the project as permitted will comply with all applicable requirements of sections

30.20(2), Wisconsin Statutes and Chapters NR 102, 103, 345, 347 and 500 of the Wisconsin Administrative Code.

The applicant was responsible for fulfilling the procedural requirements for publication of notices under s. 30.208(5)(c)1m., Stats., and was responsible for publication of the notice of pending application under s.30.208(3)(a), Stats. or the notice of public informational hearing under s.30.208(3)(c), Stats., or both. S. 30.208(3)(e), Stats., provides that if no public hearing is held, the Department must issue its decision within 30 days of the 30-day public comment period, and if a public hearing is held, the Department must issue its decision within 20 days after the 10-day period for public comment after the public hearing. S. 30.208(5)(bm), Stats., requires the Department to consider the date on which the department publishes a notice on its web site as the date of notice.

9. The activity will not be detrimental to the public interest because the project proposal has been reviewed and conditioned by this permit to minimize adverse impacts to fish and wildlife habitat, water quality and quantity, navigation, and natural scenic beauty.
 - A. Temporary fishery resource impacts are expected but minimized to the extent possible. The timing restrictions are designed to allow gamefish to migrate and spawn prior to any dredging commencing; population level impacts are not expected. Once completed, the added depth, increased flow and substrate diversity may improve fish habitat within the proposed dredging area. In addition, the Department completed mussel surveys in the fall of 2020 and determined there would be no impacts to any listed mussel species within the project area.
 - B. Wildlife impacts will be avoided since the work will be done in the center of the channel and not in the adjacent riparian zones.
 - C. Water quality impacts are not expected since best management practices for dredging projects are required to be implemented and in place throughout the project to minimize turbidity and off-site sediment migration.
 - D. Natural scenic beauty will not be impacted because this project will not permanently impact the scenic environment.
 - E. Recreation will not be impacted with the dredging being done in half of the channel. No material obstruction to navigation would be present.
10. The activity will not cause environmental pollution as defined in s. 299.01(4).
11. No material injury will result to the riparian rights of any riparian owners of real property that abuts any water body that is affected by the activity.
12. The proposal complies with all of the laws relating to platting of land and sanitation.

CONCLUSIONS OF LAW

1. The Department has authority under the above indicated Statutes and Administrative Codes, to issue a permit for the construction and maintenance of this project.

NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions shall be filed. For judicial review of a decision pursuant to sections 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.

To request a contested case hearing of any individual permit decision pursuant to section 30.209, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources, P.O. Box 7921, Madison, WI, 53707-7921. The petition shall be in writing, shall be dated and signed by the petitioner, and shall include as an attachment a copy of the decision for which administrative review is sought. If you are not the applicant, you must simultaneously provide a copy of the petition to the applicant. If you wish to request a stay of the project, you must provide information, as outlined below, to show that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment. If you are not the permit applicant, you must provide a copy of the petition to the permit applicant at the same time that you serve the petition on the Department.

The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30 day period for filing a petition for judicial review.

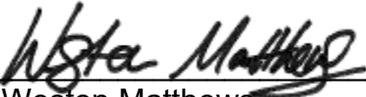
A request for contested case hearing must meet the requirements of section 30.209, Wis. Stats., and sections NR 2.03, 2.05, and 310.18, Wis. Admin. Code, and if the petitioner is not the applicant the petition must include the following information:

1. A description of the objection that is sufficiently specific to allow the department to determine which provisions of this section may be violated if the proposed permit or contract is allowed to proceed.
2. A description of the facts supporting the petition that is sufficiently specific to determine how the petitioner believes the project, as proposed, may result in a violation of Chapter 30, Wis. Stats.;
3. A commitment by the petitioner to appear at the administrative hearing and present information supporting the petitioner's objection.

If the petition contains a request for a stay of the project, the petition must also include information showing that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment.

Dated at Dodgeville Service Center, Wisconsin on 07/27/2021.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
For the Secretary

By  _____
Weston Matthews
Water Management Specialist