

July 2, 1992

GLO65614.EP.RF

Dear RFTP Document Holder:

Subject:

Subcontract Documents for the Onalaska Municipal Landfill Cap Remedial Action

Step 1—Technical Proposal

Enclosed you will find Addendum No. 1 to the Subcontract Documents for the Onalaska Municipal Landfill Cap Remedial Action. The addendum contains additions and/or deletions that are hereby made part of the Subcontract Documents as well as meeting notes and an attendance list from the preproposal meeting.

Easement negotiations at the Onalaska site are ongoing. The U.S. EPA is performing these negotiations. The required easements have not been obtained to date. Since protracted easement negotiations may delay this project, the due date for technical proposals has been extended. Technical proposals will now be received until 5 p.m., local time, **July 31**, **1992**, at CH2M HILL's office at 310 West Wisconsin Avenue, Milwaukee, Wisconsin 53203; Attention: Mr. Robert E. Mason, Telephone: 414/272-2426.

The outcome of the easement negotiations may require that we issue additional addendums to the Subcontract Documents. If you have any questions, please do not hesitate to contact Steve Keith, Bill Hubbard, Mike Paddock, or myself at 414/272-2426.

Sincerely,

CH2M HILL

James B. Russell, P.E.

Landfill Cap Task Manager

eam/GLT316/036.51

**Enclosures** 

Kevin Adler/WAM/U.S. EPA Region 5 (2 copies)

Stephen Nathan/PO/U.S. EPA Region 5

James Willis/CO/U.S. EPA Region 5

Paul Kozol/WDNR (2 copies)

Robin Schmidt/WDNR

Al Sloan/GLO (w/o enclosures)

Bob Mason/GLO

Steve Keith/GLO

Bill Hubbard/GLO

Plan Rooms

BUREAU OF SOLID -HAZARDOUS WASTE MANAGEMENT

Date: July 1, 1992

Project No.: GLO65614.EP.RF

# ADDENDUM NO. 1 TO THE SUBCONTRACT DOCUMENTS FOR THE LANDFILL CAP REMEDIAL ACTION ONALASKA TOWNSHIP, WISCONSIN

# To All RFTP Holders:

The following changes, additions, and/or deletions are hereby made a part of the Subcontract Documents for the Landfill Cap Remedial Action, dated June 1992, as fully and completely as if the same were fully set forth therein:

# A. PREPROPOSAL MEETING

1. Preproposal meeting notes, and the preproposal meeting attendance list are appended hereto as Attachment No. 1.

# B. RFTP DISTRIBUTION LIST

1. A RFTP distribution list, current on the date shown, is appended hereto as Attachment No. 2.

# C. SPECIFICATIONS

- 1. Section 00085, REQUEST FOR TECHNICAL PROPOSAL
  - a. Page 4, 2nd paragraph. In the first sentence delete the date "July 17, 1992" and replace with the date "July 31, 1992."
- 2. Section 01010, SUMMARY OF WORK.
  - a. Page 2, Section 1.4.E.1. In the first sentence delete the date "December 15, 1992" and replace with the date "May 14, 1993."

- 3. Section 01040, COORDINATION AND SITE CONDITIONS.
  - a. Page 1, Section 1.2.B.1. In the first sentence delete the date "December 15, 1992" and replace with the date "May 14, 1993."
- 4. Section 02110, CLEARING, GRUBBING, AND STRIPPING.
  - a. Page 2, Section 3.6.A. Add the following:
    - "B. Alternatively, the Subcontractor may sequence cleared and grubbed material into the landfill cap by chipping branches or woody plants greater than 1 inch in diameter and spreading this material in 1-inch loose lifts beneath the landfill cap rough grading layer. The Subcontractor shall indicate the final disposition of cleared and grubbed material in his Earthwork Balance Submittal, see Section EARTHWORK."
  - b. Page 2, Section 3.7.C. Add the following sentence at the end of this section:
    - "Alternatively, the cut material may be disposed of by chipping branches or woody plants greater than 1 inch in diameter and spreading this material in 1-inch loose lifts beneath the landfill cap rough grading layer.
- 5. Section 02200, EARTHWORK.
  - a. Page 10, Section 3.5. Delete this section in its entirety and replace with the following:
    - "3.5 GROUNDWATER TREATMENT FACILITY AREA GRADING
      - A. Preload the footprint of the clarifier to be constructed by others as shown on the Drawings. The preload shall be constructed to elevation 665 over the highlighted area shown on the Drawings. Slope the sides of the embankment as shown or as required for construction. The preload shall be constructed using granular fill, coarse aggregate, or select backfill material. Place

the preload material in 8-inch maximum loose lifts within the limits shown.

Compaction shall conform to
Section 207.3.6.2 of the Standard
Specifications, Standard Compaction.

Preloading shall not be performed on frozen ground. Strip all frozen materials from within the limits of the preload or as directed by the Contractor. The completed preload embankment shall remain in place for a minimum of 3 days or as directed by the Contractor.

- B. The Subcontractor shall furnish three settlement plates as shown on the attached Drawing. The settlement plates shall be placed within the limits of the preload at locations selected by the Contractor. The Subcontractor shall take elevation readings at these settlement plates prior to constructing the preload embankment, when the embankment is halfway completed, and 1, 2, and 3 days after constructing the preload embankment.
- C. After preloading, excavate to the depths and widths shown. Allow for working space and slopes as shown or required. Do not carry excavations deeper than the elevations shown unless directed by the Contractor. Excavation carried below the grade lines shown or established by the Contractor shall be filled with the same material as specified for the overlying backfill, and compacted as required for such overlying backfill.
- D. After completion of preloading and excavation, and prior to granular fill placement, compact the excavation surface with a 10-ton static weight vibratory smooth drum roller capable of producing a minimum dynamic force of 40,000 pounds. At least four coverages of the roller will be made at an operating speed not to exceed 1.5 miles per hour. Notify the Contractor

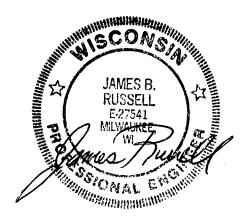
prior to commencement of compacting. If soft or loose zones are found excavate the soft or loose material to a depth accepted by the Contractor, then fill with granular fill. Raise grade under the facilities to be constructed by others using granular fill as shown and as specified for such fill.

- E. Excavation of soft or loose zones, and filling these zones as specified hereinbefore, shall be paid for on a cost reimbursement basis as specified in the GENERAL CONDITIONS, providing the Contractor authorized such overexcavation and replacement filling."
- b. Page 15, Section 3.13. Add the following:
  - "D. Grade with select backfill material outside the limits of granular fill placement in the Treatment Facility area. Compaction of select backfill shall conform to Section 207.3.6.2 of the Standard Specifications, Standard Compaction."
- c. Page 16, Section 3.14. Add the following sentence to the end of the section: "The Subcontractor shall obtain all necessary permits and approvals for discharging excavation water."
- d. Page 19, Section 3.23.A.2. In the sentence beginning with "A plan view . . ." delete the words "for each clay lift placed" and replace with "for each 1-foot clay lift placed."

#### D. DRAWINGS

- 1. Add the attached  $8\frac{1}{2} \times 11$ -inch Drawing labeled Settlement Plate Drawing.
- 2. Sheet 5, Dwg. No. 02-C-06. Replace this sheet with revised Sheet No. 5, appended hereto.
- 3. Sheet 18, Dwg. No. 02-C-16. Replace this sheet with revised Sheet No. 18, appended hereto.
- 4. Sheet 19, Dwg. No. 02-C-16. Replace this sheet with revised Sheet No. 19, appended hereto.

This Addendum was prepared under the direction of:



Date: July 1, 1992

# **Acknowledgment Page**

All Proposers shall acknowledge receipt and acceptance of this Addendum No. 1, by signing in the acknowledgement space provided below and submitting this acknowledgement page with their technical proposal. Proposals submitted without this signed acknowledgement page will be considered informal.

Receipt acknowledged and conditions agreed to this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 19\_\_\_.

Proposer

By

GLT316/037.51

# ATTACHMENT NO. 1

# PREPROPOSAL MEETING NOTES

**CHAM** HILL

TO:

Onalaska Landfill Cap Remedial Action RFTP Document

Holders

FROM:

Jim Russell/CH2M HILL/GLO

DATE:

June 30, 1992

**SUBJECT:** 

Onalaska Landfill Cap Remedial Action

Proposal Meeting

June 24, 1992 1:00 p.m.

PROJECT:

GLO65614.EP.RF

On June 24, 1992, the Onalaska Landfill Cap Remedial Action Preproposal Meeting was conducted at the Onalaska Municipal Landfill Site. The following notes summarize the meeting. The meeting attendance list is also attached.

1:00 p.m.

# **Introductory Remarks**

- Everyone should sign the attendance list.
- General welcome to Subcontractors.
- Introduce CH2M HILL attendees.
- Meeting notes will be taken by CH2M HILL and issued to all planholders.
- Technical Proposals due on July 17, 1992. (Note: Due Date has been extended.)
- Pricing information is not to be submitted with the Technical Proposals.
- Site tour to be conducted by Jim Russell/CH2M HILL.
- Question period to follow site tour.
- Subcontractors to state name and company name when asking questions.

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# 1:15 p.m.

# Site Tour

- Easement negotiations are being performed by the U.S. EPA. The proposed construction staging easement extends about 150-feet south of the access gate and is about 300-feet in width.
- The site access road will be constructed using crushed gravel or crushed stone. The site access road will extend from the construction staging area to the Treatment Facility to be constructed by others.
- Sportsmans Club Road will be improved using crushed gravel or crushed stone.
- The landfill will slope towards the site access road. The toe of the landfill is about 20-feet from the site access road.
- Fencing along the north and south property lines will be removed.
- The existing pole structure will be removed by the Town of Onalaska before the Subcontractor mobilizes.
- The Treatment Facility area will be graded and prepared for construction by the Landfill Cap Remedial Action Subcontractor. Overexcavation and replacement with compacted granular fill to elevation 655 is specified. The Treatment Facility will consist of a process building, aeration tank, stripper tower, and clarifier. These structures will be constructed by others under a separate Subcontract.
- The drum staging area is located south of the Treatment Facility area. The drum staging area chain link fencing will be removed and buried beneath the landfill cap rough grading layer or salvaged by the Subcontractor. Drums within the staging area will be emptied onsite and crushed. Crushed drums will be buried beneath the landfill cap rough grading layer.
- Monitoring wells located onsite will be abandoned or modified per the Monitoring Well Schedule presented on the Demolition Plan. Wells to be abandoned will be removed/sealed as specified and in accordance with the Wisconsin Department of Natural Resources NR 141 regulations.
- The landfill cap will consist of a rough grading layer, geotextile/geocomposite gas collection layer, working surface layer, clay barrier layer, sand drainage layer, cover soil layer, and topsoil and seeding layer. There will be a series of shallow gas collector trenches

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on the landfill, and a relatively deep landfill gas interceptor trench along the perimeter of the landfill.

1:35 p.m.

# Questions

Q1. Rafa Elmajri/OHM Corporation: The plans indicate that there is tree removal. Looking at the site it appears that there are no trees.

Jim Russell/CH2M HILL: Tree clearing will be required along the eastern property edge and within the construction staging area to the south. Additional clearing is shown on the Demolition Plan.

Q2. Rafa Elmajri/OHM Corporation: What is the approximate size of the site?

Jim Russell/CH2M HILL: The landfill cap will cover an area of approximately 8 acres. The entire site is about 11 acres in size.

Q3. Rafa Elmajri/OHM Corporation: Is there any fencing on this project?

Jim Russell/CH2M HILL: There is some existing fencing at the north and south ends of the site which will be removed as part of this Subcontract (new cedar rail fencing will be installed in these same areas as part of this Subcontract).

Q4. Phil Luedtke/Terra Engineering Corporation: Sheet No. 7 notes strip drains every 50 feet. Do the strip drains extend the full length of the landfill cap?

Jim Russell/CH2M HILL: Yes. The strip drains will convey landfill gas to the collector and interceptor trenches. The strip drains are spaced 50-feet apart and will extend the full length of the landfill (i.e., 14 rows on the east and west landfill cap slopes).

Q5. **Vern Sommers/Canonie Environmental:** Must all cleared material be disposed of offsite?

Jim Russell/CH2M HILL: Base your proposal on the requirements in the specifications. Your proposal could include a discussion of alternatives which we would evaluate (Note: Refer to Addendum No. 1 for clarification on the disposal of cleared and grubbed material).

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Q6. Mark Maniaci/Foster Wheeler Enviresponse: How can we bid the clearing and grubbing lump sum if we have to dispose of an unknown quantity of hazardous material?

Jim Russell/CH2M HILL: We don't believe that cleared material would have to be managed as a hazardous waste. Refer to Section EARTHWORK of the specifications for the preparation of an Earthwork Balance Submittal (Note: The Earthwork Balance Submittal is designed to force you to think about the sequencing of cleared, grubbed, stripped or excavated material into the work--Refer to Addendum No. 1 for clarification on the disposal of cleared and grubbed material).

Q7. Mark Maniaci/Foster Wheeler Enviresponse: Will the Landfill Cap Remedial Action Subcontract and Groundwater Remedial Action Subcontract share liquidated damages?

Jim Russell and Bob Mason/CH2M HILL: Each Subcontract will have separate liquidated damages which are independent of each other.

Q8. Tim Shams/St. Joseph Construction: Has the clay source for this project been identified?

Jim Russell/CH2M HILL: No. One potential source of clay has been identified in La Crescent, Minnesota. This source is owned by Mr. William Cornforth. This source was investigated as part of the La Crosse County Landfill expansion by Foth & Van Dyke. A summary of this investigation is presented in Part 7 of the Subcontract Documents. We can't guarantee that this source will meet the specified requirements. The Subcontractor is responsible for obtaining the specified material and is encouraged to evaluate/test sources other than the Cornforth source.

Q9. **Phil Luedtke/Terra Engineering Corporation:** Will the surface restoration (e.g., topsoil, seeding, and planting) portion of this work require 40-hour health and safety trained personnel?

Jim Russell/CH2M HILL: I am not sure. My interpretation would be that surface restoration would involve the handling of "clean" materials. Whether or not 40-hour health and safety trained personnel are required would depend upon your interpretation of the regulations. In addition, the types of other activities being performed onsite during restoration would have to be considered (Note: The Subcontractors will need to address this and other health and safety issues in their site specific health and safety plan--See Section COORDINATION AND SITE CONDITIONS).

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Q10. Phil Luedke/Terra Engineering Corporation (written question): Is there site access available from the north?

Jim Russell/CH2M HILL: The U.S. EPA is negotiating for a 75-foot wide easement along the western edge of the landfill (see Sheet No. 3). Site access will be available from County Highway Z, at the north end of the site, along this easement and/or across the landfill cap property.

# **General Comments**

- Jim Russell and Steve Keith/CH2M HILL: No water is available at the project site. No wells are allowed on site for obtaining water. Water for this work will need to be imported.
- Steve Keith/CH2M HILL: The Groundwater Remedial Action Subcontract will lag behind the Landfill Cap Remedial Action Subcontract by about 3 months. Request for Technical Proposal (RFTP) Documents for the Groundwater Remedial Action Subcontract should be distributed in August or September (Note: Look for an advertisement in the CBD and Western Builder in the next few months).
- Jim Russell/CH2M HILL: Coordination between the Landfill Cap Remedial Action Subcontractor and the Groundwater Remedial Action Subcontractor is critical (Note: e.g., sharing of the construction staging area, decontamination pad, site access roads, etc.).

GLT316/032.51

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# PREPROPOSAL MEETING ATTENDANCE LIST LANDFILL CAP REMEDIAL ACTION ONALASKA TOWNSHIP, WISCONSIN JUNE 24, 1992

Name (Pls. Print)	6 mpany	tel-number
MARK MANIACI	Foster Wheeler	816-221-3020
KEN GRAMS	HITECH REMEDIATION	616-982-1660
BOB MURTIN	GEO-CON	708-335-4040
Michael Alexander	Williams Environmental server	
LARRY PArticH	HERITAGE	708 -378-1600
Kevin HOHMAN	ITCORP	412-243-3230
Bu Meyer	AWO TECH.	412-783-2717
Sob Welch	Kelchner Environmental	(513) 434-1334
PHIL MAZOR	CHEMICAL WHSTE MGT	(704) 361-7540
VERN A SOMMERS	CANONIE ENVR SORV COL	219 926-8651
Gary J. DEIGAN	WESTON	708 918-4000
Doug Newman	ENSR Remodation low	_
Jim GRIBERR	GAPLURATION TOUR. INC	· ·
RAFA ELMADRI	OHM REMEDIATION SERVICES	612-531-0987
. /-	MENUTY TRUCKING + EXC.	715-284-2262
<del></del>	St. Joseph Const	602-782-1565
	TERED ENG. & CONST.	608-221-3501
Λ., .	Twin City Testing	608 781- 5330
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attn: Jim Grieger	Madison, Wi.	608-258-9069 - FAX	
	53715		
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attn: Don Enanson	Winona, MN.	507-454-6318 - FAX	
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Inc.	Waukesha, Wi.	414-521-2471 - FAX	
attn: Ed Zyga	53186	3	
ENSR Remediation and	3000 Richmond Avenue	713-520-9030	44
Construction	Suite 200	713-520-5952 - FAX	
attn: Roger Brady	Houston, TX.		
	77098	3	
Perland Environmental	8 New England Park	617-270-9888	45
attn: Tom Abdella	Executive Park	617-270-6853 - FAX	
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Hi-Tech Remediation Ltd.	308 Main Street	616-982-1660	47
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attn: Jim Higgins	Missoula, MT.	406-523-1182 - FAX	
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Dataco, Inc.	821 Old Orchard Road	513-231-6133	50
attn: J.David Kegg	Cincinnati, OH.	513-231-7868 - FAX	
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Williams Environmental Services	2076 W. Park Place Stone Mountain, GA.	404-498-2020 404-498-6258 - FAX	51
attn: Brett Burgess	30087		
ditir. Drott Daigess	00007		
Qualtec, Inc.	525 N. Sam Houston Pkwy.	713-448-4812	52
attn: Ms. DeAaon H. Pierce	E. #165	713-448-4208 - FAX	
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Atec Associates, Inc.	5150 E. 65th Street	317-849-4990	53
attn: Rose Ann Haroed	Indianapolis, In.	317-849-4278 - FAX	
	46220	·	
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Innovative Services	5033 Transit Road	716-681-3535	54
International Inc.	Depew, NY.	716-681-5889 - FAX	
attn: Gene Manning	14043		
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Roy F. Weston, Inc. attn: Mr. William C. Dowd	Three Hawthorne Parkway Suite 400	708-918-4063	- 55
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attn: Doug Frick	Monroeville, PN	412-373-7135 - FAX	
	15146		
Warzyn	1 Scenic Court	608-231-4747	58
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Encore	12021 Lakeland Park Blvd.	504-756-2555	59
attn: Greg Cheveallier	Baton Rouge, Louisiana	504-756-2562 - FAX	
	70809		
Inequip Assoc., Inc.	1300 Old Chain Bridge Road	703-442-0143	60
attn: Mr. Bernardeau	Suite 3	703-442-0188 - FAX	
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attii. George Oipov	Winona, MN.		
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Groundwater Control	P.O. Box 60218	904-783-2411	62
attn: Gary Wilkins	Jacksonville FI.	904-695-0881 - FAX	
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MotorDro Supplies	15801 W. 78th Street	612-937-9666	63
WaterPro Supplies attn: Doug Randall	Eden Prairie, MN.	612-937-9000 612-937-8065 - FAX	03
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atti. Nobelt L. Zeili	00400		
International Technology Corp. attn: Rebecca J. Bogart	11499 Chester Road Cincinnati, OH. 45246	513-782-4600	71
TCT - St. Louis attn: Julie A. Hecht	1908 Innerbelt Business Center Drive St. Louis, MO.	314-426-0880 314-426-4212 - FAX	72
	63114-5700		

720 Westminster Denton, TX. 76205 600 South Cherry, Street Guite 235 Denver, CO. 80222	817-383-1400 303-333-4203 303-333-7590 - FAX	COPY # 73
Denton, TX. 76205 600 South Cherry, Street Guite 235 Denver, CO.	303-333-4203	73
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Suite 235 Denver, CO.		
Denver, CO.	303-333-7590 - FAX	74
80222	000-000-7000-17-00	
33 West 195th Street Glenwood, IL. 60425	708-709-0333 708-709-0338 - FAX	75
241 Winpark Drive	612-593-9119	76
New Hope, MN. 55427	612-593-9476 - FAX	
P.O. Box 1 Saranac, MI. 48881	616-642-9415 616-642-9909 - FAX	77
3013 Reth-Rath Pike	215-837-8523	78
P.O. Box 98 Bath, PA.	215-837-6923 - FAX	
18014		
RR1 Box 44 Yankton, SD 57078	605-665-1612	79
2860 West Cedar Drive	303-989-5159	80
Suite 208 _akewood, CO. 80228-1971	303-980-6157 - FAX	
353	P.O. Box 1 Garanac, MI.  48881  0013 Beth-Bath Pike P.O. Box 98 Bath, PA.  18014  RR1 Box 44  Yankton, SD  57078  2860 West Cedar Drive Guite 208 Lakewood, CO.	P.O. Box 1 Garanac, MI.  616-642-9415 616-642-9909 - FAX  48881  6013 Beth-Bath Pike P.O. Box 98 P.O.

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Miller Engineers & Scientists	5308 S. 12th Street	414-458-6164	81
attn: Linda Henderson	Sheboygan, WI. 53081	414-458-0369 - FAX	
GS&L Mech. Construction Inc.	Box 2609	1-800-373-2776	82
attn: Walter Simmon	Pensicola, FL 32503	904-439-1479 - FAX	
WW Engineering & Science	5555 Glenwood Hills Pkwy. SE		83
attn: Dawn Popma	Grand Rapids, MI 49512	616-942-6499 - FAX	
AA Environmental	P.O. Box 972 176th & Route 6		84
attn: Mark Schiefelbein	Orland Park, IL. 60462	708-479-4956 - FAX	
ATEC Associates Inc.	2646 Highway Ave	219-972-5252	85,86
attn: Howard Scheuner ** 2 SETS **	Highland, IN. 46322	312-375-8649 - FAX	
McNulty Trucking & Excavating	536 N. Roosevelt Rd	715-284-2262	87
attn: Mike McNulty	Black River Falls. WI. 54615	715-284-2545 - FAX	
Foster Wheeler Enviresponse attn: Don Treleuse	2800 Rockcreek Parkway Suite 700	816-221-3020 816-221-3820 - FAX	88
	North Kansas City, MO. 64117		
McLaren/Hart	25 Independence Boulevard	908-647-8111	89
attn: Dan Schaffer	Warren, NJ 07059	908-647-6917 - FAX	
Hess & Hess Constr. Inc.	3819 Duck Creek Drive	209-942-1818	90
attn: Fay Williams	Stockton, CA 95215	209-948-8724 - FAX	

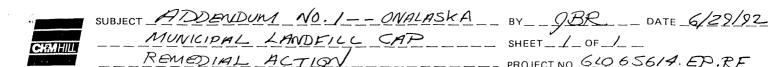
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Laidley Environmental Consisse	002 Courth Main Street	414 284 2427	
Laidlaw Environmental Services attn: Rita L. Theis	902 South Main Street P.O. Box 140	414-284-3427 414-284-0018 - FAX	91
attii. Nita L. Tileis	Saukville, Wl.	414-284-9754 - FAX	
	53080-014		
Canonie Environmental	800 Canonie Drive	219-926-8651	92
Services Corp	Porter, IN.	219-926-7169 - FAX	
attn: Charles Rives	4630	04	
Kimmins International	1501 2nd Avenue	813-248-3878	93
attn: Colleen Camp	Tampa, FL.	813-247-0183 - FAX	93
attii. Ooliceli Gallip	3360		
U.S. Pollution Control, Inc.	5665 Flatiron Parkway	303-938-5500	94
attn: Proposal Coordinator	Boulder, CO		
	8030	01	
MK Environmental	4500 W/ 3rd Street	210-523-5286	95
attn: John Johnson	Oleverand, OH	216-523-5401 - FAX	
	441	13	
Riedel Environmental	18207 Edison Avenue	314-532-7660	96
Services Inc.	Chesterfield, MO.	314-536-1655 - FAX	
attn: Mr. Michael M. Noble	6300	05	
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Glawe Inc.	1010 U.S. 23 North	517-356-3448	97
	Alpena, MI	517-356-3628 - FAX	
	4970	07	
Engatoch Inc	7040 A L Deixe	040 707 0000	
Ensotech Inc.	7949 AJ Drive	818-767-2222	<u> </u>
attn: Sonya Walia	Sun Valley, CA.	818-768-7510 - FAX	98
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Eder Associates	8000 Excelsior Drive	608-836-1500	99
attn: Bob Trefz	Madison, WI.	608-831-317 - FAX	
	53717-1914		
Heritage Environmental Services	1319 Marquette Drive	708-378-1600	100
attn: Dave Wheeler	Romeoville, IL.		
	60441		
Twin City Testing Corporation	2345 Commerce Drive	414-789-7800	101
attn: Patrick Murray	New Berlin, WI.	414-789-7788 - FAX	
-	53151		
Kelchner Environmental	6834 Loop Road	513-434-1334	102
Excavators	Centerville, OH	513-434-3807 - FAX	102
attn: Margaret Kramaric	45459		
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Heliad Otataa Farianaanada	D O D 4445	040 054 0550	400
United States Environmental Services Inc.	P.O. Box 1115 Coffeyville, Kansas	316-251-9552	103
attn: John R. Keith	67337	7	
attii. Joini IV. Keitii	07337		
Canamer International	126 N. Baker Street	507-452-1700	104
attn: John Kanthack	Winona, MN.	507-452-1784 - FAX	
	55987	/	
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Layne Northwest Co.	W22N5005 DuPlainville Rd.	414-246-4646	105
attn: Joseph Sopko	Pewaukee, Wi.	414-246-4784 - FAX	
	53072	2	
	0500	710 000 7050	100
Thermocor Corporation attn:Rob Larose	256 3rd. Avenue	716-282-7252	106
aunikon Larose	Niagaria Falls, NY.	716-282-3598 - FAX	
	14303		

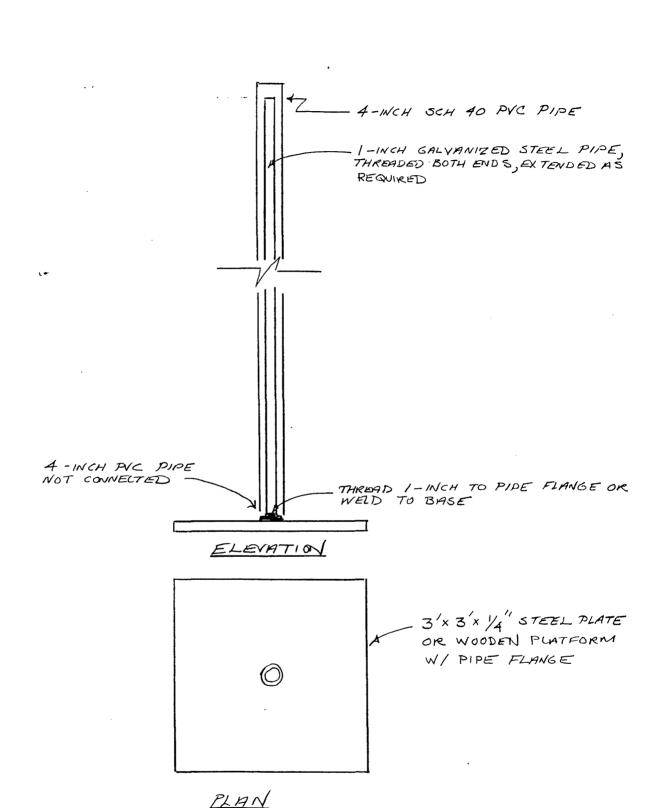
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St. Joseph Construction				
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Attn:Tim Shams		MAILING ADDRESS	TELEPHONE #	COPY#
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Attn:Tim Shams	St. Jacob Construction	D4 4	600 700 1565	107
Marino Construction		L		107
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Marino Construction         4340 E. Oakwood Road         414-768-7900           attn: Richard Siemers         P.O. Box 266         414-768-5907 - FAX           Oak Creek, WI.         53154           Organic Waste Technologies         7550 Lucerne Drive Suite 110         216-891-0300           attn: Vince Little         Cleveland, OH.         216-891-8288 - FAX           National Seal         1245 Corporate Blvd Suite 300         1-800-323-3820           Aurora, IL.         60505           VanHenkelum Engineering         545 Bay View Road-Suite C           Mukwonago, WI.         53149           La Gay Trucking         2930 W. Burleigh Street           attn: Flo Hicks         Milwaukee, WI.           IT Corporation         333 Pierce Road-Suite 200           attn: Jeff Prochaska         Itasca, IL.           OBG Technical Services         5000 Britton Field Parkway           attn: Sam Gleason         Syracuse, NY.		0,001	(lax # the same)	
attn: Richard Siemers				
Oak Creek, WI.    53154				108
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Organic Waste Technologies attn: Vince Little Cleveland, OH. 216-891-0300				
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National Seal 1245 Corporate Blvd Suite 300 1-800-323-3820 attn: Rita Marbo Aurora, IL. 60505				109
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		5000 Britton Field Parkway		114
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T.J. Lambrecht Construction	Route 30 - Gougar Road	815-726-7722	115
attn: James Hadley	Juliet, IL.	815-727-6421 - FAX	
	60432		
Millgard Environmental	12822 Stark Road	313-261-9760	100
attn: William J. Newman	P.O. Box 2248	313-261-7417 - FAX	(duplicate)
	Livonia, MI, 48151		(# used)
	40101		
	004511-11-11-01-5-0-5	745.004.0004	
EauClaire-Chippewa Falls	2645 Harlem St. P.O. Box 3003	715-834-2934	116
Builders Exchange **not a subcontractor	EauClaire, WI. 54702	715-834-3590 - FAX	
Hot a subcontractor	34702		
	5400 Til 1 01 1 1045	4 000 000011110	445
Sprung Instant Structures, Inc. attn: John Bergin	5100 Tilghman Street #215 Allentown, PA.	1-800-6SPRUNG 215-391-9553	117
atti. John Bergin	18104-9102	215-391-9555 215-391-0669 - FAX	
	10104-0102	213-331-0003-1777	
S.E.A	485 Massachusets Avenue	617-498-4616	118
attn: Bruce Haskell	Cambridge, MA.	617-497-7709 - FAX	
atti. Brado i jadicii	02139	017 107 7700 1700	•
LaCrosse Builders Exchange	308 Buchner Place	608-782-2476	119
attn: Joan P. Everson	P.O. Box 875	608-782-1432 - FAX	
**not a subcontractor	LaCrosse, WI.		
	54602		
Ironhorse, Inc.	1111 Brickyard Road Suite 202	801-486-1885	
attn: Frank Dorman	Salt Lake City, UT.		120
	84106		
OHM Corporation	5010 Hillsboro Avenue North	612-531-0987	121
attn:Rafa Elmajri	New Hope, MN.	612-531-0986 - FAX	121
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Foster Wheeler Enviresponce,		2800 Rockcreek Parkway		816-221-3020	122
Inc.	1	Suite 700		816-221-3820 - FAX	
attn: Mark Maniaci		North Kansas City, MO.			
		64117			
Sierra Evnironmental, Inc.		4041 Martel Road		313-389-5345	123
attn: Austin Marshall		Melvindale, MI.	-	313-389-5346- FAX	123
attii. Austiii iviaisiiaii		48122	-	313-309-3340- FAX	
					124
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EXTRA COPIES Company Name		Mailing Address		Telephone #	Сору #
Phil Kutz/CH2M-Hill		GLO			Extra-1
John Eskelin/CH2M-Hill		Seattle			Extra-2
					Extra-3
					Extra 4
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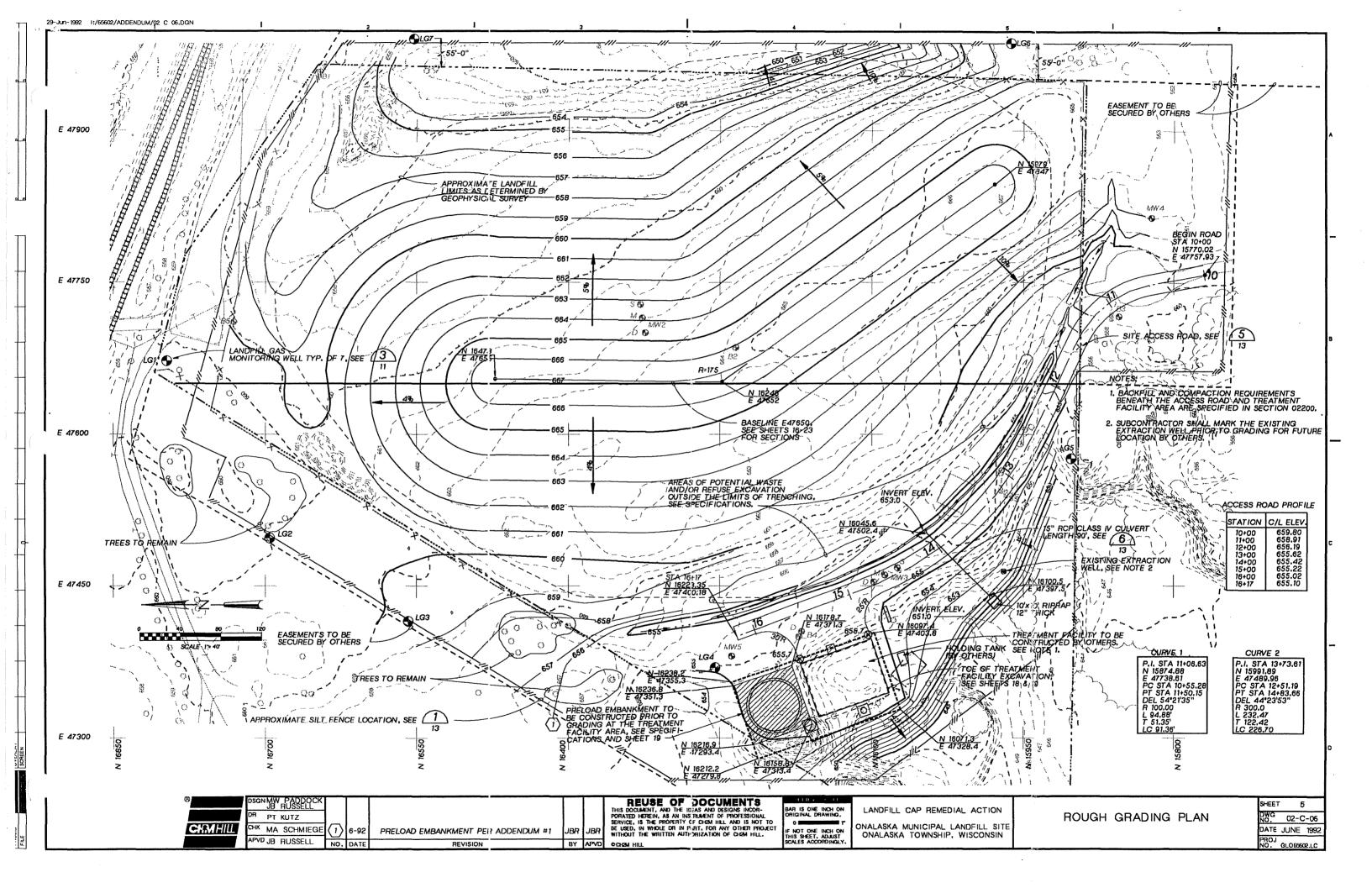


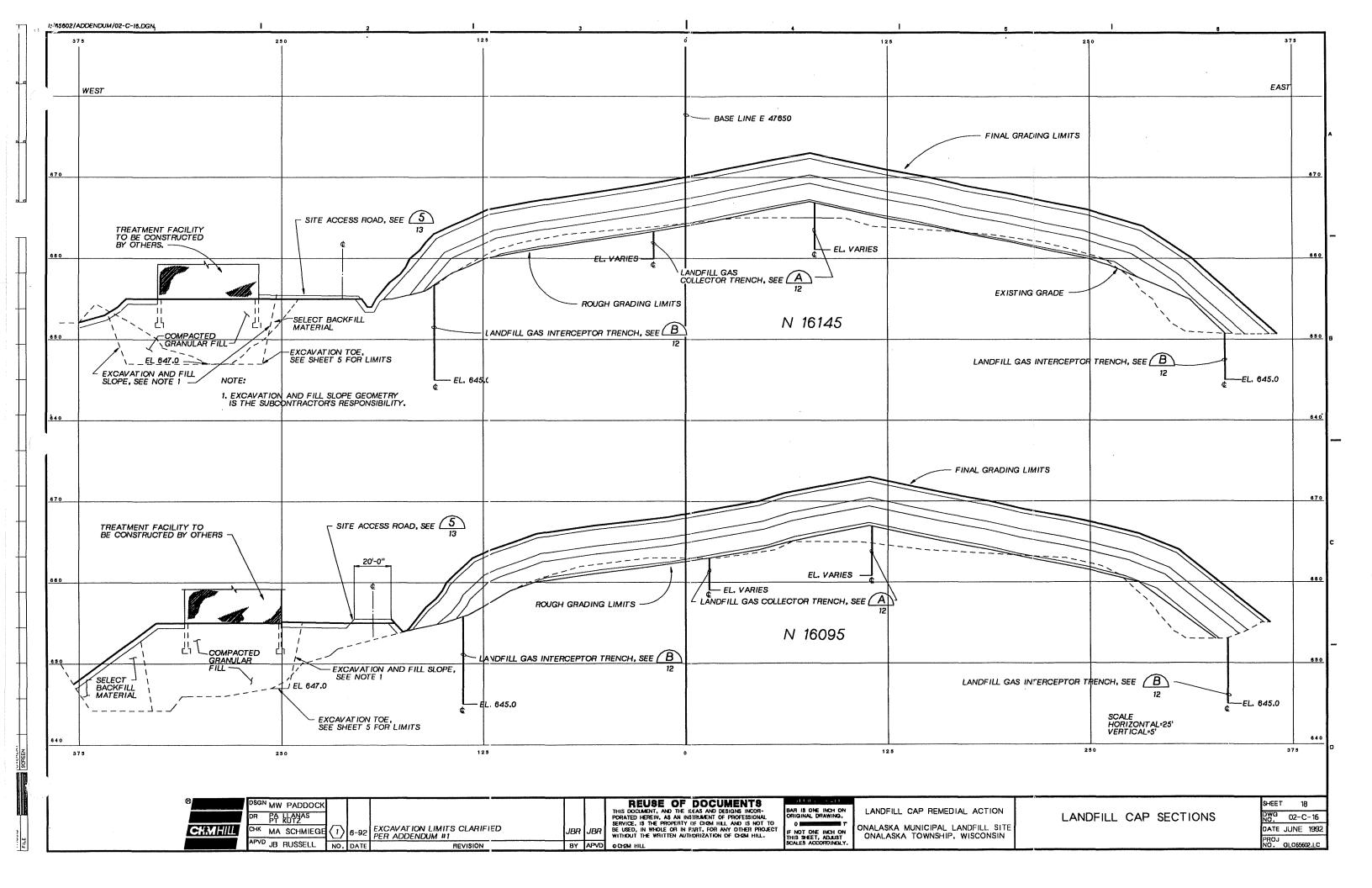
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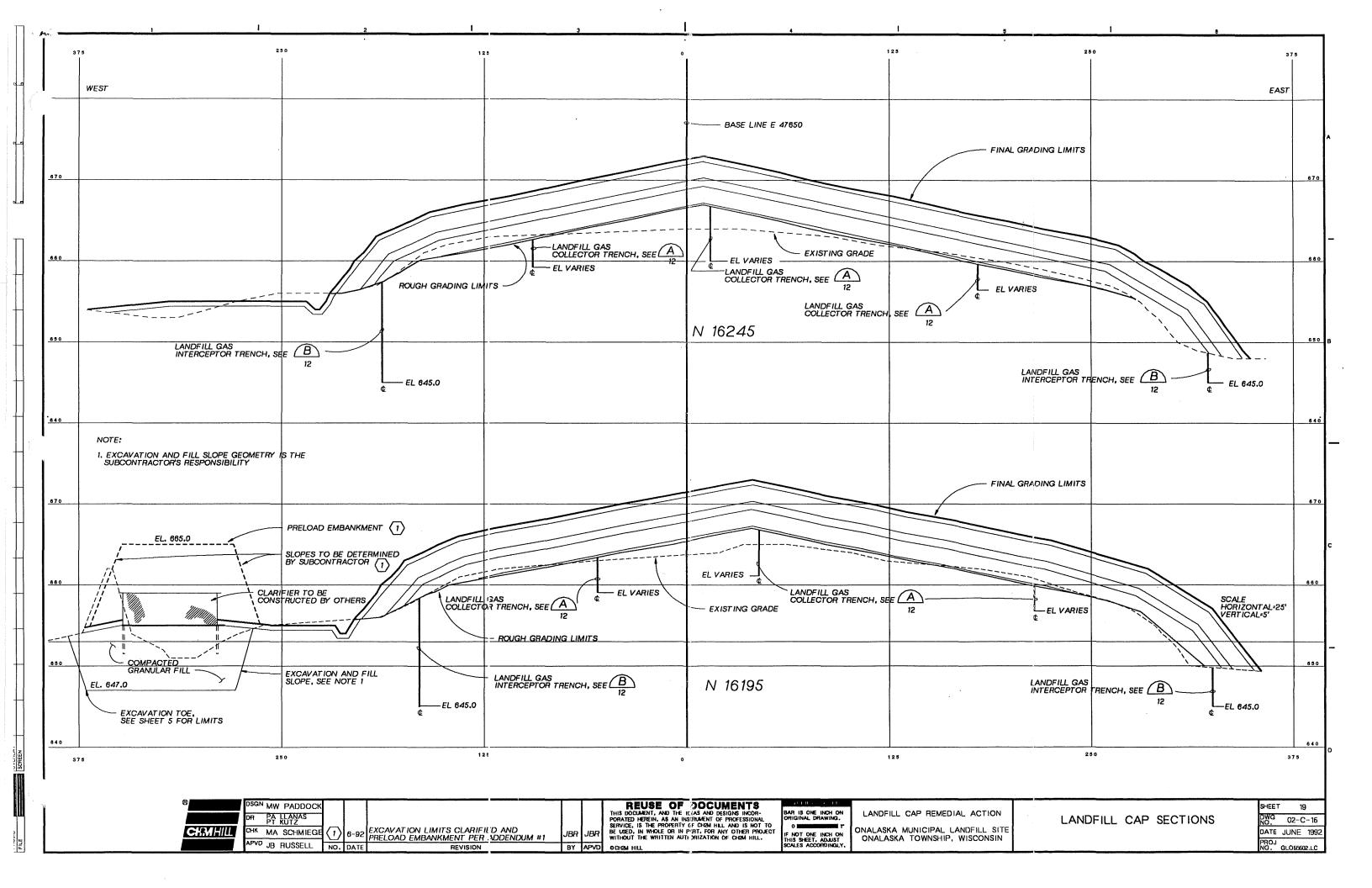
1. A-INCH SCH 40 PVC PIPE SHALL EXTEND A MINIMUM OF 1-FOOT ABOVE THE TOP OF THE PRELOAD EMBANKMENT.

# SETTLEMENT PLATE DRAWING

		<i></i>







Copy No. /S October 26, 1992

# ADDENDUM NO. 2 TO THE SUBCONTRACT DOCUMENTS FOR THE LANDFILL CAP REMEDIAL ACTION ONALASKA TOWNSHIP, WISCONSIN

# To All Bidders:

The following changes, additions, and/or deletions are hereby made a part of the Subcontract Documents for the Landfill Cap Remedial Action, dated June 1992, as fully and completely as if the same were fully set forth therein:

#### A. BID DUE DATE

Sealed Bids for the construction of the Onalaska Landfill Cap Remedial Action will be received by CH2M HILL Central, Inc., the "Contractor," at 310 West Wisconsin Avenue, 7th Floor, Suite 700, Milwaukee, Wisconsin 53201-2090, until 4:00 p.m. CST on November 20, 1992. Bids and all attachments provided for in the INSTRUCTIONS TO BIDDERS shall be directed to the attention of Mr. William V. Hubbard and shall be submitted sealed and in the appropriate envelope provided by the Contractor.

Bids shall be based on the Subcontract Documents and subsequent addenda as provided. Any alternatives, omissions, substitutions, exceptions, or deviations to the specifications or contract language may be considered nonresponsive.

# B. PART 1, STEP 2

Replace this section in its entirety with the section appended hereto as Attachment No. 1. This includes the INSTRUCTIONS TO BIDDERS, REPRESENTATIONS AND CERTIFICATIONS, BID, and WISCONSIN BID BOND.

# C. PART 2, SUBCONTRACT FORMS

Replace this part in its entirety with the section appended hereto as Attachment No. 2. This includes the AGREEMENT, the WISCONSIN PERFORMANCE BOND, and the WISCONSIN PAYMENT BOND.

# D. PART 3, GENERAL CONDITIONS

# 1. Article 14.1 PAYMENT FOR CHANGE ORDERS

Replace the paragraph "(a) UNIT PRICES" with the following paragraph:

a. Unit Prices (Based on FAR 52.212-11)

If the quantity of a unit-priced item in this subcontract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the subcontract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Subcontractor may request, in writing, an extension of time, to be received by the Contractor (CH2M HILL) within 10 days from the beginning of the delay, or within such further period as may be granted by the Contractor (CH2M HILL) before the date of final settlement of the subcontract. Upon the receipt of a written request for an extension, the Contractor (CH2M HILL) shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Contractor (CH2M HILL), is justified.

# E. PART 3, SUPPLEMENTARY CONDITIONS

1. Clause No. 13.

Insert Clause No. 13 of the SUPPLEMENTARY CONDITIONS as "Article 12.11 PERFORMANCE OF THE WORK BY THE SUBCONTRACTOR" in the GENERAL CONDITIONS.

# F. Part 4, SPECIFICATIONS

1. Section 01040, COORDINATION AND SITE CONDITIONS, paragraph 1.2.B.1.

Change date in first sentence from "December 15, 1992," to "May 14, 1993."

- 2. Section 01500, CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS
  - a. Paragraph 3.1.D.2. Add the wording: "with hot and cold water capability" to the end of the second sentence.
  - b. Article 3.1.D. Add paragraph 3.1.D.4 as follows:

"The Subcontractor shall provide two chemical toilets for the Contractor's use and provide regularly scheduled maintenance service for the toilets, as required in paragraph 1.4.E. Sewage, of this specification section."

c. Paragraph 3.3.B. Add paragraph 3.3.B.e as follows:

"Four 'SLOW TRUCK TRAFFIC AHEAD' signs, located along State Highway 53/35, size 48 inches by 48 inches, placed in conspicuous locations, approximately 500 feet apart, in advance of the Subcontractor's proposed haul route access point, and facing approaching traffic.

d. Article 4.1, GENERAL, Item A. Add the following paragraph:

"Payment for Item (3), SECURITY GUARD, in the BID, will require that a certified payroll be submitted with each progress payment application, to verify the hours the security guard worked. The certified payroll must be in accordance with the GENERAL CONDITIONS.

3. Section 02110, CLEARING, GRUBBING, AND STRIPPING

Article 3.7 STRIPPING, Item A.

Delete the last sentence, starting with "The exact depth...".

- 4. Section 02200, EARTHWORK
  - a. Article 1.4, IMPORTED MATERIAL ACCEPTANCE

Add paragraph 1.4.A.4. as follows:

- "4. Imported materials are not to be derived from a new bluff source, i.e., a bluff that is developed as a borrow source after the submission of the BID. Materials obtained from bluff sources that have been developed or are in the process of development at the time of the submission of the BID will not be rejected on the basis of this requirement."
- b. Article 2.7, SAND DRAINAGE LAYER MATERIAL

Delete paragraph A in its entirety and replace with:

"A. Natural sand, manufactured sand, or a combination thereof conforming to the gradation requirements presented below and having an inplace permeability of  $1 \times 10^{-3}$  cm/s or greater when compacted to 85 percent relative compaction.

Sieve Size	Percent Passing by Weight
No. 4	100
No. 10	90-100
No. 20	70–100
No. 40	20-70
No. 100	0-20
No. 200	0-2

- c. Add the following to the end of Subsection 3.11 SAND DRAINAGE LAYER PLACEMENT:
  - "E. Sand drainage layer material may be furnished by others through a separate dredge supply contract by the WDNR from a source in the Dodge Chute west of the site. If material is furnished by others, material will be stockpiled at the location shown on the Drawings by others. If this material meets the requirements specified herein, the Subcontractor shall haul material from the stockpiled location for placement as specified.

After award of subcontract, Subcontractor shall inform Contractor, in writing, at least 30 days prior to issuing documents to procure imported sand drainage layer material. Contractor will inform Subcontractor within 30 days of receiving these documents whether or not material will be furnished by others. If the sand drainage layer material will not be furnished by others, Subcontractor shall proceed with procuring the material from sources selected by the Subcontractor. If the material will be furnished by others, Subcontractor shall cease procurement efforts for the material.

Subcontractor shall indicate on the Overall Construction Schedule the date the sand drainage layer material must be available for Subcontractor's use.

- d. Add the following to the end of Subsection 4.1 PAYMENT:
  - "C. If the Sand Drainage Layer material is furnished by others, as directed by the Contractor, payment will be made at the appropriate unit price bid item under Earthwork in the bid schedule. However, the extended total for this bid item will not be included in the total sum of the extended unit price items and lump sum items.

# G. DRAWINGS

Replace Drawing No. 02-C-05 with revised Sheet No. 4, Attachment No. 3 to Addendum No. 2.

The following provides a listing of changes made to the revised sections of STEP 2 of the Subcontract Documents, that are included as part of this addendum:

1. Section INSTRUCTIONS TO BIDDERS:

Page 2, Article 3 BID FORM. Replaced (g) with the following:

"Any bid that contains alternatives, substitutions, exceptions, deviations, omissions, alterations, or additions of any kind; . . ."

Page 3, Article 5 SUBMISSION OF BIDS. Added an eighth bullet as follows:

Escrow Documents"

Page 5, Article 8 AWARD OF SUBCONTRACT. Replaced "45 days" with "60 days."

Page 5, Article 9 BONDS, INSURANCE AND INDEMNIFICATION. Last line had "5 days" changed to "10 days."

Page 5, Article 8(g), last line, the word "reward" changed to "award."

Page 6, Article 10, SIGNING OF AGREEMENT. Has been revised to read as follows:

When the Contractor gives a Notice of Award to Successful Bidders, it will be accompanied by the appropriate documents. Within 10 days thereafter, the Subcontractor shall deliver the appropriate documents with the required Bonds and Insurance Certificate. Within 10 days thereafter, the Contractor shall sign the Agreement (previously signed by the Subcontractor and submitted with the Bid) and deliver two fully executed copies to the Subcontractor.

#### 2. Section BID

Page 1, Article 3.A. Changed completion date to May 14, 1993.

Page 1, Article 2. Added the sentence: "Notice to proceed will be issued no later than March 1, 1993, provided that the required submittals are acceptable to the Contractor."

Page 2, Article 6. Changed the completion date for access road and decontamination pad to May 14, 1993.

Bid item No. (3), Security Guard. Was revised as indicated.

Bid item No. (7) CLEARING, GRUBBING, AND STRIPPING. Deleted wording in third line "and as directed by the Contractor."

This Addendum was prepared under the direction of:

Date: Octobe 26, 1992

# ATTACHMENT NO. 1

TO

ADDENDUM NO. 2

### INSTRUCTIONS TO BIDDERS

These INSTRUCTIONS TO BIDDERS are to be used during Step 2 of the Two-Step sealed bidding procedure for the work at the Onalaska Municipal Landfill site. Offerors whose technical proposals were determined acceptable by CH2M HILL, during Step 1 of the bidding procedures, have been requested to submit sealed bids during Step 2.

Terms used in these Instructions to Bidders are defined in the General Conditions of the Subcontract.

### 1. BID SECURITY

- (a) Each Bid must be accompanied by a Bid security made payable to the Contractor in an amount of 10 percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of the "Performance and Payment Bonds" article of the General Conditions.
- (b) The Attorney-in-Fact (resident agent) who executes this bond in behalf of the Surety must attach a notarized copy of its power-of-attorney as evidence of its authority to bind the Surety on the date of execution of the bond.
- (c) The Bid security of the successful Bidder will be retained until such Bidder has furnished the required Subcontract security, whereupon the Bid security will be returned. If the successful Bidder fails to furnish the required Subcontract security within 5 days after the Notice of Award, the Contractor may terminate the Subcontract for default and the Bidder will be liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference. In the event of failure of the lowest responsible Bidder to provide the required documents within the time specified, the Contractor may award the Subcontract to the next lowest responsible Bidder. The Bid security of other Bidders whom the Contractor believes to have a reasonable chance of receiving the award will be retained by the Contractor (CH2M HILL) until the earlier of the 10th day after the Effective Date of the Agreement or the 70th day after the Bid opening, whereupon the Bid security furnished by such Bidders will be returned.

# 2. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Subcontract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items: Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Subcontractor if acceptable to the Contractor, application for such acceptance will not be considered by the Contractor until after the Effective Date of the Subcontract. The procedure for submittal of any such application by the Subcontractor and consideration by the Contractor is set forth in the General Conditions and may be supplemented in the General Requirements.

### 3. BID FORM

- (a) The Bid price shall include all costs, including sales taxes, permit fees, etc. required to be paid by the Subcontractor, to perform the Work required by the Subcontract documents.
- (b) All blanks on the Bid Form must be completed in ink or by typewriter.
- (c) Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary.
- (d) Bids by partnerships must be executed in the partnership name and signed by a partner.
- (e) No changes shall be made to the Bid Forms.
- (f) If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power of attorney must be on a file with the Contractor prior to opening of Bids, or submitted with the Bid.
- (g) Any bid that contains alternatives, substitutions, exceptions, deviations, omissions, alterations, or additions of any kind; or prices not called for (other than alternate pricing if allowed by this solicitation); or contains any prices which are unbalanced, shall be considered to be nonresponsive.

## 4. BIDDER'S DECLARATION AND UNDERSTANDING

- (a) The undersigned, hereinafter called the Bidder, or Offeror declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the EPA or the Contractor and that the Bid is made without any connection or collusion with any person submitting another Bid on the Subcontract.
- (b) The Bidder further acknowledges that it has satisfied itself as to the nature and location of the Work; the general and local conditions; particularly those bearing upon availability of transportation, access to the site, disposal, handling and storage of materials; availability of labor, water, electric power and roads; uncertainties of weather, river stages, or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed prior to and during the execution of the Work and all other matters that can in any way affect the Work or the cost thereof under the Subcontract.
- (c) Bidder is required to submit to the Contractor its federal income tax identification number or social security number
- (d) The Contractor assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Subcontract, unless (1) such representation is expressly stated in the Subcontract and (2) the Subcontract expressly provides that the responsibility is assumed by the Contractor.

(e) Bidders must provide full, accurate, and complete information in accordance with FAR 52.214-4 as required by this solicitation and its attachments. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

## 5. SUBMISSION OF BIDS

Bids shall be submitted on the Bid Forms provided herein intact with the Subcontract Documents and shall be enclosed in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid security and other required documents. The following items shall be completed and submitted with the Bid:

- Federal Income Tax Identification Number
- Acknowledgement of all Addenda
- Representations and Certifications
- Completed Bid with affidavit with all pricing and Subcontract Documents intact
- Bid Security
- Signed Agreement
- Completed Special Attachments A and B
- Escrow Documents

# 6. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWAL OF BIDS (FAR 52.214-7)

- (a) Any Bid received at CH2M HILL's office after the exact time specified for receipt will not be considered unless it is received before award is made and it--
  - (1) was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of Bids (e.g., a bid submitted in response to a solicitation requiring receipt of Bids by the 20th of the month must have been mailed by the 15th);
  - (2) was sent by mail or, if authorized by the solicitation was sent by telegram or via facsimile, and it is determined by the Contractor that the late receipt was due solely to mishandling by the Contractor after receipt at the Contractor's office; or
  - (3) was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and U.S. Federal holidays.
- (b) Any modification or withdrawal of a Bid is subject to the same conditions as in paragraph (a) of this provision.
- (c) The only acceptable evidence to establish the date of mailing of a late Bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped,

or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, Bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

- (d) The only acceptable evidence to establish the time of receipt of the Bid at the CH2M HILL office is the time/date stamp of that office on the Bid wrapper or other documentary evidence of receipt maintained by the Contractor.
- (e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- (f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful Bid that makes it terms more favorable to the Contractor (CH2M HILL) will be considered at any time it is received and may be accepted.
- (g) Bids may be withdrawn by written notice or by telegram (including mailgram) received at any time before the exact time set for receipt of Bids. If the solicitation authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision entitled "Facsimile Bids." A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

# 7. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance for 60 days after the day of the Bid opening, but the Contractor may, in its sole discretion, release any Bid and return the Bid security prior to that date.

# 8. <u>AWARD OF SUBCONTRACT</u>

(a) If an award is made by the Contractor, a written notice of award to the selected Bidder will be mailed or delivered to the office designated in the bid within the time for acceptance specified. The award will be made on an "all or none" basis to that Bidder which submits the lowest cost, responsive, and responsible bid, which in the Contractors's sole and absolute judgment will best serve the interests of the Contractor and EPA. The Contractor reserves the right to reject any and all Bids; to waive any and all informalities not involving price, time or changes in the Work; and

the right to disregard all nonconforming, nonresponsible, unbalanced, or conditional Bids. The Contractor also reserves the right to reject the Bid of any Bidder if the Contractor believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Contractor. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- (b) In evaluating Bids, the Contractor will consider the qualifications of the Bidders; and whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to Notice of Award.
- (c) The Contractor may consider the qualifications and experience of subsubcontractor; suppliers; and other persons and organizations proposed for portions of the Work as specified in the Bid. The identity of subsubcontractors; suppliers; and other persons and organizations must be provided in the REPRESENTATIONS AND CERTIFICATIONS. The Contractor also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data are required to be submitted prior to the Notice of Award.
- (d) Award of this Subcontract will be made without discussion with the Bidders.
- (e) The Contractor may conduct such investigations as the Contractor deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subsubcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Subcontract Documents to the Contractor's satisfaction, within the prescribed time.
- (f) If the Subcontract is to be awarded, Contractor will give the successful Bidder a notice of award within 60 days after the day of bid opening.
- (g) In the event of failure of the lowest responsive, responsible Bidder to sign the Subcontract and provide an acceptable Performance Bond, Payment Bond, and insurance certificate(s), the Contractor may award the Subcontract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 60 days of bid opening.

# 9. BONDS, INSURANCE, AND INDEMNIFICATION

The "Performance and Payment Bonds" Article of the General Conditions set forth the Contractor's requirements as to Performance and Payment Bonds and certificates of insurance, which must be furnished to the Contractor (CH2M HILL) within 10 days after Notice of Award.

## 10. SIGNING OF AGREEMENT

When Contractor gives a Notice of Award to Successful Bidder, it will be accompanied by the appropriate documents. Within 10 days thereafter, the Subcontractor shall deliver the appropriate documents with the required Bonds and Insurance Certificate. Within 10 days thereafter, Contractor shall sign the Agreement (previously signed by the Subcontractor and submitted with the Bid) and deliver two fully executed copies to Subcontractor.

### 11. BID DOCUMENTATION

### (a) Escrow Documents

- (1) Bidders shall submit, with their bid, all original information and calculations used to determine their bid prices for this project. This material is hereinafter referred to as "Bid Documentation." A copy of this Bid Documentation, hereinafter referred to as "Escrow Documents," will be held in escrow for the duration of the Subcontract.
- (2) The Escrow Documents are, and shall always remain, the property of the Subcontractor, subject to use by the Contractor, as provided herein.
- (3) The successful bidder agrees, as a condition of award of the Subcontract, that the Escrow Documents constitute all the information used in the preparation of his bid, and that no other bid preparation information shall be considered in resolving disputes or claims. The successful bidder also agrees that nothing in the Escrow Documents shall change or modify the terms or conditions of the Subcontract Documents.

### (b) Purpose

(1) Escrow Documents will be used to assist in the negotiation of price adjustments and the settlement of disputes, claims and change orders. They will not be used for post-bid, pre-award qualification of the Subcontractor or for evaluation of the Subcontractor's anticipated methods of construction.

The Contractor stipulates and expressly acknowledges that the Escrow Documents, as defined herein, constitute trade secrets. This acknowledgement is based on the Contractor's express understanding that the information contained in the Escrow Documents is not known outside bidder's business, is known only to a limited extent and only by a limited number of employees of the bidder, is safeguarded while in bidders' possession, is extremely valuable to bidder and could be extremely valuable to bidder's competitors by virtue of its reflecting bidder's techniques of construction. The Contractor further acknowledges that bidder extended substantial sums of money in developing the information included in the Escrow Documents and further acknowledges that it would be difficult for a competitor to replicate the information contained herein. The Owner further acknowledges that the Escrow Documents and the information

contained therein are being provided to the Contractor only because it is an express prerequisite to award of the Subcontract. The Contractor further acknowledges that the Escrow Documents include a compilation of information used in bidder's business, intended to give bidder an opportunity to obtain an advantage over competitors who do not know of or use the contents of the Bid Documentation. The Contractor further agrees to safeguard the Escrow Documents against disclosure to the fullest extent permitted by law.

### (c) Format

- (1) Bidders are encouraged to submit Bid Documentation in their usual cost estimating format; a standard format is not required. It is not the intention of this specification to cause the bidder extra work during the preparation of his bid, but to insure that the Bid Documentation will be adequate to enable complete understanding and proper interpretation for the intended use.
- (2) In accordance with the above paragraph, it is required that the Bid Documentation clearly itemize the estimated costs for each bid item contained in the bid schedule. Bid items should be broken down into sub-items as required to allow a detailed cost estimate. Estimated costs should be broken down into the bidder's usual estimate categories such as direct labor, repair labor, equipment parts and supplies, expendable materials, permanent materials, and subcontract cost as appropriate. Unit prices, without a detailed estimate, are acceptable for minor items. Plant and equipment and indirect costs should be detailed in the bidder's usual format. Plant and equipment charges, indirect cost and markup allocations shall be made to each bid item as appropriate. All costs shall be identified.
- (3) The Bid Documentation should include all quantity takeoffs, calculations of rates of production and progress, copies of quotes from Sub-subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by the bidder to arrive at the prices contained in this bid.
- (4) Bid documents provided by the Contractor should not be included in the Bid Documentation.

### (d) Submittal

- (1) The Bid Documentation shall be submitted in a sealed container, separate from the envelope containing the bid, and shall be clearly marked with the bidder's name, date of submittal, project name and the words "Bid Documentation."
- (2) The Bid Documentation shall be accompanied by the affidavit (appended hereto), signed by an individual authorized by the bidder to execute the bidding, stating that the material in the Bid Documentation constitutes all the information used in preparation of the bid and that he has personally examined the contents of the Bid Documentation container and has found that the documents in the container are correct and complete.

- (3) Bid Documentation of the apparently successful bidder will be examined, organized and inventoried immediately after the bid opening, by up to three of the Contractor's designated review representatives and members of the Subcontractor's staff who are knowledgeable in how the Bid Documentation was prepared.
- (4) This examination is to ensure that the Bid Documentation is legible and complete, and will not include review, and does not constitute approval of proposed construction methods, estimating assumptions, or interpretations of the Subcontract Documents. Examination does not alter any conditions or terms of the Contract. Incomplete or missing data shall be supplied within 24 hours after its request.
- (5) After completion of the examination, the Bid Documentation will be copied, at the Contractor's expense, to produce the Escrow Documents, in the presence of both the Contractor's and Subcontractor's representatives. The Escrow Documents will be stored, and the Bid Documentation returned to the apparently successful bidder. Receipt of the Escrow Documents will be acknowledged by the Contractor.
- (6) Failure to submit Bid Documentation as specified herein or to comply with the schedule for submission of this documentation, may be cause for rejection of the bid. Missing or incomplete Bid Documentation, as special herein, must be furnished by the time established by the Contractor. Bidders are cautioned that this time will ordinarily be less than 4 hours.
- (7) Unless there is a possibility that the low bid will be rejected, Bid Documentation of all but the three low bidders will be returned, unopened, immediately after the bid opening.
- (8) When required by the Contractor, the Subcontractor will submit Subsubcontractor Bid Documentation to the Contractor, within 1 week after executing the Sub-subcontract, in accordance with the applicable Sections of this Specification.
- (9) This will include a signed affidavit from the Sub-subcontractor, acceptable to the Contractor (appended hereto), that the documentation is complete and will be the only basis for resolution of disputes on those items.

### (e) Storage

(1) The Escrow Documents shall be placed in escrow, during the life of the Subcontract, in an escrow institution mutually agreed to by both Contractor and Subcontractor. The cost of storage will be paid by the Contractor.

### (f) Examination

(1) The Escrow Documents may be examined at any time deemed necessary by both the Contractor and the Subcontractor, to determine the Subcontractor's bid concept and assumptions, and to assist in the

negotiation of price adjustments or the settlement of disputes, claims or change orders.

- (g) Examination of the Escrow Documents is subject to the follow conditions:
  - (1) The Escrow Documents are proprietary and confidential and shall be treated as such by the Contractor's designated review representatives. These documents, and all the contents thereof, are not part of the public record and shall not be made available to any person or persons not herein designated without the specific written consent of the Subcontractor.
  - (2) The Contractor and the Subcontractor shall each designate three local representatives who are authorized to examine the Escrow Documents. On request of both the Contractor and Subcontractor, the designated representative may examine the Escrow Documents. No other person shall have access to the Escrow Documents.
  - (3) Each party shall designate a local representative to receive requests to examine the Escrow Documents.
  - (4) Prior to examining the Escrow Documents, 48 hours written notice shall be given to the other party, so that the examination can be witnessed by the other party.
  - (5) The Contractor, or his authorized representative, may have access to the documents only in the presence of an authorized representative of the Subcontractor.
  - (6) The Subcontractor, or his authorized representative, may have access to the documents only in the presence of an authorized representative of the Contractor.
  - (7) An authorized representative of both the Contractor and the Subcontractor will be present during examination of the Escrow Documents.

### (h) Return

(1) The Escrow Documents will be returned to the Subcontractor after all claims and disputes have been settled, and final payment on the Subcontract has been made and accepted.

## **BID DOCUMENTATION**

----AFFIDAVIT----

I, the undersigned, hereby certify that the Bid Documentation contained herein constitutes all the information used in preparation of the Bid and that I have personally examined these contents and have found that this Bid Documentation is correct and complete.

Бу:		
Title:		
Firm:		
Date:		

# **SPECIAL ATTACHMENTS**

The Attachments, listed hereafter, are a part of the INSTRUCTIONS TO BIDDERS and will be included in and will be part of the executed Documents:

Attachment No.	<u>Title</u>
Α	Employee Confidentiality Agreement
В	Certificate of Training
С	Affirmative Action Goals
D	Wage Determinations
Е	Release and Certificate of Final Payment
	* * * * * *

# SPECIAL ATTACHMENT A EMPLOYEE CONFIDENTIALITY AGREEMENT

agrees not to discl	ose to any entity external to CH2M HILL, EPA, o
Department of Justice, either in whole or in part any of	
Government, or generated by the contractor, any site s without written permission of the EPA Contracting Of of ten (10) years from the date of the Subcontract.	pecific cost information or any enforcement strateg
Employee signature and date	
	•
Subcontractor and data of Subcontract	

# SPECIAL ATTACHMENT B CERTIFICATION OF TRAINING, MEDICAL, AND SAFETY REQUIREMENTS

- (1) The Subcontractor hereby certifies that the Subcontractor and its employees who will be engaged in work on or near the project meet the requirements of 29 CFR 1910.120, and the provisions of American National Standards Institute Standard Z88.2 for training, medical surveillance, and respiratory protection. These requirements include, but are not limited to, the following items:
- (i) The Subcontractor's employees have been examined by a licensed physician within the last 12 months and have been determined to be physically able to perform the Work, and use the respiratory and other protective equipment required for this assignment;
- (ii) The employees have received health and safety training for working in environments with known and unknown hazards;
- (iii) The Subcontractor has established and is maintaining a respiratory protection program that complies with the provision of 29 CFR 1910.134; and
- (iv) The Subcontractor maintains appropriate surveillance of the work area conditions and degree of employee exposure or stress.
- (2) The Subcontractor further certifies that only respirators approved or accepted by NIOSH / MSHA will be used by the Subcontractor's employees; that each of the Subcontractor's employees has been properly fitted to the respirators provided by the Subcontractor, including a test of the face-to-face piece seal; that the Subcontractor has provided its employees with written procedures covering safe use of respirators in dangerous atmospheres; and that the Subcontractor has established a program for inspection, maintenance, and care of the respirators.

,,,,,,,,,,,,,,	·
ignature of Subcontractor	Date
Title	

# SPECIAL ATTACHMENT C AFFIRMATIVE ACTION GOALS

Goals for this Subcontract are as follows:

SBE	SDBE	
<u>(%)</u>	<u>(%)</u>	
10	5 -	

# SPECIAL ATTACHMENT D WAGE DETERMINATIONS

The attached labor classifications and wages are based on U.S. Department of Labor Wage Decision No. WI91-3.

## GENERAL WAGE DECISION NO. WI91-3

Supersedes General Wage Decision No. WI90-3

State:

WISCONSIN

County(ies):

LA CROSSE AND VERNON

\* Construction

Type:

BUILDING AND HEAVY CONSTRUCTION (Except Tunnel, Sewer and

Waterline) RESIDENTIAL

\* Construction

Description:

Building And Heavy Construction in all Counties and Residential Construction in La Crosse County Only.

Modification Record:

	·	
No.	Publication Date	Page No.(s)
1	July 19, 1991	1206-1208
2	August 16, 1991	1206-1208
3	Sept. 20, 1991	1206
4	Oct. 11, 1991	1206
5	Nov. 8, 1991	1205-1208

# WI91-3

		FRINGE BENEFITS
INSULATOR/ASBESTOS WORKERS (Includes application of all insulating materials protective coverings, coating,	. *	
and finishes to all types of mechanical		
systems.)	18.95	
BOILERMAKERS	19.90	
BRICKLAYERS	17.15	
CARPENTERS	15.51	
CEMENT MASONS	16.78	
ELECTRICIANS	16.61	1.95 + 3%
		3.58+ b
ELEVATOR HELPER	10.37	3.58+ b
ELEVATOR HELPER PROBATIONARY	7.405	
GLAZIERS	14.89	.88
IRONWORKERS:	. •	
( ALL BUT THE N.W. CORNER OF COUNTY)	16.49	
N.W. CORNER OF COUNTY	17.80	4.69
LABORERS BUILDINGS:		
General, Mason Tenders	13.57	2.85
Mortar Mixers, Air Hammer Operator,		
Jack Hammer Operator & Air Spade		
Operator	13.92	2.85
*LABORERS HEAVY:		
GROUP I	13.97	
GROUP II	14.12	•
GROUP III	14.41	
GROUP IV	14.69	
LATHERS	15.01	
MILLWRIGHTS	16.01	2.24
PAINTERS:		
Brush	13.68	1.00
Structural Steel	13.95	1.00
Spray & Sandblaster	14.37	
PILEDRIVERMEN	16.01	2.24
PLASTERERS	13.81	1.85
PLUMBERS & STEAMFITTERS	18.10	3.25
ROOFERS	15.02	3*
SHEET METAL WORKERS	14.57	2.54 + 18%
SOFT FLOOR LAYERS	15.01	
TERRAZZO MECHANIC & TILE SETTERS	14.75	2.70
TRUCK DRIVERS:		
Dump Truck	10.77	a
POWER EQUIPMENT OPERATORS:		
Group 1	16.51	
Group 2	15.98	
Group 3	15.09	
Group 4	14.48	4.15
Group 5	13.98	4.15
		•

1206 (Nov. 8, 1991)

#### WI91-3

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

#### FOOTNOTE:

- a. To read \$181.90 per month Health and Welfare.
- b. Employer contributes 8% of basic hourly rate for over 5 years' service and 6% of basic hourly rate for 6 months to 5 years service as Vacation Pay Credit. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day.

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 (29 CFR, 5.5 (a) (1) (ii)).

#### \*LABORERS CLASSIFICATION

Group I: Asphalt Dumper and Ironer, Asphalt Shoveier, Asphalt Smoother and Tamper, Asphalt Utility Men, Axman (clearing and grubbing), conduit Layer for Mixer, dumper (truck to paver), Guard Fence Builder, Landscaper and Sloper, Strike-off Man, wire Laborers

Group II: Asphalt Lute Man and Raker, Asphalt Plant Scater, Bullfloat Man, Chain Saw Operator, formsetter (curb walk pavement), Joint Sawer Pavement, Tampers and Vibrator Men, torch and Welder

Group III: Churn Drill

Group IV: Dynamite Man and Blasters

### POWER EQUIPMENT OPERATORS (Classifications)

Group 1: Cranes, shovels, draglines, backhoes, clamshells, derricks, caisson rigs, pile driver, skid rigs, dredge operator and traveling crane (bridge type), concrete paver (over 27E), concrete spreader and distributor.

Group 2: Concrete and grout pumps, material hoists, stack hoists, tractor or truck mounted hydraulic backhoe, tractor or truck mounted hydraulic crane (10 tons or under), manhoists, tractor (over 40 h.p.), bulldozer (over 40 h.p.), endloader (over 40 h.p.), motor patrol, scraper operator, sideboom, straddle carrier, mechanic and welder, bituminous plant and paver operator, roller (over 5 tons), rail level machine (railroad), tie placer, tie extractor, tie tamper, stone leveler, rotary drill operator and blaster, percussion drilling machine, trencher (wheel type or chain type having over 8-inch bucket), elevator.

1207 (Nov. 8, 1991)

#### WI91-3

Group 3: Backfiller, concrete auto breaker (large), concrete finishing machines (road type), roller (rubber tire), concrete batch hopper, concrete mixers (14S or over), screw type pumps, and gypsum pumps, tractor, bulldozer, endloader (under 40 h.p.), pumps (well points), trencher (chain type having bucket 8- inch and under), industrial locomotives, roller (under 5 tons) and firemen (pile drivers and derricks), hoists (automatic), forklift (over 12'), tampers-compactors (riding type), assistant engineer, "A" frames and winch trucks, concrete auto breaker, hydrohammers (small), brooms and sweeper, hoists (tuggers), stump chipper (large), boats (tug, safety, work barges and launch).

Group 4: Shouldering machine operator, screed operator, farm or industrial tractor mounted equipment, post hole digger, stone crushers and screening plants, fireman (asphalt plants), air compressor (400 CFM or over), augers (vertical and horizontal), air, electric, hydraulic jacks (slip form), prestress machines, skid steer loader, boiler operators (temporary heat), forklift (12' and under).

Group 5: Generators over 150 KW, pumps over 3", combination small equipment operator: compressors (under 400 CFM), welding machines, heaters (mechanical), generators (under 150 KW), oumps (3" and under), winches (small electric), oiler and greaser, rotary drill, conveyor, forklift.

# 

FOR	
Site Name	
With reference to Subcontract No.  amended, between the undersigned the undersigned hereby certifies and represents that hexpenses incurred by him or on his behalf for work, here foregoing project and/or used in connection with h	abor, services, materials, and equipment supplied to
The undersigned further certifies that to his be and materialmen has made full payment of all costs, behalf for work, labor, services, materials, and equipment by them in connection with the undersigned's work undersigned.	nent supplied to the foregoing premises and/or used
In consideration of \$\_undersigned hereby unconditionally dismisses, release premises and property from all claims, liens, and connection with the performance of said Subcontrac under the indemnification article of the Subcontract.	obligations of every nature arising out of or in
As additional consideration for the final payment harmless the Contractor, its successors, assigns, disproperties from and against all costs, losses, damages including attorneys' fees arising out of or in connection arise out of the performance of the work under the Subcontractor or any of its suppliers, subcontractors officers, agents or employees, except as provided for in	s, claims, causes of action, judgments and expenses, n with claims against the Subcontractor which claims are Subcontract and which may be asserted by the of any tier, or any of its or their representatives.
The foregoing shall not relieve the undersig Subcontract, as amended, which by their nature su limitation, warranties, guarantees, and indemnities.	ned of his obligations under the provisions of said arvive completion of the work, including, without
Executed this day of, 19	
Ву:	
Title:	
•	

### REPRESENTATIONS AND CERTIFICATIONS

# 1. SUB-SUBCONTRACTOR LISTING

The Bidder proposes that the following sub-subcontracting firms or businesses, including SBEs and SDBEs, will be awarded sub-subcontracts for the following portions of the Work in the event that the Bidder is awarded the Subcontract:

(1)	Name of Firm		
	Type of Work		
	Name of Contact Person	( ) Phone	
	Street City	State	Zip
	\$ Amount % of Bid Price	- Addressed 4	
	Classification: SBE ( ), SDBE ( ), or other (	).	
(2)	Name of Firm		
	Type of Work		
	Name of Contact Person	( ) Phone	
	Street , City	State	Zip
	\$ Amount % of Bid Price		
	Classification: SBE ( ), SDBE ( ), or other (	( ).	
(Attach ac	dditional sheets if necessary)		

# 2. PARENT COMPANY AND IDENTIFYING DATA (FAR 52.214-8)

(a) A "parent" company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the bidder. To own the

GLO65602.LC.P3 00081 bidding company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control a Bidder as a parent even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

- (b) The Bidder □ is, □ is not (check applicable box), owned or controlled by a parent company.
- (c) If the Bidder checked "is" in paragraph (b) above, it shall provide the following information:

Parent Company (Include Zip Code)	Identification Number

(d) If the Bidder checked "is not" in paragraph (b) above, it shall insert its own Employer's Identification Number on the following line

# 3. SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (FAR 52.219-2)

- (a) Representation. The offeror represents that it □ is, □ is not, a small disadvantaged business concern.
- (b) Definitions.

"Asian-Pacific American," as used in this provision, means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, (Republic of Palau), the Northern Mariana Islands, Laos, Kamuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

"Indian tribe" as used in this provision, means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native Corporation as defined in 13 CFR 124.100 which is recognized as eligible for the special programs and services provided by the U.S. to Indians because of their status as Indians, or which is recognized as such by the State in which such tribe, band, nation, group, or community resides.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

"Native Hawaiian Organization," as used in this provision, means any community service organization serving Native Hawaiians in, and chartered as a not-for-profit organization by, the State of Hawaii, which is controlled

by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (a) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Subcontinent Asian Americans," as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) Qualified Groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other individuals found to be qualified by SBA under 13 CFR 124. The offeror shall presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian Organizations.

# 4. WOMEN-OWNED SMALL BUSINESS REPRESENTATION (FAR 52.219-3)

- (a) Representation. The offeror represents that it  $\square$  is,  $\square$  is not, a womenowned small business concern.
- (b) Definitions. "Small business concern" as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

## 5. CERTIFICATION OF NONSEGREGATED FACILITIES (FAR 52.222-21)

- (a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (b) By the submission of this offer, the offeror certifies that it does not, and will not, maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the subcontract.
- (c) The offeror further agrees that (except where it has obtained identical certifications from proposed Sub-subcontractors for specific time periods) it will-
  - (1) Obtain identical certifications from proposed Sub-subcontractors before the award of Sub-subcontracts under which the subcontractor will be subject to the Equal Opportunity clause.
  - (2) Retain the certifications in the files; and
  - (3) Forward the following notice to the proposed Sub-subcontractors (except if the proposed Sub-subcontractors have submitted identical certifications for specific time periods):

NOTICE OF PROSPECTIVE SUB-SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a sub-subcontract under which the sub-subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each sub-subcontract or for all sub-Subcontracts during a period (i.e., quarterly, semi-annually, or annually)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

# 6. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22)

The offeror represents that-

(a) it ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114.

awards.

(b)	it □ has, □ has not, filed all required compliance reports; and
(c)	representations indicating submission of required compliance reports, signed by proposed sub-subcontractors, will be obtained before subcont

# 7. TYPE OF BUSINESS ORGANIZATION - SEALED BIDDING (FAR 52.214-2)

The Bidder, by checking the applicable box, represents that-

(a)	It operates as a □ Corporation incorporated under the laws of the State of, □ an individual, □ a partnership, □ a nonprofit organization, or □ a joint venture; or
(b)	If the Bidder is a foreign entity, it operates as □ an individual, □ a partnership, □ a nonprofit organization, □ a joint venture, or □ a Corporation, registered for business in
	(Country)

## 8. SMALL BUSINESS CONCERN REPRESENTATION (FAR 52.219-1)

- (a) Representation. The Offeror represents and certifies as part of its offer that it □ is, □ is not, a small business concern and that □ all, □ not all, end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.
- (b) Definition. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.
- (c) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in paragraph (a) of this clause in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Act.

# 9. CONTINGENT FEE REPRESENTATION AND AGREEMENT (FAR 52.203-4)

(a) Representation. The Offeror represents that, except for full-time bona fide employees working solely for the Offeror, the Offeror-

(NOTE: The Offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.)

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- (1) ☐ has, ☐ has not, employed or retained any person or company to solicit or obtain this Subcontract; and
- (2) ☐ has, ☐ has not, paid or agreed to pay to any person or company employed or retained to solicit or obtain this Subcontract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this Subcontract.
- (b) Agreement. The Offeror agrees to provide information relating to the above Representation as requested by the Contractor (CH2M HILL) and, when paragraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contractor (CH2M HILL)-
  - (1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or
  - (2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

# 10. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2)

- (a) The offeror certifies that-
  - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (1) those prices, (2) the intention to submit an offer, or (3) the methods or factors used to calculate the prices offered;
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
  - (1) is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) above; or

## (2) OR

- (a) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) above (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this Bid or Proposal, and the title of his or her position in the offeror's organization).
- (b) as an authorized agent, does certify that the principals named in subdivision (b)(2)(a) above have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) above; and
- (c) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

# 11. CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1)

The Subcontractor certifies that-

- (a) Any facility to be used in the performance of this proposed Subcontract □ is, □ is not, listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Subcontractor will immediately notify the Contractor (CH2M HILL) before execution of the Subcontract, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Subcontractor proposes to use for the performance of the Subcontract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Subcontractor will include a certification substantially the same as this certification, including this Paragraph C, in every nonexempt subsubcontract.

# 12. PREFERENCE FOR LABOR SURPLUS AREA CONCERNS (FAR 52.220-1)

(a) This acquisition is not a set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie offers, or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on

account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50 percent of the Subcontract price.

(b) Failure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a subcontract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the subcontract or cause the subcontract to be performed in accordance with the obligations of an LSA concern.

# 13. CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (FAR 52.223-5)

(a) Definitions. As used in this provision, "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C 812) and as further defined in regulation at 21 CFR 1308.11—1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the sites for the performance of work done by the subcontractor in connection with a specific contract at which employees of the subcontractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a subcontractor directly engaged in the performance of work under a Government Subcontract.

"Directly engaged" is defined to include all direct cost employees and any other Subcontractor employee who has other than a minimal impact or involvement in Subcontract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees that, with respect to all employees of the offeror to be employed under a subcontract resulting from this solicitation, that it will- no later than 30 calendar days after subcontract award (unless a longer period is agreed to in writing), for subcontracts of 30 calendar days or more performance duration; or as soon as possible for subcontracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed-

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- (1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subcontractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about-
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The Subcontractor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the subcontract with a copy of the statement required by subparagraph (b)(1) of this provision;
- (4) Notify such employees, in writing, in the statement required by subparagraph (b)(1) of this provision, that, as a condition of continued employment on the subcontract resulting from this solicitation, the employee will-
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify the Contractor (CH2M HILL) within 10 days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and
- (6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of drug abuse violation occurring in the workplace:
  - (i) Take appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.
- (c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the subcontract resulting from this solicitation.
- (d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)
- (e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

## 14. ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71)

- (a) The Subcontractor warrants that, to the best of the Subcontractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Subcontractor has disclosed all such relevant information.
- (b) The Subcontractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Subcontractor will make a full disclosure in writing to the Contractor (CH2M HILL). This disclosure shall include a description of actions which the Subcontractor has taken or proposes to take, after consultation with the Contractor (CH2M HILL) to avoid, mitigate, or neutralize the actual or potential conflict.
- (c) The Contractor (CH2M HILL) may terminate this Subcontract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Subcontractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contractor (CH2M HILL), the Contractor (CH2M HILL) may terminate the Subcontract for default and pursue such other remedies as may be permitted by law or this Subcontract.
- (d) The Subcontractor further agrees to insert in any Subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (d).

# 15. ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72)

The offeror  $\square$  is,  $\square$  is not, aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information.

## 16. CERTIFICATION OF ELIGIBILITY (FAR 52.222-15)

- (a) By entering into this Subcontract, the Subcontractor certifies that neither it (nor he or she) nor any person or firm who has interest in the Subcontractor'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).
- (b) No part of this Subcontract 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).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

# 17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5)

- (a) (1) The offeror certifies, to the best of its knowledge and belief, that-
  - (i) The Offeror and/or any of its Principals-
    - (A) Are □, are not □, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have □, have not □, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
    - (C) Are □, are not □, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
  - (ii) The Offeror has □, has not □, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners, partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contractor (CH2M HILL) if, at any time prior to Subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contractor (CH2M HILL) may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contractor (CH2M HILL) may terminate the Subcontract resulting from this solicitation for default.

# 20. BUY AMERICAN CERTIFICATE (FAR 52.225-1)

The Offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act—Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products	Country of Origin

(List as necessary)

Offerors may obtain from the Contractor (CH2M HILL) lists of articles, materials, and supplies excepted from the Buy American Act.

## 21. STATEMENT AND ACKNOWLEDGEMENT

# STATEMENT AND ACKNOWLEDGEMENT STATEMENT OF PRIME CONTRACTOR

Prime Contract No. 68-W8-0040 Prime Contractor: CH2M HILL, INC. Description of Work Location of Work By (Signature) RE Mason Name & Title of Contractor's Representative Date Signed /0/23/92 ACKNOWLEDGEMENT OF SUBCONTRACTOR The Subcontractor acknowledges that the following clauses of the Subcontract are included in this Subcontract: Contract Work Hours and Safety Standards Act-Overtime (GC9.8) Payrolls and Basic Records (GC11.3) Withholding of Funds (GC9.19) Davis Bacon Act (GC9.15) Apprentices and Trainees (GC9.16) Compliance with Copeland Requirements (GC9.13) Subcontracts (GC12.1)
Contract Termination-Debarment (GC9.6) By (Signature) Name of person signing: Date Standard Form 1413

If Sole Proprietor or Partnership	
N WITNESS hereto the undersigned has set its hand this da	y of
Signature of Bidder	
Title	
If Corporation	
N WITNESS WHEREOF the undersigned corporation has caused this instrument to executed and its seal affixed by its duly authorized officers this da	be by of
SEAL)	
Name of Corporation	

\* \* \* \* \* \*

Attest \_\_\_\_

Secretary

NOTE TO BIDDE	ER: Use preferably BLACK ink for completing this Bid form.
1.	BID
To:	CH2M HILL Attn: Mr. William V. Hubbard
Address:	310 West Wisconsin Avenue P.O. Box 2090 Milwaukee, WI 53201
Project Title:	Landfill Cap Remedial Action
Bidder:	
Address:	
Date:	
Bidder's person to	contact for additional information on this Bid:
Name:	x .
Telephone:	
2. START C	F CONSTRUCTION AND SUBCONTRACT COMPLETION TIME

The Bidder agrees to begin Work within 20 calendar days after receipt of Notice to Proceed and to complete the work in all respects within 645 days after Notice to Proceed. Site access will be given to the Subcontractor after CH2M HILL receives Subcontractor's Health and Safety Plan, training certification, insurance certificates, and other required documents.

Notice to proceed will be issued no later than March 1, 1993, provided that the required submittals are acceptable to the Contractor.

#### 3. PROJECT MILESTONE DATES

- A. Construction of the site access road and decontamination pad shall be completed prior to May 14, 1993.
- B. Grading and granular backfill placement at the Treatment Facility area shall be completed under this Subcontract as specified, and as shown in the Drawings, prior to May 14, 1993.

#### 4. <u>LUMP SUM OR UNIT PRICE WORK</u>

The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to perform the Work, including all allowances for overhead and profit for each type and unit of Work called for in

these Subcontract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

#### 5. <u>LUMP SUM AND UNIT PRICE BID FORM</u>

The Bidder shall complete the price Schedule below. The Bidder shall include costs for all category items. Failure to do so will disqualify the bid. Bid prices shall include all federal, state and local taxes in accordance with FAR 52.229-3, including all sales and use taxes.

#### 6. LIQUIDATED DAMAGES

In the event the Bidder is awarded this Subcontract and shall fail to complete the work within the time limits or extended time limits agreed upon, as more particularly set forth in the Subcontract Documents, liquidated damages shall be paid to the Contractor at the daily rate of \$1,800 per day until the work, as specified in the Subcontract Documents is completed. Liquidated damages for failure to complete the access road and the decontamination pad prior to May 14, 1993, shall be paid to the Contractor at the rate of \$1,500 per day until the work, as specified in the Subcontract Documents, is completed. Liquidated damages for failure to complete the grading and granular backfill placement at the Treatment Facility area prior to May 14, 1993, shall be paid to the Contractor at the daily rate of \$500 per day until the work, as specified in the Subcontract Documents, is completed.

#### **SCHEDULE**

Item	Est. Quan.	Unit of Payment	UP (Fig)	UP or LS (Words)	Ext. Total Amt. (Figures)
(1)	PERF	ORMAN	CE AND P	AYMENT BONDING	
	1	LUMP SUM	\$		\$
(2)	QUAL	ITY COI	NTROL		
	perform	e indeper m field ar l testing.	ident testin id laborato	g firm to ry quality	
(2A)	GRAI	N SIZE T	HROUGH	I NO. 200 SIEVE	
	37	EA	\$		\$
(2B)	GRAI	N SIZE T	THROUGH	H 0.002 MM	
	35	EA	\$		\$
(2C)	MOIS	TURE-D	ENSITY-C	GRANULAR MATERIALS	
	Perfor	m 5-point	test on gra	anular materials.	
	27	EA	\$		\$
(2D)	MOIS	TURE-D	ENSITY-C	COHESIVE MATERIALS	
	Perfor	m 5-point	test on co	hesive materials.	
	19	EA	\$		\$
(2E)	ATTE	RBERG	LIMITS		
	35	EA	\$		\$
(2F)	MOIS'	TURE C	ONTENT		,
	34	EA	\$	-	\$
(2G)	REMO	OLDED I		LIC CONDUCTIVITY-GRANU	LAR MATERIALS
	Perfor	m constai	nt head tes	t on granular materials.	
	8	EA		<u> </u>	\$
(2H)	DRY	DENSIT			
. ,	20	EA			\$

Item	Est. Quan.	Unit of Paymen	t UP (Fig)	UP or LS (Words)	Ext. Total Amt. (Figures)
(2I)	REMO	OLDED I	HYDRAUI	LIC CONDUCTIVITY—COHESIN	/E MATERIALS
	Perfor	m falling	head test of	on cohesive materials.	
	14	EA	\$		\$
(2J)	pH, N USDA	ITROGE CLASSI	N, PHOSP FICATION	HORUS, POTASSIUM AND	
	22	EA	\$		\$
(2K)	THIN	-WALL S	HELBY T	UBE SAMPLES	
			ube sample irance testi	es for quality control ng.	·
	45	EA	\$	-	\$
(2L)	AS-PL	ACED N	MOISTURE	E AND DRY DENSITY	
	Provide testing	le person: g of place	nel and equ d material.	aipment for field	
	160	HOUR	\$		\$
(2M)	RELA	TIVE D	ENSITY T	ESTS	
			um and mi ar material	nimum index density testing s.	
	27	EA	\$	**************************************	\$
(3)	SECU	RITY G	UARD		
	nonbu 7 a.m. time (	isiness ho , Monday e.g., 7 a.r	y guard ons urs (e.g., 6 through F n. to 7 a.m. days, and he	p.m. to riday) and full- .) during	
(3A)	REGU	JLAR TI	ME		
	8,000	HOUR	\$		\$

<u>Item</u>	Est. Unit of Quan. Payment UP (Fig) UP or LS (Words)	Ext. Total Amt. (Figures)
(3B)	PREMIUM TIME (e.g., weekends and holidays)	
	2,350 HOUR \$	\$
(4)	MOBILIZATION (May not exceed 5 percent of total amount of all bid items)	
	Move in personnel and equipment, set up all temporary offices, buildings, facilities, utilities, and prepare the site for construction. Also includes submission of overall construction schedule.	
	1 LUMP SUM \$	\$
(5)	DEMOBILIZATION	
	Move out personnel and equipment, clean entire site, remove all debris and rubbish.	
	1 LUMP SUM \$	\$
(6)	DEMOLITION AND REMOVAL	
	Move and dispose of remedial investigation and remedial design derived waste materials onsite.	
	1 LUMP SUM \$	\$
(7)	CLEARING, GRUBBING, AND STRIPPING	·
	Perform clearing, grubbing, and stripping in the specified areas and dispose of cleared, grubbed, and stripped material offsite if not suitable for use in the Work.	
	1 LUMP SUM \$	\$
(8)	EARTHWORK	
	Perform grading, trenching, clay barrier test pad construction, and landfill cap construction.	

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Item	Est. Quan.	Unit of Payment UP (Fig) UP or LS (Words)	Ext. Total Amt. (Figures)
(8A)		TMENT FACILITY GRADING AND IULAR FILL PLACEMENT	
	shown area, p backfil granula	ate to the depths and widths at the Treatment Facility proofroll the excavation and I the excavation with compacted ar fill to the grades shown.  remaining areas with select I.	
	1	LUMP SUM \$	\$
(8B)	LAND	FILL GAS COLLECTOR TRENCHES	
	coarse and pe to grad	ate trenches, backfill with aggregate, lay corrugated erforated HDPE piping, backfill de, and prepare area for sive lifts.	
	1,200	LEVEL B LF \$	\$
	400	LEVEL C LF \$	\$
	200	LEVEL D LF \$	\$
(8C)	LAND	FILL GAS INTERCEPTOR TRENCHES	
	coarse and po to grad trench	ate trenches, backfill with aggregate, lay corrugated erforated HDPE piping, backfill de with coarse aggregate and clay, and prepare area for sive lifts.	
	1,500	LEVEL B LF \$	\$
	200	LEVEL C LF \$	\$
	500	LEVEL D LF \$	\$

Item	Est. Unit of Quan. Payment UP (Fig) UP or LS (Words)	Ext. Total Amt. (Figures)
(8D)	GAS VENTS	
	Install PVC gas vents, and connect to HDPE piping.	
	21 EA \$	\$
(8E)		
	Construct two clay barrier test pads as specified at locations approved by the Contractor. The first test pad shall be constructed using clay with a moisture content at optimum moisture content. The second test pad shall have a moisture content at 3 percent above optimum.	
	2 EA \$	\$
(8F)	PROOFROLLING THE LIMITS OF THE LANDFILL CAP	
·	Proofroll the site within the limits of the landfill cap and as directed by the Contractor.	
	40 HOUR \$	\$
(8G)	LANDFILL CAP ROUGH GRADING	
	Perform landfill cap rough grading using materials excavated from the landfill gas collector and interceptor trenches, the Treatment Facility area, other onsite excavations, and/or imported grading layer material.	
	1 LUMP SUM \$	\$
(8H)	PLACE TYPE II GEOTEXTILE AND STRIP DRAINS	•
	Place Type II geotextile within the limits shown and place gas collection strip drains every 50 feet as shown.	
	1 LUMP SUM \$	\$·

Item	Est. Unit of Quan. Payment UP (Fig) UP or LS (Words)	Ext. Total Amt. (Figures)
(8I)	WORKING SURFACE MATERIAL PLACEMENT	
	In general, place working surface material on areas to receive the clay barrier layer. Place working surface material in 6-inch maximum loose lifts and compact each loose lift to not less than 90 percent relative compaction.	
	9,200 TON \$	\$
(8J)	CLAY BARRIER LAYER PLACEMENT	
	Place natural clay in 6-inch maximum loose lifts, condition each lift, adjust moisture as required, and compact to the density required to achieve the specified permeability.	
	58,000 TON \$	\$
(8K.1)	Place sand drainage layer material in 8-inch maximum loose lifts and compact each lift to not less than 85 percent relative compaction.	
	26,000 TON \$	\$
(8K.2	Place sand drainage layer material furnished by others in 8-inch maximum loose lifts and compact each lift to not less than 85 percent relative compaction. Approximate location of stockpiled sand will be east of site as shown on the Drawings. (Extended total for this option will not be included in TOTAL BID AMOUNT FOR DETERMINATION OF LOWEST BID.)	
	26,000 TON \$	\$XXXXXXXXXX
(8L)	SAND DRAINAGE LAYER PIPING, PERIMETER DRAIN PIPING, TYPE I GEOTEXTILE, AND APRON ENDWALLS	
	Trench in sand drainage layer corrugated and perforated HDPE piping, provide coarse aggregate and geotextile wrap around drainage layer piping, backfill above piping with sand drainage layer material, place Type I geotextile within the limits shown, excavate and lay perimeter drain corrugated and perforated HDPE piping, provide coarse aggregate and geotextile wrap, and	

Item	Est. Quan.	Unit of Payment UP (Fig) UP or LS (Words)	Ext. Total Amt. (Figures)
	backfil apron	ll along perimeter drain pipe. Install endwalls and associated discharge piping.	
	1	LUMP SUM \$	\$
(8M)	COVE	ER SOIL	
	and co 207.3.6	cover soil in 8-inch maximum loose lifts ompact per the requirements of Section 6.2 of the Standard Specifications, ard Compaction.	
	63,000	) TON \$	\$
(8N)	EXCA	AVATION OF WASTE AND/OR REFUSE	
	limits of interced the lar specific with co	ate waste and/or refuse outside of the of the landfill gas collector and eptor trenches and place material on ndfill cap for covering or burial as ied. Backfill the resulting excavation compacted granular fill or select ill material.	
	1,500	LEVEL B CY \$	\$
	250	LEVEL C CY \$	\$
	250	LEVEL D CY \$	\$
(8O)	SURV	VEYS	
	the re within landfil the sp stamp State reprocessing the AUTO	rm surveys in general accordance with equirements of NR 516.07 and as specified at the Subcontract Documents to document ll closure and cap construction. Provide pecified contour plan sheets and sections, and be a Registered Land Surveyor in the of Wisconsin, as full size 22 × 34-inch ducible mylars. In addition, digital data the provided for all drawings submitted in OCAD and/or INTERGRAPH 2D or formats in a version agreed to by the fractor.	
	1	LUMP SUM \$	\$

Item	Est. Unit of Quan. Payment UP (Fig) UP or LS (Words)	Ext. Total Amt. (Figures)
(9)	ACCESS ROADS	
	Construct the site access road, the improvements to Sportsmans Club Road, and patch damaged pavement on County roads.	
(9A)	SITE ACCESS ROAD	
	Prepare subgrade, compact subgrade, place and compact base course, install culvert, grade, and maintain (includes temporary access roads and their maintenance).	
	1 LUMP SUM \$	\$
(9B)	SPORTSMANS CLUB ROAD IMPROVEMENTS	
	Prepare subgrade as required, place and compact base course, grade, and maintain.	
	1 LUMP SUM \$	\$
(9C)	STREET REPAIR	
	Patch potholes, cracks, and other pavement damage caused by construction operations on County Roads.	
	100 TON \$	\$
(10)	DECONTAMINATION PAD	
	Construct decontamination pad and provide 10,000-gallon minimum holding tank(s) for decontamination water storage. Provide pumps, hoses, pipes, and fittings necessary to fill and pump the holding tank(s) contents. Dispose of decontamination water as specified.	
	1 LUMP SUM \$	\$

Item	Est. Unit of Quan. Payment UP (Fig) UP or LS (Words)	Ext. Total Amt. (Figures)
(11)	MONITORING WELLS	
(11A)	ABANDON EXISTING MONITORING WELLS	
	Abandon designated groundwater monitoring wells per the requirements of NR 141	
	500 VLF \$	\$
(11B)	MONITORING WELL EXTENSIONS	
	Remove existing guard posts and extend protective steel casings and well casings of designated groundwater monitoring wells and install extended protective steel covers, caps, and locks.	
	1 LUMP \$	\$
(11C)	FLUSH MOUNT COVERS	
	Cut existing protective steel casings and well casings of designated groundwater monitoring wells and install flush mount covers, caps, and locks.	
	1 LUMP \$SUM	\$
(11D)	INSTALL LANDFILL GAS MONITORING WELLS	
	Install landfill gas monitoring wells, protective steel casings or flush mount covers, and locks.	
	7 EA \$	\$
(12)	CEDAR FENCE AND SIGNING	
	Provide and install cedar fence, signing,	

Item	Est. Quan.	Unit of Payment	UP (Fig) UP or LS (Words)	Ext. Total Amt. (Figures)
(12A)	CEDA	AR FENC	E	
		cedar fen on the D	ce as specified and rawings.	
	670	LF	\$	\$
(12B)	PROJ	ECT SIGI	N	
		project si on the D	gn as specified and rawings.	
	1	LUMP SUM	\$ ·	\$
(12C)	PERI	METER S	SIGNS	
			r signs as specified ne Drawings.	
	5	EA	\$	\$
(12D)	PAIN'	T PROTE	ECTIVE WELL CASINGS	
	well a	extended and landfill cified.	groundwater monitoring gas well casings	
	1	LUMP SUM	\$	\$
(13)	FINIS	H GRAD	ING AND LAWNS	
	within Place mow s groun- gas m	the limits steel edging strip grave dwater moonitoring value.	are topsoil and seed shown on the Drawings.  Ing, weed barrier, and el around extended pointoring wells, landfill wells, and gas vents as hown on the Drawings.	
	1	LUMP SUM	\$	\$
(14)	PLAN	TING		
		e Drawing	e trees as specified and shown s and provide 1 year maintenance	·
	40	EA	\$	\$
GLO 00350	65602.I	LC.P3	12	October 26, 1992 BID

*	******************
*	*
*	TOTAL BID AMOUNT FOR DETERMINATION OF LOWEST BID  *
*	*
*	TOTAL SUM OF EXTENDED UNIT PRICE *
*	ITEMS PLUS LUMP SUM ITEMS \$ *
*	(Amount in Figures) *
*	*
*	Dollars and Cents *
*	(Amount in Words)
*	*
*	**********

#### NOTES:

1. The Subcontractor shall be responsible for performing the Work in conformance with the rules and procedures pertaining to safety established by the Subcontractor's site specific Health and Safety plan and as specified elsewhere in these Subcontract Documents. Level B, Level C, and Level D unit price breakdowns are provided for Bid Item Nos. (8B), (8C), and (8N) due to the uncertainties associated with excavating within and near the limits of the landfill. The bulk of the remaining Work is assumed to be performed in Modified Level D or Level D Health and Safety Protection. Any Level C, Level B, or other Health and Safety costs associated with other Bid Items is considered incidental and shall be included in the appropriate lump sum and unit prices in the Bid.

#### Surety

If the Bidder is aware	ded the Subcontract based	on this Bid, the Sur	ety who provides the
Performance Bond a	nd Payment Bond will be		
			whose address is
Street	,City	State	,Zip
	Bidder's Signature and	Sworn Statement	
State of			) )SS
County			)
I hereby certify that	I am submitting this Bid o	n behalf of:	
a (check one): _ Co	orporation ble Proprietorship ther (Describe)	Partnership Joint Venture	
of the City of	1 TO 10 TO 1		
in the Subcontract D detail before submitt	l and prepared the foregoing ocuments provided with the ing this Bid; that I have further; and the ing their) (my) behalf; and the ingression of the ingress	ne Bid; that I have cl Ill authority to make	hecked the same in such statements and
I understand that the	e Owner's goal is 10 perces	nt for SBEs and 5 pe	ercent for SDBEs.
ADDENDA			
The Bidder hereby a Addendum received.	cknowledges that he has r to these Contract Docum	eceived Addenda No ents. (Bidder insert	No. of each
١	e for signature sheet. Sign		

	Signature
·	Title
(Corporate Seal)	
	Subscribed and sworn to before me
	this day of, 19
	Notary Public - State of
	My Commission expires:
(Notary Seal)	•

#### WISCONSIN BID BOND

BOND NO.
AMOUNT: \$
KNOW ALL MEN BY THESE PRESENTS, that
nereinafter called the PRINCIPAL, and
a corporation duly organized under the laws of the State of
having its principal place of business at
in the State of
in the State of
ore held and firmly bound unto CH2M HILL CENTRAL, INC., hereinafter called the OBLIGEE, in the sum of
DOLLARS (\$) for
the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
THE CONDITION OF THIS BOND IS SUCH THAT:
WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for
said Bid Proposal, by reference thereto, being hereby made a part hereof.
NOW, THEREFORE, if the Bid Proposal submitted by the PRINCIPAL is accepted, and the Subcontract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Subcontract and shall furnish such Performance and Payment Bonds as required by the Subcontract Documents within the time fixed by the Documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed Subcontract and furnish the bond, the SURETY hereby agrees to pay to the OBLIGEE the said sum as liquidated damages.

Signed and sealed this	day of	, 19
•		
		PRINCIPAL
		By
		SURETY
		ByAttorney-In-Fact
		- ··· <b>,</b> ····

## ATTACHMENT NO. 2

TO

ADDENDUM NO. 2

#### **AGREEMENT**

This Subcontract is issued pursuant to EPA Prime Contract 68-W8-0040 and this day of 19, by	d entered into y and between
CH2M HILL CENTRAL, INC., hereinafter called the "Contractor," and	
of	,
hereinafter called the "Subcontractor."	
Construction Subcontract No.:	
Type of Subcontract:	
The Subcontractor, in consideration of \$\square\$ to be p Contractor and of the covenants and agreements herein contained, hereby a own proper cost and expense to do all the Work and furnish all the materia utility services, tools, expendable equipment and all appliances, machinery, and appurtenances necessary to complete the construction of the ONALAS MUNICIPAL LANDFILL SITE, LANDFILL CAP REMEDIAL ACTION, 1992, to the extent of the Bid made by the Subcontractor, dated the 19, all in full compliance with the Subcontract Documents referred to he	als, labor, transportation KA, dated June day of,

The Instructions to Bidders, including the signed copy of the Bid, the Subcontract Forms, the Conditions of the Subcontract, the Specifications, the REPRESENTATIONS AND CERTIFICATIONS, the Geotechnical Report, and the Plans, which consists of 23 sheets entitled LANDFILL CAP REMEDIAL ACTION, ONALASKA MUNICIPAL LANDFILL SITE, ONALASKA TOWNSHIP, WISCONSIN, are hereby referred to and by reference made a part of this Subcontract as fully and completely as if the same were fully set forth herein.

In consideration of the performance of the work as set forth in these Subcontract Documents, the Contractor agrees to pay to the Subcontractor the amount stated above which may be adjusted in accordance with the Subcontract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Subcontract Documents.

The Subcontractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Subcontract Documents and based on the said Bid.

The Subcontractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Subcontract for a period of 1 year after the date of acceptance of the work by the Contractor, and further agrees to indemnify and save the Contractor harmless from any costs encountered in remedying such defects.

It is agreed the time limit for completion of the Subcontract, based upon the Bid shall be as stated in the Bid. The completion date shall be as established in the Notice to Proceed.

In the event that the Subcontractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Subcontract Documents, Liquidated Damages shall be paid to the Subcontractor at the daily rate stated in the Bid until the work shall have been completed as provided by the Subcontract Documents. The rights and remedies of the Contractor are in addition to any other rights and remedies provided by law or under this Subcontract.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same.

CH2M HILL CENTRAL, INC.

	Ву
	Title
	Subcontractor
	Ву
	Title
APPROVED AS TO FORM	
Attorney	

#### WISCONSIN PERFORMANCE BOND

BOND NO.
AMOUNT: \$
KNOW ALL MEN BY THESE PRESENTS, that
of
hereinafter called the SUBCONTRACTOR (Principal), and
a corporation duly organized and existing under and by virtue of the laws of the State of
, hereinafter called the SURETY, and authorized to
transact business within the State of Wisconsin, as SURETY, are held and firmly bound unto CH2M HILL CENTRAL, INC. as CONTRACTOR (Obligee), in the sum of:
DOLLARS (\$), lawful money of the United States of America, for the payment of which, well and truly be made to the CONTRACTOR, the SUBCONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:
WHEREAS, the SUBCONTRACTOR has executed and entered into a certain Subcontract hereto attached, with the CONTRACTOR, dated
,19, for:
NOW, THEREFORE, if the SUBCONTRACTOR shall in all things perform all the terms and conditions of the within and foregoing Contract as provided in the Contract Documents to be by such SUBCONTRACTOR performed, and shall honor all claims made for defective work, including the guarantee period following completion and acceptance of the foregoing Contract, and shall pay over, make good and reimburse to the CONTRACTOR, all loss or damage which the CONTRACTOR may sustain by

reason of failure or default on the part of SUBCONTRACTOR, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

PROVIDED, HOWEVER, that the SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Subcontract Documents or to the work to be performed thereunder, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Subcontract Documents.

IN WITNESS WHEREOF, the above p	parties bounded together have exe	cuted this
instrument this day of each corporate party being hereto affix undersigned representative, pursuant to	ed and those presents duly signed	corporate seal of by its
	SUBCONTRACTOR	
	By	(Seal)
Attest	SURETY	
	By	(Seal)
Attest		
APPROVED AS TO FORM:	, 19	
	, CONTRACTOR	
•		

NOTE: The SURETY named on this bond shall be one who is licensed to conduct business in the state where the project is located, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act for the SURETY at the time of the signing of this bond.

\* \* \* \* \*

#### WISCONSIN PAYMENT BOND

BOND NO.
AMOUNT: \$
KNOW ALL MEN BY THESE PRESENTS, that
of
hereinafter called the SUBCONTRACTOR (Principal), and
a corporation duly organized and existing under and by virtue of the
laws of the State of, hereinafter called the SURETY, and authorized to transact business within the State of Wisconsin, as SURETY, are held and firmly bound unto CH2M HILL CENTRAL, INC. as CONTRACTOR (Obligee), in the sum of:
DOLLARS (\$), lawful money of the United States of America, for the payment of which, well and truly be made to the CONTRACTOR, the SUBCONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:
WHEREAS, the SUBCONTRACTOR has executed and entered into a certain Subcontract hereto attached, with the CONTRACTOR, dated
,19, for:
If SUBCONTRACTOR shall make all payments as required by the terms and conditions of the within and foregoing Subcontract, as well as all other payments for goods and services rendered in connection with the performance of said Subcontract for which any common law or statutory mechanics lien is available, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

PROVIDED, HOWEVER, that no final settlement between the CONTRACTOR and the SUBCONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, that the SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Subcontract Documents or to the work to be performed thereunder, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Subcontract Documents.

IN WITNESS WHER	EOF, the above	parties bounded together h	lave executed this
instrument thisseal of each corporate undersigned represent	day of party being her tative, pursuant t	, 19, the eto affixed and those prese to authority of its governing	name and corporate nts duly signed by its body.
		SUBCONTRACTO	R
		Ву	(Seal)
Attest		•	
		SURETY	
		Ву	(Seal)
Attest			
APPROVED AS TO	FORM:	, 19	
		, CONTRACTOR	• •

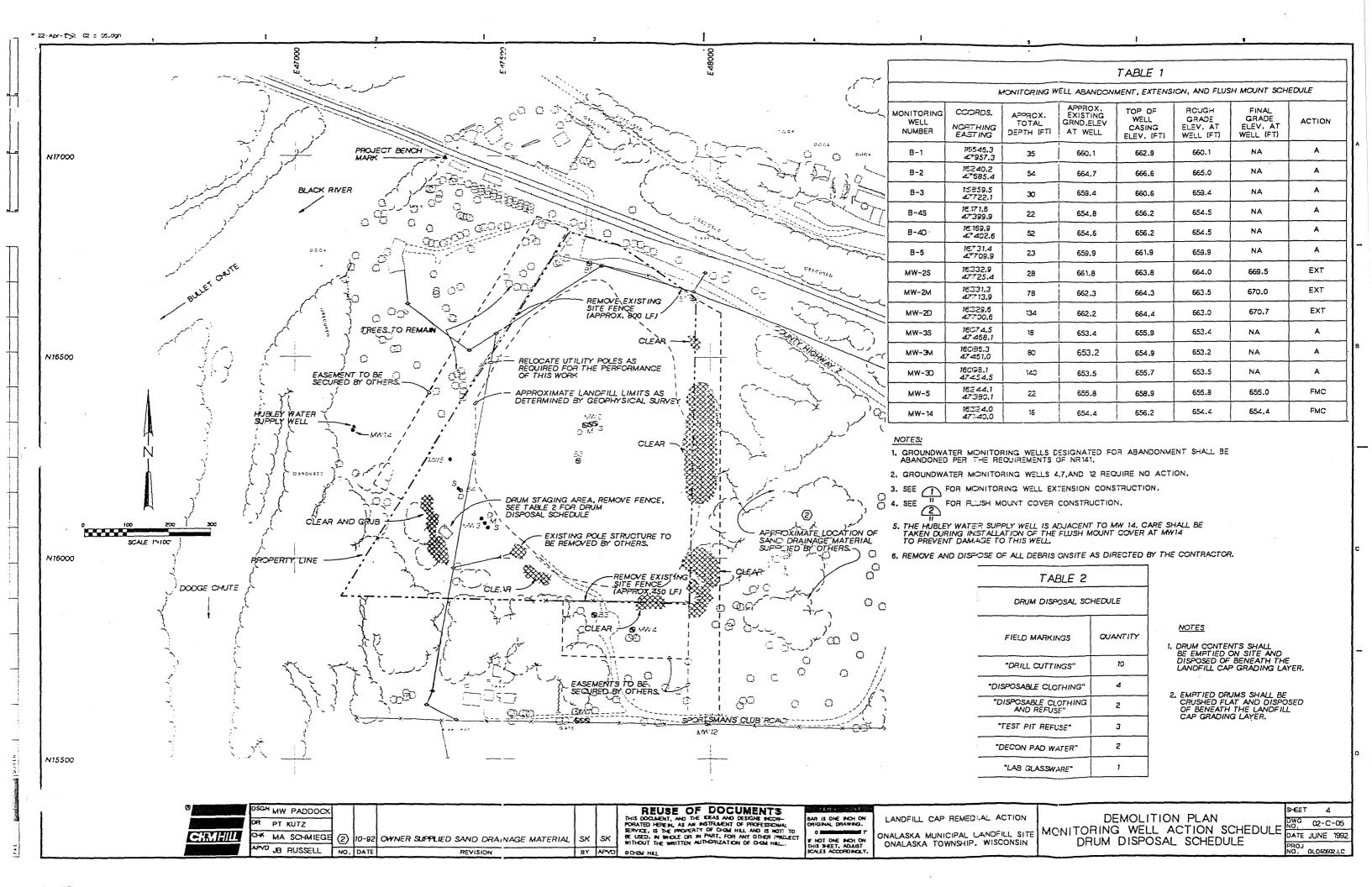
NOTE: The SURETY named on this bond shall be one who is licensed to conduct business in the state where the project is located, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act for the SURETY at the time of the signing of this bond.

\* \* \* \* \* \*

## ATTACHMENT NO. 3

TO

ADDENDUM NO. 2



### RECEIVED

JUN 1 0 1993

BUREAU OF SOLID - HAZARDOUS WASTE MANAGEMENT

Copy No. \_\_\_

Date: November 13, 1992 Project No.: GLO65624.EP.RF

# ADDENDUM NO. 3 TO THE SUBCONTRACT DOCUMENTS FOR THE LANDFILL CAP REMEDIAL ACTION ONALASKA TOWNSHIP, WISCONSIN

To All Bidders:

The following changes, additions, and/or deletions are hereby made a part of the Subcontract Documents for the Landfill Cap Remedial Action, dated June 1992, as fully and completely as if the same were fully set forth therein:

#### A. BID DUE DATE

Sealed Bids for the construction of the Onalaska Landfill Cap Remedial Action will be received by CH2M HILL Central, Inc., the "Contractor," at 310 West Wisconsin Avenue, 7th Floor, Suite 700, Milwaukee, Wisconsin 53201-2090, until 1:00 p.m. CST on November 25, 1992. Bids and all attachments provided for in the INSTRUCTIONS TO BIDDERS shall be directed to the attention of Mr. William V. Hubbard and shall be submitted sealed and in the appropriate envelope provided by the Contractor.

Bids shall be based on the Subcontract Documents and subsequent addenda as provided. Any alternatives, omissions, substitutions, exceptions, or deviations to the specifications or contract language may be considered nonresponsive.

#### B. ADDENDUM NO. 2

On Page 7 of BID section, change the "Estimated Quantity" of Item (8D) GAS VENTS to "28 EA."

#### C. PART 3—GENERAL CONDITIONS

Under ARTICLE 7.1—LIMITATION OF FUTURE CONTRACTING, paragraph "(a)," delete subparagraphs (1), (2), and (3).

#### D. PART 4—SPECIFICATIONS

Under Section 01040 COORDINATION AND SITE CONDITIONS, page 7, paragraph 1.6.A.8, change the first sentence to read:

"The Subcontractor shall provide the equipment to conduct hourly air monitoring at the air monitoring locations shown on the Drawings during the performance of intrusive work (i.e., excavation, trenching, etc.)"

#### E. PART 5—DRAWINGS

AND THE PROPERTY.

On Sheet 5, Drawing No. 02-C-04, change the note to the west of Horizontal Control Point H1 to read: "Air Monitoring Location, Typ. of 4. See Specifications."

This addendum was prepared under the direction of:

Date:

11/13/92

10010D80.GLO