

NOTICE OF PROPOSED GUIDANCE DOCUMENT

DTIMBOA17

Pursuant to Wis. Stat. s. 227.112, the Wisconsin Department of Transportation is hereby seeking comment on DTIMBOA17, a proposed guidance document.

PUBLIC COMMENTS AND DEADLINE FOR SUBMISSION

Comments may be submitted to the Wisconsin Department of Transportation for 21 days by:

1. Department's website: <https://appengine.egov.com/apps/wi/dot/guidance-docs?guidDocId=DTIMBOA17>

2. Mailing written comments to:

Division of Transportation Investment Management
Wisconsin Department of Transportation
4822 Madison Yards Way
PO Box 7913
Madison, WI 53707-7913

WEBSITE LOCATION OF FINAL GUIDANCE DOCUMENT

The final version of this guidance document will be posted at wisconsin.dot.gov to allow for ongoing comment.

AGENCY CONTACT

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BID PROPOSAL FOR AIRPORT FUEL SYSTEM PROCUREMENT

Wisconsin Department of Transportation, Bureau of Aeronautics, Wis. Stat. §66.0901(7) (1971)

Owner (airport owner)	Airport Name (airport name)	Project ID (project #)
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This bid proposal, to the Wisconsin Department of Transportation Secretary (Secretary), as agent for the owner, represented by the Bureau of Aeronautics (BOA), is submitted by the undersigned bidder in accordance with the "Advertisement for Bids." The bidder is to furnish and deliver all "Equipment and Special Services," for the designated project in the date, time, and place as specified, in accordance with the appended "Bid Proposal Requirements and Conditions."

Bid Proposal Guarantee Required, 5 Percent of Total Amount Bid, by Bid Bond or Certified Check Payable to the Wisconsin Department of Transportation.	
Bid Submittal Due Date: (date) Time (Local Time): 2:00 PM Place: Office of Wisconsin Bureau of Aeronautics 4822 Madison Yards Way 5 th Floor South Madison, Wisconsin 53705	Firm Name, Address, City, State, Zip Code
Contract Completion Time: (completion time)	
Point of Delivery: (delivery)	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation

This certifies that the undersigned bidder, duly sworn, is an authorized representative of the firm named above; that the bidder has examined and carefully prepared the bid from the drawings and specifications and has checked the same in detail before submitting this bid proposal; and that the bidder or agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid proposal.

Subscribed and sworn to before me this date: _____.

(Signature, Notary Public)

(Bidder Signature)

(Print or Type Name, Notary Public)

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Type of equipment: (equipment)

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BID PROPOSAL REQUIREMENTS AND CONDITIONS

The bidder, signing and submitting this bid proposal, agrees and declares as a condition thereof, to be bound by the following conditions and requirements.

The bidder declares that he has carefully examined the site of, and the bid proposal, drawings, specifications and contract forms for the "Equipment and Special Services" to be furnished, and it is assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of "Equipment and Special Services" to be furnished, and as to the requirements of the specifications, special provisions and contract. It is mutually agreed that submission of a bid proposal will be considered conclusive evidence that the bidder has made such examination.

The bidder submits herewith a bid bond, certified, or cashier's check payable to the party as designated in the advertisement inviting bid proposals, to be retained by and become the property of the sponsor in the event the undersigned will fail to execute the contract and return the same to BOA within the ten (10) days after having been notified in writing to do so; otherwise to be returned.

The bidder agrees to furnish and deliver said "Equipment and Special Services," for and in consideration of the payment of the amount becoming due on account of "Equipment and Special Services" furnished and delivered, according to the prices bid in the following "Schedule of Prices," and to accept such amounts in full payment for said procurements.

The bidder declares that all of the said "Equipment and Special Services" will be furnished and delivered at his own proper cost and expense.

The bidder declares that if he is awarded the contract, he will execute the contract agreement and furnish and deliver the equipment within the time named herein.

BID BOND
STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
BUREAU OF AERONAUTICS

KNOW ALL MEN BY THESE PRESENT, that we _____ as Principal, and _____ as Surety, having been duly organized under the laws of the State of _____ and licensed to do business in the State of Wisconsin, are hereby held and firmly bound unto the Secretary as Agent for in the sum of 5% of the amount of the total bid submitted herewith for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the contractor has submitted a bid for: New Aviation Fuel System

Under Contract No. (contract #) Project No. (project #)

NOW, THEREFORE, if the Secretary will accept the bid of the contractor and the contractor will enter into a contract with the Secretary in accordance with the terms of such bid, or in the event of failure of the contractor to enter such contract, the contractor will pay to the Secretary a total sum equal to 5% of his aggregate bid, or if the Secretary will reject all bids for the procurement herein described, then this obligation will be null and void, otherwise to remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any claims hereunder will be for the full amount of the obligation as herein stated.

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

BID BOND (Con't.)

IN WITNESS THEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this _____ day of _____ 20 ____.

Witness: _____

Principal

By: _____
signature

Witness: _____

Surety

address

By: _____
signature

title

IMPORTANT: A certified copy of Power of Attorney of the signatory agent must be attached to this document.

Insert State Requirements

(Found on the BOA website)

Insert Federal Requirements **only if federally funded.**

(Found on the BOA website)

Segment II

SEGMENT II - STANDARD SPECIFICATIONS FOR AIRPORT EQUIPMENT PROCUREMENT GENERAL REQUIREMENTS AND COVENANTS

SECTION 10 - DEFINITION OF TERMS

10-01 - Definition of Terms. Whenever in these specifications or in any documents or instruments pertaining to delivery of vehicles or appurtenances or other equipment where these specifications govern, the following terms used, the intent and meaning will be interpreted as follows:

Addendum. Change in plan and/or specification prior to bidding.

Agent. Wisconsin Department of Transportation Secretary, the Sponsor's Authorized Agent in accordance with Wis. Stat. §114.32(3) (1983).

Agency Agreement. An agreement between the sponsor and the Secretary authorizing the Secretary to act for the sponsor in the receipt and disbursement of funds, the supervision of the preparation and execution of legal documents, the supervision of the preparation of plans, specifications, and the letting of contracts, the making of periodic inspections of construction and the performance of incidental administrative acts and coordination necessary for the successful accomplishment of the project within the laws of the state and the charters, laws, ordinances and resolutions of the sponsor. The administration of the agency has been delegated by the Secretary of Transportation, to the Bureau of Aeronautics, which performs the necessary administrative functions under the jurisdiction of the Secretary.

Department. Wisconsin Department of Transportation

Secretary. Wisconsin Department of Transportation Secretary (Secretary)

Bureau. Wisconsin Department of Transportation Bureau of Aeronautics (BOA)

Director. Bureau of Aeronautics Director

Sponsor. The public body or authority owning or controlling the site where the "Equipment and Special Services" will be furnished and delivered.

AIP. The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration (FAA).

Addenda. Written or graphic instruments issued prior to the opening of bid proposals which clarify, correct or change the bidding documents.

Administrator (FAA). Administrator of the Federal Aviation Administration or his duly authorized representative.

Advertisement for Bids. The advertisement for bids for all "Equipment and Special Services" on which bids are required. Such advertisement will indicate with

reasonable accuracy the character and quantity of the equipment to be furnished, and the time and place of submitting the bid proposals.

Apron. The area of the airport required by airplane pilots to position airplanes during ground operations, not involving landing, taxiing and takeoff.

Award. The acceptance by the Department of a bid proposal.

Bidder. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, submitting a bid proposal for the “Equipment and Special Services” to be furnished and delivered.

Bid Proposal. The written offer of the bidder, when submitted on the approved Bid Proposal form, to furnish and delivered the contemplated Equipment and Special Services in accordance with the provisions of the specifications.

Bid Proposal Form. The approved form on which the written offer or formal bid proposal is to be prepared and submitted for the equipment to be purchased and delivered.

Bid Proposal Guaranty. The security furnished with a bid proposal to guarantee that the bidder will enter into a contract if his/her bid proposal is accepted by the Department.

Calendar Day. Every day shown on the calendar.

Change Order. A written agreement executed by the contractor and the Secretary, authorizing an addition, deletion or revision in the “Equipment or Special Services,” or an adjustment in the contract price or the contract time issued after the effective date of the contract agreement. Such document becomes a part of the contract when executed by the contracting parties.

Completion Date. The calendar date shown in the bid proposal on or before which date the “Equipment and Special Services” must be furnished and delivered.

Contract. The written agreement between the Department and the contractor setting forth the obligation of the parties in this contract, including, but not limited to, the provision of the “Equipment and Special Services” to be furnished and delivered, and the basis of payment.

The contract includes: “Advertisement for Bids,” “Bid Proposal,” addenda, contract form specifications, supplemental specifications, special provisions, general and detailed drawings, and these general requirements and covenants, and any contract change orders and agreements that are required to furnish and deliver the “Equipment and Special Services” in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

Contract Performance and Payment Bond. The approved form of security, executed by the contractor and their surety or sureties, guaranteeing the faithful performance of the contract and the payment, to persons entitled thereto, of all claims.

Contract Item (Pay Item). The specific unit of “Equipment and Special Services” for which a price is provided in the contract.

Contract Time. The number of calendar days, stated in the bid proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the bid proposal, in lieu of a number of calendar days, the contract will be completed by that date.

Contractor. The individual, partnership, firm, or corporation executing a contract with the Department, acting directly or through his lawful agents or employees, who is primarily liable for the acceptable furnishing and delivery of the “Equipment and Special Services” for which he has contracted, and also for the payment of all legal debts pertaining to the furnishing and delivering of the “Equipment and Special Services.”

Drawings. The drawings which show the character and scope of the equipment to be furnished and which have been prepared or approved by the Department and are referred to in the contract.

Equipment. All tangible personal property required to be furnished under the contract.

FAA. The Federal Aviation Administration (FAA) of the U.S. Department of Transportation. When used to designate a person, FAA will mean the Administrator or his duly authorized representative.

Inspector. An authorized representative of the Department assigned to make all necessary inspections of the “Equipment and Special Services” furnished or being furnished by the contractor.

Notice to Proceed. A written notice to the contractor of the date on which he is to begin arranging for furnishing and delivery of the “Equipment and Special Services” for which he has contracted.

Point of Delivery. The place designated in the contract where the equipment is to be delivered.

Provide. To furnish and install.

Runway. The area of the airport prepared for landing and takeoff of aircraft.

Responsible Bidder. A bidder determined by the Department to possess the ability to perform the contract work and complete the contract requirements.

Shop Drawings. All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for the contractor to illustrate some portion of the equipment.

Special Provisions. The specific clauses setting forth special conditions, directions, requirements, technical specifications and special services peculiar to the project under consideration which are not thoroughly or satisfactorily stipulated elsewhere in the standard or supplemental specifications.

Special Services. Services not specifically called for in the plans and specification that are required to be provided by competent individuals for the faithful execution of the project intents.

Specifications. The directions, provisions, and requirements contained herein, supplemented by special provisions, pertaining to the method and manner of furnishing and delivery of the “Equipment and Special Services,” or to the quantities, or the qualities of the “Equipment and Special Services” to be furnished and delivered under the contract.

State. State of Wisconsin

Subcontractor. An individual, partnership, joint venture or corporation to whom the contractor, with the written consent of the Department, sublets any part of the contract.

Successful Bidder. The lowest, responsive, responsible bidder to whom Department (on the basis of Department's evaluation as hereinafter provided) makes an award to.

Surety. The corporate body or individuals, who are bound by the bid bond with and for the contractor.

Taxiway. The portion of the air operations area of an airport that has been designated for movement of aircraft to and from the airports' runways or aircraft parking areas.

SECTION 20 - BIDDING REQUIREMENTS AND CONDITIONS

20-01 - Competency of Bidders. Each bidder will furnish the Department with satisfactory evidence of their competency to perform the work contemplated. Qualification requirements will be stated in the “Advertisement for Bids.”

Any individual, partnership, or corporation desiring to bid on work under the jurisdiction or direct supervision of the Department will furnish a statement, on a form provided by the Department, which fully states the financial ability, adequacy of plant, equipment and organization, prior experience, and other pertinent and material facts required. The Department will receive these statements for examination and consideration no later than the time stated in the legal Advertisement for Bids.

For statements completed under the “Statement of Bidder's Qualifications and Experience,” the Department will determine the classification/capacity of work on which the bidder will be eligible to bid. The qualification, except as specifically extended, withdrawn, or reduced by the Department, will be on an annual basis and will expire 1 year and 4 months after the date of the approval determination.

In addition to the approval of the “Statement of Bidder's Qualifications and Experience” or bidders inclusion on other "lists," as stated in the “Advertisement for Bids,” each bidder will submit a “Request to Bid/Current Workload” form for each proposal. The “Request to Bid/Current Workload” form should list the contracts and subcontracts representing all incomplete work in or out-of-state under contract at that given time. The Department should receive this form no later than 24 hours prior to the time for opening of bids. The determination of acceptability of the information submitted and authorization to bid is at the sole discretion of the Department. The Department will contact the bidder on the Department's determination for authorization to bid.

Prior establishment of the competency of a prospective bidder will not be required for specific contemplated work when indicated in the “Advertisement for Bids.”

20-02 - Contents of Bid Proposal Forms. These forms will state the point of delivery and description of the “Equipment and Special Services” and will show the estimate of the various quantities of “Equipment and Special Services” to be furnished, and will have a schedule of items for which unit bid prices are invited. The bid proposal form will state the time in which the “Equipment and Special Services” must be furnished and delivered, the amount of the bid proposal guaranty, and the date and hour after which bid proposals will no longer be accepted. The forms will also include any special provision requirements that vary from or are not contained in these specifications.

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

20-03 - Furnishing of Bid Proposal Forms, Drawings and Specifications. Bid proposal forms are included with the drawings and specifications. Bid proposals are subject to the provisions of Wis. Stat. §66.0901(1)(c) (1971).

The Department in making copies of bid proposal forms, drawings, specifications and other documents available on the above terms does so only for the purpose of obtaining bid proposals

for furnishing and delivering “Equipment and Special Services” and does not confer a license or grant for any other use.

20-04 - Interpretation of Quantities in Bid Schedule. An estimate of the quantities of “Equipment and Special Services” to be furnished and delivered is given in the bid proposal forms.

Itemized quantities of “Equipment and Special Services” are to be considered as approximate and for the comparison of bids only. The bidder will not plead misunderstanding or deception because of such estimated quantities, as to the character, location or other condition pertaining to the “Equipment and Special Services.” The unit prices to be tendered by the bidder are to be tendered expressly for the scheduled items of “Equipment and Special Services.” Payment to the contractor will be made only for the actual quantities of the “Equipment and Special Services” furnished and delivered in accordance with the contract. The scheduled quantities of “Equipment and Special Services” to be furnished and delivered may each be increased or decreased as provided in section 80, “Measurement and Payment,” without in any way invalidating the bid prices.

20-05 - Examination of Drawings, Specifications, Special Provisions, Addenda and Site of Equipment and Special Services. Before submitting a bid proposal, each bidder must: a) examine the drawings, specifications, special provisions and addenda thoroughly; b) become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or furnishing the “Equipment and Special Services;” c) study and carefully correlate bidder's observation with the drawings, specifications, special provisions and addenda; and d) if specified, or if, in bidder's judgment, any local condition may in any manner affect cost, progress or furnishing the “Equipment and Special Services,” visit the site to become familiar with local conditions.

Upon request sponsor will provide each bidder access to the site to conduct such investigations and tests as each bidder deems necessary for submission of his bid proposal.

The submission of a bid proposal will constitute an incontrovertible representation by the bidder that he has complied with every requirement of this Section and that the drawings, specifications, special provisions and addenda are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for furnishing the equipment and special services.

All questions about the meaning or intent of the drawings, specifications, special provisions and addenda will be submitted to the Department in writing. Replies will be issued by addenda mailed or delivered to all parties recorded by the Department as having received the bid proposal forms, drawings and specifications. Questions received less than ten days prior to the date for opening will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

20-06 - Preparation of the Bid Proposal. The bidder will submit the bid proposal on the form furnished or in the format approved by the Department. The bid proposal will be executed properly, and will clearly specify a unit price in dollars and cents, in numerals, for each item listed therein and will also show, in numerals in the column provided for that purpose, the products of the respective unit prices and quantities, and the total amount of the bid obtained by adding the extended amounts of the several items. A lump sum item should be shown as the same price in dollars and cents in the unit price column and in the extended amount column pertaining to that item. If one column is left blank for a lump sum item, the single amount shown will be used to obtain the total amount of the bid.

If a unit price or lump sum bid already entered by the bidder in the bid proposal is to be altered, it will be crossed out with ink or typewriter and the new price entered above or below and initialed by the bidder also with ink.

Any change made by the bidder in the bid proposal in accordance with a specific instruction contained in any addendum issued by the Department will not be considered to be an alteration within the meaning of these specifications.

Unless otherwise required in the special provisions, when alternate bids are requested a bid on each alternate will be required.

In case of a conflict between a unit bid price and the corresponding extended amount, or in the absence of an extended amount, the unit bid price will govern.

All writing will be in ink or typewriter, except the signature of the bidder, which will be written with ink.

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

20-07 - Irregular Bid Proposals. Bid proposals will be considered irregular and may be rejected if they show any alterations of form or format, additions or amendments not called for, alterations or omissions in item numbers, quantities, descriptions or units of measure, incomplete bids, erasures or irregularities of any kind.

Bid proposals will be considered irregular and will be rejected for, but not necessarily limited to, the following reasons:

- a. Failure to furnish the required bid proposal guaranty in proper form and amount.
- b. Failure to submit a unit price for each item of "Equipment and Special Services" listed, except for lump sum items where the price may be shown in the extension column pertaining to that item.
- c. The inclusion of conditions or qualifications not provided for in the bid proposal form.
- d. If the bid proposal contains unit prices that are obviously unbalanced.
- e. Unauthorized revisions in the name of the party to whom issued.
- f. Failure to sign the bid proposal.

20-08 - Bid Proposal Guaranty. No bid proposal will be considered unless accompanied by a bid bond on the Department form provided in the proposal, certified check, or bank check in the amount of 5 percent of the total amount bid. Certified checks will be drawn on the account of the bidder submitting the bid proposal and will be made payable to: Wisconsin Department of Transportation.

If optional bids are invited and submitted, the bidder may submit one bid proposal guaranty in the total amount required for the combined option, which will also be considered as covering each individual bid proposal.

20-09 - Delivery of Bid Proposals. Each bid proposal will be placed, together with the bid proposal guaranty, in a sealed envelope, furnished by the Department, and will be marked to indicate the project number, the location of the airport, and the name and business address of the bidder. When sent by mail, the sealed bid proposal marked as indicated above will be enclosed in an additional envelope marked with the notation "**Bid Enclosed**" on the face thereof. Bid proposals will be received at the place and until the hour on the date designated in the advertisement. Bid proposals received after the time designated will be returned to the bidder unopened.

20-10 - Withdrawal of Bid Proposals. All bid proposals filed with the Department will be kept secure and unopened and will not be allowed to pass out of the custody of a representative of the Department except on written request of the bidder or their authorized representative made prior to expiration of the time set for receiving bid proposals, and if such withdrawal is made, such prospective bidder will not be entitled to bid on the contract at hand unless the same is re-advertised and bid proposals are again requested upon such advertisement.

20-11 - Public Opening of Bid Proposals Bid proposals will be opened publicly at the time and place indicated in the legal "Advertisement for Bids." The grand total of each bid proposal will be read. In the event a grand total is not shown a "no total" will be announced.

Bidders or their authorized agents and other interested persons are invited to be present.

The time of receiving and opening bid proposals may be postponed by the Department due to emergencies or unforeseen conditions. When circumstances arise which the Department determines to necessitate changing the receipt of bid proposals or opening hours or date, the prospective bidders will be notified by the Department by issuance of an addendum or by public notice.

An abstract of the amounts of the base bids and major alternate (if any) will be made available after the opening of bid proposals.

20-12 - Disqualification of Bidders. Any one or more of the following causes may be considered as sufficient for rejection of the bid proposal and disqualification of the bidder from further bidding for such period of time as may be determined by the Department.

- a. Developments, subsequent to establishment of a bidder's competency and qualifications, which in the opinion of the Department would reasonably be construed as affecting the responsibility of the bidder.
- b. Conviction of a major violation of a state or federal law, or a rule or regulation of a federal department, board or bureau, or a state department, board or commission, relating to or reflecting on the competency of the bidder for furnishing airport "Equipment and Special Services."
- c. More than one bid proposal for the same "Equipment and Special Services Contract" from an individual, partnership or corporation under the same or different names.

- d. Indictment for or evidence of collusion among bidders.
- e. Lack of responsibility as shown in previous procurements for the Department.
- f. Noncompliance with terms of previous or existing contracts.
- g. Uncompleted “Equipment and Special Services” procurements which in the judgment of the Department might hinder or prevent the completion of the additional “Equipment and Special Services” procurements, if awarded.
- h. Uncompleted “Equipment and Special Services” procurements on which the actual time used has exceeded the contract time set, or on which the performance or progress is not satisfactory in the judgment of the Department.

SECTION 30 - AWARD AND EXECUTION OF CONTRACT

30-01 - Consideration of Proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the lump sum prices and the products. This is obtained by multiplying the estimated quantities by the unit prices offered in the "Schedule of Prices." In case of discrepancy between the gross sum shown in the proposal and that obtained by adding the products of the quantities of work and the unit prices, the unit prices will govern and all errors found in the products and summation will be corrected. If a gross sum is not shown, the gross sum will be obtained by adding the correct extended amounts.

Until the award of a contract is made, the Department reserves the right to reject a bidder's proposal for any of the following reasons:

- a. If the proposal is irregular as specified in subsection 20-07, 'Irregular Proposals.'
- b. If the bidder is disqualified for any of the reasons specified in subsection 20-12,

Disqualification of Bidders

The Department may take into consideration the responsibility of the bidder as determined from a study of the data required in subsection 20-01, "Competency of Bidders."

Consideration will be given to determining whether irregularities are matters of form rather than substance and can be waived without prejudice to other bidders or the public interest.

Proposals in which any of the unit prices are significantly unbalanced may be rejected.

In addition, until the award of a contract is made, the Department reserves the right to reject all proposals, waive technicalities (if the waiver is in the best interest of the Department and sponsor and is in conformance with applicable State and local laws or regulations pertaining to the letting of construction contracts), advertise for new proposals, or proceed with the work otherwise. All these actions will promote the Department's and sponsor's best interests.

30-02 - Award of Contract. The award of a contract, if it is to be awarded, will be made within 30 calendar days of the date specified for publicly opening proposals, unless otherwise specified.

Award of the contract will be made by the Department to the lowest, responsible bidder who's proposal conforms to the cited requirements of the Department. Should no award be made within 30 days after the date of opening of proposals, the lowest responsible bidder may, upon the expiration of such period, request in writing that the award be made within a stipulated time not less than ten (10) days, exclusive of Sundays and holidays, after the date of the request. Should no award be made within the stipulated time, the lowest responsible bidder will be relieved of their obligation to execute a contract and contract bonds.

30-03 - Return of Bid Proposal Guaranty. The bid proposal guaranties of all except the two lowest responsible bidders will be returned promptly after the bid proposals have been checked and tabulated.

The bid proposal guaranty of the lowest responsible bidder will be returned as soon as the contract, and other documents required to be filed by him have been properly executed and submitted in proper form to the Department: provided however, that in the event no award is made within an

extended time stipulated by the lowest responsible bidder, his Bid Proposal guaranty will be returned promptly upon expiration of such extended time.

The bid proposal guaranty of the second lowest responsible bidder will be returned as soon as the contract and other documents required have been properly executed by the successful bidder and submitted in proper form to the Department; provided that the guaranty of such second bidder will not be retained longer than ten (10) days after the date determined by the subsection titled "Award of Contract" above with his express consent.

30-04 - Requirements of Contract Bonds. Upon execution of the contract, the successful bidder will furnish the contract bonds that have been fully executed by the bidder and the Surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the contractor's performance of the work. A "100 Percent Performance" and "100 Percent Payment Bond" in the amount of the contract awarded will be furnished. Bonds will be on the form furnished by the Department, executed by a Surety acceptable to the Department, and licensed to do business in Wisconsin.

30-05 - Execution of the Contract. The contract will be executed by the bidder and will be presented to the Department within 15 days after the date of notice of the award of the contract.

30-06 - Failure to Execute Contract. Failure to comply with any of the requirements of these specifications; to execute a contract within 15 days after mailing as specified will be just cause of the annulment of the award, the amount of bid proposal guaranty will become the property of the Department, not as a penalty but as liquidated damages. Award may then be made to the next qualified bidder, or the "Equipment and Special Services" re-advertised, or handled as the Department may elect.

30-07 - Approval of Contract. Upon receipt of the contract, contract bonds, and other required documents that have been executed by the successful bidder, the Department will complete the execution of the contract and return the fully executed contract to the contractor. No contract will be considered binding upon the Department until the final execution of the contract agreement. The date of final execution of the contract will be the date of the final signature.

30-08 - Right of Bidder to Nullify Bid Proposal (Abrogation). Should the Department fail to execute a contract within 30 days after the filing by the bidder of the contract and such other schedules, or documents as are required to be filed therewith, all in proper form and order, the bidder may nullify his acceptance of the contract by his filing due notice of such intent with the Department. Such notice will be in writing and may be filed at any time after the expiration of 30 days after the filing by the bidder in proper form and order of the required contract documents. Said notice will stipulate the maximum number of days, not less than ten (10), exclusive of Sundays and holidays, within which the Contract will be executed by the Department. Failure on the part of the Department to execute the contract within the time set forth in the said notice, will be construed to be an acceptance on the part of the Department of the nullification of the bid, and the bidder and his Surety will be relieved of all obligations to the state that may have been incurred under such contract.

It is hereby agreed and understood that any nullification is a voluntary act of the bidder and that therefore the Department, by such nullification, does not assume any liability of obligation to bidder, the bidder's surety, or any other party who may have an interest, either direct or indirect, in such contract.

Unless and until the bidder files such notice of nullification, and until such notice becomes effective, if filed, the contract may be executed by the Department without prejudice to any of the terms and conditions thereof.

SECTION 40 - SCOPE OF EQUIPMENT AND SPECIAL SERVICES

40-01 - Intent of Drawings and Specifications. The intent of the drawings and specifications is to describe the furnishing of “Equipment and Special Services” which the contractor undertakes to do in full compliance with the drawings, the specifications, the special provision, bid proposal and contract. All materials, “Equipment and Special Services” that may reasonably be inferred from the drawings, bid proposal and contract as being required to produce the intended result will be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe materials, “Equipment or Special Services,” such words will be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual or code in effect at the time of opening of bids proposals, except as may be otherwise specifically stated. However, no provisions of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the drawings, bid proposal, and contract) will change the duties and responsibilities of contractor or Department, or any of their agents, consultants or employees from those set forth in the drawings, bid proposal and contract. This includes additional, extra and incidental “Equipment and Special Services” as may be considered necessary to complete the project.

40-02 - Alteration of Equipment and Special Services and Quantities. The Department reserves the right to make such changes from time to time, in the drawings, the character, or quantity of the “Equipment and Special Services” to be furnished as may be considered necessary or desirable provided such alterations do not change the total cost of the project, based on the original lump sum bid. Any alterations that are within the general scope of the contract, but requiring a price adjustment, will be covered by change orders issued by the Department. Change orders for altered “Equipment and Special Services” will include extensions of contract time where, in the Department's opinion, such extensions are commensurate with the amount and difficulty of added “Equipment and Special Services.”

The contractor will not begin on any alteration requiring a change order until the agreement has been executed by the Department and the contractor.

Should any of the changes, not requiring a change order be made as provided herein, the contractor will furnish the “Equipment and Special Services” as altered, increased, or decreased at the contract unit price or prices.

In case a satisfactory adjustment in price cannot be reached for any item requiring a supplemental agreement, the Department reserves the right to terminate the contract as it applies to the items in question and make such arrangements as may be deemed necessary to furnish the “Equipment and Special Services.”

40-03 - Extra Equipment and Special Services. When changes to “Equipment and Special Services” are necessary to the proper completion of the project for which no quantities or prices were given in the bid proposal or contract, the same will be called extra “Equipment and Special Services” and will be furnished by the contractor when so directed in writing by the Department and in accordance with these specifications.

Prices for extra “Equipment and Special Services will be itemized and covered by a supplemental agreement submitted by the contractor and approved by the Department prior to the furnishing of the extra “Equipment and Special Services.” Contract time may be adjusted as appropriate for the

extra work. In case a satisfactory adjustment in price cannot be reached for any item requiring a supplemental agreement, the Department reserves the right to terminate the contract as it applies to the items in question and make such arrangements as may be deemed necessary to furnish the "Equipment and Special Services."

Claims for extra "Equipment and Special Services" not authorized in writing by the Department prior to the "Equipment and Special Services" being furnished will be rejected.

Notice of Department's acceptance of delivery will be provided to contractor by a receipted copy of the shipping documents or as otherwise provided.

SECTION 50 - CONTROL OF EQUIPMENT AND SPECIAL SERVICES

50-01 - Coordination of Specifications, drawings (if supplied) and Special Provisions. These specifications, drawings, special provisions, and all supplementary documents are essential parts of the contract. They are intended to be complimentary and a requirement occurring in one is just as binding as though occurring in all. In case of discrepancy, figured dimensions, unless obviously incorrect, will govern over scaled dimensions. Drawings will govern over specifications, supplemental specifications govern over specifications and special provisions will govern over drawings, supplemental specifications and specifications.

The contractor will not take advantage of any apparent error or omission in the drawings or specifications or other documents. In the event the Contractor discovers any apparent error or discrepancy, he will immediately call upon the Department for their interpretation and decision, and such decision will be final.

50-02 - Conformity with Specifications and Allowable Deviations. Delivered “Equipment and Special Services” will conform with details and dimensions as required by the approved specifications, except for such tolerances and minor deviations in such “Equipment and Special Services” which are specifically provided for in the specifications, or which are nationally recognized as the established, accepted tolerances for the method of manufacture of the equipment.

In the event the Department finds the “Equipment or Special Services” not within reasonably close conformity with the specifications, it will then make a determination whether or not reasonably acceptable “Equipment and Special Services” have been furnished and can be accepted. If the Department determines that reasonably acceptable “Equipment and Special Services” have not been furnished, but determines the “Equipment and Special Services” may remain in place, it will document the basis of acceptance by contract modification or as provided elsewhere in the specifications which will provide for an appropriate adjustment in the contract price for such “Equipment and Special Services,” either as he deems necessary to conform to his determination based on judgment, or as specifically provided for elsewhere in the specifications.

In the event the Department determines that the “Equipment or Special Services” are not in reasonably close conformity with the drawings and specifications and have resulted in an inferior or unsatisfactory product, the “Equipment or Special Services” will be removed and replaced or otherwise corrected by and at the expense of the contractor.

For the purpose of this subsection, the term "reasonably close conformity" will not be construed as waiving the contractor's responsibility to furnish and deliver the “Equipment and Special Services” in accordance with the contract specifications. The term will not be construed as waiving the Department's right to insist on strict compliance with the requirements of the contract specifications during the contractor's prosecution of the “Equipment and Special Services,” when, in the Department's opinion, such compliance is essential to furnishing acceptable “Equipment and Special Services.”

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Department with the authority to use good judgment in its determinations as to acceptance of “Equipment and Special Services” that are not in strict conformity but are equal to or better than that intended by the requirements of the contract, drawings and specifications.

50-03 - Authority of Department. All “Equipment and Special Services” will be furnished and delivered to the Department's satisfaction. The Department will decide all questions that arise as

to the quality and acceptability of "Equipment and Special Services" furnished, interpretation of the drawings and specifications, acceptable fulfillment of the contract, compensation, and disputes and mutual rights between contractors under the specifications. The Department will determine the quantity of "Equipment and Special Services" furnished, and the Department's decision and estimate will be final. The Department's estimate in such event will be a condition precedent to the right of the contractor to receive money due under the contract.

The Department has executive authority to enforce and make effective such decisions and orders as the contractor fails to carry out promptly and, in case of failure on the part of the contractor to furnish "Equipment and Special Services" ordered by the Department, the Department may, after giving notice in writing to the contractor, proceed to furnish and deliver such "Equipment and Special Services" as may be deemed necessary and the cost thereof will be deducted from compensation due or which may become due the contractor under the contract.

50-04 - Source of Supply and Quality. Unless otherwise specified, the materials incorporated in the equipment will be new and of good quality. All workmanship will be of good quality and free from defects. The contractor will, if required by the Department, furnish satisfactory evidence as to the source, kind and quality of the materials incorporated in the equipment. Special Services will be performed by competent and qualified personnel.

50-05 - Approval and Acceptance of Materials. Unless otherwise provided in the contract and when all other factors are substantially equal, the contractor will furnish materials that are manufactured to the greatest extent in the United States. The determination of the conformance of such materials with this requirement will be in accordance with the provisions of Wis. Stat. §16.754 (1987).

50-06 - Equivalent Equipment and Special Services. Whenever "Equipment and Special Services" are specified or described in the contract by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the Department if sufficient information is submitted by the contractor to allow the Department to determine that the Equipment proposed is equivalent to that named.

Request for review of substitute items of equipment will not be accepted by the Department from anyone other than the contractor. If the contractor wishes to furnish or use a substitute item of material or equipment, the contractor will make written application to the Department for acceptance thereof certifying the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice the timely delivery of the equipment, whether or not acceptance of the substitute will require a change in the contract to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the production of the equipment is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The Department may require the contractor to furnish at the contractor's expense additional data about the proposed substitute. The Department will be allowed a reasonable time within which to evaluate the proposed substitute and will be the sole judge of acceptability, and no substitute will be ordered or installed without Department's prior

written acceptance. The Department may require the contractor to furnish at the contractor's expense a special performance guarantee Surety with respect to any substitute.

The Department reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

50-07 - Unauthorized Unacceptable Equipment and Special Services. Any "Equipment and Special Services" that does not reasonably conform to the requirements of the contract, drawings, or specifications will be considered unacceptable and will be rejected. The contractor will remove any rejected equipment, unless otherwise instructed by the Department.

No rejected equipment, the defects of which have been corrected by the contractor, will be returned until such time as the Department has approved the equipment.

50-08 - Inspection. All "Equipment and Special Services" will be subject at all times to inspection by the Department or its authorized representatives, and the contractor will be held strictly to the true intent of the specifications in regard to quality of "Equipment and Special Services," workmanship, and the diligent execution of the contract. The Department or his representatives will be allowed access to all parts of the equipment, and will be furnished with such information and assistance by the contractor as is required to make a complete and detailed inspection.

The contractor will, if the Department requests, remove or disassemble such portion of the furnished equipment as the Department may direct before the final acceptance of the same. After the examination, the contractor will restore said portion of the equipment to the standard required by the specifications. If the equipment thus exposed or examined proves acceptable, the expenses of uncovering or removing and the replacing of the parts removed, will be paid for as "Extra Equipment and Special Services", but if the equipment so exposed or examined is unacceptable, the expense of uncovering or removing and the replacing of the same in accordance with the specifications will be borne by the contractor.

Contractor will provide Department, Department's representatives and other representatives of Sponsor, testing agencies, and governmental agencies with jurisdictional interests proper and safe access to equipment in the process of production at reasonable times as is necessary for the performance of their functions in connection with the contract.

50-09 - Removal of Unauthorized and Unacceptable Equipment and Special Services. "Equipment and Special Services" furnished, except as herein provided, or any "Extra Equipment or Extra Special Services" furnished without authority, will be considered as unauthorized and may not be paid for by the Department. Equipment so furnished may be ordered removed or replaced at the contractor's expense.

Equipment which is not within reasonably close conformity with the drawings and specifications and which results in an inferior or unsatisfactory product will be considered as unacceptable equipment.

Unacceptable equipment, whether the result of poor workmanship, due to defective materials, damage through carelessness or any other cause, found to exist prior to the final acceptance of the equipment, will be immediately removed and acceptably replaced or otherwise satisfactorily corrected by and at the expense of the contractor.

Upon failure on the part of the contractor to comply forthwith with any written order of the Department made under the provisions of this subsection, the Department will have authority to cause unauthorized Equipment to be removed or replaced and unacceptable "Equipment or Special Services" to be remedied or removed and replaced and to deduct the cost thereof from any monies due or to become due the contractor.

50-10 - Partial Acceptance. If at any time during the prosecution of the project the contractor substantially completes a usable unit or portion of the "Equipment or Special Services," the utilization of which will benefit the sponsor, he may request the Department to make final inspection of that unit. If the Department finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the Department may accept it, in writing, as being completed, and the contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial utilization by the sponsor will not void or alter any provision of the contract.

50-11 - Final Inspection. The Department will make an inspection of the equipment included in the contract as soon as practicable after notification by the contractor that all equipment has been incorporated into the project, tested in accordance with such field tests or special services as are specified, and apparently functioning as intended in their opinion been completed. If acceptable the Department will give written notice of final acceptance to the contractor.

Should the inspection disclose any equipment, in whole or in part, as being unsatisfactory, the Department will give the contractor the necessary instructions for correction of the same, and the contractor will immediately comply with and execute such instructions. Upon correction of the defective equipment, another inspection will be made which will constitute the final inspection provided the equipment has been satisfactorily remedied of all defects. In such event, the Department will make the final acceptance and notify the contractor in writing of this acceptance as of the date of final inspection.

50-12 - Corrections after Final Payment. Neither the final payment nor any provision in the contract will relieve the contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law. Upon written notice, he will remedy any defects due thereto and pay for any damage to other equipment resulting from the defects, which will appear within one year after the earlier of the date on which the sponsor has placed the equipment in continuous service or the date of completion and acceptance, or for such longer period of time as may be prescribed by terms of any applicable special guarantee required by the contract or by any specific provisions of the contract.

50-13 - Claims for Adjustment and Disputes. If for any reason the contractor deems that additional compensation is due him for "Equipment or Special Services" not clearly provided for in the contract or previously authorized as extra "Equipment or Special Services," he will notify the Department in writing of his intention to claim such additional compensation before he begins the "Extra Equipment or Special Services" on which he bases the claim. If such notification is not given or the Department is not afforded proper opportunity by the contractor for keeping strict account of actual cost as required, then the contractor hereby agrees to waive any claim for such additional compensation. Such notice by the contractor and the fact that the Department has kept account of the cost of the "Equipment or Special Services" will not in any way be construed as proving or substantiating the validity of the claim. When the "Equipment or Special Services" on which the claim for additional compensation is based has been completed, the contractor will, within ten (10) calendar days, submit his written claim to the Department for consideration in accordance with local laws or ordinances.

Nothing in this subsection will be construed as a waiver of the contractor's right to dispute final payment based on differences in measurements or computations.

SECTION 60 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

60-01 - Laws to be Observed. The contractor will at all times observe and comply with all federal and state laws and administrative rules, local laws, ordinances, and regulations which in any manner affect the furnishing and delivery of “Equipment and Special Services,” and all orders or decrees, as exist at the present or which may be enacted later, of bodies or tribunals having jurisdiction or authority over the furnishing of the “Equipment and Special Services.” No plea of misunderstanding or ignorance thereof will be considered. He will indemnify and save harmless the Department and all of its officers, agents, employees and servants against any claim or liability arising from or based on the violation of any law, ordinance, regulations, order, or decree, whether by himself or his employees, subcontractors or agents.

The movement of vehicles or equipment over any public highway to the project, necessary for the prosecution of the furnishing of the “Equipment and Special Services,” will be regulated in accordance with the provisions of the local municipality or state in which such movement occurs or any applicable federal regulation.

60-02 - Permits ,Licenses and Taxes. The contractor will procure all permits and licenses, pay all charges and fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the furnishing of “Equipment and Special Services,” except, owner will submit the bidding plans and specifications to the Wisconsin Department of Safety Professional Services per Wis. Admin. Code SPS §310 (2011), to obtain plan approval. Contractor will be responsible for DSPS inspections and final checklist from DSPS.

60-03 - Patented Devices, Materials and Processes. It is mutually understood and agreed that without exception contract prices are to include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the furnishing of the “Equipment and Special Services.” It is the intent that whenever the contractor is required or desires to use any design, device, material or process covered by letters, patent, or copyright, the right for such use will be provided for by suitable legal agreement with the patentee or Department and a copy of this agreement will be filed with the Department; however, whether or not such agreement is made or filed as noted, the contractor in all cases will indemnify and save harmless the Department from any and all claims for infringement by reason of the use of any such patented design, device, material or process, to be involved under the contract, and will indemnify the said Department for any costs, expenses, and damages which it may be obliged to pay, by reason of any such infringement, at any time during the prosecution or after the furnishing of the “Equipment and Special Services.”

60-04 - Federal Participation. For federal aid contracts, the United States government has agreed to reimburse the Department for some portion of the contract costs. Such reimbursement is made from time to time upon the Department's request to the FAA. In consideration of the FAA's agreement with the Department, the Department has included provisions in this contract pursuant to the requirements of the Airport and Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Act of 1987, and the Rules and Regulations of the Federal Aviation Administration that pertain to the Equipment and Special Services.

As required by the Act, the contract “Equipment and Special Services” are subject to the inspection and approval of duly authorized representatives of the administrator, FAA, and is further subject to those provisions of the rules and regulations that are cited in the contract.

No requirements of the Act, the rules and regulations implementing the Act, or this contract will be construed as making the federal government a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

60-05 - Responsibility for Damage Claims. The contractor will indemnify and save harmless the state, the sponsor, and the engineer and their officers, agents, employees, and other authorized representative from the following:

- a) all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the contractor;
- b) on account of or in consequence of neglect in safeguarding the work;
- c) through use of unacceptable materials in constructing the work;
- d) because of acts of omission, neglect, or misconduct of said contractor;
- e) because of claims or amounts recovered from any infringements of patent, trademark, or copyright;
- f) from claims or amounts arising or recovered under the "Workmen's Compensation Act," or other laws, ordinances, orders, or decrees.

Money due the contractor under and by virtue of the contract as may be considered necessary by the Department for that purpose may be retained for the use by the Department or, in case no money is due, contractor's Surety may be held until the suit or suits, action or actions, claim or claims for injuries or damages as aforesaid have been settled and suitable evidence to that effect furnished to the Department, except that money due the contractor will not be withheld when the contractor produces satisfactory evidence that they are adequately protected by public liability and property damage insurance.

The identification obligations of the contractor under this subsection will not extend to the liability of the engineering consultant, officers, directors, employees or agents caused by professional negligence, errors, or omissions of any of them.

Provide and maintain during the effective life of the contract, public liability and property damage liability insurance. This insurance will provide protection to the contractor and their construction subcontractors from claims for damages due to personal injury, accidental death, and damage to property, which may arise from operations under the contract, whether these operations be by anyone directly or indirectly employed by either of them.

Do not begin work under this contract until insurance coverage is obtained as specified hereafter. The insurance coverage specified will be maintained for the life of the contract, as

- a) Unemployment and Social Security, as required by current federal and state laws.
- b) Worker's Compensation Insurance, as required by Wisconsin statutes.
- c) Employer's Liability Insurance. Not less than \$100,000 coverage for each occurrence.

- d) Public Liability and Property Damage Insurance. The contractor will as a minimum provide the following coverage for the performance of work under this contract by their own forces or those of any subcontractor.
- 1) Damages for personal injury, including accidental death.
 - 2) Property damages that may arise from operations under this contract.
 - 3) Comprehensive General Liability coverage for:
 - (a) Premises and operations
 - (b) Independent contractors (subcontractors)
 - (c) Completed operations during construction and for 1 year after final acceptance of the project.
 - (d) Contractual coverage per Subsection 60-11, Responsibility for Damage Claims
 - 4) Broad Form Property Damage coverage will have the "XCU" Exclusions removed (explosions, collapse, underground property damage) on all contracts except pavement marking work.
 - 5) Limits of Liability:

Public Liability (Bodily Injury)	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Property Damage	
Aggregate	\$1,000,000
 - 6) Vehicle Liability and Property Damage, including coverage for owned, hired, and non-owned vehicles.

Combined Single Limit \$1,000,000
 - 7) Umbrella or Excess Liability Insurance in the amount of \$ 1,000,000 will be required above the Contractor's basic policy (follow through form).
- e) Certificate of Insurance. A certificate of insurance will be submitted to the Department upon execution of the contract and will contain:
- 1) Title and location of property or project covered.
 - 2) Policy numbers, date of expiration, terms, limits, and types of coverages.
 - 3) A notice of cancellation clause stating that the insurance company will notify the Department, in writing, 30 days prior to cancellation of the policy.
- f) Suspension of Work. In the event insurance coverage is canceled, expires, or is found to be inadequate, suspend all work under this contract until evidence of adequate coverage is obtained. Construction time lost due to insufficient insurance will not be eligible for contract time extension.

60-06 - THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

The state will not be liable to the contractor for damages or delays resulting from work by third parties. The state will also be exempt from liability to the contractor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. §4331-4332 (1970).

60-07 - No Waiver of Legal Rights. The Department will not be precluded or stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the "Equipment and Special Services" and payment therefore, from showing the true amount and character of the "Equipment and Special Services" furnished by the contractor, or from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that the "Equipment and Special Services" do not conform in fact to the contract. The Department will not be precluded, notwithstanding any such measurement, estimate or certificate and payment in accordance therewith, from recovering from the contractor and his sureties such damages as it may sustain by reason of his failure to comply with the terms of the contract. Neither the acceptance by the Department, or any representative of the Department, nor any payment for or acceptance of the whole or any part of the "Equipment and Special Services," nor any extension of time, nor any possession taken by the Department, will operate as a waiver of any portion of the contract, or of any power herein reserved, or any right to damage herein provided. A waiver of any breach of the contract will not be held to be a waiver of any other or subsequent breach.

The contractor, without prejudice to the terms of the contract, will be liable to the Department for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the sponsor's rights under any warranty or guaranty.

60-09 - Contractor's Responsibility for Furnishing Equipment and Special Services. Until the Department's final written acceptance of all furnished and delivered "Equipment and Special Services," excepting only those portions of the "Equipment and Special Services" accepted in accordance with the subsection titles, **PARTIAL ACCEPTANCE**, of section 50, the contractor will have the charge and care thereof and will take every precaution against injury or damage to any part due to the action of the elements or from any other cause, of the "Equipment and Special Services." The contractor will rebuild, repair, restore, and make good all injuries or damages to any portion of the "Equipment and Special Services" occasioned by any of the above causes before final acceptance and will bear the expense thereof except damage to the "Equipment and Special Services" due to unforeseeable causes beyond the control of and without the fault or negligence of the contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of public enemy or of government authorities.

60-10 - Environmental Protection. The contractor will comply with all federal, state, and local laws and regulations controlling pollution of the environment.

60-11 - Erosion Control. Perform the temporary and permanent erosion control measures and the storm water management measures required by Wis. Admin. Code §401 (2012), the plans, specifications, and contract documents and directed by the engineer.

Coordinate temporary erosion control measures with the permanent erosion control measures to assure economical, effective, and continuous erosion control.

Prepare and submit an erosion control implementation plan (ECIP) for the project, including borrow sites and material disposal sites, in accordance with requirements in Wis. Admin. Code §401 (2012).

The area of erosive land exposed to the elements by grubbing, excavation, borrow, or fill operations at any one time is subject to the approval of the engineer. The duration of the exposure prior to final trimming, finishing and seeding, or application of temporary erosion control measures will be brief.

Perform construction in and adjacent to rivers, streams, lakes, or other waterways to avoid washing, sloughing or deposition of materials into the waterways which would obstruct or impair the flow, thus endangering the work or stream banks, or which would result in undue or avoidable contamination, pollution, or siltation of such waterways.

The engineer has full authority to suspend or limit grading and other operations pending adequate performance of permanent erosion control measures such as finish grading, topsoiling, mulching, matting and seeding, and any temporary erosion control measures ordered by the Engineer.

Perform grubbing and grading operations in proper sequence with other work to minimize erosion. Construct intercepting ditches or dikes when practical after clearing and grubbing operations are completed and prior to or during excavating of the cuts. Where erosion is likely to be a problem, follow permanent erosion control measures immediately after the grading operations, if conditions permit, unless the engineer authorizes temporary erosion control measures.

Temporary and permanent erosion control will be measured and paid for as provided for the various Pay Items included for the control in the contract or as extra work, unless temporary erosion control is required because of the contractor's negligence, carelessness, or failure to install permanent controls.

Except as limited by subsections 156-4.3 and 156-5.12 for "Borrow Sites and Material Disposal Sites," temporary and permanent erosion control will be measured and paid for as provided for the various items of work included for the control in the contract, or as extra work, unless temporary erosion control is required because of the contractor's negligence, carelessness, or failure to install permanent controls.

60-12 - Final Cleaning Up. After delivery of the "Equipment and Special Services" and before final acceptance and final payment will be made, the contractor will remove from the site all miscellaneous machinery, surplus or discarded materials, and temporary structures.

The contractor will sweep the site as to ensure no soil or debris remains on site pavements.

SECTION 70 - PROSECUTION AND PROGRESS

70-01 - Subletting or Assignment of Contract. The contractor will not sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, or his right, title, or interest therein, without written consent of the Department.

Consent to sublet any portion of the contract will not be construed to relieve the contractor of any responsibility for the fulfillment of the contract or to release the contractor of his liability under the contract and bond. Total amount of sublet work will not exceed 70% of the contract amount.

Requests for permission to sublet any portion of the contract will be in writing and accompanied by a showing that the organization which will furnish portions of the "Equipment and Special Services" is particularly experienced and equipped to furnish such "Equipment or Special Services." The Department may also require that each request be accompanied by a copy of the proposed subcontract. Any subsequent change in the terms of a subcontract will be subject to separate approval.

"Equipment and Special Services" furnished by a subcontractor will not proceed until the request for permission to sublet such "Equipment and Special Services" is approved. If the contractor proposes to have "Equipment and Special Services" furnished and delivered by a person or firm other than a subcontractor, he will inform the Department, in writing if required, of the specific arrangement under which the "Equipment and Special Services" will be furnished and delivered, so that it may be established whether or not such arrangement constitutes subcontracting.

As a precedent to payment to the contractor for any part of the "Equipment and Special Services" furnished or delivered by a subcontractor or by the personnel and equipment of any other person or organization other than the contractor, the Department may require the contractor to file with him a copy of the subcontract or agreement with such subcontractor or other person or organization and/or a copy of any agreement that such subcontractor or other person or organization has with any other person or organization for furnishing "Equipment and Special Services" under the contract.

The contractor will insert in each of his subcontracts the provisions set forth in paragraph 60-01, and all contract labor provisions under the contract's federal requirements.

70-02 - Notice to Proceed. The notice to proceed will state the date on which it is expected the contractor will begin the manufacturing, assembly, shipment or delivery of "Equipment and Special Services" and from which contract time will be charged. The contractor will begin the manufacture, assembly, shipment or delivery of "Equipment and Special Services" under the contract within ten (10) days of the date set by the Department in the written notice to proceed.

70-03 - Notice of Change in Schedule. The contractor will, within ten (10) days after the effective date of the contract agreement, submit to the Department preliminary schedules of progress, shop drawing submissions, tests, and deliveries as required by the contract. No schedule which is required to be and has been accepted by the Department will be changed by the contractor without notice to the Department.

The contractor will competently and efficiently supervise and direct production of the equipment and furnishing of special services and coordinate all operations required to deliver the equipment and furnish special services. The contractor will designate in writing to the Department a person

with authority to act on behalf of the contractor with respect to the contractor's obligations under the contract, and all communications given to or received from that person will be binding on the contractor. Except as specifically provided in contract with respect to special services or otherwise, the contractor will not be required to perform services at the site.

70-04 - Shop Drawings and Samples. The contractor will submit to the Department in accordance with the accepted schedule of shop drawings submissions five (5) copies (unless otherwise specified) of all shop drawings which will have been checked by and bear a specific notation or indication of approval of the contractor and be identified as the Department may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Department to review the information as required. Purchase order completion is required to receive final shop drawings proposed for project install. The contractor cannot begin equipment install without Department shop drawing approval.

The contractor will also submit to the Department with such promptness as to cause no delay in the timely production of the equipment, all samples required by the contract. All samples will have been checked by and accompanied by a specific indication of approval of the contractor, and will be identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

At the time of each submission, the contractor will in writing call the Department's attention to any deviations that the shop drawings or samples may have from the requirements of the contract.

The Department will review and approve with reasonable promptness shop drawings and samples, but the Department's review and approval will be only for conformance with design concept of the equipment and for compliance with information given in the contract. Such review and approval will not extend to design data reflected in shop drawings which is peculiarly within the special expertise of the contractor or any party dealing directly with the contractor. The review and approval of separate items as such will not indicate approval of assembly in which item functions the contractor will make corrections required by the Department and will return corrections required by the Department and will return the required number of corrected copies of shop drawings and, if necessary, will submit new samples for review and approval. The contractor will direct specific attention in writing to revisions other than the corrections called for by the Department on previous submittal. The contractor's submission of any shop drawings or samples bearing contractor's approval will constitute a representation to the Department that the contractor assumes full responsibility for having determined and verified the design criteria, quantities, dimensions and verified the design criteria, quantities, dimensions, installation requirements, materials, catalog numbers, and similar data and that the contractor has reviewed or coordinated each shop drawing or sample with the requirements of the contract; however, it will not be the contractor's primary responsibility to make certain that the equipment is in accordance with the requirements, applicable laws, ordinances, rules or regulations.

When a shop drawing or sample is required by the contract special provisions, the contractor will not commence production of any part of the equipment affected thereby until such shop drawings or sample has been reviewed and approved by the Department.

The Department's review and approval of shop drawings or samples will not relieve the contractor from responsibility for any deviation from the contract unless the contractor has in writing called the Department's attention to such deviation at the time of submission and the Department has given written concurrence and approval to the specific deviation, nor will any concurrence or

approval by the Department relieve the contractor from responsibility for errors or omissions in the shop drawings.

70-05 - Visits to Contractor's Facilities. The Department will not make visits to the contractor's facilities where the equipment is being produced to observe production, inspection or testing of the equipment except as otherwise specified in the contract.

70-06 - Determination and Extension of Contract Time. The number of calendar days allowed or a given calendar date on or before which the equipment will be furnished and delivered and special services completed, will be stated in the bid proposal and contract and will be known as the contract time.

Should the contract time require extension for reasons beyond the contractor's control, it will be adjusted as follows:

- a) Contract time based on calendar days will consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Department's orders to suspend and resume all equipment and special services, due to causes not the fault of the contractor, will be excluded. Any additional days included in an approved change order will be added to the original contract time.
 - i. Charges against the contract time will cease as of the date of final acceptance.
- b) When the contract time is a specified completion date, it will be the date on which all contract "Equipment and Special Services" are completed and accepted.
 - i. If the contractor finds it impossible for reasons beyond his control to furnish the "Equipment and Special Services" within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Department for an extension of time setting forth the reasons which he believes will justify the granting of his request. The contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Department finds that the furnishing of the "Equipment and Special Services" was delayed because of conditions beyond the control and without the fault of the contractor, he may extend the time for furnishing the "Equipment and Special Services" in such amount as the conditions justify. The extended time for furnishing the "Equipment and Special Services" will then be in full force and effect, the same as though it were the original time for furnishing the "Equipment and Special Services."

70-07 - Failure to Furnish Equipment and Special Services on Time. Should the contractor fail to furnish the "Equipment and Special Services" within the time agreed upon in the contract or within such extra time as may have been allowed by extensions, there will be deducted from any monies due or that may become due the contractor, a sum specified as follows:

Original Contract Amount		
From More Than	To and Including	Completion Date of Calendar Day Basis
\$0.00	\$50,000.00	\$75.00
50,000.00	100,000.00	125.00
100,000.00	500,000.00	175.00
500,000.00	1,000,000.00	225.00
1,000,000.00	2,000,000.00	300.00
2,000,000.00	3,000,000.00	350.00
3,000,000.00	4,000,000.00	400.00
4,000,000.00		500.00

This sum will be considered and treated not as a penalty but as fixed, agreed and liquidated damages due the Department from the contractor by reason of inconvenience to the public, added cost of engineering and supervision, loss of revenues, and other items which have caused an expenditure of public funds resulting from his failure to furnish and deliver the “Equipment and Special Services” within the time specified in the contract.

Permitting the contractor to continue and furnish the “Equipment and Special Services” or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Department of any of its rights under the contract.

70-08 - Default on Contract. If the contractor: 1) fails to begin the manufacturing, assembly, shipment or delivery of the “Equipment and Special Services” under the contract within the time specified; 2) furnishes unsuitable “Equipment and Special Services” or refuses to remove or replace defective “Equipment and Special Services,” or to perform a new such furnishing of equipment as will be rejected as defective and unsuitable; 3) discontinues the prosecution of the manufacturing, assembly, shipment or delivery of “Equipment and Special Services;” 4) fails to resume manufacturing assembly, shipment or delivery of equipment which has been discontinued within a reasonable time after notice to do so; 5) becomes insolvent, or is declared bankrupt, or commits any act of bankruptcy or insolvency; 6) allows any final judgment to stand against him unsatisfied for a period of 48 hours; 7) makes an assignment for the benefit of creditors; 8) is determined to be in violation of the provisions of the contract relative to hours of labor, wages, character and classification of workmen employed, 9) for any other cause whatsoever fails to carry on the manufacturing, assembly, shipment or delivery of equipment in an acceptable manner, the Department may give notice in writing to the contractor of such delay, neglect, or default, specifying the same.

If the contractor, within a period of ten days after the date of such notice, will not proceed in accordance therewith, then the Department will, upon written certification by the inspector of the fact of such delay, neglect or default and the contractor's failure to comply with such notice, have full power and authority to forfeit the rights of the contractor in accordance with the terms of the contract; or may enter into a new agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as, in its opinion, will be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the Department, together with the cost of furnishing and delivering the “Equipment and Special Services” under the contract, will be deducted from any monies due or which may become due on such contract. In case the expenses so incurred by the Department will be less than the sum which

would have been payable under the contract if it had been completed by said contractor, then said contractor will be entitled to receive the difference subject to any claims for liens thereon which may be filed with the Department, or any prior assignment filed with it, and in case such expense will exceed the sum which would have been payable under the contract, the contractor and Surety will be liable and will pay to the Department the amount of such excess.

70-09 - Termination of Contractor Responsibility. The contract will be considered fulfilled when all the "Equipment and Special Services" has been furnished and the final inspection and acceptance has been made by the Department. The contractor will then be released from further obligation except as may be required by law and by his surety and the provisions of subsection 60-07. No waiver of legal rights and subsection 50-12, corrections after final payment.

70-10 - Termination for National Emergencies. The Department may terminate the contract or portion thereof by written notice when the contractor is prevented from proceeding with the contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before furnishing and delivery of the "Equipment and Special Services" in the contract, payment will be made for the actual number of units of items of "Equipment and Special Services" completed at the contract price or as mutually agreed for items of equipment partially completed or not started. No claims or loss of anticipated profits will be considered.

Termination of the contract or a portion thereof will not relieve the contractor of his responsibilities for the furnished "Equipment and Special Services" or his obligation for and concerning any just claim arising out of the furnished "Equipment and Special Services" performed.

SECTION 80 - MEASUREMENT AND PAYMENT

80-01 - Scope of Payment. The contractor will accept the compensation, as herein provided, as full payment for furnishing all materials, labor, tools, and incidentals necessary to furnish and deliver the “Equipment and Special Services” embraced under the contract; also for loss or damage arising from the nature of the procurement, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the manufacturing, assembly, shipment or delivery of the “Equipment and Special Services” until the final acceptance by the Department; and for all risks of every description connected with the manufacturing, assembly, shipment or delivery of the “Equipment and Special Services,” for all expenses incurred in consequence of the suspension or discontinuance of the contract as herein specified, and for any infringement of patent, trade-mark, or copyright; and for furnishing said “Equipment and Special Services” according to the drawings and specifications. Neither the payment of any estimate nor of any retained percentage will relieve the contractor of any obligation to make good any defective “Equipment or Special Services.”

No monies, payable under contract, or any part thereof, will become due and payable if the Department so elects, until the contractor will satisfy the Department that he has fully settled or paid for all liens and claims in furnishing and delivery of “Equipment and Special Service,” in the event the Department learns of liens or claims against the project.

80-02 - Acceptance of Equipment. The Department, accompanied by the sponsor will inspect the equipment upon delivery for the sole purpose of identifying the equipment and general verification of quantities in order to provide a basis for a progress payment. Such inspection will not be construed as final or as acceptance of any equipment not in conformance with the contract. If, when delivered, there are apparent defects in the equipment (through damage or otherwise), the Department will give prompt written notice thereof to the contractor. The contractor will without cost to the Department correct the defect or replace the equipment with non-defective equipment. If the contractor does not do so promptly and to the satisfaction of the Department, the Department may, accept delivery of the defective equipment and remedy the defect as appropriate with an appropriate reduction in the contract price as provided in subsection 50-02, conforming with “Specifications and Allowable Deviations,” instead of requiring removal or replacement. The Department may refuse to accept delivery of any equipment that is apparently defective. If there are no apparent defects, the Department will accept delivery.

80-03 - Partial Payment. Partial payments will be made at least once each month as the work progresses. Payments will be based upon estimates prepared by the engineer of the value of the work performed and materials complete in place in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection 80-07, “Payment for Materials on Hand.”

No partial payment will be made when the amount due the contractor since the last estimate amounts to less than \$500.

Upon substantial completion of the work, an amount retained may be paid to the contractor. When the work has been substantially completed, except for work that cannot be completed because of weather conditions, lack of materials or other reasons which, in the judgment of the Department, are valid reasons for non-completion, the Department may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or, in the alternative, may pay out the entire amount retained and receive from the contractor guaranties in the form of a bond or other collateral sufficient to ensure completion of the job.

Additional amounts will be retained from each partial payment to provide for the recovery of liquidated damages assessable against the contract and as required to cover any claims against the contract that have been filed with the Department pursuant to Wis. Stat. §779 (2005) prior to payment of the estimate.

It is understood and agreed that the contractor is not entitled to demand or receive partial payment based on quantities of Work in excess of those provided in the proposal or covered by approved change orders, except when the excess quantities have been determined by the engineer to be a part of the final quantity for the "Pay Item of Work" in question.

No partial payment will bind the Department to the acceptance of materials or Work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the Subsection 80-09, "Acceptance and Final Payment."

80-04 - Final Acceptance. Within 30 days after all equipment has been incorporated into the sponsors project, tested in accordance with such field tests as are specified and apparently functioning as intended; a final inspection will be made by the Department, accompanied by the sponsor to determine whether the "Equipment and Special Services" has been completed in accordance with the contract. Any prior partial estimates and payments will be subject to correction in the final estimate and payment.

80-05 - Assignment of Payments. All monies payable under the contract, or any part thereof, will be paid to the contractor in accordance with the provisions of this section, and no assignment or order executed by the contractor directing payment of any portion or all of such funds to any other person or persons will be recognized by the Department unless such assignment or order will specify the amounts to be so paid, and the purpose. The purpose for which the assignment or order is given will have attached, by endorsement or otherwise, the consent of the Surety. No such assignment or order will be binding on the Department.

80-06 - Claims for Adjustment in Compensation. Should the contractor deem that an adjustment in compensation is due him for furnishing and delivering "Equipment and Special Services" not clearly covered in the contract or not ordered by the Department as an extra, he will notify the Department in writing of his intention to make claim for such adjustment before he proceeds with the furnishing and delivery of "Equipment and Special Services" involved in such claim.

Should the contractor fail to give the Department written and timely notice of his intention to claim an adjustment in compensation as herein before provided, and to afford the Department the opportunity to investigate any changed conditions claimed before they are unduly disturbed, he thereby expressly waives such claim. In any event, the determination of the validity of the claim, will rest with the Department, or its authorized representative.

80-07 - Payment for Materials on Hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the Airport property or at other sites in the vicinity that are acceptable to the Department. The delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a) The material has been stored or stockpiled in a manner acceptable to the engineer at or on an approved site.

- b) The contractor has furnished the engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c) The contractor has furnished the engineer with satisfactory evidence that the material and transportation costs have been paid.
- d) The contractor has furnished the Department with approved purchase orders for the material so stored or stockpiled.
- e) The contractor has furnished the Department evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Department's payment for such stored or stockpiled materials will in no way relieve the contractor of contractor's responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used. Payment of materials on hand does not construe acceptance of the materials in its final functioning position.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The contractor will bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

80-08 - Differing Site Conditions. During the progress of work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract, or if unknown physical conditions or an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering the conditions will promptly notify the other party in writing of the specific differing conditions before the conditions are disturbed and before the affected work is performed.

Upon written notification, the engineer will investigate the conditions, and if the engineer determines the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor whether or not an adjustment of the contract is warranted.

No contract adjustment that results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

80-09 - Final Payment. When the contract work has been accepted in accordance with the requirements of Subsection 50, "Final Acceptance," the engineer will prepare the final estimate of the "Pay Items of Work" actually performed. The contractor can approve the engineer's final estimate or advise the engineer of objections to the final estimate that are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order.

The contractor and the engineer will resolve disputes in the measurement and computation of final quantities to be paid within 30 calendar days of the contractor's receipt of the engineer's final estimate. If, after the 30-day period, a dispute still exists, the contractor may approve the engineer's estimate under protest of the quantities in dispute, and the disputed quantities will be considered by the Department as a claim in accordance with subsection 50-13, "Claims for Adjustment and Disputes."

After the contractor has approved, or approved under protest, the engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments will be subject to correction in the final estimate and payment.

If the contractor has filed a claim for additional compensation under the provisions of subsection 50-13, "Claims for Adjustments and Disputes," or under the provisions of this subsection, such claims will be considered by the Department in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the contractor will be paid pursuant to a supplemental final estimate.

SECTION 90 - OPERATIONS ON AIRPORT

90-01 - Contractor Operations and Activities. The contractor will conduct his operations on the airport in a manner that will minimize interference with the normal operation of those airport facilities that are designated under this contract to remain open to air traffic and will implement all specified and other appropriate measures to ensure the safety of all users of the airport.

When special service activities occur near active runways or taxiways, the contractor will provide sufficient flag persons to direct "Equipment and Special Services" and safeguard aircraft traffic. At the close of each work day, the contractor will leave the site in a safe condition for the operation of aircraft. The contractor will furnish and place portable barricades across runways or taxiways to keep vehicles from entering active runway or taxiway areas and to keep aircraft from taxiing into areas under special service activities. At night, barricades will be equipped with red flashing lights. Barricades will have alternating colors of international orange and white.

90-20 - Runway Ends. The contractor will not allow any equipment to penetrate above the plane of the 20:1 approach slope of any active runway.

90-30 - Runway Edges. Except as provided on the contract or as may be authorized by the Department in writing the contractor will not perform special service activities within 200 feet of the centerline of an active runway.

90-40 - Taxiways and Aprons. Except as provided on the contract or as may be authorized by the Department in writing, the contractor will not perform special service activities within 25 feet of the edge of an active taxiway or apron. When so authorized to perform Special Service activities within such areas, the contractor will first implement appropriate marking and lighting provisions. Equipment and materials will not be allowed to project higher than any part of aircraft, using such taxiways and aprons, which may overhang such work areas.

90-50 - Excavations and Trenches. Excavations and open trenches located within 200 feet from the centerline of an active runway will be adequately signed, marked and lighted. Excavations and open trenches located adjacent to taxiway and apron pavements will be adequately signed, marked and lighted.

90-60 - Storage of Equipment and Materials. Equipment and materials will not be stored or parked within 750 feet from the centerline of an active runway or within 200 feet from the centerline of an active taxiway, unless specifically provided in the contract or authorized in writing by the Department. Debris will not be deposited on any portion of an operational runway, taxiway or apron. Should any debris be deposited accidentally, it will be removed immediately.

90-70. Contractor's Vehicles. All motorized vehicles operated by the Contractor on the airport will be equipped with a 3 foot square flag of a checkered pattern of international orange and white squares of not less than 1 foot on each side displayed in full view above the vehicle, or flashing yellow beacons appropriate for the purpose. For periods of limited visibility or darkness, the vehicles will also be equipped with light units appropriate for the purpose.

90-80 - Warning Markers. The cost of furnishing, installing and maintaining visible warning markers, flag persons, and other safety devices as herein required will be considered incidental to the contract and no separate or additional payment will be made.

90-90 - Airport Security. Contractor's equipment operating on the airport will be marked by identifying markings or features such as appropriate names or logos. Contractor's personnel while on the airport will be identified by contractor's logo on hard hats or apparel.

Segment III

SEGMENT III - SPECIAL PROVISIONS

1. **General.** The Equipment procurement under this contract for project (project #) Contract No. (contract #), (airport name) Airport, (city), Wisconsin, in (county) County, Wisconsin, will be in accordance with the drawings as included and will be executed under the requirements of Segment II, the **Standard Specifications for Airport Equipment Procurement General Requirements and Covenants 09/07/11** any attached “Supplemental Specifications” and these “Special Provisions.” References to ‘Department’ in the contract documents will be understood to mean the Bureau of Aeronautics.
 - a. These “Special Provisions and Technical Specifications” will identify the equipment performance to be met by the contractors.
 - b. Due to the specific nature of how various equipment components are put together to make up a functioning fueling system, known manufactures and suppliers of acceptable equipment will be identified.
 - c. “Or equal” equipment is acceptable if in fact it is equal in performance, materials, code compliance, and serviceability. The bidder will indicate that they comply with the performance specification, indicate equipment make and model, or comment to “or Equal” make and model.
 - d. Equipment components to have shop drawing review by the ENGINEER are not limited to, but including the following items:
 - i. A. (list items)
 - ii. B. (list items)
 - iii. C. (list items)
 - iv. D. (list items)
 - v. E. (list items)
 - vi. F. (list items)
2. **Scope of Equipment and Special Services.** The work under this contract consists of equipment purchase and install fuel facilities, site grading, prep work, and all incidental items necessary to complete the work as shown on the plans titled “Aircraft Fueling System,” sheets 1 through 10, these specifications and included in the “Contractor Bid and Equipment Procurement Contract.”
3. **Payment to all Subcontractors.** Within ten (10) calendar days of receipt by a contractor of a progress payment for work performed, materials furnished, or materials stockpiled by a subcontractor, the contractor will pay that subcontractor for all work satisfactorily performed and for all materials furnished or stockpiled.
 - a. The contractor agrees further to release retainer amounts to each subcontractor within ten (10) calendar days after the subcontractor’s work is satisfactorily completed. In addition, whenever the Department reduces the contract retainer amount, within ten (10) calendar days of receipt by a contractor of a retainer

payment, the contractor must reduce the total amount retained from subcontractors to no more than remains retained by the Department.

- b. The contractor will pay the subcontractor within the time frames described above unless the contractor complies with both of the following within ten (10) calendar days of receiving the Department's progress payment:
4. The contractor notifies the subcontractor in writing that the work is not satisfactorily completed.
5. The contractor requests approval from the Department to delay payment because the subcontractor has not satisfactorily completed the work.
 - a. The contractor's request for approval should include the written notification to the subcontractor and will provide sufficient documentation of good cause to assist the engineer in making a timely decision. If the engineer does not grant approval, the contractor will pay the subcontractor within ten (10) calendar days of the Department's decision.
 - b. All subcontracting agreements made by a contractor will include the above provisions and will be binding on all contractors and subcontractors.
 - c. The contractor certifies compliance with the requirements of this "Additional Special Provision" by signing the contract. This clause applies to both DBE and non-DBE subcontractors.

Segment IV

Schedule of Prices

SEGMENT IV – SCHEDULE OF PRICES

**BASE BID FOR : (AIRPORT NAME) AIRPORT AIRCRAFT FUELING SYSTEM
PROJECT NO. (project #)**

Bidder must state prices in numerical figures for the item(s) described below.

<u>ITEM DESCRIPTION</u>	<u>BID TOTAL</u>
FURNISH AND INSTALL AIRCRAFT FUELING SYSTEM, COMPLETE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, PER LUMP SUM	\$ _____

INFORMATIONAL SCHEDULE OF VALUES

Bidder will state the amount that is included in the Base Bid for all equipment, materials and installation required to complete the work. Informational bids are amounts requested for accounting purposes and for allocation of funds only. It is not intended to omit any of the work described from this project. The total of the items should equal the amount of the Base Bid, however, the Informational Schedule of Values will not be considered in determining the low bidder or awarding the contract.

ITEM DESCRIPTION AMOUNT

(Below are examples of breakouts and amounts, Add or Delete as needed-Delete this note)

MOBILIZATION AND SITE WORK, INCLUDING TRAFFIC CONTROL ITEMS, START UP AND TRAINING ,
PER LUMP SUM. \$ _____

FURNISH AND INSTALL PAVEMENTS: INCLUDING TANK

CONCRETE, ISLAND CONCRETE, CONCRETE APRON,
ASPHALT PAVEMENTS, CRUSHED ROCK BASE COURSE,
SUB BASE PREPARATION PER LUMP SUM \$ _____

FURNISH AND INSTALL ALL PIPING SYSTEMS PER L. S. \$ _____

FURNISH AND INSTALL 12,000 GALLON JET A TANK,
CABINET AND ALL EQUIPMENT PER LUMP SUM \$ _____

FURNISH AND INSTALL 12,000 GALLON AVGAS
LL TANK, CABINET AND ALL EQUIPMENT PER L. S. \$ _____

ELECTRICAL POWER AND CONTROL INCLUDING
LIGHTING, TANK GAUGE, TELEPHONE PER L. S. \$ _____