

SEGMENT II

SPECIAL PROVISIONS

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SPECIAL PROVISIONS (E-Bidding)

1. **General.** The work under this contract for the construction of Project LSE1023, La Crosse Regional Airport, La Crosse, Wisconsin, in La Crosse County, Wisconsin, shall be in accordance with the plans therefore and shall be executed under the attached General Provisions, requirements of the technical specifications of FAA Advisory Circular AC 150/5370-10H as included within, and these Special Provisions.

A. Pay Items having numbers beginning with "NS" shall be executed under the requirements of the non-standard specifications include in Segment III.

2. **Scope of Work.** The Work under this contract consists of the construction of ARFF Building Rehabilitation, and all incidental items necessary to complete the Work as shown on the plans and included in the Proposal and Contract.
3. **Prosecution and Progress.** The Work shall begin within 10 calendar days after a written notice to do so has been issued by the Engineer.

The contract is expected in Fall of 2026 followed by ordering of equipment and materials. Site and building work to start in the Spring of 2027 after equipment has been procured. The contract time will start once work starts on the project site.

4. **Notice of Other Contracts.** Project No. LSE 1019 for the Terminal Generator Replacement may be in effect during the life of this contract.
5. **Schedule of Operations.** The Contractor shall submit a tentative schedule of operations in writing to the Department one week in advance of the pre-construction conference.
6. **Pre-construction Conference.** A pre-construction conference will be held prior to the start of any work, for the purpose of coordinating the Contractor's operations on the airport. The Contractor and subcontractors shall attend or send an authorized representative. Other parties, as necessary will be invited by the Department. Typically the following are represented:

Bureau of Aeronautics
Federal Aviation Administration

Resident and Project Engineer
Airport Manager

7. **Payment to all Subcontractors.** Within 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 shall pay that subcontractor for all work satisfactorily performed and for all materials furnished or stockpiled.

The contractor agrees further to release retainage amounts to each subcontractor within 10 calendar days after the subcontractor's work is satisfactorily completed. In addition, whenever the Department reduces the contract retainage amount, within 10 calendar days of receipt by a contractor of a retainage payment, the contractor must reduce the total amount retained from subcontractors to no more than remains retained by the Department.

The contractor shall pay the subcontractor within the time frames described above unless the contractor complies with both of the following within 10 calendar days of receiving the Department's progress payment:

- 1) The contractor notifies the subcontractor in writing that the work is not satisfactorily completed.
- 2) The contractor requests approval from the Department to delay payment because the subcontractor has not satisfactorily completed the work.

The contractor's request for approval should include the written notification to the subcontractor and shall provide sufficient documentation of good cause to assist the engineer in making a timely decision. If the engineer does not grant approval, the contractor shall pay the subcontractor within 10 calendar days of the Department's decision.

All subcontracting agreements made by a contractor shall include the above provisions and shall be binding on all contractors and subcontractors.

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.

8. **Electronic Certified Payrolls Submittal**

Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>

- a. Ensure that all tiers of subcontractors, as well as all trucking firms, submit their weekly certified payrolls electronically through CRCS. These payrolls are due within seven days following the close of the payroll period. Every firm providing on-site physical labor towards completing the project is a subcontractor under this special provision.
- b. Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at 414-438-4584 or via email at: paul.ndon@dot.wi.gov to schedule the training.
- c. Written permission from the engineer must be obtained in order for the department to accept paper submittals of certified payrolls using forms DT-1816 and DT-1929 for information required under this special provision. Use of paper submittals will be reserved for individual special cases and acceptance will be the exception, not the rule.

- d. Only firms who have been previously approved for exporting payroll data from their computer into the CRCS can initially submit their payroll data this way. Firms not previously approved that desire to export payroll data will have to obtain permission from the Department. Approval will require the contractors' payroll coordinator to send several sample electronic files to Paul Ndon for evaluation and approval (Paul Ndon at 414-438-4584 or via email at: paul.ndon@dot.wi.gov) Not every contractor's payroll system is capable of producing acceptable export files for CRCS use.
- e. All costs for conforming to this special provision are incidental to the contract.

9. **Disadvantaged Business Enterprise Development.**

Requirements

Pursuant to the federal Disadvantaged Business Enterprise (DBE) program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE program regulatory provisions will be considered a material breach of contract. This is nonnegotiable. The required DBE Forms referenced in this provision must be included in the bid submittal (as specified below).

If a contractor fails to carry out the DBE program requirements and/or the required Contract Provisions for Federal Aid Contracts (the Federal Requirements document referenced is located in the bid proposal), sanctions will be assessed depending upon the facts, reasoning, severity, and remedial efforts of the contractor that may include: termination of contract, withholding payment, assessment of monetary sanctions, and/or suspension/debarment proceedings that could result in the disqualification of the contractor from bidding for a designated period of time.

Please Note:

The following represents only an abbreviated summary of DBE requirement and overview for preparing the bid submittal. The full Bureau of Aeronautics (BOA) DBE contract provision is made part of this contract by reference and can be found here:

<https://wisconsindot.gov/Documents/doing-bus/aeronautics/airports/dbe-pr-6121.pdf>

The WisDOT DBE program can be found here: <https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/2021prgmplan.pdf>

Directory of DBE firms

The only resource for DBE firms certified in the State of Wisconsin is the Wisconsin Unified Certification Program (UCP) DBE Directory. DBE firms are certified based on various factors including the federal standards from the Small Business Administration that assigns a North American Industrial Classification (NAICS) Codes. DBE firms are only eligible for credit when performing work in their assigned NAICS code(s). Wisconsin Department of Transportation (WisDOT) maintains a current list of certified DBE firms at: <http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx>

DBE Documentation Bid Submittal Requirements

The Bureau of Aeronautics (BOA) will consider the bid nonresponsive and will reject the bid if the bidder fails to furnish the DBE Forms, as required.

1. Included in the bid submittal

- a. The Commitment to Subcontract to DBE (**Form 550bdev**) must be completed including all arithmetic, and supplemental documentation, and submitted by **ALL** bidders.
- b. Fully completed and signed Attachment A's are required to be included in the bid submittal.
- c. If the assigned DBE contract goal is not met, Documentation of Good Faith Effort (**Form DT1202**) is due **in addition to Form 550bdev** at time of bid, and must include all supporting/supplemental documentation.
- d. Submittal instructions: Include with bid submittal through Bid Express.

2. Verification of DBE Commitment

The documentation related to DBE subcontract commitment submitted prior to contract award is evaluated as follows:

a. DBE Goal Met

If the bidder indicates that the contract DBE goal is met, the Department will evaluate Form 550bdev and Attachments A to verify the actual DBE percentage calculation. If the DBE commitment is verified, the contract is eligible for award with respect to the DBE commitment.

b. DBE Goal Not Met

If the bidder indicates a bid percentage on Form 550bdev that does not meet the assigned DBE contract goal, the bidder must request alternative evaluation of good faith effort through submission of Form DT1202 (Documentation of Good Faith Effort) at the time of bid including narrative description and supplementary documentation. The Department will review the bidder's DBE commitment and evaluate the bidder's good faith effort submission. Following evaluation of the bidder's Good Faith Effort documentation, the bidder will be notified that the Department intends to:

1. *Approve* the request (adequate documentation of GFE has been submitted)- no conditions placed on the contract with respect to the DBE commitment;
2. *Deny* the request (inadequate documentation of GFE has been submitted)- the contract is viewed as non-responsive per **Wisconsin DOT federally approved DBE Program plan** (see link below) and will not be executed. If the Department denies the bidder's request, the contract is ineligible for award. The Department will provide a written explanation for denying the request to the bidder. The bidder may appeal the Department's denial.

The Good Faith Effort information will be forwarded by the Bureau of Aeronautics (BOA) to the DBE Office (OBOEC) for evaluation. Additional information may be requested by the DBE Office upon review. Utilization of the GFE toolkit linked below is preferred and makes review of GFE requests standardized.

Good Faith Efforts (GFE) Tool Kit

wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/gfe-tool-kit.pdf

DBE Commitment and Program Compliance

If the contract is awarded, the Prime Contractor must obtain written consent from the Bureau of Aeronautics (BOA) to change or replace any DBE firm listed on the approved Form 550bdev, unless BOA has granted permission for the reduction, replacement, or termination of the assigned DBE in writing. If a prime contractor or a subcontractor on of any tier uses its own forces to perform work assigned to a DBE on an approved DBE commitment, **penalties and sanctions will apply up to (and include) non-payment for the work.** Any changes to DBE commitment after the approval of Form 550bdev must be reviewed and approved by BOA prior to the change.

For additional information on processes, reference the **WisDOT DBE Program Plan**, located at link: <https://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>.

10. Bidding Requirements and Conditions

Section 20 of the contract general provisions have the following modifications:

- a) Section 20.1 Prequalification of Bidders. Clarification: It is important to note that while this contract will be electronically bid, the prequalification process is a SEPARATE paper process and must be completed prior to the deadline established in the bid advertisement. A signed original hard copy of the prequalification must be sent to the department to complete the processing. The Bureau of Aeronautics prequalification may be sent via email to meet the submission deadline to help expedite processing and may be sent to: dotboabidding@dot.wi.gov
- b) Section 20.1(7) is removed and replaced with the following: The electronic bid template includes a section to provide outstanding workload information which will be included with the overall electronic bid submittal. The template allows two options to provide outstanding workload information 1) by direct entry of each project and the workload remaining or 2) by uploading a scan of the completed outstanding workload form and any attachments. One of these methods must be used. The Bidder will have to select an omission box for the NOT used.

Section 20.3(3) is removed and replaced with the following. Plans and specifications are available electronically at <https://bidexpress.com/businesses/51671/home>. Plans, specifications and contract documents are available free of charge. A free registration is required so that plan holders are known, and notifications can be sent to all plan holders for addendums or other information offered to plan holders that may affect the bid.

- c) 20.6 Preparing the Proposal is removed and replaced with the following.
 - (1) All necessary components required for properly furnishing a completed bid are included in the Electronic Bidding template.
 - (2) Ensure all information is completed and blanks are completely filled out
 - (3) Several areas within the template provide multiple ways to comply with the element. It is only necessary to complete one of the methods, and then indicating by check box omitting the other methods not used. For example, the outstanding workload may either be directly entered and built within the

template, or an upload of the completed form can be provided. If the Bidder chooses to build the list, the Bidder must indicate in the location to upload the form, that they are omitting the upload since they have directly entered the information. The opposite is true if the bidder chooses to upload the form, in that case, the Bidder will check the omission box for the direct entry because you are uploading the information. Similar omission check boxes are provided in other areas on the template. Such as the Bid security area which allows 4 options. The Bidder is required to chose only one option, while all the other options not used, the omission boxes are checked.

- (4) Upon selecting to check completeness of the bid, or upon attempting submitting the bid, the E-bidding software system will automatically perform a completion check. Any areas within the bid template that are required and incomplete will be highlighted and identified calling attention to required information.
- (5) **IMPORTANT NOTE:** When attempting to submit a bid that is noted as incomplete, the system will warn the Bidder. The system WILL allow if the Bidder override the incomplete notice and submit an incomplete bid! This allows a bidder to submit drafts so that the entire template does not have to be completed in a single sitting. Each time the bid is submitted, only the latest version is saved/submitted. All previous submissions will be superseded thus allowing updates. Please ensure the final submitted bid has been identified as complete. **ANY BID SUBMITTED AT THE TIME OF CLOSE OF BIDS THAT IS RECORDED AS INCOMPLETE, WILL NOT BE UNSEALED (OPENED) OR WILL BE REJECTED AS NONRESPONSIVE.**

- d) 20.8 Proposal Guaranty shall have the following addition.
 - 1) The E-Bidding template provides multiple ways to provide bid security. One additional feature is the electronic verification of bid bond via Surety 2000 or SurePath. Providing the Bond ID number will automatically be checked by the E-Bidding Software to verify the bond. No additional upload or mailing of the bond will be necessary.
 - 2) There are FOUR (4) methods in the E-Bidding template to provide for the bid security. The Bidder is required provide only one of the options. The other options NOT used; the Bidder must check the omission box indicating that they are not choosing each of the options as they are meeting the requirement with one of the other methods.
 - 3) **Please be aware:** If choosing any option other than Electronic Bond verification or the WisDOT certificate of annual bid bond, the bidder is required to upload a copy of the bond, check AND are **the Bureau of Aeronautics must receive the original bond, or check etc by the close of business two (2) business days after the close of bids. Failure to provide the original document may result in bid rejection.**
- e) Section 20.9 Proposal Delivery.
 - 1) This contract is electronically bid and therefore section 20.9(4) applies. The delivery shall be via Bidexpress.com. The provided template for the specific project must be completed. All components necessary except for bidder uploads are provided in the template for the contract. The Software automatic checking feature will check to see that components are completed, or files uploaded, but it is not capable to make determinations as

the sufficiency of the information or documents to meet the contract requirement(s). The Department reserves the right and authority to approve or reject the bid based upon the technical or other information provided.

- 2) **Bids received and indicated as incomplete after the close of bids will be not be opened or rejected as nonresponsive.**
- 3) Bids submitted by firms who have not obtained approved, current and valid prequalification in accordance with the bid advertisement **will not be opened or rejected as nonresponsive.**
- 4) E-Bidding will not allow any bid to be submitted after the time of close of bids
- 5) **Firms who intend to submit a bid proposal must register and obtain a digital ID.**
 - a. This registration is free of charge and may take several days to fully process and complete. Therefore, potential bidders are encouraged to obtain their digital ID registration as soon as possible to ensure the digital ID is obtained to allow sufficient time to complete the bid prior to the deadline of close of bids.
 - b. **Only the Prime or General contractor actually submitting a bid proposal is required to obtain a digital ID.** No bid can be submitted without the Digital ID. Subcontractors or suppliers are NOT required to obtain digital ID registration.
 - c. **ATTENTION:** Despite the similar name, this project is bid under BidExpress.com. Which is unique, distinct and completely separate from AASHTOware (BidX.com). Separate registration and digital ID credentials are required to bid this contract under BidExpress.com
- 6) **Cost for Electronically Submitting a Bid:** There is a fee that the bidder will be charged for submitting the bid. These fees are subject to change from time to time. Only Prime or General Contractors who select and choose to submit a bid proposal on the contract will be charged a single fee. There are two fee options.

11. **Section 70-11 of the Federal General Provisions - Responsibility of Damage and Tort Claims** shall be supplemented with the following section 70-11(a) as follows:

70-11(a) Local Insurance Requirements

A. Standard Commercial Insurance

Maintain not less than, the following standard insurance types and limits of commercial insurance in force until completing and obtaining the department's acceptance of all work as specified in 50-15 "Final Acceptance".

Type of Insurance	Minimum Limits Required [Note 1]
1. Commercial general liability insurance; shall be endorsed to include blanket contractual liability coverage.	\$2 million combined single limits per occurrence with an annual aggregate limit of not less than \$4 million.
2. Workers' compensation and employers' liability Insurance.	Workers' compensation limits: statutory Limits Employers' liability limits: Bodily injury by accident: \$100,000 each accident Bodily injury by disease: \$500,000 each accident \$100,000 each employee
3. Commercial automobile liability insurance: shall cover all contractor-owned, non-owned, and hired vehicles used in carrying out the contract.	\$1 million-combined single limits per occurrence.

[Note 1] The contractor may satisfy these requirements through primary insurance coverage or through excess/umbrella policies.

B. Builders Risk Insurance

It is the responsibility of the Contractor to provide Builder's Risk Insurance according to the stated specifications when the building is new construction of a freestanding structure or if the Contractor has complete control of the building or during these type of operations including but not limited to: new terminal buildings, renovating, expanding existing terminal buildings, hangars, equipment storage buildings etc.

The Contractor will provide and maintain "All Risks" Builders Risk insurance insuring 100% of full replacement value of the work including change orders for incorporation into work. The insurance shall be purchased by the Contractor, and name all Sub-Contractors of all tiers, Wisconsin Department of Transportation and the airport owner or owners as insured's, and all others having an insurable interest in the Work (if any).

Insurance provided is to insure against "All Risks" of physical loss or Damage and be issued on an "All Risks" builders risk policy to apply to:

- a) The "All risk" Builders Risk policy shall include coverage for all fixtures, materials, machinery, and equipment that constitute a permanent part of the structure. This coverage shall also include coverage for damage to foundations, including pilings, equipment, machinery and materials that have not been installed but which are destined to become a permanent part of the structure including property in transit.

Each bidder shall provide the department with certificates of insurance as evidence that required coverage's for insurance types 1, 2, and 3 are in force. The bidder shall

provide certificates of insurance with their prequalification or accompanied with the contract prior to the department fully executing the contract.

Notify the department at least 60 calendar days before a cancellation or material change in coverage. Only obtain coverage from insurance companies licensed to do business in the state that have an A.M. Best rating of A- or better. The cost of providing the required insurance coverage and limits is incidental to the contract. The department will make no additional or special payment for providing insurance.

The above insurance requirements shall apply with equal force whether the contractor or a subcontractor, or anyone directly or indirectly employed by either, performs the work under the project.

12. **Section 90-06 of the federal General Provisions - Partial Payments** shall be supplemented with the additional section 90-06(a) as follows:

90-06(a) Payment Withholdings

Liquidated Damages and Claims

(1) The department will withhold a portion of the payment from progress payment estimates for liquidated damages and claims including the following:

1. To provide for recovery of liquidated damages assessable against the contract as specified in Section 80-08
2. To cover claims against the contract filed with the department under chapter 779 of the Wisconsin statutes.

<http://docs.legis.wi.gov/statutes/statutes/779>

3. To provide for recovery of damage and tort claims assessable against the contract as specified in the project special provisions.

(2) Liquidated Damages as assessed and finally determined will be permanently withheld.

(3) The amount withheld for claims or recovery of damage for tort claims will be released in accordance with the resolution of the claim.

Retainage

(1) In addition to liquidated damage withholding, the Department will withhold retainage in accordance with State Statute 66.0901 as follows:

1. An amount equal to 5 percent of each estimate until 50% of the work has been completed. Thereafter the total amount of retainage will remain equal to 5 percent of the estimated completed cost shall continue to be retained while the project is progressing satisfactorily.

2. At 50% completion or any time thereafter when the work is not satisfactory, additional amounts may be retained, but the total retainage may not exceed 10% of the estimated completed contract value.

(2) Retainage may be released upon substantial completion as specified in 50-15, except an amount equal to the estimated value of remaining work to be completed which shall be retained until final acceptance. After final acceptance has been granted as specified in 50-15, any remaining retainage shall be released.

13. **Award of Contract.** Award of Contract will be in accordance with Section 30.2 of Part 1 – Federal General Provisions. Section (3) from the Federal General Provisions reads as follows:

If the Department does not make an award on September 30, 2026 after opening the proposals, the lowest responsible Bidder, after September 30, 2026, may request, in writing, that the Department make the award. Stipulate a deadline of 10 business days or more, after the date of the request, for the department to make the award. If the Department does not make the award within the stipulated time, the Bidder is relieved of its obligation to execute a contract and contract bond.

14. **Construction Layout and Staking**

Construction Layout and Staking shall be according to Section 50-07 of the General Provisions.

Engineer will set necessary horizontal and vertical control for the project. The Contractor is responsible for preserving the Control, and for all construction staking required to construct the project in accordance with the lines and grades shown on the Plans.

No payment will be made separately or directly for Construction Layout and Staking. Construction Layout and Staking shall be considered necessary and incidental to the work of this Contract.

15. **Safety Requirements**

See "Construction Operation and Safety Phasing Plan" sheets in plan set for additional requirements

- A. Runways, Taxiways and Apron: Construction activity adjacent to the runways, taxiways and aprons which will be in use shall be coordinated with Airport Operations through the Engineer. Construction activity will be authorized after Notams (notices to air mission) have been issued by Airport Operations; after marking, barricade, and lighting provisions have been implemented by Contractor; and after it has been determined that the height of equipment and materials is beyond the reach of the aircraft or safely below any part of the aircraft using the operations areas which might overhang these areas.

B. Excavation and Trenches

- 1) Runways: Work is not permitted within any runway safety area (RSA) unless that runway is first closed by Airport personnel.
- 2) Taxiway and Aprons:
 1. Work is not permitted within any taxiway safety area (TSA) unless that pavement is first closed by Airport personnel.
 2. Work may be permitted within any taxiway object free area (TOFA) as long as requirements per AC 150/5370-2G Chapter 2, Item 2.22.4 are met.

C. Stockpiled Material: Extensive stockpiled materials will not be permitted within 750 feet from an active runway centerline or 250 feet from an active taxiway centerline, as directed by the Engineer or as shown in the "Construction Operation Plan."

D. The successful bidder shall complete the Safety Plan Compliance Document (SPCD) Worksheet for Airport Projects. This is to detail how the contractor intends to comply and implement the construction safety plan.

16. Construction Vehicle Traffic

See "Construction Operations and Safety Phasing Plan" sheets in the plan set for additional requirements.

All motorized vehicles operated by the Contractor inside the Airport fence shall be equipped with a 3-foot square flag, consisting 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. Alternatively, or for periods of limited visibility or darkness, these vehicles shall also be equipped with flashing yellow light units.

Where Contractor's operations occur near active runways or taxiways involving air traffic, contractor shall provide sufficient flag persons to properly route all construction equipment.

17. Limitations on Construction

See "Construction Operations and Safety Phasing Plan" sheets in plan set for additional requirements.

- A. All vehicles are to be parked and serviced behind the construction restriction line 750 feet or more from an active runway centerline or 250 feet from an active taxiway centerline.
- B. Open trenches, excavations and stockpiled material at the construction site should be prominently marked with orange flags and lighted with steady burning red light units (acceptable to the Engineer) during hours of restricted visibility and/or darkness. Under no circumstances are flare pots to be used on the airport. Standard for flags is 20 inches square.

- C. Stockpiled material or materials in use or being placed shall be constrained in such a manner as to prevent movement because of aircraft blast or wind. Water may need to be applied to aggregates or soils to prevent dust which is incidental to the contract. Material should not be stored near aircraft turning areas or movement areas.

18. **Marking and Lighting of Closed or Hazardous Areas on Airport**

This section shall conform to the requirements of Section 70 of the General Provisions, which is supplemented as follows:

See "Construction Operations and Safety Phasing Plan" sheets in plan set for additional requirements.

The Contractor shall have a person on call 24 hours per day for emergency maintenance of airport hazard lighting and barricades.

The Contractor shall furnish and place portable barricades across apron or taxiways to keep vehicles from entering active areas and to keep aircraft from taxiing into areas under construction. Care shall be exercised by the Contractor during construction adjacent to aprons and taxiways not to place barricades closer than the clear distances stated above. The Contractor will be responsible for provision of evenly graded transitions, using base course material at the same grade as remaining pavement. Transition shall be no steeper than 10:1 slope. At night, barricades shall be equipped with red flashing lights. Barricades shall have alternating colors of International Orange and White. Red flashing lights shall be at least 5 candelas.

The Contractor may not close any active pavement area without giving the Engineer 24-hour prior notice and approval by the Airport Manager.

Barricades shall be as shown on the plans. Spacing of barricades shall be linked end to end to form a barrier. Barricades used shall be adequately weighted to withstand wind, propeller, or jet blasts.

19. **Maintenance of Traffic**

See "Construction Operations and Safety Phasing Plan" sheets in plan set for additional requirements.

20. **Construction Superintendent**

The following supplements Section 50-05 of the General Provisions.

- A. The Contractor shall furnish a competent Construction Superintendent for the duration of the project to provide construction management.
- B. The responsibilities of the Construction Superintendent include but are not limited to: coordination with the Engineer, the Airport, WisDOT-Bureau of Aeronautics, and all subcontractors; scheduling of subcontractors; supervision of all

construction; supervision of all signing, barricades, and lighting; quality control, change order approval; scheduling and monitoring gate guards and haul routes; coordination with all utilities involved and attend all construction meetings.

- C. The Construction Superintendent shall be employed by the prime contractor and shall be named at the preconstruction conference, subject to the approval of the Engineer. The Superintendent responsibilities shall not be delegated to a subcontractor or other individual unless approved by the Engineer. The Superintendent shall be available 24 hours a day and shall be on the construction site when there is construction activity on the project, unless otherwise approved by the engineer. During times of shift work, or day and night work schedules, the Superintendent may appoint an additional Superintendent, as approved by the Engineer. At all times during construction, one of these approved Superintendents must be on the construction site, unless otherwise approved by the Engineer.
- D. The Superintendent shall attend all periodic construction meetings unless otherwise authorized by the Engineer. Weekly construction meetings are anticipated however, the Engineer may schedule more or less frequent meetings depending upon the nature of the anticipated construction activities.
- E. No separate measurement or payment will be made for a construction trailer, phone services, or utility services to be used by the Construction Superintendent if he deems those necessary.
- F. Liquidated damages in the amount of five hundred (\$500) per day will be assessed for each day there is construction activity on the project site without an approved Construction Superintendent being available on-site. Any liquidated damages will be accounted for and assessed by the engineer separate from any other liquidated damages that may apply to the contract and will be administered by the department.

21. Requirements for Airport Identification Badges

The following supplements Section 50 of the General Provisions. The requirement for ID badges is as on the LSE Regional Airport badging information page which can be found at <https://support.lseairport.com/help/badging>

A. Purpose

To establish the procedures and guidelines for use in the identification of the contractor personnel during the construction of this project.

B. Scope

Review the La Crosse Airport badging website for guidance on obtaining an airport badge: <https://business.lseairport.com/general-aviation-resources/#badging>,

Contractors working in airport buildings that have access to the airfield such as

the terminal or ARFF will be required to obtain an airport badge. Contractors working inside the airfield fence will be required to obtain an airport badge. Terminal area access requires a SIDA badge while all other access requires an AOA badge.

If a contractor needs infrequent access to airport buildings or the airfield (less than 3 days) for work, they may be escorted by a badged person. A badged person can only escort one vehicle at a time. A badged person can be responsible and escort up to 3 unbadged workers at a time and must be able to maintain line of site, talk to the unbadged personnel and actively supervise them at all times. Unbadged personnel cannot leave a badged persons line of site for any length of time. The badged person is responsible for maintaining security of the building or airfield and for ensuring that contractor personnel always stay within designated areas. Only badged personnel may open an access-controlled door, locked door, security gate, fence gate or allow personnel inside the building or inside the airfield fence.

To have personnel badged, the prime contractor will be required to complete a Contractor Authorization Form listing the names of all prime contractor and subcontractor employees that will need to be badged for the project. Additionally, the prime contractor will be required to designate a person who will act as a signatory authority. The signatory authority will be required to personally authorize each badge application by signing the application and will be responsible for the return of all badges at the end of the project or ineligibility of applicant.

All badge request forms must be completed by an individual applicant and be signed by the signatory authority. Once the form is completed and signed, the personnel must come to the airport and present the signed form along with two forms of government issued identification to initiate a threat assessment and background check. A passport will count as two forms of government issued identification. If the proposed badge recipient passes a threat assessment check, the recipient will then be required to attend training classes and pass the training test before their badge is issued.

If the person proposed to be badged will be driving on the Air Operations Area (AOA), they must also pass an airfield driving test.

Processing time to get a badge is approximately 10 days after presenting the required identification and forms in person at the La Crosse Regional Airport. Badges are \$75 each and will expire on June 30th. There is a \$30 renewal fee upon expiration. All expired and unexpired badges must be turned in at the end of the project or a fine per Airport policy will be imposed.

Failure to follow the requirements of the badging guide may result in fines from the Transportation Safety Administration (TSA), the Airport, or both.

C. Payment

No direct payment will be made for ID badges; the costs of all badge requirements outlined in the guide shall be included as incidental to the construction costs of various items.

22. Requirements for Gate Guards

Gate guards are required any time significant amounts of material are hauled through the airport perimeter fence or when the perimeter fence is to remain open.

The following supplements Section 50 of the General Provisions.

A. Purpose

To establish the procedures and guidelines for use of gate guards to be followed by airport tenants or contractors while conducting hauling operations at the La Crosse Regional Airport.

B. Definition

Hauling Operation – Any operation in which a company requires two or more vehicles to enter and/or exit any gate on a continuous basis throughout any given day.

C. General

All tenants or contractors that will be conducting hauling operations as part of their project must utilize gate guards. Gate Guards must have an Airport Identification Badge, be of quality character, and be uniformed or have a construction vest identifying what company the gate guard is employed. For smaller pavement projects on the airfield, contractors can use employees who meet the requirements.

For large hauling operations, Gate Guards shall be security professionals employed by an Airport approved professional security company.

D. Procedure

- a. Gate Guard use requires no less than 48 hours' notice to Airport Operations.
- b. Gate Guards must complete training provided by Airport Operations prior to acting as a Gate Guard.
- c. Gate Guards must always have in their possession the following items.
 - (1) A copy of Gate Guard procedures provided by Airport Operations during training.

- (2) Authorized Access List – A list of all vehicles and personnel that are authorized to enter the gate.
- (3) “Stop List” – list of lost SIDA badges
- (4) Communications
 - i. Contact must be made with Airport Operations before Gate Guard operations commence, and after Gate Guard operations are completed for the day.
 - ii. The Gate Guard shall be equipped with a cell phone supplied by the contractor or security contractor. A contact number must be provided to Airport Operations before Gate Guard operations commence each day.
- (5) Sign in/out forms including; name, company, time in, and time out for any person or vehicle entering or exiting the gate.

d. Airport Operations Supervisors will meet daily with Gate Guards to ensure that they are properly trained, have a working communications device, and possess the required items listed above. These inspections will be noted in the Operations Log.

E. Payment

No separate payment will be made for the Gate Guard; the cost shall be incidental to the execution of the contract.

23. Airport Security

- A. In the interest of airport security, Contractor's forces shall be readily identifiable. Contractor will be required to certify at the Pre-construction Conference that he will observe and respond to Airport Director's requirements for complying with the Airport Operations training. Security Badges issued by the Airport will be required for the Contractor's forces, which will be discussed at the Pre-construction Conference.
- B. The Contractor shall have a designated person on call 24 hours per day for emergency maintenance of barricades, temporary fencing, or other security issues that arise because of the project construction.
- C. No motor vehicles of any type shall be allowed to park overnight or unattended without prior authorization from Airport Operations through the Engineer.

In the event that security is breached through the Contractor's neglect, Contractor shall pay La Crosse Regional Airport all costs associated with the security breach, including, but not limited to, fines, legal costs, equipment replacement, and repair of damage.

24. City of La Crosse Insurance Requirements

The following insurance requirements must be met to meet the City of La Crosse requirements. If other insurance requirements are listed within the project documents, the higher of the two will prevail.

Worker's Compensation and Employers Liability Insurance – The Contractor shall cover or insurance, under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

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