**SPECIAL PROVISIONS (E-Bidding)**

**THIS PARAGRAPH IF FEDERALLY FUNDED (NON PRIMAY GA Airports)**

1. **General**. The work under this contract for the construction of Project (AIP 3-55-XXXX-XX if federally funded), (airport name) Airport, (city), Wisconsin, in (county) County, Wisconsin, shall be in accordance with the plans therefore and shall be executed under the attached General Provisions, requirements of the **Standard Specifications for Airport Construction, 2021 Edition**, the attached Supplemental Specifications and these Special Provisions.
	1. Pay Items having numbers beginning with "P", "F", "D", "T", "L", and "X" (specials) shall be executed under the requirements of the **Standard Specifications for Airport Construction, 2021 Edition**, Supplemental Specifications, and these Special Provisions.
	2. Pay Items having numbers without a letter prefix shall be executed under the requirements of the **Standard Specifications for Highway and Structure Construction, Current Year Edition;** and these Special Provisions.

**THIS PARAGRAPH IF FEDERALLY FUNDED (PRIMAY CS Airports)**

1. **General**. The work under this contract for the construction of Project (AIP 3-55-XXXX-XX if federally funded), (airport name) Airport, (city), Wisconsin, in (county) 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.

**THIS PARAGRAPH IF STATE FUNDED**

1. **General**. The Work under this Contract for the construction of State Aid Project (SAP XXXX-XX-XX if state funded), if state funded (airport name) Airport, (city), Wisconsin, in (county) County, Wisconsin shall be in accordance with the Plans therefor and shall be executed under the requirements of the **Standard Specifications for Airport Construction, 2021 Edition**, Supplemental Specifications, and these Special Provisions, subject to the following requirements.
	1. Pay Items having numbers beginning with "P", "F", "D", "T", "L", and "X" (specials) shall be executed under the requirements of the **Standard Specifications for Airport Construction, 2021Edition**, Supplemental Specifications, and these Special Provisions.
	2. Pay Items having numbers without a letter prefix shall be executed under the requirements of the **Standard Specifications for Highway and Structure Construction, Current Year Edition;** and these Special Provisions.
2. **Scope of Work**. The Work under this contract consists of the construction of (work items such as grading, base, pcc pavement, bit pavement, arpt lighting, building const. etc.), 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.
4. **Notice of Other Contracts**. Project No. (project #) for the construction of (description) will 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 Resident and Project Engineer

Federal Aviation Administration Airline Representatives

Airport Manager Department of Natural Resources.

1. **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 releaseretainage 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.

1. **Electronic Certified Payrolls Submittal (Remove this section for State Aid ONLY funded projects as DBE does Not Apply. Insert Electronic Labor Data Submittal Requirement below in its place.)**

NOTE: CRCS should be used on all projects. BOA approval is required to use paper payrolls.

1. 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>

1. 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.
2. 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.
3. 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.
4. 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.
5. All costs for conforming to this special provision are incidental to the contract.

8. (Alternate in place of DBE for State Aid Funded **ONLY** projects) **Electronic Labor Data Submittal Requirement**

(1) Use the Workforce Utilization Report Microsoft Excel spread sheet, or other compatible spread sheet (i.e., Google Spread Sheet), to report required labor data. Details and the Excel spreadsheet are available online through the department’s highway construction contract information (HCCI) site on the Labor, Wages, and EEO Information page at:

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

(2) Ensure that all tiers of subcontractors, including all trucking firms, submit their labor data electronically via the Excel spread sheet to the prime contractor within 14 calendar days of the end of each quarter (quarters are defined as January-March, April-June, July-September, and October-December). The prime contractor shall coordinate collection of their subcontractors’ spread sheets and forward them to the Regional Labor Compliance Specialist within 21 calendar days of the end of each quarter. Every company or contractor providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected companies or contractors aware of the requirements under this provision and arrange for them to receive an Excel spreadsheet as part of their subcontract documents.

(4) The department will reject all paper submittals of information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

9. **Disadvantaged Business Enterprise Development**. (This should remain item #9) (Include **ONLY** if Federally Funded)

**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**

1. The Commitment to Subcontract to DBE (**Form 550bdev**) must be completed including all arithmetic, and supplemental documentation, and submitted by **ALL** bidders.
2. Fully completed and signed Attachment A’s are required to be included in the bid submittal.
3. 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.
4. 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:

1. **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.

1. **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](https://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**

**THIS SENTENCE IF FEDERALLY FUNDED (NON PRIMAY GA Airports) OR STATE FUNDED**

Section 20 of the Standard Specifications for airport construction 2021 edition have the following modifications:

**THIS SENTENCE IF FEDERALLY FUNDED (PRIMAY CS Airports)**

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

* + - 1. 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
			2. 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.

* + - 1. 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.**
			2. 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.**
			3. 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**.
	1. 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.
	2. **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.

* 1. **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

1. **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: (Include only for projects not using the State Airport Specifications. i.e. primary airport projects)

 **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 liabilityinsurance; shall be endorsed toinclude blanket contractual liabilitycoverage. | $2 million combined single limits peroccurrence with an annual aggregatelimit of not less than $4 million. |
| 2. Workers' compensation andemployers' liabilityInsurance. | Workers' compensation limits: statutoryLimitsEmployers' liability limits: Bodily injury by accident: $100,000 each accidentBodily injury by disease: $500,000 each accident $100,000 each employee |
| 3. Commercial automobile liabilityinsurance: shall cover all contractor-owned, non-owned, and hiredvehicles used in carrying out thecontract. | $1 million-combined single limits peroccurrence. |

**[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:

1. 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.

13. **Section 90-06 of the federal General Provisions - Partial Payments** shall be supplemented with the additional section 90-06(a) as follows: (Include only for projects not using the State Airport Specifications. i.e. primary airport projects)

**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.