

Draft

Minutes of the meeting of the Public Works Committee

Sawyer County Board of Supervisors

April 13, 2016; 6:30 p.m.; Assembly Room; Sawyer County Courthouse

Members present: Ron Kinsley (chair), Tweed Shuman, Dale Schleeter, Kathy McCoy

Others present: Tom Hoff, Gary Gedart, Tim Hagberg, Patty Leslie, Derek Leslie, Jenny Ingram, David Fleming Sr., Steve Kousmann, Carol Williamson

Motion by Shuman, 2<sup>nd</sup> by Schleeter, to approve the agenda. Motion carried

Motion by Schleeter, 2<sup>nd</sup> by Shuman, to approve the minutes of the March 9, 2016 meeting.

Motion Carried

Tim Hagberg reviewed a written report with the Committee. Motion by Shuman, 2<sup>nd</sup> by McCoy, to accept the report. Motion carried.

Gary Gedart presented the Highway Commissioner's report and the Office Manager's report.

David Fleming informed the Committee of a fair being planned by LCO on August 27. The fair would be held in front of the LCO Country Store. The LCO Business Administration and LCO Community Health Center are requesting approval to close a portion of Highway K from 7:00 a.m. to 11:00 p.m.. The fair would be a chemical free event. Motion by Shuman, 2<sup>nd</sup> by McCoy, to approve the closing of a portion of Highway K in front of the LCO Country Store from 7:00 a.m. to 11:00 p.m. contingent on liability insurance and the hiring of Sawyer County Highway or another company to mark the detour with applicable signage.

Steve Koosman presented a request for an ATV route on Highway W from Highway 70 to County Road B. The speed limit on Highway W for ATVs will be 25 mph. Tuscobia Trails Association will provide signs after town board approval. Motion by Shuman, 2<sup>nd</sup> by McCoy, to approve the ATV Route on Highway W from Highway 70 to County Road B.

Patty Leslie provided a report to the Committee. Discussed adding the lengthening of the runway by 500 feet to the Airport Layout Plan. Summer mowing will be put out for bids. The Gates are in need of repair; Patty will have Tim Hagberg look at them.

Motion by Shuman, 2<sup>nd</sup> by Schleeter, to accept the Airport Management Report. Motion carried.

Motion by McCoy, 2<sup>nd</sup> by Shuman, to adjourn. Motion carried.

Carol Williamson, Sawyer County Clerk  
Sawyer County Courthouse  
10610 Main Street, Suite 10; Hayward, Wisconsin 54843  
email address – cwilliamson@sawyercountygov.org  
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April 5, 2016

Agenda  
Public Works Committee meeting  
April 13, 2016; 6:30 p.m.  
Assembly Room, Sawyer County Courthouse

01. Meeting agenda
02. Minutes of March 9, 2016 meeting
03. Audience recognition
04. Monthly expense vouchers
05. Maintenance Department report, including:
  - project report
06. Highway Department report, including:
  - Highway Commissioner's report
  - LCO request to close portion of CTH K on August 27, 2016 for an event
  - ATV Route Request-CTH W from Cemetery Road to CTH B
07. Sawyer County Airport report, including:
  - L & L Aviation (contracted Airport management) report
  - Airport improvement projects (including nearly completed instrument landing system, expanded aprons, and parallel taxiway project and perimeter fencing project)
08. Other matters for discussion only

CW

Carol Williamson  
Sawyer County Clerk

Draft

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Sawyer County Board of Supervisors

March 9, 2016; 6:30 p.m.; Assembly Room; Sawyer County Courthouse

Members present: Ron Kinsley (chair), Tweed Shuman; Dale Schleeter, Dale Thompson, Kathy McCoy

Others present: Tom Hoff, Patty Leslie, Derek Leslie, Gary Gedart, Tim Hagberg, Warren Johnson, Carol Williamson

Motion by Shuman, 2<sup>nd</sup> by Thompson, to approve the agenda. Motion carried.

Motion by Schleeter, 2<sup>nd</sup> by Shuman, to approve the minutes. Motion carried.

Patty Leslie gave the airport management report including an update on the fencing project. The completion date is March 1, 2017. Motion by McCoy, 2<sup>nd</sup> by Shuman, to accept the manager's report. Motion carried.

Patty presented the airports Six-Year Improvement Plan. Motion by Shuman, 2<sup>nd</sup> by Thompson to approve the Six-Year Improvement Plan. Motion carried.

Discussion on the Instrument Landing System. Patty Leslie said "Tim was right about the snowplowing".

Tim Hagberg presented a written Maintenance report and updates. The mechanic position is still open. 2016 vehicles have been purchased. Repairs are continuing from the hail damage. Motion by Shuman, 2<sup>nd</sup> by Schleeter, to approve the Maintenance report. Motion carried.

Gary Gedart gave the Highway Commissioner's report. The state is no longer picking up deer carcasses on County Highways. Motion by Thompson, 2<sup>nd</sup> by Shuman, to approve the Commissioner's report. Motion carried.

Gary provided the committee with written bid recommendations from Jay Sands on three trucks for the Highway Department.

Motion by Dale Thompson, 2<sup>nd</sup> by Dale Schleeter, to accept the bid for the ½ ton pick-up truck from Link Brothers Ford of Minong. Motion carried.

Motion by Dale Thompson, 2<sup>nd</sup> by Dale Schleeter, to accept the bid for the ¾ ton 4x4 crew cab truck from North Town Ford & Mercury. Motion carried.

Motion by Dale Thompson, 2<sup>nd</sup> by Dale Schleeter, to accept the bid for the 1 ton patrol truck from North Town Ford & Mercury. Motion carried.

Motion by Dale Thompson, 2<sup>nd</sup> by Dale Schleeter, to approve the monthly vouchers. Motion carried.

Motion by Thompson, 2<sup>nd</sup> by Shuman, to adjourn. Motion carried.

Minutes prepared by Sawyer County Clerk Carol Williamson

Maintenance Report  
April 2016

Along with routine maintenance, the following maintenance projects were completed or started in March:

I. Courthouse:

- Built and installed a new desk for the payroll clerk.
- Removed shelving and bookcases out of County Clerk's vault and built and installed new shelves.
- Reclaimed refrigerant out of old air conditioning condensing units so they could be recycled.

II. Sheriff's Department:

- Completed the bid process for the new Sheriff's Department transport van. The new van should be here by the end of May.

III. Highway Department:

- Repaired two radiant tube heaters in the cold storage garage in Winter.
- Repaired a faulty electric motor and readjusted limit switches on main gate in Hayward.

April 13, 2016

## Highway Department Report

### Highway Commissioner

- Crew has been out salting the last few snow incidents.
- The crew brushed CTH C, south of Lemington. Also, the crew has started brushing on CTH B, near CTH NN.
- The highway department switched to the 4-10 hour workday schedule on April 4, 2016.
- Cracksealing on state and county highways will start on Wednesday, April 13, 2016. Roads scheduled to be worked on include: STH 77, USH 63, CTH OO, and CTH T.
- A pre-construction conference for the bicycle/pedestrian trail was held on Wednesday, April 13, 2016 at 1:00 p.m. Work on the trail can begin any time after April 18, 2016.
- There are currently no employees off on worker compensation. There is one employee who is working under restrictions.
- Right-of-way negotiations for County Road S are completed.
- Spring road bans will be removed on April 18, 2016 at 12:01 p.m.

### Office Manager

- Working with Mike Coleson, Sawyer County IT, on updating import files to create monthly journal entries in NewWorld.
- Preparing year end reports required by the State of Wisconsin: Radio Reimbursement, Chloride Storage Reimbursement, Equipment Storage Reimbursement, Net Book Value of Classified Equipment, Administrative Cost Survey, Shop Payroll Report and State Labor Reporting.
- Submitted Field Small Tools Worksheet and Fringe Benefit Worksheet to State for rate approval. Field small tools rate has been approved at .7% and fringe benefit rate has been approved at 79.30% for 2016.
- Bryan Chance, Risk Management Consultant, Wisconsin County Mutual, met with members of the Highway Department Safety Committee on April 4, 2016 to discuss a Task Specific Safety Plan for crew to identify and manage hazard and controls. Next meeting with Bryan is scheduled for April 25, 2016.
- Crew is registered to attend the 2016 Highway Safety Days on May 3, 2016 in Trego, WI presented by Wisconsin County Mutual Insurance Corporation.
- Ken Hanson, Anderson, Hager and Moe, is scheduled for April 20, 2016 to begin the annual Highway Department audit.

# Sawyer County Highway Department

## County and State Overtime Report

2015 Hours			
Month	County	State	Total
January	19.00	185.00	204.00
February	39.75	124.50	164.25
March	26.25	53.25	79.50
April	41.00	92.75	133.75
May	8.00	7.50	15.50
June	86.50	6.00	92.50
July	137.75	130.00	267.75
August	89.00	6.00	95.00
September	179.75	8.50	188.25
October	129.75	14.50	144.25
November	57.50	56.00	113.50
December	222.25	218.00	440.25
<b>Grand Total</b>	<b>1,036.50</b>	<b>902.00</b>	<b>1,938.50</b>

2016 Hours			
Month	County	State	Total
January	84.75	245.50	330.25
February	127.75	229.00	356.75
March	64.50	92.50	157.00
<b>Grand Total</b>	<b>277.00</b>	<b>567.00</b>	<b>844.00</b>

2015 Wages			
Month	County	State	Total
January	621.38	5,876.22	6,497.60
February	1,264.87	3,959.06	5,223.93
March	840.68	1,696.91	2,537.59
April	1,317.01	2,955.81	4,272.82
May	264.20	241.90	506.10
June	2,620.27	192.45	2,812.72
July	3,782.14	4,138.19	7,920.33
August	2,501.33	191.70	2,693.03
September	5,712.21	276.18	5,988.39
October	4,164.06	463.86	4,627.92
November	1,849.88	1,784.14	3,634.02
December	7,099.11	6,900.62	13,999.73
<b>Grand Total</b>	<b>\$32,037.14</b>	<b>\$28,677.04</b>	<b>\$60,714.18</b>

2016 Wages			
Month	County	State	Total
January	2,737.12	7,777.10	10,514.22
February	4,104.74	7,261.73	11,366.47
March	2,089.36	2,901.11	4,990.47
<b>Grand Total</b>	<b>\$8,931.22</b>	<b>\$17,939.94</b>	<b>\$26,871.16</b>

OT thru Mar 2016

\$2,726.93

\$11,532.19

14,259.12

OT thru Mar 2016

\$8,931.22

\$17,939.94

26,871.16



Business Administration

13394 West Trepania Rd. Hayward, WI 54843  
715-634-0767 f. 715-634-0069

DATE: April 13, 2016  
TO: Sawyer County Public Works Committee  
FROM: David Fleming Sr. LCO Business Manager  
RE: LCO request to close portion of CTH K on August 27, 2016 for an event  
CC: Jenny Ingram, LCO Community Health Center  
Norma Ross, LCO Tribal Governing Board  
Rose Gokee, LCO Tribal Governing Board

The LCO Business Administration and LCO Community Health Center are requesting to close off the portion of County Highway K in front of the LCO Country Store for a community event. The event is called "The Country Store Fair" and "Operation Tribal Pride". It is a community event that will include music, food/craft vendors, and carnival rides among other things. We would like to close the highway to expand the fairground area as well as to bring attention to the event. We propose that Froemel Road and Trepania Road serve as detours for the day's event (see map). We would like to close the road to the general public at 7am to allow for vendors to set up and open the road again around 11pm in order to allow vendors time to leave. Thank you for your consideration.

*Planners:*

David Fleming Sr., MBA  
LCO Business Manager  
LCO Business Administration  
9790 N. County Rd K. Suite 100  
Hayward, WI 54843  
David.fleming@lco-nsn.gov  
Office: 715-558-7716  
Cell: 715-699-6374

Jenny Ingram MS, CSAC, IDP-AT, PSIT, CSIT, LPC-IT, NCC  
Behavioral Health Director  
Lac Courte Oreilles Community Health Center  
13380 W. Trepania Rd.  
Hayward, WI 54843  
jingram@lcohc.com  
Office: 715-638-5116

Tentative schedule:

- 10am – Fair begins
- 12 to 4 – contests and events
- 4 to 8 – live music starts (two bands; TBD)
- 8pm – country Store pageant, Introduction, speech, commentary, etc
- 8:30-10 Main band (Kicking Rocks; creator of LCO Country Store jingle)
- 10pm – Fair closes
- ALL DAY - Run/walk
- ALL DAY - Community Cleanup



Proposed  
detour  
route

Proposed section  
of highway to be  
closed off

Lac Courte Oreilles Tribal

Waabookodaading  
School

LAC Courte  
Oreilles Ojibwe

Lac Courte Oreilles  
Tribal Government

Lac Courte  
Oreilles Ojibwa

Grindstone Creek Casino

N County Hwy E

LCO Country Store

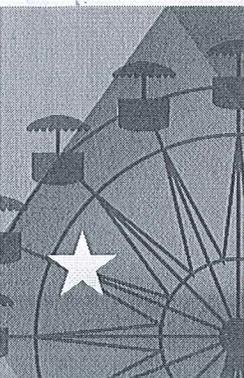
LCO Quick Stop

Lower  
Grindstone  
Spring

N County Hwy E

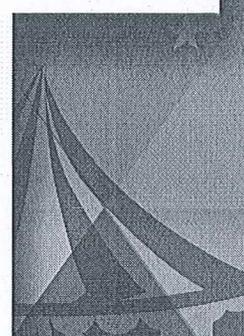
Google





OPERATION TRIBAL PRIDE  
GIWII-MINO BIMAADIZIMIN & LCO COUNTRY STORE

*Fun Fair*



LCO COUNTRY STORE *Aug 27*

*Run/Walk*

Registration: 8 AM Event: 9 AM  
FREE T-Shirt for participants.

*Carnival*

11 AM Carnival Rides, Dunk Tank  
Traditional Games, Bouncy House

*Free Backpacks*

Youth School Supply Packs  
Provided by the Behavioral Health Department.

*Live Music 3 PM*

*LCO Country Store Queen*

*Hand Drum Contest*

*Community Beautification Project*

*Craft & Vendor Tables*

Presented by Giwii-Mino Bimaadizimin  
in partnership with the LCO Country Store

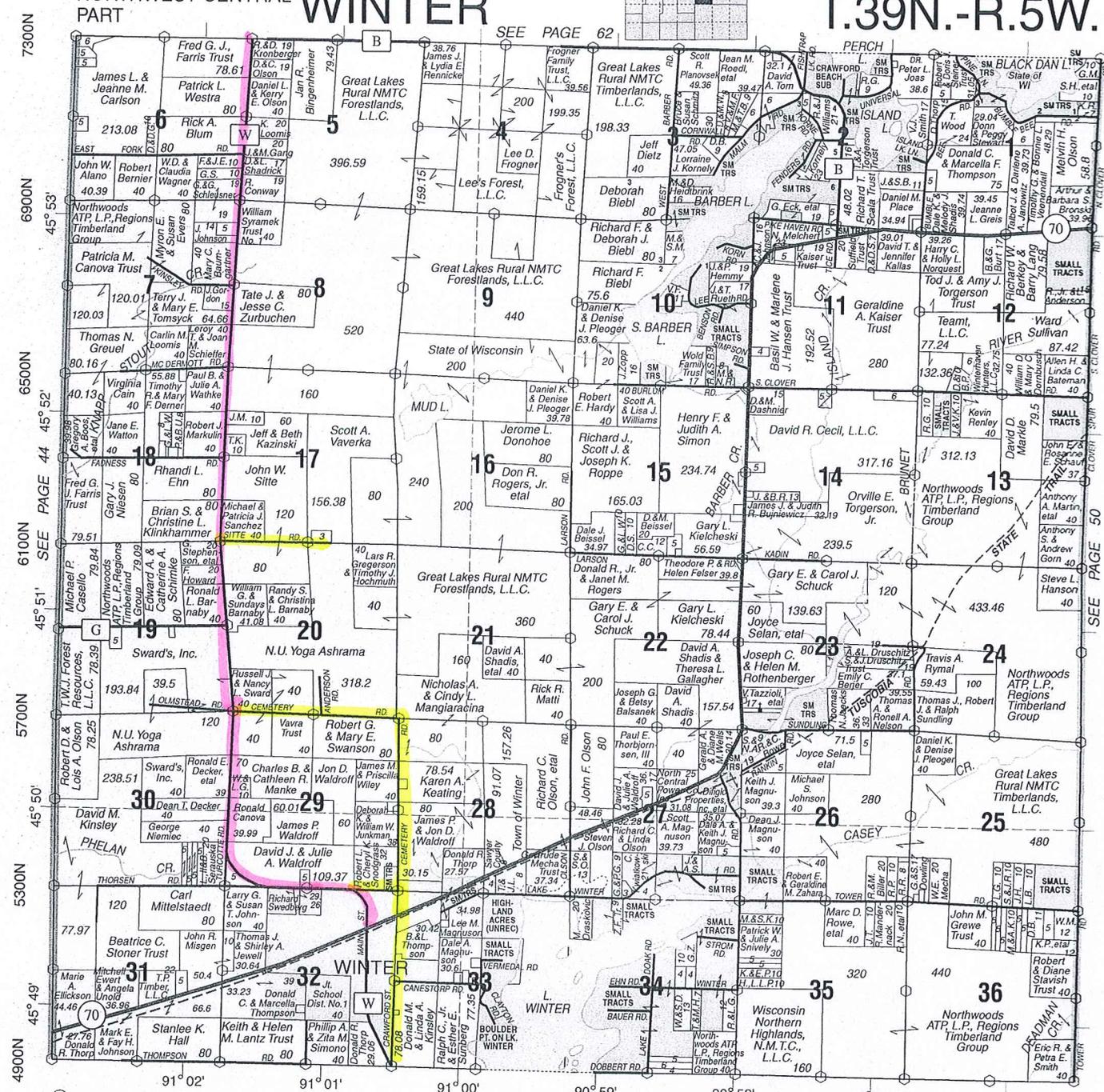


PROPOSED ROUTE <sup>5/2</sup> MILES

EXISTING ROUTES

# NORTHWEST CENTRAL WINTER PART

## T.39N.-R.5W.



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 Professional Consulting Engineers

(715) 532-3721

Fax: (715) 532-5305

mpltd@centurytel.net

115 West Second Street S

**Rusk Surveying**  
 Registered Land Surveyors

(715) 532-5757

Fax: (715) 532-5305

egotham@centurytel.net

Ladysmith, Wisconsin 54848

## L & L Aviation Management Report

- Quiet Month
- Tim would like to replace the terminal buildings faulty furnace
- Fence project on hold until road limits are lifted
- Jack Links would like us to add lengthening the runway 500 feet to our Airport Layout Plan
- Fuel Flow amounts
- Jet A – 3422 gallons
- 100 LL – 278 gallons
- Received bill for County's portion on fencing project



Division of Transportation  
Investment Management  
PO Box 7914  
Madison, WI 53707-7914

Scott Walker, Governor  
Mark Gottlieb, P.E., Secretary  
Internet: <http://wisconsindot.gov>

Telephone: 608-266-3361

Facsimile (FAX): 608-267-6748

3/212016

PATTY LESLIE  
SAWYER COUNTY AIRPORT  
10930 N AIRPORT RD

HAYWARD, WI 54843

**Sawyer County Airport**  
Federal Airport Project 3-56-0027-05  
Construct a perimeter Wildlife/Security, the Reconstruction of a  
Hangar Taxilane Culvert, and any necessary related work

Dear Patty Leslie:

Please send us a check in the amount of \$ 45001.00 to pay for your share of this project, as indicated in the State Finding signed 2/5/16.

This amount represents your estimated share of project costs. If project costs differ from original estimates, we may request additional funds or return funds to you at a later date.

Please follow the instructions on the attached invoice when sending your check. If you have questions regarding this billing, contact us.

Sincerely,

A handwritten signature in cursive script that reads "Deanna Blum".

Deanna Blum  
(608) 266-2109  
[deanna.blum@dot.wi.gov](mailto:deanna.blum@dot.wi.gov)

JL  
800dev.dot/r.08/27/2015



330 Fourth Street, PO Box 8000, Wausau, WI 54402-8000  
 Tel: 715.845.8000 | Fax: 715.845.8008 | becherhoppe.com

**Progress Meeting #4 Agenda Minutes**

Minutes in blue

Sawyer County Airport

Wildlife/Security Fence

Wednesday, March 30, 2016 @ 2:00 p.m.

Terminal Building Conference Room

Call-In Number: 1-888-204-5987

Access Code: 1548866

**1. Review Previous Meeting Minutes:**

- No comments, previous minutes final.

**2. Work Progress/Delays Since Last Meeting:**

- No work due to seasonal road weight limits and thawed ground conditions in wetlands.

**3. Upcoming Work Schedule:**

Next 7 Days:

- Utility locates (private and public) next Tuesday or Wednesday.
- Other work dependent on load limits.

Next 7 to 14 Days:

- Dependent on load limits.

**4. Required Action Items:**

Contractors:

- Submit shop drawings and certifications of compliance.

Engineers:

- Meet contractors on site on 4/6 to adjust fence line as necessary to avoid utility conflicts.

Staking:

- All fence staking was completed 3/28/16. Karl will stake storm sewer next time on site.

WisBOA:

Airport:

5. Sponsor Questions and Comments:

6. Proposed and Pending Field Changes:

7. Status of Progress Payment: Pay Estimate #1 was prepared for the period ending 3/18/16.

8. Safety, Security, Erosion Control and Traffic Control:

Safety:

- Contractor is locating all public and private utilities before any ground disturbing activities.

Security:

Erosion Control:

- Site fully stabilized.

Traffic Control:

9. Other Items for Discussion:

**Next Meeting: Wednesday, April 6 @ 1:00 p.m.**

**End of Agenda Minutes**

# SPECIAL PROVISIONS

1. **General.** The work under this contract for the construction of Project AIP 3-55-0027-05, Sawyer County Airport, Hayward, Wisconsin, in Sawyer County, Wisconsin, shall be in accordance with the plans therefore and shall be executed under the requirements of the **Standard Specifications for Airport Construction, 1998 Edition**, the attached Supplemental Specifications and these Special Provisions.
  - A. 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, 1998 Edition**, Supplemental Specifications, and these Special Provisions.
  - B. Pay Items having numbers without a letter prefix, or numbers with a suffix "X", shall be executed under the requirements of the **Standard Specifications for Highway and Structure Construction, 2015 Edition**; and these Special Provisions.
  - C. This project is a re-bid of a project that was originally bid in December 2015. Revisions to the original bid package are shown in blue.
2. **Scope of Work.** The Work under this contract consists of the construction of wildlife/security fencing and gates; two motorized cantilever sliding gates; reconstruction of a storm sewer end section 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.

All work, except as noted below, shall be completed by July 1, 2016.

Woven Wire Fence and associated gates: March 1, 2017

Complete all work on Bid Alternate No. 1 within 14 calendar days after starting the work.
4. **Notice of Other Contracts.** Project No. AIP 3-55-0027-04 for the construction of a parallel taxiway and instrument landing system may be in effect during a portion 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.

include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor be fully responsible for producing Work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the Work produced does not meet Contract requirements, discontinue the use of the substitute method or equipment and complete the remaining Work with the specified methods and equipment. Remove deficient Work and replace it with Work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the Contract Items involved nor in Contract Time as a result of authorizing a change in methods or equipment under this Subsection.

Should workers or equipment fail to meet the requirements of this Subsection, the Engineer may withhold payments for affected portions of the Work.

**80-06 TEMPORARY SUSPENSION OF THE WORK.** The Engineer has the authority to suspend the Work wholly, or in part, due to:

- a. unsuitable weather,
- b. other conditions as are considered unfavorable for the prosecution of the Work, or,
- c. such time as is necessary due to the failure to carry out orders given or perform any or all provisions of the Contract.

In the event the Engineer orders, in writing, to suspend Work for some unforeseen cause not otherwise provided for in the Contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the Work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Engineer's order to suspend Work to the effective date of the Engineer's order to resume the Work. File claims for this compensation with the Engineer within the time period stated in the Engineer's order to resume Work. Accompany the claim with information substantiating the amount shown on the claim. The Engineer will forward the Contractor's claim to the Department for consideration. No provision of this article will be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for other delays provided for in the Contract, Plans, or Specifications.

If it should become necessary to suspend Work for an indefinite period, store all materials so they will not become an obstruction nor become damaged. Take every precaution to prevent damage or deterioration of the Work performed and provide for normal drainage of the Work. Erect temporary structures where necessary to provide for traffic on, to, or from the Airport.

**80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME.** The time for completion of the Work contemplated under the Contract will be specified in the Proposal as:

- a. a specific number of calendar days including Saturdays, Sundays and holidays;
- b. a specific number of working days, excluding Sundays, Saturdays, New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day and the period from November 16 through March 31, both dates inclusive;
- c. a given calendar date on or before which Work shall be completed.

The completion of the Work within the time as specified is an essential part of the Contract.

Pursue the Work effectively and diligently to completion. Failure to begin operations, or to diligently prosecute the Work within the intent of this Subsection, may be considered as a breach of Contract and render the Contractor liable to action under default of Contract, or cause the revocation or suspension of the Contractor's privilege to bid additional work, or both.

The Contract starting date, for purposes of determining Contract Time and extensions, is defined as: When the Contract provides for starting Work not later than 10 days after the date of written notification from the Department to do so, or not later than 10 days after the date of official notification to the Contractor of the final execution of the Contract, the Contract starting date will be construed to be the date construction operations are started or the 10th day following the date of such notification, whichever is earlier.

Contract Time may be extended in an amount that is mutually agreed upon by the Department and the Contractor on the following basis:

- a. Contract Change Orders involving alterations in the Contract affecting the prosecution of Work, or
- b. Extra or additional Work, when such alterations are necessary for the purposes or convenience of the Department, or
- c. when such Extra or additional Work is of such character or is ordered to be done at such a time that the amount of time reasonably necessary to perform such Work is disproportionate to the Contract Time originally set up in the Proposal.

If Contract Time is extended by Contract Change Order, the agreement for extended time on this account shall be reached concurrently with and as a part of consideration for the specific alteration, Extra or additional Work covered by that Order. If no specific mention is made in the Order, the value of the Extra or additional Work will be included in the computation of extension of Contract Time for increased value of Work as set forth.

If the money value of Work completed (exclusive of the Extra or additional Work for which additional time had been agreed ) is in excess of the amount of the original Contract, the Contract Time will be extended proportionately in an amount, computed to the nearest whole day, in the ratio that the final cost of the Work (exclusive of the final cost of the extra or additional Work for which additional time had been agreed) bears to the total amount of the original Contract. When a Contract completion date is stipulated, the equivalent Contract Time for this purpose will be the total elapsed calendar days between the Contract starting date and the Contract completion date.

Should the Contractor find it impossible to complete the Work on or before the completion date as specified in the Contract, or extended as previously specified, at any time prior to 30 days after completion of Work under the Contract, the Contractor may submit a written request to the Department for an extension of time, setting forth in the request the reasons that they believe will justify the granting of the request.

If the Department finds that the Work was delayed because of conditions beyond the control of the Contractor, it may grant an extension of time for completion in such amounts as found to be warranted and justified; however, no liability will accrue to the Department due to granting an extension for increased costs incurred by the Contractor because of such delay.

**80-08 LIQUIDATED DAMAGES.** Should the Contractor fail to complete the Work 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 moneys due or that may become due the Contractor, for each and every calendar day for calendar day Contracts and completion date Contracts, or working day for working day contracts, that the Work shall remain uncompleted, a sum specified as follows:

<i>Original Contract Amount</i>		<i>Daily Charge</i>	
<i>From More Than</i>	<i>To and Including</i>	<i>Calendar Day</i>	<i>Working Day</i>
0	\$100,000	\$170.00	\$340.00
100,000	300,000	270.00	540.00
300,000	500,000	440.00	880.00
500,000	1,000,000	660.00	1,320.00
1,000,000	—	990.00	1,980.00

This sum will be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the State from the Contractor by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours and other items that have caused an expenditure of public funds resulting from the Contractor's failure to complete the work within the time specified in the Contract.

Permitting the Contractor to continue and finish the Work 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 wavier on the part of the Department of any of its rights under the Contract.

**NOTE TO SPECIFIER:**

The Contract Time is an essential part of each Contract for construction on airports and should be considered carefully in the preparation of plans and specifications.

In selecting the method of specifying the Contract Time (working days, or a specified completion date), the primary consideration should be the impact on the operations of the airport should the Contractor be unable to complete the Work within the time specified. These considerations should be coordinated with the airport users as indicated in AC 150/5300-9, Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects.

Generally speaking, Contract Time is based on working days when completion is not critical to operation of the airport. Use of a specified completion date should be used only in cases where the construction operations require long-range rescheduling of airport operations.

**80-09 DEFAULT AND TERMINATION OF CONTRACT.** The Contractor shall be considered in default of the Contract and such default will be considered as cause for the Department to terminate the Contract for any of the following reasons if the Contractor:

- a. fails to begin the Work under the Contract within the time specified in the Notice to Proceed.
- b. fails to perform the Work or fails to provide sufficient workers, equipment, or materials to assure completion of Work in accordance with the terms of the Contract,

## Supplemental Specification # 8

**This Supplemental Specification amends the provisions of the Standard Specifications for Airport Construction, 1998 Edition, and shall be considered to be a part of those Standard Specifications, superseding any conflicting provisions in the Standard Specifications applicable to work under the Contract.**

Supplemental Specification # 8 is effective for all contracts bid on or after 1/1/2008. This supplemental affects three areas.

- 1) 2005 Wisconsin Act 181 – Employers substance abuse program
  - 2) Updated Liquidated Damages amounts
  - 3) Prevailing Wage Rate & Special Services definitions added
- 1) The 2005 Wisconsin Act 181 requires all employers prior to performing work on public works construction projects in Wisconsin for municipal government and state building projects with the exception of state highway projects, to have a written program for the prevention of substance abuse among its employees. Projects needing this written substance abuse program are those requiring the payment of prevailing wage rates for work performed on public works projects other than state highway projects. For legal advice on complying with Act 181 you may wish to consult with a private attorney
  - 2) The table included in Standard specification 80-08 shall be removed and replaced with the following table.

<i>Original Contract Amount</i>		<i>Daily Charge</i>	
<i>From More Than</i>	<i>To and Including</i>	<i>Calendar Day</i>	<i>Working Day</i>
0	\$150,000	\$330.00	\$660.00
150,000	300,000	\$420.00	\$840.00
300,000	500,000	\$585.00	\$1,170.00
500,000	1,000,000	\$760.00	\$1,520.00
1,000,000	—	\$1,145.00	\$2,290.00

- 3) Section 10-03 shall add the following definitions:

**Prevailing Wage Rate.** The prevailing wage rate shall mean the wage rate listed in the project documents. For projects having both federal and state wage rates, the prevailing wage is the higher of the two.

**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.