

**SPECIAL PROVISION  
ES 08**

**06/30/04**

**SECTION 102**

**BIDDING REQUIREMENTS AND CONDITIONS**

**102-1.01 QUALIFICATION OF BIDDERS.** *After the last paragraph add the following paragraph:*

You must be registered as an Electrical Administrator, or must employ a person whose Electrical Administrator's license is assigned to you, under AS 08.40 at the time designated for bid opening.

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**SPECIAL PROVISION  
ES 11**

**1/01/06**

**SECTION 103**

**AWARD AND EXECUTION OF CONTRACT**

*Add the following subsection:*

**103-1.11 ESCROW OF BID DOCUMENTATION.** Furnish a legible copy of your bid documentation and an affidavit, as instructed in writing by the Contracting Officer. Bid documentation consists of written documentation of all quantity takeoffs, construction schedules on which the bid is based, cost estimates, rates of production and progress, assumptions, calculations, quotes from subcontractors and suppliers, and other information used to prepare your bid for this project.

Obtain and furnish the same level of bid documentation, for each subcontractor, supplier or fabricator with a subcontract or agreement exceeding \$200,000, regardless of tier. Seal each entity's documentation in separate envelopes, labeled with the entity's name and address, submission date, and project name and number. Include a cover letter or quote signed by a responsible party.

Meet the following requirements:

1. Submitting Bid Documentation. Place bid documentation in a sealed container clearly marked "Bid Documentation" and labeled with the bidder's name and address, submission date, and project name and number. Deliver the sealed container to the Department-designated document Depository for safekeeping.
2. Affidavit. Submit directly to the Contracting Officer a signed and certified affidavit attesting that:
  - a. The affiant has examined the bid documentation and that it includes all documents used to prepare the bid;
  - b. The sealed container contains all bid documentation submitted;
  - c. The escrow materials were relied on to prepare the bid; and
  - d. Should a dispute arise, the Contractor's rights to use bid preparation documentation other than those in escrow are waived.
3. Access and Use of Escrow Documents. The bid documentation will remain in escrow, without access by either party, except as otherwise provided herein. In the event the Contractor (1) provides notice of

intent to claim, (2) a claim, (3) a contract change order, or (4) initiates contract related litigation, the Department may obtain copies of the bid documentation as provided herein.

Both parties will submit to the Depository and copy to each other a list of personnel that are authorized to access the escrow documents. Use forms provided by the Depository.

Upon request, the Depository will set the time and place for access to escrow documents, will monitor the escrow documents review, and will arrange for a method of copying escrow documents. Access to escrow documents shall require at least five days advance written notice so that the other party has the opportunity to witness the escrow review, examination and use. There is no requirement that both parties witness the escrow document review, but if one party is absent then the review must occur in the presence of a neutral third-party observer to be designated by the Depository.

Notwithstanding paragraph five below, the Department will be allowed: to make copies of any and all escrow documentation (whether hard-copy, electronic, or otherwise); to use and review any copies made whether in the presence of the Contractor, or not; and to share copies with staff and consultants directly involved in the subject dispute.

Distribution is not authorized except as related to resolution of a dispute. The Department will be allowed to incorporate pertinent copies as supporting documentation in all significant contract change orders, contractual disputes, and the settlement of disputed claims.

The Department is not liable for any contractor costs associated with escrow review and use.

4. Failure to Provide Bid Documentation. Refusal or failure to provide your bid documentation or affidavit renders your bid nonresponsive. Failure or refusal to provide Subcontractor bid documentation, will result in subcontract disapproval.
5. Confidentiality of Bid Documentation. Materials held in escrow are your property. Except as otherwise provided herein, the escrow materials cannot be released without your approval.
6. Cost and Escrow Instruction. The Department pays to store all escrowed materials and instructs the depository regarding escrow.
7. Payment. Include within the overall Contract bid price all costs to comply with this subsection.
8. Return of Escrow Documentation. The original escrow documents will be returned to you once litigation is concluded, outstanding claims are resolved, you have completed the Contract, and the Department receives an executed Contractor's Release (Form 25D-117) with no exceptions listed.

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**SPECIAL PROVISION**  
**S 2**

**05/07/91**

## **SECTION 107**

### **LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

#### **107-1.08 RAILWAY-HIGHWAY PROVISIONS. *Add the following:***

1. Definition of terms.
  - a. Railroad's Manager of Telecommunications and Signaling - the person employed by the Railroad as head of its Telecommunications Department or his authorized representative.

- b. Railroad's Chief Engineer - the person employed by the Railroad as head of its Engineering Department or his authorized representative.
  - c. Railroad's Contracting Officer - the person authorized by the Railroad to execute contractual agreements on behalf of the Railroad.
  - d. Facility - any improvements owned by the Department which are to be placed on Railroad Property in accordance with a written permit executed by the Railroad and the Department.
  - e. Permit Area - the space on Railroad Property that is or will be occupied by the Facility plus reasonable working area and reasonable ingress and egress to the Facility.
  - f. Railroad - the Alaska Railroad Corporation, P.O. Box 107500, Anchorage, Alaska 99510-7500.
  - g. Railroad Property - all lands owned or withdrawn for the use of the Railroad, in and including the track right-of-way and communications pole right-of-way.
  - h. Trackwork - all work on the line from the top of subgrade to the top of rail, including geotextile, when required.
  - i. Track Materials - all hardware, excluding signals and controllers, associated with the running of a railroad.
2. General Requirements.
- a. All construction, reconstruction, operation and maintenance on the Railroad Property shall be performed in compliance with these specifications.
  - b. Failure to comply with these specifications shall result in the suspension of all work on Railroad Property. The Contractor shall comply immediately upon notification from the Department, either verbal or written.
  - c. All negotiations between the Railroad and the Contractor shall be handled through the Department.
  - d. All work on or about the Railroad Property shall be performed by experienced personnel in a safe and workmanlike manner in keeping with the approved Railroad practices, and as specified herein. Railroad traffic and property shall be protected at all times.
  - e. The safety and continuity of the operation of the railroad traffic shall be of first importance and shall be at all times protected and safeguarded. The Contractor and his subcontractors shall perform and arrange their work accordingly. The Railroad's Chief Engineer shall decide all matters involving the safety of Railroad facilities and the operation of it's railroad. The approval of the Railroad's Chief Engineer, when given, shall not be considered as a release from responsibility or liability for any damage which the Railroad may suffer or for which it may be liable, as a result of the acts of the Contractor, his subcontractor or employees.
  - f. Whenever in the opinion of the Railroad's Chief Engineer, the construction may cause a hazard to the safe operation of the Railroad, the Railroad may, at its discretion, place at the site of the work the required number of qualified employees to protect its operations. The providing of such employees and such other precautions as may be taken shall not relieve the Contractor and his subcontractors from liability for the payment of damages caused by their operations. The Railroad shall be the sole judge of necessity, as to the number and classification of employees required. All Railroad cost and expense for providing such employees shall be collected from the Contractor, except for flagging which shall be paid for as described in subsection 107-1.08.5.b.

- g. The Contractor shall be responsible for maintaining sight triangles at existing railroad crossings as well as at any temporary crossings within the project limits and at any railroad crossing outside the project limits that is designated and used as an alternate route for traffic.

3. Insurance Requirements.

- a. The Contractor shall comply with all insurance requirements and conditions specified under subsection 103-1.05, except that the following minimum limits shall apply for Comprehensive or General Liability Insurance:

Bodily Injury - \$1,000,000 each occurrence  
Premises Operations  
Independent Contractors  
Products  
Completed Operations

Property Damage - \$1,000,000 each occurrence  
Premises Operations  
Independent Contractors  
Products  
Completed Operations  
Blanket Contractual

- b. Prior to commencement of work on Railroad Property, the Contractor shall provide evidence of Railroad Protective Liability insurance (Alaska Railroad and State of Alaska as insureds) with the following limits:

Bodily Injury - \$2,000,000 per occurrence  
Property Damage - \$2,000,000 per occurrence

4. Notice.

- a. The Contractor shall give written notice to the Department and the Railroad not less than 10 days in advance of the commencement of any construction, reconstruction or major maintenance activity on Railroad Property, in order that the necessary arrangements may be made for the protection of the Railroad's operation. This notice shall include the proposed schedule of work, and the names of the subcontractors who may also be working on Railroad Property.
- b. A preconstruction meeting shall be held with the Railroad's Railroad's Chief Engineer and representatives of the Department and Contractor prior to the commencement of any work on Railroad Property by the Contractor or his subcontractors.

5. Flag Protection and Protection of Railroad Traffic.

- a. Whenever Railroad flag protection is required in these specifications, this flag protection shall be provided by person(s) authorized by the Railroad. Each person so authorized shall have met the Railroad's qualifications for flagmen. Railroad flag protection is to insure the safe movement of trains and other rail traffic and shall be done in strict accordance with the Railroad rules on flagging.
- b. The Contractor shall, during the progress of the work, furnish as many qualified flagmen, as in the opinion of the Railroad, may be required for the adequate protection of the Railroad traffic. If Railroad employees are used as flagmen, all Railroad expenses for providing such flagmen shall be reimbursed by the Department, except for flagging as described in subsections 107-1.08.8.b and c., in which case the Railroad expenses shall be paid by the Contractor. If the Contractor calls for flagmen and, through no fault of the Department or the Railroad, the flagmen are not needed, payment shall be deducted from monies due the Contractor.

- c. Vehicles and other construction equipment shall not be parked or operated closer than 6.1 m from centerline of any track without Railroad flag protection provided in accordance with subsection 107-1.08.5.a.
- d. The Contractor shall arrange with the Railroad to keep himself informed of the time of arrival of all trains and shall entirely stop any of the operations which might be or cause a hazard to the safe passage of the train past the site of the work from 10 minutes before the expected arrival of the train until the train has passed.

6. Train Delays.

- a. All work on Railroad Property shall be conducted in such a manner as to prevent delays to trains or other rail traffic operated by the Railroad.
- b. Should any of the Contractor's or subcontractor's actions or activities cause delays to trains or other rail or water traffic, the agreed amount of liquidated damage shall be at the following rates and shall be collected from the Contractor:

Passenger Trains	\$50 per minute for each delay \$3,000 minimum charge
All other trains and rail traffic	\$50 per minute for each delay over five minutes \$1,500 minimum charge
Rail barges, train-ships, or other connecting carrier vessels	No charge for delays of an hour or less. \$1,000 per hour for each hour or any part of an hour thereafter, with a minimum charge of \$6,000

- c. Delay time will be taken from the train sheet in the Railroad Dispatcher's Office in Anchorage (265-2649) for all delays and such train sheet shall be the official document by which the length of time a train is delayed will be determined. If another crew is needed to relieve the original crew, the charge shall also apply to the second crew. If such delay causes a water carrier to miss a sailing, the liquidated damage computation of time covering the period of time to the next possible sailing time shall be in addition to the length of time determined by said train sheet.

7. Protection of Railroad Communication Lines.

- a. All work on Railroad Property shall be conducted in such a manner as to protect the Railroad's communications facilities at all times from outages resulting directly or indirectly from the Contractor's or his subcontractor's operations.
- b. Should any of the Contractor's, or his subcontractor's, operations cause outages to said communications facilities, the agreed amount of liquidated damages shall be at the following rates and shall be collected from the Contractor:

Open wire communication circuits	\$1.00 per minute per circuit
Communication cable	\$5.00 per minute per cable

- c. A minimum charge of \$250 will be made for each outage. The outage time shall be that as established by the Railroad's Test Board, Anchorage.
- d. There shall be no equipment worked or excavation within 4.6 m of any Railroad communication pole guy, anchor, or other communications apparatus unless authorized in advance by the Railroad's Manager of Telecommunications and Signaling.

8. Railroad Crossings.

- a. Whenever automatic railroad crossing signals are in the permit area, these signals must remain in operating condition at all times. If, as a result of the Contractor's activities on the facility, the signals become inoperable, the crossing shall be continuously protected in accordance with subsection 107-1.08.5. until the signals are again operable.
- b. When regular railroad crossings are used as haul routes inside or outside the permit area, flagmen shall be provided by the Contractor for said crossings in all situations at the discretion of the Railroad.
- c. Temporary road crossings may be installed, provided the Contractor has acquired from the Railroad a temporary road crossing permit for said crossing.

The temporary crossing shall be constructed to the standards specified in the temporary crossing permit. All protective signs required by the Railroad shall be provided and properly maintained by the Contractor. When a temporary railroad crossing is in use, Railroad flag protection shall be provided at all times in accordance with subsection 107-1.08.5. When not in use during the winter season, the temporary crossing shall be removed unless specifically allowed in the temporary crossing permit. Upon completion of the work or termination of the temporary crossing permit, the temporary railroad crossing shall be removed and the area restored to its original condition.

- d. The flange ways of all road crossings used by the Contractor or subcontractor as haul routes or temporary road crossings shall be kept free of gravel at all times and shall otherwise be maintained to the satisfaction of the Railroad's Chief Engineer.
  - e. When a temporary or private road crossing is not in use, the Contractor shall provide suitable barricades (gates with padlocks, posts driven into the ground, etc.) to prevent vehicular access to the crossing.
9. Power and Communication Lines.
- a. All power and communication lines shall be designed and constructed in accordance with National Electrical Safety Code (NESC).
  - b. Underground power and communication lines shall be installed in accordance with subsection 107-1.08.10. Whenever an underground power or communication line crosses underneath a track, a casing pipe shall be installed for carrying such lines.
  - c. The minimum clearance above the top of a rail of the Railroad track shall be in accordance with the NESC, plus 150 mm to allow for future grade raises.
  - d. The minimum clearance above the Railroad communication lines shall be in accordance with the NESC.
  - e. Additional lines may not be added, or the characteristics of the line(s) changed without written approval of the Railroad's Contracting Officer.
  - f. Wires shall be strung across the Railroad tracks only when Railroad flag protection is provided in accordance with subsection 107-1.08.5.
  - g. No wires shall be strung across the Railroad's communication lines without first receiving approval from the Railroad's Manager of Telecommunications and Signaling therefor, and such work must be accomplished only at a time and in a manner prescribed by said Manager of Telecommunications and Signaling.

10. Underground Facilities.

- a. All underground utilities, including culverts, pipelines and underground power and communication lines, on Railroad Property shall conform to the current American Railway Engineering Association Specifications.
- b. Unless another method is authorized in advance and in writing by the Railroad's Chief Engineer, all underground facilities shall be installed under tracks and roads by boring, jacking or tunneling.
- c. Boring, jacking and tunneling shall be done under Railroad tracks only when Railroad flag protection is provided in accordance with subsection 107-1.08.5.
- d. The proposed plan for boring, jacking or tunneling shall be approved by the Railroad's Chief Engineer prior to commencing the operation.
- e. All boring, jacking or tunneling headings shall be continuously protected against any loss of ground material by shoring or cribbing as necessary.

#### 11. Open Trenching.

- a. Only when authorized in advance and in writing by the Railroad's Chief Engineer shall any portion of the track be removed to allow trenching for installation of the facility.
- b. If allowed to open trench, the track may be removed from service only at the time authorized by the Railroad's Chief Engineer and shall be restored to service within the time period specified by the Railroad's Chief Engineer. Should the track not be restored to service within the time period specified, the agreed amount of liquidated damages shall be at the rate specified in the written authorization allowing the open trenching or the liquidated damages in accordance with subsection 107-1.08.6., whichever is greater and shall be collected from the Contractor.
- c. All work on track materials shall be accomplished by qualified trackmen.
- d. Only that portion of the track structure necessary to excavate, stockpile and install the facility shall be removed. All track material removed shall be handled, stockpiled, and re-laid in a manner as to avoid damage. Any material which is damaged shall be replaced by the Contractor at his own expense.
- e. The backfill of the trench under the track and in the roadbed prism shall be of the same type of material as taken out, except the top 0.6 m shall be clean pit run gravel. Backfilling and compaction in the area affecting the roadbed prism shall be in accordance with the requirements of Section 204, Structure Excavation for Conduits and Minor Structures.
- f. The ballast used in replacing the track shall be equal in depth and quality to that which was removed. The track shall be re-laid and brought to original grade in accordance with standard Railroad practices.

#### 12. Excavations.

- a. Unless authorized in advance and in writing by the Railroad, the top of any excavation shall not be within 6.1 m of center line of any track.
- b. No water shall be allowed to stand in open excavations in the track area.
- c. Bridging and shoring shall be adequate to safely carry Railroad traffic and the decision of the Railroad pertaining to same shall be final.
- d. All open excavations shall be continuously protected by flags, barricades or watchmen, as directed by the Railroad.

- e. No excavation shall be left open more than three days, unless authorized by the Railroad's Chief Engineer.
- f. The Railroad embankment, and cut slopes, shall not be disturbed any more than necessary to accommodate the construction and shall be left in a stabilized condition.
- g. Railroad ditches, culverts and roadways shall be kept clean and free of rock, gravel, construction debris and equipment at all times.

13. Railroad Inspectors.

- a. The Railroad may furnish an inspector during the periods of construction on Railroad Property. The Railroad inspector will inspect the removal and replacement of tracks, excavation, backfill, necessary bridging for tracks, shoring, flagging, lighting, clearances, etc., when necessary. The Railroad inspector will work directly with the representative of the Department and the decision of the Railroad inspector in matters pertaining to Railroad operations and safety shall be final. In the event more than one shift is worked, a Railroad inspector will be required for each shift. Presence or absence of a Railroad inspector shall not relieve the Contractor of liability for damage done to property of the Railroad, Railroad lessees or permittees having installations on Railroad Property.

14. Use of Explosives.

- a. The use of explosives shall be done in compliance with all applicable Federal, State and local laws and ordinances regarding the same.
- b. No blasting of any kind will be permitted unless the Contractor thoroughly safeguards the movement of trains and other rail traffic and personnel in the area where such blasting is being conducted. Before blasting, Railroad flag protection in accordance with subsection 107-1.08.5., shall be provided on each side of the blast area by the Contractor. This flag protection shall not be removed until the track is inspected for damage from the blast.
- c. The Contractor will notify the Alaska Railroad Inspector and the Engineer of the exact time of each blast at least two hours in advance.

15. Snow Removal.

- a. Snow removal operations shall be conducted in such a manner as to not place snow (1) upon the tracks of the Railroad, (2) where it interferes with the normal operation of the automatic crossing signals, (3) impairs the visibility of either highway or rail traffic at the crossing.
- b. Snow removal operations shall be conducted in accordance with subsection 107-1.08.5.

16. Clean-Up.

- a. At all times, all work and activities on the Facility shall be accomplished in such a manner as to keep the Railroad Property in a neat and orderly condition satisfactory to the Railroad.
- b. Upon completion of work, all equipment and unused materials shall be removed and the Railroad Property shall be left in a neat and clean condition satisfactory to the Railroad.
- c. Should the Contractor or subcontractor fail to comply with subsections 107-1.08.16.a. and 16.b., the Railroad may perform the required clean-up. All Railroad costs and expenses for performing this work shall be collected from the Contractor.

17. Payment Guarantee.



- a. The Department shall withhold 10% of the contract price or \$10,000.00, whichever is smaller, from the final payment to apply against damages or other direct costs which may be assessed by the Railroad as a result of the Contractor's operations.
- b. The amount withheld above shall not be released until after the Department has received a written statement from the Railroad's Contracting Officer agreeing to release the payment.

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**STATEWIDE SPECIAL PROVISION**  
**SSP- 39 Replaces S 99**

**01/01/16**

Note: Use when DOT&PF Civil Rights Office (CRO) directs to include federal OJT requirements. Coordinate with the CRO to determine the number of trainee positions and trainee hours. Include the number of trainee positions and trainee hours in the bid posting and in item 645 of the bid schedule.

Add the following:

**SECTION 645**

**TRAINING PROGRAM**

**645-1.01 DESCRIPTION.** This Statewide Special Provision for on-the-job training (OJT) implements 23 CFR 230, Subpart A, Appendix B.

As part of the Equal Employment Opportunity Affirmative Action Program, the Contractor shall provide on-the-job training aimed at developing full journey status in the type of trade or job classification involved. The number of individuals to be trained and the number of hours of training to be provided under this contract will be as shown on the bid schedule.

**645-2.01 OBJECTIVE.** Training and upgrading of minorities and women toward journey status is the primary objective of this program. The Contractor shall enroll minorities and/or women, where possible, and document good faith efforts prior to the hire of non-minority males in order to demonstrate compliance with this Training Special Provision. Specific good faith efforts required under this Section for the recruitment and employment of minorities and women are found in the Federal EEO Bid Conditions, Form 25A-301.

**645-3.01 GENERAL.** The Contractor shall determine the distribution of the required number of apprentices/trainees and the required number of hours of training among the various work classifications based upon the type of work to be performed, the size of the workforce in each trade or job classification, and the shortage of minority and female journey workers within a reasonable area of recruitment.

Training will be provided in the skilled construction crafts unless the Contractor can establish prior to contract award that training in the skilled classifications is not possible on a project; if so, the Department may then approve training either in lower level management positions such as office engineers, estimators, and timekeepers, where the training is oriented toward construction applications, or in the unskilled classifications, provided that significant and meaningful training can be provided. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Credit for offsite training hours indicated above may only be made to the Contractor where the apprentices/trainees are concurrently employed on the project and the Contractor does one or more of the following: contributes to the cost of the training, provides the instruction to the apprentice/trainee, or pays the apprentice's/trainee's wages during the offsite training period.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

Prior to award of the contract, the Contractor shall submit Form 25A-311, Training Utilization Report, indicating the training program to be used, the number of apprentices/trainees to be trained in each selected classification, the number of hours of training to be provided, and the anticipated starting time for training in each of the classifications.

Training must begin within 2 weeks of the anticipated start date(s); unless otherwise authorized by a Directive. Such authorization will be made only after submission of documentation by the Contractor, and approval by the Engineer, of efforts made in good faith which substantiate the necessity for a change.

Contractors may use a training program approved by the U.S. Department of Labor, Office of Apprenticeship (USDOL/OA); or one developed by the Contractor using Form 25A-310 and approved prior to contract award by the OJT Coordinator in the DOT&PF Civil Rights Office.

The minimum length and type of training for each classification will be established in the training program selected by the Contractor. Training program approval by the Department for use under this section is on a project by project basis.

It is expected that each apprentice/trainee will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist or until training has been completed. It is not required that apprentices/trainees be continuously employed for the duration of the contract.

If, in the judgment of the Contractor, an apprentice/trainee becomes proficient enough to qualify as a journey worker before the end of the prescribed training period and the Contractor employs that individual as a journey worker in that classification for as long as work in that area remains, the individual's training program will be considered completed and the balance of training hours required for that apprentice/trainee shall be waived.

The Contractor shall furnish each ADOT&PF training program trainee a copy of the program (Form 25A-310) to be followed during training on the project, and with a written certification showing the type and length of training completed on the project. Existing USDOL/OA apprentices should already have a copy of their program. No employee shall be employed for credit as an apprentice/trainee in a classification in which that employee has previously worked at journey status or has previously completed a training course leading to journey status.

The Contractor shall periodically review the training and promotion potential of minority and women employees and shall encourage eligible employees to apply for such training and promotion.

The Contractor shall provide for the maintenance of records and the furnishing of periodic reports documenting the progress of each apprentice/trainee. The Contractor must submit Form 25A-313 by the 15th of each month and provide each ADOT&PF trainee written evaluation reports for each unit of training provided as established on Form 25A-310.

**645-3.02 WAGES.** Trainees in ADOT&PF approved training programs will be paid prevailing Davis-Bacon fringe benefits plus at least 60 (but less than 100) percent of the appropriate minimum journey rate specified in the contract for the first half of the training period, at least 75 (but less than 100) percent for the third quarter of the training period, and at least 90 (but less than 100) percent for the last quarter of the training period. Trainee wages shall be identified on Form 25A-310. Apprentices in USDOL/OA training programs shall be paid in accordance with their approved program. Beginning wages of each trainee/apprentice enrolled in a Section 645 Training Program on the project shall be identified on Form 25A-312.

**645-3.03 SUBCONTRACTS.** In the event the Contractor subcontracts a portion of the work, he shall determine how many, if any, of the apprentices/trainees are to be trained by the subcontractor. Any such subcontracts shall include this Section 645, Form 25A-311 and Form 25A-310, where appropriate. However, the responsibility for meeting these training requirements remains with the Contractor; compliance or non-compliance with these provisions rests with the Contractor and sanctions and/or damages, if any, shall be applied to the Contractor in accordance with subsection 645-5.01, Basis of Payment.

**645-4.01 METHOD OF MEASUREMENT.** The Contractor will be credited for each approved apprentice/trainee employed on the project and reimbursed on the basis of hours worked, as listed in the certified payrolls. There shall be no credit for training provided under this section prior to the Contractor's submittal and approval by the Engineer of Form 25A-312 for each apprentice/trainee trained under this Section. Upon completion of each individual training program, no further measurement for payment shall be made.

**645-5.01 BASIS OF PAYMENT.** Payment will be made at the contract unit price for each hour of training credited. Where a trainee or apprentice, at the discretion of the Contractor, graduates early and is employed as a journey worker in accordance with the provisions of Subsection 645-3.01, the Contractor will receive payment only for those hours of training actually provided.

This payment will be made regardless of any other training program funds the Contractor may receive, unless such other funding sources specifically prohibit the Contractor from receiving other reimbursement.

Payment for training in excess of the number of hours specified on the approved Form 25A-311 may be made only when approved by the Engineer through Change Order.

Non-compliance with these specifications shall result in the withholding of progress payments until good faith efforts documentation has been submitted and acceptable remedial action has been taken.

Payment will be at the end of the project following the completion of all training programs approved for the project. No payment or partial payment will be made to the Contractor if he fails to do any of the following and where such failure indicates a lack of good faith in meeting these requirements:

1. provide the required hours of training (as shown in the Bid Schedule and approved Form 25A-311),
2. train the required number of trainees/apprentices in each training program (as shown in the Bid Schedule and approved Form 25A-311), or
3. hire the apprentice/trainee as a journey worker in that classification upon completion of the training program for as long as work in that area remains.

Failure to provide the required training damages the effectiveness and integrity of this affirmative action program and thwarts the Department's federal mandate to bring women and minorities into the construction industry. Although precise damages to the program are impractical to calculate, they are at a minimum, equivalent to the loss to the individuals who were the intended beneficiaries of the program. Therefore, where the Contractor has failed, by the end of the project, to provide the required number of hours of training and has failed to submit acceptable good faith efforts documentation which establishes why he was unable to do so, the Contractor will be assessed an amount equal to the following damages to be deducted from the final progress payment:

Number of hours of training not provided, times the journey worker hourly scale plus benefits. The journey worker scale is that for the classification identified in the approved programs.

Payment will be made under:

Pay Item	Pay Unit
645(1) Training Program, ___ Trainees/Apprentices	Labor Hour

**STATEWIDE SPECIAL PROVISION  
SSP-9**

**01/01/16**

*Note: Use when there are utility contractors (who are not included in the subject contract or under the control of the prime contractor) working within or in the vicinity of the project limits. Insert project specific information in shaded areas. Include the utility information and completion date identified in the utility relocation agreement.*

Add new Section 651:

**SECTION 651  
WORK BY OTHERS**

**651-1.01 DESCRIPTION.** Coordinate construction schedule and phasing according to Section 105.

**651-3.01 DESCRIPTION OF WORK AND SCHEDULE.** Adjust schedule and phasing as necessary to allow utility owners, their contractors, and other third party entities to complete their work on or before the completion date given in the utility relocation agreement or as identified in Table 651-1 for utility relocation work.

**TABLE 651-1**

Utility Type	Utility Company	Agreement Completion Date

Utility relocation agreement plans are available for inspection by making arrangements with the contact for pre-bid information, as listed on the Invitation for Bids.

**651-3.02 CONTACT INFORMATION.**

**TABLE 651-2**

Company Name	
Company Address	
Primary Contact Person	
Primary Contact Phone	
Primary Contact Fax	
Primary Contact Email	
Company Name	
Company Address	

Primary Contact Person	
Primary Contact Phone	
Primary Contact Fax	
Primary Contact Email	

**STATEWIDE SPECIAL PROVISION  
SSP-10**

**01/01/16**

*Note: Use when there are interim completion dates. Insert project specific information in shaded areas.*

Determine daily charge amounts based on the estimated costs the department and/or road users may incur if the identified work is not completed on schedule. Department costs may include expenses for added M&O, additional construction administration, and other justifiable expenses. Road user costs may be estimated using FHWA's December 2011 publication, Work Zone Road User Costs (FHWA-HOP-12-005), or by other rational methods.

Add new Section 652:

**SECTION 652  
INTERIM COMPLETION DATES**

**652-1.01 DESCRIPTION.** Ensure work is completed on or before interim completion dates identified in the Contract.

**652-3.01 INTERIM COMPLETION.** Complete all work described below on or before the interim completion date included in Table 652-1.

INTERIM WORK ELEMENT # - Description of the work elements to be completed (include specific bid items, plan sheets, or other information that clearly identifies this work as separate from the remainder of the contract work.)

INTERIM WORK ELEMENT # - Description of the work elements to be completed (include specific bid items, plan sheets, or other information that clearly identifies this work as separate from the remainder of the contract work.)

For each calendar day past the date identified in Table 652-1 that the work described above is not complete, the Engineer will deduct the corresponding full daily charge from progress payments.

If no money is due the Contractor, the Department may recover these sums from the Contractor, the Surety, or from both. The daily charges are not penalties but are predetermined liquidated damages to recover anticipated user costs, Department costs, or both.

**TABLE 652-1 Interim Completion Dates and Liquidated Damages**

Interim Work Element	Interim Completion Date	Daily Charge

**652-4.01 METHOD OF MEASUREMENT.** By each calendar day after the Interim Completion Date, for each Interim Work Element.

**652-5.01 BASIS OF PAYMENT.** The total value of this contract will be adjusted at the rates shown in Table 652-1, for each Interim Work Element.

Pay Item	Pay Unit
652(1) Interim Work Price Adjustment	Contingent Sum

**STATEWIDE SPECIAL PROVISION  
HSP18-1**

**05/25/18**

**DIVISION 700 -- MATERIALS**

Note: Use when Named Products **manufactured predominately of steel or iron** are identified in the Contract.

INSERT the paragraph below within each Material Specification Subsection identifying or requiring one or more Named Products manufactured predominately of steel or iron.

EDIT statements (a), (b), (c) below (add or delete statements, if needed), one line for each product named in the subsection, to indicate whether the product IS or IS NOT "Manufactured in the United States," as known by the Department at the time of advertising.

Products identified by name in the list below are manufactured predominately of steel or iron. The information below represents the Department's knowledge at the time of advertisement regarding whether products are "Manufactured in the United States" as defined in Section 106 of the contract. Including this information in the Contract does not relieve the Contractor of responsibility for complying with Section 106 of the Contract and the Buy America Act, and providing the Material Origin Certificate Form 25D-60 and the Certificate of Buy America Act Compliance Form 25D-62 as required in Subsection 106-1.01.

- (a) **Named Product A is/is not** "Manufactured in the United States".
- (b) **Named Product B is/is not** "Manufactured in the United States".
- (c) **Named Product C is/is not** "Manufactured in the United States".