

Appendix G. Revisions to the Standard Specifications

Commentary on Revisions to the Standard Specifications

101 Definitions and Terms

Definitions and terms used in this Guidebook and the contract documents have precise meanings. Misuse of a term often leads to misunderstandings among Project Team members and stakeholders. A concerted effort was made to create generic documents with consistent term usage. Defined terms are capitalized to distinguish them from common terms.

102 Bid Procedures and Conditions

This section of the Standard Specifications is impacted by design-build in a number of areas. The document language of this section is designed to work in harmony with the Special Provisions and the Proposal General Requirements. Changes to the selection process outlined in this Guidebook and represented by the generic language must be tracked through all three documents to ensure the language is comprehensive.

Modifications to the Revisions to the Standard Specifications are not expected to be required.

103 Award and Execution of Contract

Section 103-1.03 Award of Contract

This subsection describes the timeframe for the selected Proposer and the Department to agree on the contract terms. Negotiations with the highest scoring Proposers are limited and should not affect the scope or price of the project. In other words, anything that DOT&PF intends to be in the contract should be in the RFP and its attachments.

The Proposer must submit a firm price in response to the RFP Package and Contract Provisions, so anything that will affect the Proposer's price has to be in the Final Proposal, whether it's construction standards or insurance requirements. Since the price can't be negotiated, the items that affect price also cannot be negotiated. The reason for the negotiation provision is that there may still be some issues, such as schedule and QC/QA Program, that may remain to be negotiated, that would not necessarily affect the price.

Section 103-1.05 Contract Bonding

This subsection will require scrutiny by DOT&PF for every project. Contract bonding is a significant concern to the surety and insurance industries. The combination of design, construction, and warranties creates a unique bonding situation that the sureties are just beginning to address.

The bonding and insurance market is changing rapidly to respond to the expanding use of design-build contracting. For example, policies are just becoming available for Design-Builders to obtain professional liability insurance that will specifically cover design activities by the Design-Builder, which is usually a contractor. The Project Team should review the state of the

industry and determine if the generic language should be modified. See Special Provisions Section 1-07.18 for a discussion on professional liability insurance and bonding.

The generic language requires the Design-Builder to provide an executed contract bond for the full amount of the contract. The bond shall be responsible for the aspects of design performance but not for design negligence, errors, omissions, or warranty of design. Some contractors may not have a good enough relationship with their sureties to get bonds including design performance, but for the typical design-build projects and Design-Builder's who regularly perform such work, it should not be an issue.

Another bonding concern with design-build contracting is the coverage of long-term warranty, maintenance, and/or performance guarantees, whether simply of a warranty nature, or specific to a narrow design feature of the project. The longer the guarantee obligation required by the surety, the more concerned they become with the long-term financial viability of the contractor, which is hard to predict over 5-10 years. The other concern is the length of the errors and omissions (E&O) tail coverage relative to the warranty period. For example, the surety is typically less concerned about a bridge structure failure 15 years after completion being attributable to design failure, than the need for asphalt paving major repairs/replacement "x" years after completion, because of a maintenance guarantee. The Department must clarify what aspect of the design is included under the bond. If design E&O is not included under the bond and long-term warranty obligations exist in the contract that are not design related, the surety and the E&O carrier may end in conflict over determining responsibility (Special Provisions Commentary Section 107).

The amount of a warranty bond relative to the cost of the possible warranty work to be performed is another bonding issue to be resolved. For example, if a project has a total pavement value of \$1 million, and if total pavement failure is possible, should a warranty bond of \$1 million be requested, or some fraction thereof? Typically, the warranty bond is set based on a risk analysis of the maximum probable loss. In most cases this is a very rough analysis.

105 Scope of the work

Section 105-1.04 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

This section deals with the order of precedence for the various documents created by the Department and the Design-Builder. The only purpose of this provision is to determine if extra pay is warranted. This provision is not utilized to determine which design criteria will govern, that order of precedence is discussed in Scope of Work Section 200. In reviewing a conflict or discrepancy in the Contract Provisions, the DOT&PF designer will do so without regard to payment responsibility. Once the correct procedure is determined this section provides the basis for any dispute concerning the contract requirements.

When ordering the documents keep in mind that the information provided by DOT&PF must govern. Following those documents or provisions would be the documents generated from the RFP, for example, the proposal. Finally, any documents developed as a result of the agreement reached with the first two instruments that form the complete contract. In other words, anything developed by the Design-Builder is subordinate to anything developed by DOT&PF.

Within DOT&PF-created requirements, if conflicts exist, then a hierarchy is established to determine upon which statement the Design-Builder should rely.

106 Control of Material

106-1.01 APPROVAL OF MATERIALS PRIOR TO USE

In coordination with QC/QA Program requirements specified in the Scope of Work, this subsection has been significantly revised. Review and update the contents of this subsection to be current and consistent with related DOT&PF documents.

107 Legal Relations and Responsibilities to the Public

Section 107

This section specifies that DOT&PF has obtained all necessary rights-of-way unless noted differently in the RFP. This statement is compatible with DOT&PF's design-build position on right-of-way. If the Project Team has determined to involve the Design-Builder in the right-of-way acquisition process, this provision should be modified to reflect the project specific circumstances.

108 Prosecution and Progress

108-1.06 Contract Time, Extension of Contract Time and Suspension of Work

This section bases the time of completion on physical completion of the project. The provision accounts for an RFP requesting a competitive completion date. Consider the value of rewarding Proposers who submit a schedule with a completion time earlier than the contract completion date specified in Special Provisions Section 108. The RFP Technical Proposal Contents and Evaluation Criteria Section 2.0 defines the Department's expectations on project completion. This section of the Revisions to the Standard Specifications must be compatible.

REVISIONS TO THE STANDARD SPECIFICATIONS

Note: The following Revisions and Special Provisions shall be used in conjunction with the 2004 Standard Specifications for Highway Construction.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following Revisions to the Standard Specifications are made a part of this contract and supersede any conflicting provisions of the Standard Specifications.

Each Revision contains all current revisions to the applicable section of the Standard Specifications and may include references that do not apply to this particular project.

SECTION 101 DEFINITIONS AND TERMS

101-1.03 Definitions

The following statements are added to the list of definitions:

1. All references to “bid”, “proposal” or “bid proposal” in the Standard Specifications are construed to mean Final Proposal
2. All references to “lowest responsible bidder” in the Standard Specifications are construed to mean “Proposer providing the highest scoring Final Proposal”.
3. All references to the “Contractor” in the Standard Specifications are construed to mean the Design-Builder.
4. All references to “Bidder” in the Standard Specifications are construed to mean “Proposer”.

The following definitions are added:

As-Built Plans - Final drawings furnished by the Design-Builder, documenting the details and dimensions of the completed work.

Basis of Design - The preliminary plan, standard drawings, criteria, parameters, and other design requirements upon which the detailed final design will be based.

Final Proposal - The proposal submitted in accordance with the Request for Proposal, consisting of a Technical Proposal and a Price Proposal.

Construction Documents - Drawings (plans) and specifications provided by the Design-Builder and giving a detailed and precise representation of the configurations and arrangements of the materials and items being constructed. Construction documents are not to be used for construction until they are released for construction.

Design-Builder - The firm, partnership, joint venture or organization that contracts with the Alaska State Department of Transportation to provide design, construction, and quality control services for the project.

Design Documents - Design-Builder drawings, specifications, calculations, records, reports or other documents, including shop drawings and special process

procedures, which may be used for design, manufacture fabrication, installation, testing, examination and certification of items.

Disadvantaged Business Enterprise or DBE - A for-profit small business concern that is certified by the Alaska State Office of Minority and Women's Business Enterprises.

Final Inspection - Inspection by DOT&PF of the work to determine whether the work conforms to approved plans and specifications and is physically complete. Final inspection of warranted work will be made at the end of the warranty term.

Good Faith Efforts - Efforts to achieve a DBE goal or other requirement of 49 CFR part 26 which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the DBE program requirement.

Hold Point - Mandatory verification points identified in DOT&PF - approved QC/QA plan beyond which work cannot proceed until verification is performed and a written release is granted by DOT&PF.

Independent Assurance Inspection (IAI) - An unbiased and independent inspection of the Design-Builder's Quality Control Systems used to verify the reliability of the tests results obtained in the regular Quality Control sampling and testing activities.

Independent Assurance Testing (IAT) - A test conducted to check the calibration of the testing equipment and processes being used.

Joint Venture - (for purposes of DBE compliance) An association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risk, and profits of the joint venture are commensurate with its ownership interest.

Originator - The engineer, architect, planner, designer, or other person who develops a specific document. In the case of drawings, the Originator is the individual who provides the design information, sketches and instructions to the drafter.

Price Proposal - The part of the Final Proposal containing the offer of a Proposer, submitted on the prescribed forms, to perform the Work.

Proposers - Firms, partnerships, joint venture and organizations furnishing proposals in response to a DOT&PF request.

Request for Proposal - The documents prepared by DOT&PF including all forms, information, drawings and other documentation furnished to Proposer's to guide the preparation and submittal of a proposal.

Qualification (Personnel) - The characteristics or abilities gained through training or experience or both, as measured against established written and performance tests, that qualify an individual to perform a required function.

Quality Assurance (QA) - A program of planned policies, procedures, detailed responsibilities and systematic actions including inspection, testing and audits of the QC program necessary to provide adequate confidence that the QC and results meet the contract requirements.

Quality Control (QC) - The acts of examining, witnessing, inspecting, checking, and testing of in-process or completed work (including design) and installation activities, to determine conformity with specified requirements and acceptance of construction.

Released for Construction Documents - Those documents certified to have met all requirements for construction and have been stamped "Released for Construction" by the Project Quality Manager, or official designer.

Request for Qualifications - The formal solicitation by DOT&PF of Proposer qualifications consisting of, among other things, experience, capabilities, and past performance.

Statistical-based Acceptance - Acceptance of the Design-Builder's QC test results through statistical comparison with Verification test results.

Technical Proposal - The part of a Final Proposal detailing, among other things, schedule, management, organization, and design of the project.

Verification Tests - Those tests performed by DOT&PF on a random basis to verify that the Design-Builder is following proper QC/QA procedures and that such procedures appear to be effective in assuring quality

WAQTC - Western Alliance for Quality Transportation Construction a cooperative effort by the States of Alaska, Arizona, California, Colorado, Idaho, Montana, Nevada, Oregon, Utah, Wyoming, Washington and Western Federal Lands Highway Division to establish consistent testing procedures for use by all the states.

Witness Point - A point in production where DOT&PF will be afforded the opportunity to inspect the work. Work may proceed beyond a witness point with or without action by DOT&PF provided proper notification has been given.

The definition for **Award** is revised to read:

The formal decision of DOT&PF to accept the Final Proposal of the responsive Proposers for the work.

The definition for **Contract Plans** is revised to read:

A publication by DOT&PF addressing the work required for an individual project. The contract plans may include, but are not limited to, the following: a vicinity map, a summary of quantities, structure notes, signing information, traffic control plans,

and detailed drawings; all for a specific individual project. At the time of the contract execution date, the contract plans include any addenda.

The definition for **Contract Provisions** is revised to read:

The collection of information describing and addressing the work required for an individual project. At the time of the Request for Final Proposal, the proposed contract provisions may include, for a specific individual project, the amendments to the standard specifications, the special provisions, a listing of the applicable standard plans, the prevailing minimum hourly wage rates, and an informational proposal form with the listing of bid items, contract plans, and scope of work. The proposed contract provisions may also include, for a specific individual project, the Required Contract Provisions Federal-aid Construction Contracts, and various required certifications or declarations.

At the time of the contract execution date, the contract provisions include the proposed contract provisions and include any addenda, a copy of the contract form, supplemental agreements and change orders, and the Final Proposal including a copy of the proposal form with the contract prices and extensions.

The definition for **Inspector** is deleted.

The definition for **Laboratory** is revised to read:

The laboratories of DOT&PF, or other laboratories DOT&PF authorizes to test work, soils, and materials. Design-Builder's testing laboratories shall be either AASHTO Accredited or fulfill the requirements of AASHTO R18 for those tests being performed for acceptance.

The definition for **Plans** is revised to read:

The Construction Documents, Contract Plans, Design Documents, Standard Plans, working and supplemental drawings, or reproductions thereof, and As-Built Plans which show the location, character, and dimensions or prescribed work including layouts, profiles, cross-sections, and other details of the Work to be performed.

The definition for **Project Engineer** is revised to read:

The Engineer's representative who is directly responsible for administration of the Design-Build contract.

The definition for **Proposal Form** is revised to read:

The form provided to the Proposers by DOT&PF for submittal of a price proposal to DOT&PF for a specific project. The form may include the item number and item description, if applicable, along with blank spaces to be completed by the Proposer for lump sum prices, total bid amount, signatures, date, the Proposers address, and federal tax ID no. The required certifications and declarations are part of the form.

The definition for **Working Drawings** is revised to read:

Shop drawings, shop plans, erection plans, falsework plans, framework plans, cofferdam, cribbing and shoring plans, bending diagrams for reinforcing steel, or any other supplementary plans or similar data, including a schedule of submittal dates.

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

102-1.02 CONTENTS OF BID PACKAGE

This section is revised to read.

102-1.02 PROPOSAL FORMS

At the request of a Proposer, DOT&PF will provide a proposal form for any project on which the Proposer is eligible to bid.

The proposal form will identify the project and its location. It will list lump sum and unit cost, if applicable, items of work. The Proposer shall complete spaces on the proposal form that call for bid prices, total bid amount, signatures, date, Proposer's address, and Federal tax ID number. The required certifications are included as part of the form.

102-1.03 INTERPRETATION OF QUANTITIES IN BID SCHEDULE

This section is deleted.

102-1.04 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND WORK SITE

This section is deleted.

102-1.05 PREPARATION OF BID

This section is revised to read.

102-1.05 PREPARATION OF PROPOSAL

DOT&PF will accept only those Price Proposals properly executed on the form included in the RFP. The form may be reproduced electronically. All prices shall be in legible figures written in ink or typed. The proposal shall include:

1. A unit price for each item, if applicable (omitting digits more than four places to the right of the decimal point),
2. An extension for each unit price, if applicable (omitting digits more than two places to the right of the decimal point), and
3. The total contract price (the sum of all extensions).

In the space provided on the signature sheet, the bidder shall confirm that all addenda have been received.

The bidder shall submit a completed "DBE Commitment Affidavit".

The bidder shall submit with the bid a list of:

1. Subcontractors who will perform work which amounts to more than 10 percent of

the bid price, and

2. The work those subcontractors will perform on the contract.

If no subcontractor is listed, the bidder acknowledges that it does not intend to use any subcontractor whose work on the contract will exceed 10 percent of the bid price.

If the contract provisions establish a minimum bid amount for the item Traffic Control Labor, the bid for the item in the proposal shall equal or exceed that amount.

Any firm doing business under an assumed name shall submit a certified copy of a "Certificate of Assumed Name" (unless the Contracting Agency already has a copy on file).

Proposals of corporations shall be signed by the officer or officers having authority to sign them. If the bidder is a joint venture, the proposal shall be signed by one or more individuals as authorized by the Joint Venture.

102-1.08 DELIVERY OF BIDS

This Section is deleted.

102-1.09 WITHDRAWAL OR REVISION OF BIDS

This section is revised to read

102-1.09 WITHDRAWAL OR REVISION OF PROPOSAL

After submitting the Final Proposal to DOT&PF, the Proposer may withdraw or revise it if:

1. The Proposer submits a written request signed by an authorized person, and
2. DOT&PF receives the request before the time for receipt of proposals.

102-1.12 RECEIPT AND OPENING OF BIDS

This section is deleted.

102-1.13 IRREGULAR PROPOSALS

This section is added:

1. A proposal will be considered irregular and will be rejected if:
 - a. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
 - b. The completed proposal form contains any unauthorized additions, deletions, alternate bids, or conditions;

- c. The bidder adds provisions reserving the right to reject or accept the award, or enter into the contract;
 - d. A price per unit cannot be determined from the bid proposal;
 - e. The proposal form is not properly executed;
 - f. The bidder fails to submit or properly complete a subcontractor list, if applicable, as required in Section 1-02.6;
 - g. The bidder fails to submit or properly complete a DBE Commitment affidavit, as required in Section 1-02.6;
 - h. The bidder fails to submit or properly complete a Cash Flow Schedule as required in Section 3.7 of the PROPOSAL GENERAL REQUIREMENTS; or
 - i. The bid proposal does not constitute a definite and unqualified offer to meet the material terms of the bid invitation.
2. A proposal may be considered irregular and may be rejected if:
- a. The proposal does not include a unit price for every bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of addenda is not acknowledged;
 - d. A member of a joint venture and the joint venture submit proposals for the same project (in such an instance, both bids may be rejected); or
 - e. Proposal form entries are not made in ink.

SECTION 103 AWARD AND EXECUTION OF CONTRACT

103-1.01 CONSIDERATION OF BIDS

The second paragraph is revised to read:

The right is reserved by the Contracting Agency to waive informalities in the bidding, accept a proposal of other than the lowest responsible bidder, reject any or all bids, republish the call for bids, revise or cancel the work, or require the work to be done in another way if the best interest of the Contracting Agency is served.

103-1.05 PERFORMANCE AND PAYMENT BONDS

This new paragraph is added at the end of paragraph one.

The bond does not cover any responsibility for negligence, errors or omissions in design, or warranty of design. Coverage under the bond is limited to only the Construction phase and post construction phase of the contract. The bond premium is based only upon the value of the construction and post-construction phase of the contract, and not upon the design aspect of the.

SECTION 104 SCOPE OF THE WORK

104-1.01 Intent of the Contract

This section is deleted.

104-1.01 Bid Items Included in the Proposal

This section is revised to read:

The Design-Builder shall provide all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work for the items described in the Request for Proposal.

SECTION 105 CONTROL OF WORK

105-1.01 AUTHORITY OF THE ENGINEER

The second paragraph is revised to read:

The Engineer's decisions will be final on all questions including, but not limited to, the following:

1. Quality and acceptability of materials and work.
2. Measurement of unit price work.
3. Determination as to the existence of changed or differing site conditions,
4. Interpretation of the Contract.
5. Fulfillment of the contract by the Design-Builder,
6. Payments under the contract including equitable adjustment,
7. Suspension(s) of work,
8. Termination of the contract for default or public convenience.
9. Determination as to unworkable days.

105-1.02 PLANS AND WORKING DRAWINGS

This section is revised to read:

The Design-Builder shall submit supplemental working drawings. Except as noted, all drawings and other submittals shall be delivered directly to the Project Engineer. The drawings shall be on sheets measuring 22 by 34 inches, 11 by 17 inches, or on sheets with dimensions in multiples of 8 ½ by 11 inches. If the Project Engineer elects to offer any comments, they will be submitted to the Design-Builder within 48 hours.

All Design-Builder submittals shall be in metric units. The applicable standard for metric units, terminology, abbreviations, and practice is found in ASTM E 380, Practice for Use of the International System of Units (SI). Submittal, review procedures, and review times of supplemental working drawings and specifications shall be as described in the Scope of Work.

105-1.03 CONFORMITY WITH PLANS AND SPECIFICATIONS

This section is deleted.

105-1.04 COORDINATION OF CONTRACT DOCUMENTS, PLANS, SPECIAL PROVISIONS, SPECIFICATIONS, AND ADDENDA

This section is revised to read:

The Contract Provisions, as defined in Section 101 (excluding Final Proposal), complement each other in describing the complete work. Any requirement in one part binds as if stated in all parts. The Design-Builder shall provide any work or materials clearly implied in the contract even if the contract does not mention it specifically.

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 3 and 4; 2 presiding over 3, and 4; and so forth):

1. Addenda,
2. Special Provisions,
3. Revisions to the Standard Specifications
4. Division 1 of the Standard Specifications
5. Contract Plans
6. Scope of Work

This order of precedence shall not apply when work is required by one part of the contract but omitted from another part or parts of the contract. The work required in one part must be furnished even if not mentioned in other parts of the contract.

If any part of the contract requires work that does not include a description for how the work is to be performed, the work shall be performed in accordance with standard trade practice(s). For purposes of the contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Design-Builder in doing the work.

In case of any ambiguity or dispute over interpreting the contract, the Engineer's decision will be final as provided in Section 105-1.01.

105-1.10 INSPECTION OF WORK

The second paragraph is revised to read:

When the Engineer requests, the Design-Builder shall (without charge) provide samples of materials used or to be used in the work. The Engineer may order the Design-Builder to remove and replace, and bear the cost of doing so, any materials used without inspection.

105-1.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK

This section is revised to read:

DOT&PF will not pay for defective work. Defective work includes work and materials that do not conform to the contract. At the Engineer's order, the Design-Builder shall immediately remedy, remove, replace, or dispose of defective work or materials and bear all costs of doing so.

105-1.18 Guarantees

This section is added:

The Design-Builder shall furnish to DOT&PF any guarantee or warranty furnished as a customary trade practice in connection with the purchase of any equipment, materials, or items incorporated into the project. The Design-Builder shall also provide specific warranties as defined in the Scope of Work.

SECTION 1-06 CONTROL OF MATERIALS

106-1.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

This section including title is revised to read:

106-1.01 APPROVAL OF MATERIALS PRIOR TO USE

Prior to use, the Design-Builder shall notify the Engineer of all proposed materials. The Design-Builder shall use the Qualified Product List or the Request for Approval of Material form.

All equipment, materials, and articles incorporated into the permanent work:

1. Shall be new, unless the special provisions permit otherwise;
2. Shall meet the requirements of the contract and/or be approved by the Engineer if required by the contract provisions;
3. May be inspected or tested at any time during their preparation and use; and
4. Shall not be used in the work if they become unfit after being previously approved.

The QPL is a listing of manufactured products that have been evaluated and determined suitable for use in highway construction.

If the Design-Builder elects to use the QPL, the most current list available at the time the product is proposed for use shall be used. The QPL submittal shall be prepared by the Design-Builder in accordance with the instructions in the QPL and submitted to the Engineer prior to use.

The QPL identifies the approved products, the applicable specification section, and the basis for acceptance at the project level. The listing is divided into two categories, "Approved" and "Conditionally Approved". "Approved" products are denoted with an "A". Those products may be accepted without additional sampling. "Conditionally Approved" products are denoted with a "CA". The acceptance and use of these products is based upon additional job sampling and/or documentation. All additional acceptance actions need to be completed prior to the material being incorporated into the work.

The use of listed products shall be restricted to the Standard Specification for which they are listed and fulfillment of the acceptance requirement defined in the QPL. Qualified products not conforming to the specifications, not fulfilling the acceptance requirements, or improperly handled or installed, shall be replaced at the Design-Builder's expense.

To qualify for continued listing on the QPL, products may be sampled and tested for conformance to the Standard Specifications. DOT&PF reserves the right to make revisions to the QPL at any time.

If there is a conflict between the QPL and the contract, the provisions of the contract shall take precedence over the QPL.

The Design-Builder may use products listed on the latest edition of the Qualified Product List (QPL) without submitting a Request for Approval of Materials (RAM). The Design-Builder shall follow the acceptance requirements as listed in the QPL for the product/material used. Aggregate materials listed on the Aggregate Sources Tracking System database for those uses approved. The acceptance of aggregates shall be as stated in Appendix B, Table 2. Other materials and aggregate sources may be used with prior approval of DOT&PF.

When using products or materials not listed in the QPL the Design-Builder shall have the material tested prior to incorporating the materials into the project. The tests may be conducted by the DOT&PF materials laboratory or an independent testing laboratory employed by the Design-Builder and approved by the DOT&PF Materials Engineer. For details regarding sample size and other requirements see the DOT&PF Construction Manual.

106-1.02 Request for Approval of Material (RAM)

The RAM shall be used when the Design-Builder elects not to use the QPL or the material is not listed in the QPL. The RAM shall be prepared by the Design-Builder and submitted to the Engineer for approval before the material is incorporated into the work.

Approval of the material does not constitute acceptance of the material for incorporation into the work.

Additional acceptance actions as noted on the RAM need to be completed prior to the materials being incorporated into the work.

When requesting approval of an item that requires fabrication, both the fabricator and the manufacturer of the base material shall be identified on the RAM.

106-1.03 TESTING AND ACCEPTANCE

Add the following paragraph:

The Design-Builder shall deliver representative samples, (from the Design-Builder, Producer, or Fabricator) to the Engineer without charge before incorporating material into the work. In providing samples, the Design-Builder shall provide the Engineer with sufficient time and quantities for testing before use. The Engineer may require samples at any time.

106-1.05 CERTIFICATES OF COMPLIANCE

This section is supplemented with the following:

The acceptance of the following types of materials shall be based on receipt of an Manufacturer's Certificate of Compliance prior to incorporating the materials into the project. The Manufacturer's Certificate of Compliance shall meet the requirements of Section 106 of the Standard Specifications. In lieu of placing the material without a proper Manufacturer's Certificate of Compliance the Design-Builder may request that DOT&PF sample and test the materials prior to incorporating them into the project. The cost for the necessary testing shall be at DOT&PF's established cost recovery rate and shall be deducted from moneys due or become due the Design-Builder on the next progress estimate. For details regarding sample size and other requirements see the DOT&PF Construction Manual.

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

107-1.17 FURNISHING RIGHT OF WAY

This section is revised to read:

All rights of way for the completed facility will be provided by DOT&PF in advance of construction. Any exceptions will be noted in the Request for Proposal. Should unavailable right of way have an impact on the Design-Builders operations, an extension of time will be considered in accordance with Section 108.

SECTION 108 PROSECUTION AND PROGRESS

108-1.01 SUBLETTING OF THE CONTRACT

This section is revised to read:

The Design-Builder shall submit all requests to subcontract on the form the Engineer provides. Along with the request to sublet, the Design-Builder shall submit the names of any contracting firms the subcontractor proposes to use as lower tier subcontractors.

The Design-Builder shall require each subcontractor and lower tier subcontractor to comply with Section 107 and to furnish all certificates and statements required by the contract.

Subcontracting shall not:

1. Relieve the Design-Builder of any responsibility to carry out the contract,
2. Relieve the Design-Builder of any obligations or liability under the contract and the Design-Builder's bond,
3. Create any contract between DOT&PF and the subcontractor, or
4. Convey to the subcontractor any rights against DOT&PF.

DOT&PF will not consider as subcontracting: (1) purchase of sand, gravel, crushed stone, crushed slag, batched concrete aggregates, ready mix concrete, off-site fabricated structural steel, other off-site fabricated items, and any other materials supplied by established and recognized commercial plants; or (2) delivery of these materials to the work site in vehicles owned or operated by such plants or by recognized independent or commercial hauling companies.

The Design-Builder shall certify to the actual amounts paid to any Disadvantaged, Minority, or Women's Business Enterprise firms that were used as subcontractors, lower tier subcontractors, manufacturers, regular dealers, or service providers on the contract. This certification shall be submitted to the Project Engineer annually for the State fiscal year, July 1 through June 30, or through physical completion of the contract, whichever occurs earliest. The report is due July 20th following the fiscal year end or 20 calendar days after physical completion of the contract.

108-1.06 CONTRACT TIME, EXTENSION OF CONTRACT TIME AND SUSPENSION OF WORK

The following paragraph is added:

The Design-Builder shall complete all physical contract work by the date stated in the contract provisions, or as extended by the Engineer in accordance with Section 108. The end date proposed by the Design-Builder in the Technical Proposal, as shown on the preliminary project schedule, if occurring prior to the date in the contract provisions, shall be considered the contract end date. The Design-Builder proposed end date will not be considered the contract end date if it occurs later than the date in the contract provisions.

The contract's time for physical completion will be extended for a period equal to the time the Engineer determines the work was delayed because of:

1. Any action, neglect, or default of DOT&PF, its officers, or employees, or of any other contractor employed by DOT&PF;
2. Fire or other casualty for which the Design-Builder is not responsible;
3. Strikes;
4. Any other conditions for which these Specifications permit time extensions such as:
 - a. In Section 104 if a change increases the time to do any of the work including unchanged work;
 - b. In Section 104 if increased time is part of a protest that is found to be a valid protest;
 - c. In Section 104 if a changed condition is determined to exist which caused a delay in completing the contract;
 - d. In Section 107 if the performance of the work is delayed as a result of damage by others;
 - e. In Section 107 if the removal or the relocation of any utility by forces other than the Design-Builder caused a delay;
 - f. In Section 107 if a delay results from all the right of way necessary, as defined in Section 108, for the construction not being purchased and the Scope of Work does not make specific provisions regarding unpurchased right of way;
 - g. In Section 108 if the performance of the work is suspended, delayed, or interrupted for an unreasonable period of time that proves to be the responsibility of DOT&PF; or
 - h. In Section 109 if a dispute or claim also involves a delay in completing the contract and the dispute or claim proves to be valid.
5. Exceptional causes not specifically identified in items 1 through 4, provided the request letter proves the Design-Builder had no control over the cause of the delay and could have done nothing to avoid or shorten it.

The following paragraphs are inserted:

Calendar days added to the contract by time extensions, when time has overrun, shall only apply to days on which liquidated damages or direct engineering have been charged, such as the following:

If substantial completion has been granted prior to all of the authorized calendar days being used, then the number of days in the time extension will eliminate an equal number of days on which direct engineering charges have accrued. If the substantial completion date is established after all of the authorized calendar days have been used, then the number of days in the time extension will eliminate an equal number of days on which liquidated damages or direct engineering charges have accrued.

SECTION 109 MEASUREMENT AND PAYMENT

109-1.03 SCOPE OF PAYMENT

This section is revised to read:

The unit contract prices shall be full payment for all labor, materials, supplies, equipment, tools, and all other things required to completely incorporate the item into the work as though the item were to read "In Place."

109-1.07 PAYMENT FOR MATERIAL ON HAND

This section is deleted.

