THE STATE of ALASKA
GOVERNOR SEAN PARNELL

Department of Transportation and Public Facilities

CENTRAL REGION – DIVISION OF DESIGN & CONSTRUCTION
CONTRACTS SECTION

4111 AVIATION AVENUE
P.O. BOX 196900
ANCHORAGE, AK 99519-6900
Main: 907.269.0400
Fax: 907.269.0425
TTY: 907.269.0473

May 16, 2014

Re: Sterling Highway MP 173 to 174
Pavement Preservation
Project No. 0211(061)/56176
Sterling Highway MP 174 to 179
Pavement Preservation
Project No. 0211(059)/55260

Notice of Intent to Award

Granite Construction Company
11471 Lang Street
Anchorage, AK 99515

Gentlemen:

We are pleased to advise that on the basis of the following bid, which you submitted for the above referenced project, you have been determined to be the lowest responsive bidder: Bid Opening – May 9, 2014; Bid Amount – $6,769,000.00 Total Basic Bid.

Enclosed for completion and return are the following items:

• Corrected Bid Schedule	(Initial Corrections)
• Contractor's Questionnaire	25D-8
• Construction Contract	25D-10A
• Payment Bond	25D-12
• Performance Bond	25D-13
• Material Origin Certificate	25D-60
• EEO-1 Certification	25A-304
• DOT&PF Training Program Request	25A-310
• Training Utilization Report	25A-311

Note: The date on the second line of the second paragraph of the Payment Bond and the Performance Bond shall be left blank until the date executed by the Department's Contracting Officer. Please also be sure to include your corporate seal on page two of the Construction Contract, as well as on the first pages of the Performance Bond and Payment Bond (to the left of your signature).

Additionally, please submit the following:

- A copy of your Alaska Business License
- A copy of your Contractor's Registration
- Evidence of Insurance

Evidence of Insurance executed by the carrier's representative and issued to the Department, shall consist of a Certificate of Insurance or the policy declaration page with required endorsements and certifications included or attached. If a certificate is provided such evidence must include language substantially as follows:

"All policies described herein comply with all aspects of the insurance requirements of the Contract Documents for:

- **Project Title: Sterling Highway MP 173 to 174 Pavement Preservation; and Sterling Highway MP 174 to 179 Pavement Preservation**
- **Project Numbers: 0211(061)/56176 and 0211(059)/55260"**

A copy of insurance requirements for this Contract is attached for your convenience. We suggest you provide a copy of the insurance requirements and this letter to your carrier(s).

Note: You are reminded that your insurance carrier must list the Department of Transportation and Public Facilities as an additional insured for all liability coverage per the contract specifications. The Certificate Holder shall be as follows:

State of Alaska - DOT/PF
Sterling Highway MP 173 to 174 Pavement Preservation and
Sterling Highway MP 174 to 179 Pavement Preservation
P.O. Box 196900
Anchorage, Alaska 99519-6900

All required items addressed in this letter must be received at 4111 Aviation Avenue within 15 days following the date of this letter.

Please note, the Subcontractor List and DBE forms and documentation previously requested from your company in our Confirming Letter are due earlier. Please refer to the Confirming Letter for the due date for those items.

The transmittal of these documents constitutes only an intent to award. A contract will not be in force until required items are properly executed and received and a Letter of Award and a Notice to Proceed are issued. No work prior to that Notice is authorized and the State will assume no responsibility for the work, the work site or any event arising therefrom.

Participating Bidders wishing to protest must do so within 10 days after the date of this Notice of Intent to Award per AS 36.30.565.

Should you have any questions concerning this correspondence, please address them to Kathie Bridenbaugh at the above address or telephone (907) 269-0421.

Sincerely,

Sharon L. Smith, P.E.
Chief of Contracts
Central Region

Attachments: a/s

cc: All Participating Bidders

bcc: RoxAnn Dowd, Regional Director's Office
Joel G. St. Aubin, P.E., Director Design & Construction
Randy Vanderwood, P.E., Maintenance & Operations
Dustin Heintzelman, Project Control Chief, Central Region
Sharon L. Smith, P.E., Chief of Contracts

Tom Dougherty, P.E., Regional Construction Engineer
Stephen Frey, P.E., Construction Group Chief
Laura Paul, P.E., Project Manager, Construction
Office Assistant II, Construction

Civil Rights Office (with Bid Tab)

FAA: Send a request for "Concurrence to Award" letter

(PLUS)
Original to Contractor
FAX a copy to all bidders
READ FILE
CONTRACT FILE

State of Alaska Department of Transportation & Public Facilities Central Region	**BID SCHEDULE**	Sterling Highway MP 173 to 174 Pavement Preservation Sterling Highway MP 174 to 179 Pavement Preservation AKSAS No.: 56176&55260 Federal No.: 0211(061)&0211(059)

The bidder shall insert a unit bid price for each pay item listed below. Type or print legibly.

Basic Bid

Item No.	Item Description	Unit	Quantity	Unit Bid Price	Amount Bid
620 (1)	TOPSOIL	SQUARE YARD	5,626	10.00	56,260.00
627 (10)	ADJUSTMENT OF VALVE BOX	EACH	2	700.00	~~1,400.00~~
630 (1)	GEOTEXTILE SEPARATION	SQUARE YARD	4,690	2.50	11,725.00
639 (6)	APPROACH	EACH	16	1,500.00	~~24,000.00~~
640 (1)	MOBILIZATION AND DEMOBILIZATION	LUMP SUM	All Req'd.	LUMP SUM	200,000.00 *$97,033.97
640 (4)	WORKER MEALS AND LODGING, OR PER DIEM	LUMP SUM	All Req'd.	LUMP SUM	30,000.00
641 (1)	EROSION, SEDIMENT, AND POLLUTION CONTROL ADMINISTRATION	LUMP SUM	All Req'd.	LUMP SUM	5,000.00
641 (2)	TEMPORARY EROSION, SEDIMENT, AND POLLUTION CONTROL	CONTINGENT SUM	All Req'd.	CONTINGENT SUM	**269,000.00**
641 (6)	WITHHOLDING	CONTINGENT SUM	All Req'd.	CONTINGENT SUM	**0.00**
641 (7)	SWPPP MANAGER	LUMP SUM	All Req'd.	LUMP SUM	5,000.00
642 (1)	CONSTRUCTION SURVEYING	LUMP SUM	All Req'd.	LUMP SUM	52,500.00
642 (3)	THREE PERSON SURVEY PARTY	HOUR	110	350.00	38,500.00
642 (16)	PASSING SIGHT DISTANCE MEASUREMENT	STATION	448	10.50	4,704.00
643 (2)	TRAFFIC MAINTENANCE	LUMP SUM	All Req'd.	LUMP SUM	100,000.00
643 (3)	PERMANENT CONSTRUCTION SIGNS	LUMP SUM	All Req'd.	LUMP SUM	75,000.00
643 (15)	FLAGGING	CONTINGENT SUM	All Req'd.	CONTINGENT SUM	**225,000.00**
643 (23)	TRAFFIC PRICE ADJUSTMENT	CONTINGENT SUM	All Req'd.	CONTINGENT SUM	**0.00**
643 (25)	TRAFFIC CONTROL	CONTINGENT SUM	All Req'd.	CONTINGENT SUM	**435,190.00**
644 (1)	FIELD OFFICE	LUMP SUM	All Req'd.	LUMP SUM	35,000.00
644 (10)	ENGINEERING COMMUNICATIONS	CONTINGENT SUM	All Req'd.	CONTINGENT SUM	**2,000.00**
645 (1)	TRAINING PROGRAM, 1 TRAINEES/APPRENTICES	LABOR HOUR	500	5.00	2,500.00
646 (1)	CPM SCHEDULING	LUMP SUM	All Req'd.	LUMP SUM	5,000.00
646 (2)	SCHEDULE PRICE ADJUSTMENT	CONTINGENT SUM	All Req'd.	CONTINGENT SUM	**0.00**

State of Alaska Department of Transportation & Public Facilities Central Region	**BID SCHEDULE**	Sterling Highway MP 173 to 174 Pavement Preservation Sterling Highway MP 174 to 179 Pavement Preservation AKSAS No.: 56176&55260 Federal No.: 0211(061)&0211(059)

The bidder shall insert a unit bid price for each pay item listed below. Type or print legibly.

Basic Bid

Item No.	Item Description	Unit	Quantity	Unit Bid Price	Amount Bid
647 (5)	BACKHOE, 4WD, 1 CY BUCKET, 75 HP, 15 FT DEPTH	CONTINGENT SUM	All Req'd.	CONTINGENT SUM	**50,000.00**
651 (1)	EAGLE MONITORING	CONTINGENT SUM	All Req'd.	CONTINGENT SUM	**15,000.00**
669 (4-H1)	AUTOMATED TRAFFIC RECORDERS - SITE H1	LUMP SUM	All Req'd.	LUMP SUM	30,000.00
669 (4-H2)	AUTOMATED TRAFFIC RECORDERS - SITE H2	LUMP SUM	All Req'd.	LUMP SUM	90,000.00
669 (4-H3)	AUTOMATED TRAFFIC RECORDERS - SITE H3	LUMP SUM	All Req'd.	LUMP SUM	30,000.00
669 (4-H4)	AUTOMATED TRAFFIC RECORDERS - SITE H4	LUMP SUM	All Req'd.	LUMP SUM	90,000.00
670 (10A)	MMA PAVEMENT MARKINGS, LONGITUDINAL SURFACE APPLIED	LINEAR FOOT	110,410	1.25	138,012.50
670 (10B)	MMA PAVEMENT MARKINGS, SYMBOLS AND ARROW(S) SURFACE APPLIED	EACH	50	320.00	16,000.00
670 (10C)	MMA PAVEMENT MARKINGS, TRANSVERSE AND GORE SURFACE APPLIED	LINEAR FOOT	4,082	1.25	5,102.50
670 (10F)	MMA PAVEMENT MARKINGS, TRANSVERSE AND GORE INLAID	LINEAR FOOT	4,800	5.25	25,200.00
682 (1)	VAC-TRUCK POTHOLE	CONTINGENT SUM	All Req'd.	CONTINGENT SUM	**20,000.00**
	Total Basic Bid			$6,871,966.03	*6,769,000.00

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

CONTRACTOR'S QUESTIONNAIRE

Sterling Highway MP 173 to 174 Pavement Preservation
Project No. 0211(061)/56176
Sterling Highway MP 174 to 179 Pavement Preservation
Project No. 0211(059)/55260

A. FINANCIAL

1. Have you ever failed to complete a contract due to insufficient resources?
   [ ] No [ ] Yes If YES, explain:

_____

_____

_____

_____

_____

2. Describe any arrangements you have made to finance this work: _____

_____

_____

B. EQUIPMENT

1. Describe below the equipment you have available and intend to use for this project.

ITEM	QUAN.	MAKE	MODEL	SIZE/ CAPACITY	PRESENT MARKET VALUE

2. What percent of the total value of this contract do you intend to subcontract? _____ %

3. Do you propose to purchase any equipment for use on this project?
[ ] No [ ] Yes If YES, describe type, quantity, and approximate cost:

_____

_____

_____

4. Do you propose to rent any equipment for this work?
[ ] No [ ] Yes If YES, describe type and quantity:

_____

_____

_____

5. Is your bid based on firm offers for all materials necessary for this project?
[ ] Yes [ ] No If NO, please explain:

_____

_____

_____

C. EXPERIENCE

1. Have you had previous construction contracts or subcontracts with the State of Alaska?
[ ] Yes [ ] No

Describe the most recent or current contract, its completion date, and scope of work:

_____

_____

_____

_____

2. List, as an attachment to this questionnaire, other construction projects you have completed, the dates of completion, scope of work, and total contract amount for each project completed in the past 12 months.

I hereby certify that the above statements are true and complete.

Name of Contractor	**Name and Title of Person Signing**
Signature	**Date**

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

CONSTRUCTION CONTRACT

Sterling Highway MP 173 to 174 Pavement Preservation
Project No. 0211(061)/56176
Sterling Highway MP 174 to 179 Pavement Preservation
Project No. 0211(059)/55260

This CONTRACT, between the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, herein called the Department, acting by and through its Contracting Officer, and

Granite Construction Company
Company Name

11471 Lang Street Anchorage, AK 99515
Company Address (Street or PO Box, City, State, Zip)

a/an [ ] Individual [ ] Partnership [ ] Joint Venture [ ] Sole Proprietorship [ ] Corporation incorporated under the laws of the State of _____, its successors and assigns, herein called the Contractor, is effective the date of the signature of the Contracting Officer on this document.

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the Department, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required in the construction of the above-referenced project at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of **Six Million Seven Hundred Sixty Nine Thousand and No/100** Dollars (**$6,769,000.00**), and such other items as are mentioned in the original Bid, which Bid and prices named, together with the Contract Documents are made a part of this Contract and accepted as such.

It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by the Department. In no event shall the Department be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the Contract or on written order furnished by the Department. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost, and expense and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without such written order.

The Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of the Department, on or before: **June 30, 2015** or within **N/A** calendar days. It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of the Department, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid final completion date and interim completion date noted in Section 105-1.19, the Department shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, the Department shall have the right to recover liquidated damages in accordance with Section 108-1.07; such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages.

The bonds given by the Contractor in the sum of $3,384,500.00 Payment Bond, and $3,384,500.00 Performance Bond, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contract and hereby agree to its terms and conditions.

CONTRACTOR

Company Name

Signature of Authorized Company Representative

Typed Name and Title

Date

(Corporate Seal)

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

Signature of Contracting Officer

Typed Name

Date

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

PAYMENT BOND

Bond No. _____

For

Sterling Highway MP 173 to 174 Pavement Preservation
Project No. 0211(061)/56176
Sterling Highway MP 174 to 179 Pavement Preservation
Project No. 0211(059)/55260

NOW ALL WHO SHALL SEE THESE PRESENTS:

That **Granite Construction Company**

of **11471 Lang Street Anchorage, AK 99515** as Principal,

and

of _____ as Surety,

firmly bound and held unto the State of Alaska in the penal sum of

Three Million Three Hundred Eighty Four Thousand Five Hundred and No/100---------- Dollars

($3,384,500.00----------) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the _____ of _____ A.D., 2014, for construction of the above-referenced project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall comply with all requirements of law and pay, as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under said contract, whether said labor be performed and said materials and supplies be furnished under the original contract, any subcontract, or any and all duly authorized modifications thereto, then these presents shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____, _____ this _____ day of _____ A.D., 20_____.

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: ( ) _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: ( ) _____

The offered bond has been checked for adequacy under the applicable statutes and regulations:

_____ _____

Alaska Department of Transportation & Public Facilities Authorized Representative **Date**

See Instructions on Reverse

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. There shall be no deviation from this form without approval from the Contracting Officer.

2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.

3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.

4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.

5. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

PERFORMANCE BOND

Bond No. _____

For

Sterling Highway MP 173 to 174 Pavement Preservation
Project No. 0211(061)/56176
Sterling Highway MP 174 to 179 Pavement Preservation
Project No. 0211(059)/55260

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That **Granite Construction Company**
of **11471 Lang Street Anchorage, AK 99515** as Principal,
and _____
of _____ as Surety,

firmly bound and held unto the State of Alaska in the penal sum of
Three Million Three Hundred Eighty Four Thousand Five Hundred and No/100---------- Dollars
($3,384,500.00----------) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the _____ of _____ A.D., 2014, for construction of the above-named project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall well and truly perform and complete all obligations and work under said contract and if the Principal shall reimburse upon demand of the Department of Transportation and Public Facilities any sums paid him which exceed the final payment determined to be due upon completion of the project, then these presents shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____, _____ this _____ day of _____ A.D., 20_____.

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: ( ) _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: ( ) _____

The offered bond has been checked for adequacy under the applicable statutes and regulations:

_____ _____

Alaska Department of Transportation & Public Facilities Authorized Representative **Date**

See Instructions on Reverse

INSTRUCTIONS

1. This form shall be used whenever a performance bond is required. There shall be no deviation from this form without approval from the Contracting Officer.

2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.

3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.

4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.

5. The bond shall be signed by authorized persons. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

MATERIAL ORIGIN CERTIFICATE

Federal-Aid Highway Contracts

Sterling Highway MP 173 to 174 Pavement Preservation
Project No. 0211(061)/56176
Sterling Highway MP 174 to 179 Pavement Preservation
Project No. 0211(059)/55260

By signing this Material Origin Certificate, the offeror certifies that all steel and iron products to be furnished under this project are manufactured in the United States and comply with Subsection 106-1.01, **Buy America Provision**, of the Contract Special Provisions, except for those items listed by the offeror below or on a separate and clearly identified attachment.[1]

PRODUCT[2]	COUNTRY OF ORIGIN	COST[3]

THE FOLLOWING ITEMS ARE CONSIDERED TO BE MANUFACTURING PROCESSES[4]:

a. Modifying the chemical content.
b. Initial rolling into plates, shapes, rods, and bars. Structural steel completed at this point.
c. Rolling into sheets, corrugating, and rolling into culverts, guardrail, etc.
d. Processing and drawing into wire, spinning wire into cable or strand, forming wire fabric, fencing, etc.
e. The action of coating iron or steel. Coating includes epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of the product.

Contractor

Signature of Contractor's Representative

Date

1. The Contractor may amend this certificate after award only by a signed statement and only up to the limit specified in the contract.
2. Enter "NONE" on the first line if there are no exceptions.
3. Invoice cost as delivered to the project including freight.
4. There is a Nationwide waiver to Buy America for pig iron and processed, pelletized and reduced iron ore.

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

EEO-1 CERTIFICATION

Federal-Aid Contracts

Sterling Highway MP 173 to 174 Pavement Preservation
Project No. 0211(061)/56176
Sterling Highway MP 174 to 179 Pavement Preservation
Project No. 0211(059)/55260

This certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7 (b) (1)] and must be completed by the successful Bidder and each proposed Subcontractor participating in this contract.

PLEASE CHECK APPROPRIATE BOXES

The [ ]Bidder [ ] Proposed Subcontractor hereby CERTIFIES:

PART A. Bidders and proposed Subcontractors with 50 or more year-round employees and a federal contract amounting to $50,000 or more are required to submit one federal Standard Report Form 100 during each year that the two conditions exist (50 employees and a $50,000 federal contract).

The company named below (Part C) is exempt from the requirements of submitting the Standard Report Form 100 this year.

[ ] NO (go to PART B) [ ] YES (go to PART C)

Instructions and blank Standard Report Form 100's may be obtained from a local U.S. Department of Labor office, or by writing to:

The Joint Reporting Committee
P.O. Box 779
Norfolk, Virginia 23501

Telephone number: (757) 461-1213

PART B. The company named below has submitted the Standard Report Form 100 this year.

[ ] NO [ ] YES

Note: Bidders and proposed Subcontractors who have not filed the required Standard Report Form 100 and are not exempt from filing requirements will not be awarded this contract or subcontract until Form 100 has been filed for the current year ending June 30.

PART C.

Signature of Authorized Company Representative	**Title**
Company Name	**Company Address (Street or PO Box, City, State, Zip)**
Date	( ) **Phone Number**

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

DOT&PF TRAINING PROGRAM REQUEST

Federal-Aid Contracts

Sterling Highway MP 173 to 174 Pavement Preservation
Project No. 0211(061)/56176
Sterling Highway MP 174 to 179 Pavement Preservation
Project No. 0211(059)/55260

Project Hours:

Section 645, entitled "Training Program" in the Special Provisions, specifies the number of minorities and/or woman to be trained and the number of hours of training provided under the term of this contract. Contractors desiring to use DOT&PF OJT approved training program(s) (instead of those approved by USDOL/OA) must:

- Complete Sections 1(A) through 5; use additional sheets, if necessary and reference appropriately
- Must provide training in skilled construction trades
- Contractors complete OJT form
- Contractors are encouraged to contact the DOT&PF Civil Rights Office for assistance with developing approvable training programs prior to bid opening

Section 1: Contractor Information

Contractor Name:_____ Contact Person:_____

Telephone #_____ E-mail _____

Section 1A: Trainee Minimum Qualifications

Minimum Starting Age: _____

High School Diploma Yes ☐ No ☐

Other Level of Education and/or Experience:

_____
_____
_____
_____
_____
_____

Section 2: Job Classification Information

Job Classification (Title):_____

REQUIRED SKILLS FOR POSITION	STARTING CAPABILITY DATE MEASURED
1. JOB SKILL NEEDED	NOT SKILLED: ☐ SOME SKILL: ☐ SKILLED: ☐
2. JOB SKILL NEEDED	NOT SKILLED: ☐ SOME SKILL: ☐ SKILLED: ☐
3. JOB SKILL NEEDED	NOT SKILLED: ☐ SOME SKILL: ☐ SKILLED: ☐
4. JOB SKILL NEEDED	NOT SKILLED: ☐ SOME SKILL: ☐ SKILLED: ☐
5. JOB SKILL NEEDED	NOT SKILLED: ☐ SOME SKILL: ☐ SKILLED: ☐

*ATTACH JOB DESCRIPTION

Section 3: Employer Training Information

Complete the training outline and estimated time for each skill.

TRAINING TO BE PROVIDED	ESTIMATED TRAINING HOURS	END CAPABILITY DATE MEASURED
1. SKILL TO BE ACQUIRED	ESTIMATED TRAINING HOURS	BEGINNING: ☐ INTERMEDIATE: ☐ SKILLED: ☐
2. SKILL TO BE ACQUIRED	ESTIMATED TRAINING HOURS	BEGINNING: ☐ INTERMEDIATE: ☐ SKILLED: ☐
3. SKILL TO BE ACQUIRED	ESTIMATED TRAINING HOURS	BEGINNING: ☐ INTERMEDIATE: ☐ SKILLED: ☐
4. SKILL TO BE ACQUIRED	ESTIMATED TRAINING HOURS	BEGINNING: ☐ INTERMEDIATE: ☐ SKILLED: ☐
5. SKILL TO BE ACQUIRED	ESTIMATED TRAINING HOURS	BEGINNING: ☐ INTERMEDIATE: ☐ SKILLED: ☐
LIST EQUIPMENT AND TOOLS NEEDED FOR TRAINING RELATED TO THE POSITION:		

Section 4: Third-Party Related Instruction

Complete the training outline and estimated time for each skill.

SKILLS TO BE LEARNED:	ESTIMATED TRAINING HOURS	END CAPABILITY DATE MEASURED
1. SKILL TO BE LEARNED	ESTIMATED TRAINING HOURS	BEGINNING: ☐ INTERMEDIATE: ☐ SKILLED: ☐
2. SKILL TO BE LEARNED	ESTIMATED TRAINING HOURS	BEGINNING: ☐ INTERMEDIATE: ☐ SKILLED: ☐
3. SKILL TO BE LEARNED	ESTIMATED TRAINING HOURS	BEGINNING: ☐ INTERMEDIATE: ☐ SKILLED: ☐
4. SKILL TO BE LEARNED	ESTIMATED TRAINING HOURS	BEGINNING: ☐ INTERMEDIATE: ☐ SKILLED: ☐
5. SKILL TO BE LEARNED	ESTIMATED TRAINING HOURS	BEGINNING: ☐ INTERMEDIATE: ☐ SKILLED: ☐
LIST EQUIPMENT AND TOOLS NEEDED FOR TRAINING RELATED TO THE POSITION:		

Section 5: Required Certifications for the Position
The Contractor shall actively assist the Trainee with getting certification(s) in order to gain marketable skills.

OSHA 10 ☐ **CPR/First Aid/AED** ☐ **Fork Lift** ☐

Fitness Card ☐ **CDL A** ☐ **Fast Track CDL** ☐

Department of Labor National Career Readiness Certificate (*where feasible*) ☐

Other Certificates Provided by Employer: _____
** Contractor will provide copies of the certifications received no later than the completion of project to the Civil Rights Office.*

Section 6: OJT Wages
Trainee Wages shall be paid prevailing Davis-Bacon fringes, plus the following during their training (See Section 645 wage requirements).

1st Half: $_____ = _____ % journey scale

3rd Quarter: $_____ = _____ % journey scale

4th Quarter: $_____ = _____ % journey scale

This OJT Training Program has been developed and approval is hereby requested for use on the above referenced project.

_____ _____
Signature of Authorized Company Representative **Title**

_____ _____ _____
Phone **E-mail** **Date**

Approved ☐ Disapproved ☐

Remarks: _____

_____

_____

_____

_____ _____

ADOT&PF Civil Rights Office OJT Coordinator **Date**

Section 7: Contractor Responsibility

1. It is the responsibility of the Contractor to provide each Trainee with a copy of the OJT Training Program, Job Description and Training Timeline prior to the start of the project.
2. Each Trainee will be reviewed upon completion of each section of training. The review shall be in writing and indicate the number of hours of training received.
3. The Trainee shall participate in the review, sign and receive a copy of the review.
4. The close out evaluation should indicate capability level reached.
5. The area in which the Trainee did not advance in level from its initial starting capability, the Contractor will attach documentation as part of the close out evaluation which explains the reason(s) a higher capability was not reached.
6. If the Contractor fails to comply with their OJT approved training program the ADOT&PF will enforce the measures outlined in the Spec 645-5.01

Section 8: DOT & PF Civil Rights Office (CRO) Monitoring

1. The CRO will conduct an on-site visit to assess the OJT Training program at the project hour's half-way mark when feasible.
2. The CRO will coordinate the on-site with the Project Engineer

Section 9: Trainee Assistance

1. On a case-by-case basis the CRO may be able to assist with partial funding for the Trainee to receive certification(s).
2. The CRO upon completion of the Trainee OJT Training Program will issue a "DOT&PF Civil Rights Office" Certificate of On-the-Job Completion for FHWA funded Projects" that will reflect completed hours.
3. The Trainee will go on a list that will be posted on the CRO website for Primes to solicit for future employment opportunities
4. The Trainee will be eligible for the OJT 50% Reimbursement Program not to exceed $500 dollars which administer through the CRO. The dollar amount may change due to FHWA grant monies received per fiscal year.

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

TRAINING UTILIZATION REPORT

Federal-Aid Highway Contracts

Sterling Highway MP 173 to 174 Pavement Preservation
Project No. 0211(061)/56176
Sterling Highway MP 174 to 179 Pavement Preservation
Project No. 0211(059)/55260

Training Program Special Provision, Section 645 specifies the number of minorities and/or women to be trained and the number of hours of training to be provided under this Contract; the Contractor may train non-minority males in compliance with Section 645, but only if documentation of good faith efforts has been submitted to, and approved by, the Engineer, prior to the employment of such non-minority male(s). Good faith efforts, at a minimum, must be as extensive as the recruitment efforts listed in the EEO Bid Conditions, 6b, 6c, 6d, 6e, 6i, 6j, and 6l (Form 25A-301).

The number of individuals to be trained under this Contract is _____.

The number of hours of training to be provided is _____.

This Training Special Provision is implements 23CFR 230, Subpart A, Appendix B. Contractors can use either training programs approved by the U.S. Department of Labor, Bureau of Apprenticeship & Training (USDOL/BAT), or training programs approved by ADOT&PF. The Contractor must complete this form indicating the type of training to be provided, the number of individuals to be trained in each trade or job classification, the number of hours of training to be provided,[3] and the anticipated training start date.

1. **To be completed by Contractors using USDOL/BAT Training Programs**: Indicate below the number of apprentices, total number of hours, type of training, and anticipated start dates for each craft selected:

APPROVED CRAFTS, CERTIFICATION NUMBERS AND JURISDICTIONAL AREAS

STATEWIDE JURISDICTION				SOUTH OF THE 63° PARALLEL			
Craft/Cert Number	**No. of Appr.**	**No. of Hrs.**	**Start Date**	**Craft/Cert Number**	**No. of Appr.**	**No. of Hrs.**	**Start Date**
Asbestos Worker #90032				Carpenter #74032			
Bricklayer #85040				Painter #72820			
Cement Mason & Plasterer #78533				Pipefitter #72586			
Electrician #81299				Plumber #83534 [1]			
Ironworker #76779				Sheetmetal Worker #74072			
Op. Engineer #X90349				Other #			
Roofer #X90317				**NORTH OF THE 63° PARALLEL**			
Piledriver [2] (3/30/75)				Carpenter #47990			
Camp Culinary [2] (4/25/74)				Painter #77750			
Laborer #XAK92T017				Fitter/Plumber #75055			
Other # _____				Sheetmetal #76781			
Other # _____				Other # _____			
				Other # _____			

1. Juneau Jurisdictional area is #83534 and Anchorage area is #72586.
2. U.S. DOL does not assign Certification numbers to these training programs. Only approval dates.
3. The total number of hours of training should equal the hours of training required under Section 645.

2. **To be completed by Contractors using ADOT&PF training programs:** Indicate below the type of training, number of trainees, number of hours of training (500 hours per trainee), and anticipated start dates.

Job Classification	No. Trainees	Total No. Hrs.	Anticipated Start Date(s)

3. **To be completed by all Contractors** as part of the Contractor's EEO affirmative action program, the Contractor certifies that all training will be provided by the Contractor as stated in items 1 **OR** 2 above, in accordance with Training Program Special Provision, Section 645.

Company Name	Company Address
Point of Contact	Phone Number
Signature of Authorized Company Representative	Date

To be completed by the ADOT&PF OJT Coordinator prior to contract award:

Training Program(s) approved for this Project and Date Approved:

Signature of ADOT&PF OJT Coordinator	Date

103-1.06 INSURANCE REQUIREMENTS. The Contractor shall provide evidence of insurance with an insurance carrier or carriers satisfactory to the Department covering injury to persons and property suffered by the State of Alaska or by a third party as a result of operations under this contract by the Contractor or by any subcontractor. The Contractor's insurance shall provide protection against injuries to all employees of the Contractor and the employees of any subcontractor engaged in work under this Contract. All insurance policies shall be issued by insurers that (i) are permitted to transact the business of insurance in the State of Alaska under AS 21 and (ii) have a financial rating acceptable to the Department. The Contractor shall notify the Engineer, in writing, at least 30 days before cancellation of any coverage or reduction in any limits of liability.

Where specific limits and coverages are shown, it is understood that they shall be the minimum acceptable. The requirements of this subsection shall not limit the Contractor's indemnity responsibility under Subsection 107-1.13. Additional insurance requirements specific to this contract are contained in the Special Provisions, when applicable.

The Contractor shall maintain the following policies of insurance with the specified minimum coverages and limits in force at all times during the performance of the Contract:

1. Workers' Compensation: as required by AS 23.30.045, for all employees of the Contractor engaged in work under this Contract. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who performs work under this Contract. The coverage shall include:

    a. Waiver of subrogation against the state;

    b. Employer's Liability Protection at $500,000 each accident/each employee and $500,000 policy limit;

    c. "Other States" endorsement if the Contractor directly utilizes labor outside of the State of Alaska;

    d. United States Longshore and Harbor Workers' Act Endorsement, whenever the work involves activity over or about navigable water; and

    e. Maritime Employer's Liability (Jones Act) Endorsement with a minimum limit of $1,000,000, whenever the work involves activity from or on a vessel on navigable water.

2. Commercial General Liability: on an occurrence policy form covering all operations with combined single limits not less than:

    a. $1,000,000 Each Occurrence;

    b. $1,000,000 Personal Injury;

    c. $2,000,000 General Aggregate; and

    d. $2,000,000 Products-Completed Operations Aggregate.

3. Automobile Liability: covering all vehicles used in Contract work, with combined single limits not less than $1,000,000 each occurrence.

4. Umbrella Coverage: for Contract amounts over $5,000,000 not less than $5,000,000 umbrella or excess liability. Umbrella or excess policy shall include products liability completed operations coverage and may be subject to $5,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

The State of Alaska shall be named as an additional insured on policies required by paragraphs 2 thru 4 above. All of the above insurance coverages shall be considered to be primary and noncontributory to any other insurance carried by the State of Alaska, whether through self-insurance or otherwise.

In any contract or agreement with subcontractors performing work, the Contractor shall require that all indemnities and waivers of subrogation it obtains, and any stipulation to be named as an additional insured it obtains, shall also be extended to waive rights of subrogation against the State of Alaska and to add the State of Alaska as an additional named indemnitee and as an additional insured.

The apparent low bidder shall furnish evidence of insurance to the Department before award of the Contract. The evidence shall be issued to the Department and shall be either a certificate of insurance or the policy declaration page with all required endorsements attached and must:

1. Denote the type, amount, and class of operations covered;
2. Show the effective (and retroactive) dates of the policy;
3. Show the expiration date of the policy;
4. Include all required endorsements;
5. Be executed by the carrier's representative; and
6. If a certificate of insurance, include the following statement:

"This is to certify that the policies described herein comply with all aspects of the insurance requirements of (Project Name and Number). The insurance carrier agrees that it shall notify the Engineer, in writing, at least 30 days before cancellation of any coverage or reduction in any limits of liability."

The Department's acceptance of deficient evidence of insurance does not constitute a waiver of Contract requirements.

Failure to maintain the specified insurance or to provide substitute insurance if an insurance carrier becomes insolvent, is placed in receivership, declares bankruptcy, or cancels a policy may be grounds for withholding Contract payments until substitute insurance is obtained, and may, in the Department's discretion, be sufficient grounds for declaring the Contractor in default.