
**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.

**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.

STATEWIDE SPECIAL PROVISION
HSP20-2 Replaces SSP- 39

11/30/20

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		
Item Number	Item Description	Unit
645.0001.____	Training Program, ____ Trainees/Apprentices	LH

**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
HSP20-3 Replaces SSP-10**

11/30/20

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. Compete 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		
Item Number	Item Description	Unit
652.0001._____	Interim Work Price Adjustment	CS

**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".

STATEWIDE SPECIAL PROVISION
HSP20-4**11/30/20**

Use when a Fuel Tank is included in the project.

Add new Section 681:

SECTION 681
FUEL TANK

681-1.01 DESCRIPTION. This item consists of furnishing and installing a protected aboveground motor vehicle fuel or heating oil tank complete with fuel and accessories as specified. Prepare for Department use, an Environmental Protection Agency (EPA) approved Spill Prevention, Control and Countermeasure Plan (SPCC plan).

MATERIALS

681-2.01 TANK. Provide skid-mounted, doublewall, aboveground steel tank. The tank shall be of the type and capacity shown in the bid schedule. Equip tank with accessories as shown on the Plans and as follows:

1. Overfill Alarm. Provide a mechanical, audible overfill alarm, Ventalarm Signal as manufactured by Scully Signal Company, 70 Industrial Way, Wilmington, MA 01887 or approved equal.
2. Automatic Shut-Off Device. Provide a positive closing, mechanical, automatic shut-off device. Clay & Bailey model F-30 as manufactured by Clay and Bailey Manufacturing Co., 6401 East 40th Street, Kansas City, MO 64129 or approved equal.
3. Tank-Mounted Mechanical Fuel Gauge. Provide mechanical gauge with 12-hour clock face in feet and inches readout, activated by a stainless steel float connected to a stainless steel cable. Morrison Model 818 as manufactured by Morrison Bros. Co., P.O. Box 238, Dubuque, Iowa 52004 or approved equal.
4. Openings. Provide the following threaded openings and accessories on tank top:
 - a. One 2-inch Interstitial Monitoring with plug
 - b. One 2-inch Normal Vent with screen
 - c. One 2-inch Product fill opening with locking cap
 - d. One 2-inch Product pump opening with plug
 - e. One 2 to 4-inch Liquid level gauge
 - f. One 4 to 8-inch Emergency vent with plug, primary tank
 - g. One 4 to 8-inch Emergency vent with plug, secondary tank
 - h. No Drain Opening at bottom
5. Exterior Coating. Abrasive blast the exterior surface of the outer tank according to SSPC-SP 6. Coat the exterior surface with 8 mils total thickness of epoxy paint base and urethane paint finish.

6. UL Labeling. Heating oil tanks shall be manufactured and labeled according to UL 142. Motor vehicle fuel tanks shall be manufactured and labeled according to UL 142 and UL 2085.
7. Insulation. For motor vehicle fuel tanks install 3-inch thickness of insulation according to ASTM C332 and ASTM C495.

When a motor vehicle fuel-dispensing tank is specified, it shall meet or exceed the requirements of UL 2085, Underwriters Laboratories Standard for Safety for Protected Aboveground Tanks for Flammable and Combustible Liquids. Equip with a threaded opening for the specified fuel pump.

Tanks larger than 2,500 gallons require additional openings and accessories for UL rating.

681-2.02 MANUAL DISPENSING SYSTEM. Provide a double-action pump, equipped with detachable, self-venting bung adapter, set screws and strainer screen. Provide a dispensing system that is not gravity fed. The pump shall have 16 feet of ¾-inch diameter arctic service fuel hose with shut-off nozzle and deliver a minimum of 20 gallons/100 strokes. The pump supplied shall be a Gasboy, Model 1720, or approved equal.

681-2.03 ELECTRIC DISPENSING SYSTEM. Provide an electric suction or submerged turbine pump with a delivery rate up to 18 gpm, 3-wheel, meter-register with reset and non-resettable 6 digit master totalizer in a cabinet, anti-siphon valve with internal pressure relief, gate valve, canister style fuel filter, flow meter, 20 ft arctic service fuel hose with swivel and breakaway coupling, hose retractor, OPW 11-A automatic nozzle with lockable nozzle holder, explosion proof pump activation switch, emergency pump shutoff switch mounted on the SRE building, warning signs, and BC fire extinguisher per International Fire Code (IFC) chapter 2201 – 2206.

681-2.04 FUEL. No. 1 diesel or No. 1 heating oil, depending on tank use.

CONSTRUCTION REQUIREMENTS

681-3.01 INSTALLATION. Install according to the International Fire Code (IFC) chapters 22 and 34 for the type of tank specified. Mount and secure the tank on the skid base. Install dispensing system to include all fittings and hose. Install wiring of the pump and emergency shut off according to National Fire Protection Association (NFPA) 30 and the current edition of the National Electrical Code (NEC) for hazardous locations. Place tank at the location shown on the Plans, or as directed. Set automatic shut-off device to 90 percent capacity. Fill to 90 percent capacity with specified fuel.

681-3.02 SPILL PREVENTION, CONTROL AND COUNTERMEASURE PLAN (SPCC). Provide for Department use after tank installation, an EPA approved SPCC plan for the motor vehicle fuel or heating oil tank, that is certified by a licensed professional engineer. (See <http://www.epa.gov/oilspill/lawsregs.htm> for SPCC plan requirements).

Comply with 40 CFR 112 and address the following issues in the SPCC Plan:

1. Operating procedures that prevent oil spills;
2. Control measures installed to prevent a spill from reaching navigable waters; and
3. Countermeasures to contain, clean up, and mitigate the effects of an oil spill.

The Contractor shall coordinate with the Department to identify oil spill response resources. The SPCC Plan shall take into account the Department's on-site equipment, oil spill containment material, cleanup material, and personnel; and shall make recommendations for future improvements in these areas.

Provide two (2) copies of the SPCC Plan; deliver one to the Engineer to be retained at the site and deliver the other to the Department's Statewide Safety Officer at 5300 E. Tudor Drive, Anchorage, AK, 99507.

681-4.01 METHOD OF MEASUREMENT. See Subsection 109-1.02 and the following:

1. Lump Sum. No measurement of quantities will be made.

2. Unit Prices. The quantity to be paid for will be the number of units installed, complete, in place, accepted, and ready for operation.

681-5.01 BASIS OF PAYMENT. At the contract unit price for the pay items listed below that appear in the bid schedule. Heating fuel distribution and delivery systems are measured and paid for under other Sections or by Special Provision.

Payment will be made under:

PAY ITEM		
Item Number	Item Description	Unit
681.0001.____	Heating Fuel Tank, _____ Gal	Each
681.0002.____	Fuel	Lump Sum
681.0003.____	Manual Dispensing System	Each
681.0004.____	Electric Dispensing System	Each
681.0005.____	Motor Vehicle Fuel-dispensing Tank, _____ Gal	Each
681.0006.____	Spill Prevention Control and Countermeasure Plan	Lump Sum