

SPECIFICATIONS – JOB SPECIFIC

SPECIFICATIONS - JOB SPECIFIC

TABLE OF CONTENTS

<u>Code</u>	<u>Title</u>	<u>Page</u>
108.03	Prosecution and Progress	JS-
108.1000	Prosecution and Progress	JS-
212.1000	Maintenance and Cleaning of Erosion and Pollution Controls	JS-
905.1000	Sidewalks	JS-
907.1000	Dust Control	JS-
937.1000	Maintenance and Movement of Traffic Protection Devices	JS-
938.1000	Price Adjustments	JS-
943.0200	On-the Job-Training	JS-
L.02.1000	Seeding	JS-
L.03.1000	Sodding	JS-
L.06.1000	Planting	JS-
L.07.1000	Extended Establishment Period	JS-
T.13.1000	Traffic Detectors and Relays	JS-

108.03

PROSECUTION AND PROGRESS

In accordance with **Section 108.03; Prosecution and Progress, Para. a.1., General Requirements – Project Schedule Program**, the Schedule Level for this contract is Schedule Level **X**.

Replace **Subsection 108.03; Prosecution and Progress, Para. a.2., General Requirements – Software** with the following:

2. Software

The software used to generate the CPM Schedule shall be Primavera P6. The version shall be Version 7 or 8. The Contractor shall purchase and maintain a valid software maintenance agreement for each license of software necessary to produce and maintain the Project Schedules. Unless specified elsewhere in the Contract Documents, the Contractor shall comply with the terminology defined by the Primavera Project Management Manual.

108.1000

PROSECUTION AND PROGRESS

In accordance with **Section 108.08, Failure to Complete on Time, Para. a., Phased and Interim Completion** the following defines the Phase and Interim Completion Dates and Associated Liquidated Damages:

1. Phase 1 Completion: *<Phase 1 Completion Date>*

All work shall be completed for the *<Phase 1 of Project>*. Completion will be the point at which all work within the phase is complete such that it can be safely and effectively used by the public and when the following criteria are realized: *<Job-Specific Criteria>*

Liquidated Damages: \$_____ per calendar day.

2. Phase 2 Completion: *<Phase 2 Completion Date>*

All work shall be completed for the *<Phase 2 of Project>*. Completion will be the point at which all work within the phase is complete such that it can be safely and effectively used by the public and when the following criteria are realized: *<Job-Specific Criteria>*

Liquidated Damages: \$_____ per calendar day.

3. Substantial Completion: *<Substantial Completion Date>*

All Contract work shall be completed, as defined by **Section 101.71**.

Liquidated Damages: \$_____ per calendar day.

212.1000

MAINTENANCE AND CLEANING OF EROSION AND POLLUTION CONTROLS

DESCRIPTION. Subsection 212.03.3; Failure to Maintain Erosion and Pollution Controls, of the Standard Specifications requires that a daily charge be deducted from monies due the Contractor in the event the Engineer decides that erosion and pollution controls are not in place or have not been adequately maintained.

The charge for this Contract will be \$ _____ per day.

905.1000

SIDEWALKS

DESCRIPTION: Subsection 905.03.1(a) - Failure to Comply, In the event the Engineer determines that new sidewalks have not been constructed within the seven consecutive calendar days required by **Subsection 905.03.1(a)** of these Specifications, a daily charge will be deducted from monies due the Contractor.

The charge for this Contract will be \$_____ per day, for each day that the Contractor is not in compliance with **Subsection 905.03.1(a)** of these Specifications.

907.1000

DUST CONTROL

DESCRIPTION. Subsection 907.05.3; **Failure to Comply**, of the Standard Specifications requires that a daily charge be deducted from monies due the Contractor in the event the Engineer decides that dust has not been adequately controlled.

The charge for this Contract will be \$_____ per day.

SAMPLE

937.1000

MAINTENANCE AND MOVEMENT OF TRAFFIC PROTECTIVE DEVICES

DESCRIPTION. Subsection 937.05.2; **Failure to Comply**, of the Standard Specifications, requires that daily charges be deducted from monies due the Contractor for failure to satisfactorily maintain traffic control devices or to remove and relocate traffic control devices in accordance with the provisions of the contract.

a. Maintenance. If, in the judgment of the Engineer, the Contractor fails to adequately and safely maintain traffic control devices along any portion of the project, a charge will be assessed for each day the Contractor is determined to be in noncompliance.

The charge for this Contract will be \$ _____ per day.

b. Movement. If the Contractor fails to remove and/or relocate traffic control devices for compliance with the traffic-related work restrictions included in the Transportation Management Plan or to otherwise meet changes in traffic conditions, construction operations, or other conditions affecting the safety and/or mobility of the traveling public, a charge will be assessed for each day the Contractor is determined to be in noncompliance.

The charge for this Contract will be \$ _____ per day.

938.1000

PRICE ADJUSTMENTS

DESCRIPTION.

a. Liquid Asphalt Cement. The Base Price of Liquid Asphalt Cement as required to implement **Subsection 938.03.1** of the Standard Specifications is \$_____ per ton.

b. Diesel Fuel. The Base Price of Diesel Fuel as required to implement **Subsection 938.03.2** of the Standard Specifications is \$_____ per gallon.

c. Steel. The Base Price of Steel as required to implement **Subsection 938.03.3** of the Standard Specifications is:

Structural Steel \$_____ per pound;

Reinforcing Steel \$_____ per pound;

Stainless Steel \$_____ per pound.

CODE 943.0200

ON-THE-JOB TRAINING

This On-the-Job Training Specification conforms to the requirements of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity and affirmative action programs, training shall be provided as follows:

- A. The contractor shall provide on-the-job training aimed at developing full journey worker status in the type of trade or job classification involved.
- B. The number of training hours assigned to this contract per this specification will be xxx hours. The specific number of trainees shall be determined by the Contractor during the post qualification process.
- C. In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements of this specification. The contractor shall also insure that this specification is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.
- D. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journey workers in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to RIDOT for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work that is currently enrolled or becomes enrolled in an approved program, and will be reimbursed for such trainees as provided hereinafter.

GOOD FAITH EFFORTS

Training and upgrading of minorities and women toward journey worker status is a primary objective of this Specification. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Specification. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journey worker status, or in which he/she has been employed as a journey worker. The contractor may satisfy this requirement by including appropriate questions in

the employee application, or by other suitable means. Regardless of the method used, the contractor's records shall document the findings in each case.

ACCEPTABLE TRAINING

The minimum length and type of training for each classification shall be as established in the training program selected by the contractor and approved by RIDOT and the Federal Highway Administration. RIDOT and the Federal Highway Administration will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the trainee(s) for journey worker status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with the Rhode Island apprenticeship agency recognized by the Bureau, and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, and Bureau of Apprenticeship are acceptable for the purposes of this specification.

Training will be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from RIDOT prior to commencing work on the classification covered by the program. It is the intention of this specification that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification will be permitted provided that significant and meaningful training is provided and is approved by the division office of the FHWA. 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.

REIMBURSEMENT

Except as otherwise noted below, the contractor will be reimbursed at a rate of \$6.00 per hour of training provided to each trainee in accordance with an approved training program. This reimbursement will be made even if the contractor receives additional training program funds from other sources, provided such other does not specifically prohibit the contractor from receiving other reimbursement.

Reimbursement for offsite training will not be made to the contractor. However credit for offsite training will be granted if the contractor; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period, or the trainees are concurrently employed on another Federal-aid project.

No payment will be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journey worker, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Specification. It is normally expected that a trainee will begin training on the project as soon as feasible after start of work, utilizing the skill(s) involved, and remain on the project as long as training opportunities exist in the work classification or until the trainee

has completed the training program. It is not required that all trainees be employed as such for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Specification if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid the appropriate rates approved by the Departments of Labor or Transportation.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification covered by this Specification.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Specification.

CONTRACTORS' PROCEDURES

Pre-award:

- A. Before beginning any federal aid project, the Contractor must have his or her Affirmative Action Plan in place and on file with the Department of Administration/EEO Office.
- B. Prior to any award, the Contractor must submit to the Office of Business and Community Resources' (OBCR) OJT Compliance Officer for review and approval, a specific plan that includes the following: the RIDOT OJT ANNUAL Training PLAN, which includes a listing of all current projects (FAP and Non-FAP), Trainee Registration Form and the OJT Acknowledgment and Statement of Intent.
- C. The Contractor must either use a US or RI DOL approved program or an approved training program of a recognized labor organization or trades council.

Post-award:

- A. Proposed On-the-Job trainees are to be listed on the Trainee Registration enrollment form for each trainee to be employed and submitted to OBCR's OJT Compliance Officer for approval. Trainees may not begin training until the Trainee Plan is approved by RIDOT.
- B. The Contractor orients the training foreman, superintendent and the On-the-Job Training trainee(s) to their respective responsibilities in the program and provides copies of the training guidelines for the training job classification being used.

- C. The Contractor shall provide a certified payroll weekly to the Resident Engineer. This payroll should distinguish clearly the trainee's training hours from regular hours worked for each On-the-Job trainee.
- D. The Contractor will monitor and submit monthly reports (called Monthly Report) for all trainees in the program, for progress, any problems or training issues to the OJT Compliance Officer.
- E. The Contractor must notify the Resident Engineer and the OJT Compliance Officer verbally within 5 working days of any trainee termination or trainee resignations. The Contractor must also submit termination forms/documentation to the Resident Engineer and the OJT Compliance Officer within 10 working days after the termination. Subsequent to any trainee's termination or resignation, the OJT Compliance Officer will make a good faith effort determination (regarding the contractor's best efforts to replace the trainee as to whether this training position needs to be filled).
- F. Contractors who assign training position(s) to subcontractors must be sure the subcontractor has an approved On-The-Job Training Plan on file with the OBCR. The Prime Contractor shall retain the responsibility for full compliance with OJT training requirements of the project.
- G. The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.
- H. The contractor will provide for the maintenance of record and furnish periodic reports documenting his performance under this Specification.

L.02.1000

SEEDING

DESCRIPTION. Subsection L.02.03.7; Para. c, **Failure to Perform Care During Construction**, of the Standard Specifications requires that a daily charge be deducted from monies due the Contractor in the event the Engineer decides that the Care During Construction has not been adequately performed.

The charge for this Contract will be \$_____ per day.

SAMPLE

L.03.1000

SODDING

DESCRIPTION. Subsection L.03.03.10; Para. b; Failure to Perform Care During Construction, of the Standard Specifications requires that a daily charge be deducted from monies due the Contractor in the event the Engineer decides that the Care During Construction has not been adequately performed.

The charge for this Contract will be \$_____ per day.

SAMPLE

L.06.1000

PLANTING

DESCRIPTION. Subsection L.06.03.13; Para. a, Failure to Perform One-Year Establishment Period, of the Standard Specifications requires that a daily charge be deducted from monies due the Contractor in the event the Engineer decides that the One-Year Establishment Period has not been adequately performed.

The charge for this Contract will be \$_____ per day.

SAMPLE

L.07.1000

EXTENDED ESTABLISHMENT PERIOD

DESCRIPTION. Subsection L.07.03.10; **Failure to Perform Extended Establishment Period**, of the Standard Specifications requires that a daily charge be deducted from monies due the Contractor in the event the Engineer decides that the Extended Establishment Period has not been adequately performed.

The charge for this Contract will be \$_____ per day.

SAMPLE

T.13.1000

TRAFFIC DETECTORS AND RELAYS

DESCRIPTION. Subsection T.13.05.4; **Failure to Comply**, of the Standard Specifications requires that a daily charge be deducted from monies due the Contractor for failure to satisfactorily provide roadway approaches with loop protection within the required period of thirty (30) calendar days.

The charge for this Contract will be \$_____ per day.

SAMPLE