

DEPARTMENT OF TRANSPORTATION
GOVERNMENT OF THE DISTRICT OF COLUMBIA

TRAINING SPECIAL PROVISION AGREEMENT

CONTRACTOR:
SUBCONTRACTOR: (If applicable)

CONTRACT NO.
FAP NO.

The above named Contractor hereby agrees, in accordance with the Training Provisions of this contract to provide training in the work classification of **(Classification)** for **(Name and address of trainees)**,

Training will be provided strictly in accordance with the Training Program Outline for (name of classification) which is attached hereto and made a part of this Training Provision Agreement. The Training Program Outline is divided into several general phases. Each phase is further divided into several specifics with the minimum required training hours of each phase and specific indicated.

The training of each trainee will be predominately on-the-job. However, approved classroom type instruction may be conducted where feasible and practicable. The actual training will be under the supervision of an instructor-foreman, job superintendent or other appropriate on-site official of the Contractor whose responsibility will be to see that the trainee proceeds in an orderly course leading to completion of the training course program. The Project Training Coordinator will record weekly, at the minimum, the hours of training and in which of the specified areas the training has taken place for each trainee on the project. The on-going training records on each trainee will be kept at the project site and made available upon request to the Department of Transportation, Contract Compliance Division representative(s).

The Contractor will endeavor to keep the trainee employed throughout the training period. If, for continuity of training, the trainee is moved to another District of Columbia project, the Contractor is requested to immediately notify the Contract Compliance Division specialist on the project first by telephone and then by follow-up letter. If, for any reason it becomes necessary to release the trainee, the Contractor will pursue all available channels in attempting to place the trainee with another employer. Also, in the event that the trainee is released, the Contractor will submit, immediately, to the Chief of the Contract Compliance Division, a Trainee Termination Form complete with an explanation for the release and all other required information.

The trainee will work with a skilled mechanic to learn the fundamentals and basic skills of the work classification in which he/she is being trained. The training provided shall be such that it will provide the trainee with the skills necessary for his/her development as a qualified journeyman.

Any trainee provided from the Contractor's workforce who has already been receiving wages according to prescribed Davis-Bacon wage rate requirements, shall at no time during the course of training be paid less than the wage he/she was already receiving before signing this Training Special Provision Agreement. If, in the course of the training program, this percentage of the journeyman rate of payment is lower than the trainee's original wage rate of pay, the trainee will be paid whichever of the two is greater. If the aforementioned does not apply to the trainee and unless the trainee is an apprentice or trainee in an approved existing program, then the trainee will be paid in the following manner: the trainee will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in this 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. If the trainee is an apprentice or trainee in an approved existing program, the appropriate rate approved by the United States Departments of Labor or Transportation in connection with the existing program shall apply.

Each Monthly Trainee Reimbursement Voucher Report submission to the District of Columbia, Department of Transportation, Contract Compliance Division specialist must be accompanied by a xerox copy of the Training Program Outline on each trainee which reflects the hourly training in each of the specific areas of training to date.

The Contractor will be reimbursed in the amount in the unit price column of the Pay Item Schedule in the Bid Form and Proposal under this contract for each hour of training provided as specified in the Training Program Outline, attached and made a part of this Agreement.

If, in the judgment of the Contractor, the trainee becomes proficient enough to qualify as a journeyman in the work classification in which being trained, before the end of the prescribed training period, and the Contractor so employs the trainee, then the following applies: that the Contractor will receive full payment (as specified in the bid form submitted by the Contractor under this contract for the balance of hours in the training program), provided that the period of training given, plus the length of employment as a journeyman in the classification for which trained are equal to, or in excess of the training period set forth in the Training Program Outline, the Contractor will be paid as specified in the bid form submitted by the Contractor under this contract for each hour the trainee was trained and employed as a journeyman by the Contractor.

If less than the full training specified in the Training Program Outline is provided and the trainee is not employed by the Contractor as a journeyman in the classification for which training was provided, payment to the Contractor will be made as specified in the bid form submitted by the Contractor under this contract for each hour of training completed in an approved training program. However, no payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman is caused by the Contractor and evidence a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision.

The Contractor hereby designates (name of Supervisor) as the on-site Project Coordinator to perform whatever

duties become necessary during this training program, in addition to trainee supervision and hourly recordkeeping.

The Contractor shall provide the trainee with a certification showing the type and length of training satisfactorily completed.

The Contractor will maintain records and furnish periodic reports documenting the trainee's progress and performance under this Training Special Provision. These records will be made available for inspection and review by representatives of the Department of Transportation, Government of the District of Columbia, the United States Department of Transportation and the United States Department of Labor.

Section 1001 of Title 18 of the United States Code (Criminal Code and Criminal Procedure) shall apply to such statement as provided at 72 Stat. 967 (18 U.S.C. 1001) which, among other things, provides that whoever knowingly and willfully makes or uses a document or fraudulent statement of entry, in any matter within the jurisdiction of any Department or Agency of the United States, shall be fined not more than \$10,000.00 or imprisoned not more than five years, or both.

Officer of Contractor

Contractor

Address

Date

TRAINING CERTIFICATION

I, _____, hereby agree to follow and pursue the training program outlined in
(Signature of Trainee/Apprentice)

this Training Special Provision Agreement. I state that I will diligently apply myself to this course of training.

This Training Special Provision Agreement between (_____) and (_____)
Print Name of Trainee/Apprentice Name of Contractor
is hereby approved.

Manager, On-the-Job Training Program
Department of Transportation
Government of the District of Columbia
202/645-8620

Date

**INSTRUCTIONS FOR COMPLETING TRAINING PROGRAM
OUTLINE AND RECORD OF TRAINING**

1. This Training Program Outline and Record of Training Form will be kept and used on-site by the Training Project Coordinator to record, on a monthly basis, training provided by the Contractor for each employee.
2. This Training Program Outline and Record of Training Form will be photocopied, attached and submitted with the Monthly Trainee Reimbursement Voucher to the following: (1) DC Resident Engineer and (2) the Contract Compliance Division Chief, for check(s) against the Weekly Training Report submission.
3. The work classification in which training is provided, the trainee's name, address and social security number, the date training started and training time will be entered on the Form.
4. The Weekly Training Report will be used as the source of hours of training.
5. This Form, the Training Program Outline, will be maintained by the Contractor on a current basis on-site to accurately reflect training provided. It will be made available upon request to representatives of the Federal Highway Administration, DC Department of Transportation (Resident Engineer and Contract Compliance Division staff persons) and the DC Department of Transportation Supportive Services Consultants.
6. The training conducted must conform to the Training Program Outline.
7. The training program used by the Contractor must be one approved by the Departments of Labor or Transportation. If any other program is used it must be approved by the Contracting Officer and the Federal Highway Administration.
8. As each phase of training in the Training Program Outline is completed, the certifying officer for the Contractor (should be the Training Project Coordinator) will certify by signing in the "Certifying Officer" column and identify underneath his/her signature, same column, the Contractor's name (company).
9. In the event an employee, entering into a Training Special Provision Agreement, is considered by the Contractor to have previous experience or is qualified in certain phases of the Training Program Outline, the Contractor, with the approval of the Contracting Officer, may give the trainee credit for this qualification. This will be accomplished by entering on the appropriate line of "Record of Training Completed-Hours", the reason for granting credit for a particular phase of training. In this event, payment to the Contractor will not be made for hours of training granted to the trainee where actual training is not conducted.
10. If the Contractor responsible for training obtains an employee who has been given some previous training under the Training Special Provision Agreement or any other training program, either by this contractor or a previous employer, the Contractor hiring the employee may, upon evidence provided by the employee and upon approval of the Contracting Officer, give such employee credit for this previous training granted to the trainee where actual training is conducted.
11. When training is completed, or the trainee leaves the training program for any reason, the Contractor will immediately notify the Contract Compliance Division Chief by telephone with the immediate written follow-up submission of the Trainee Termination Record Form. One completed copy of the Trainee Termination Record, showing all training accomplished will be furnished to the trainee. One completed copy of the Trainee Termination Record will be forwarded immediately to the DC Department of Transportation, Office of Civil Rights, and one copy will be retained in each trainee's file. The Contractor will certify on all copies of the Form as to total hours of training completed. This certification will be signed by the Contractor and dated.
12. The trainee will be advised by the Contractor to maintain his/her copy as a valuable document showing the status of his/her training and qualification to receive the proper rate of pay should his/her training be resumed at a later date with the same or another employer.