

ECMS Highway Construction

Contract: 68066

J. Fletcher Creamer & Son, Inc. 

Hackensack

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tpaliwoda@jfcson.com

Prime Business Partner

Philadelphia County

SR 0, Section 08Q

Adopt-A-Rack Program (M)

Location

T065-119-L400

Federal Project

P-0680660708Q-0650-375-1

WBS Element

April 17, 2008

Bid Opening

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CONTRACT

Addendum issued subsequent to the printed proposal have been incorporated into the text of this contract and the modified portions are annotated in the contract - e.g., A1, A2 etc.

Incorporated Addenda are as follows:

Addendum No. 1, (A1), dated 03/13/2008

Addendum No. 2, (A2), dated 03/19/2008

Addendum No. 3, (A3), dated 04/02/2008

Addendum No. 4, (A4), dated 04/07/2008

THIS AGREEMENT, Made this **3** day of **July** A.D. **2008**, between the City of Philadelphia (Streets Department) of the Commonwealth of Pennsylvania, Philadelphia County, hereinafter called the Sponsor, and **J. Fletcher Creamer & Son, Inc.** his, hers, its or their executors, administrators, successors, or assigns, hereinafter called the Contractor.

WITNESSETH:

1. That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the Sponsor, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor in the improvement of a certain section of highway at the unit prices bid by said Contractor for the respective estimated quantities aggregating approximately the sum of **\$384,744.00** and such other items as are mentioned in the Contractor's original proposal, which proposal and prices named, together with Publication 408 - Specifications (as specified in the proposal) (except that the Sponsor shall be substituted for "Engineer", "Secretary", "Department" and "State Treasurer" name therein), are made a part of this contract and accepted as such, also the drawings of the project, prepared and/or approved by the Sponsor and/or the Pennsylvania Department of Transportation, which drawings are also agreed by each party as being a part hereof.

2. The location and description being situated as follows:

The description and location of the project is as follows: for the furnishing and installation of bicycle racks at various locations within the City of Philadelphia.

3. The Contractor further covenants and agrees that all work shall be performed in the best and most workmanlike manner. He also agrees that all materials furnished and labor performed shall be in strict and complete conformity, in every respect, with all parts of this contract and shall be subject to the inspection and acceptance of authorized representatives of the Sponsor and/or the Pennsylvania Department of Transportation. In the event that any portion of work (including materials supplied pursuant thereto) performed by the Contractor is rejected by the authorized representatives as defective, unsuitable, or unacceptable, the Contractor agrees to remove and replace all such rejected portions of work in conformance with this contract and to the satisfaction of and at no expense to the Sponsor and/or Pennsylvania Department of Transportation. The Contractor further covenants that prompt payment will be made in full for all labor and materials used in the performance of work on this project.

4. The Contractor covenants and agrees that all work (including, but not limited to, all labor performed and all materials supplied) on this project shall be performed and completed to the satisfaction of the Sponsor and/or the Pennsylvania Department of Transportation on or before the expiration date of **03/13/2009**. If, for any reason, except as provided in the contract, the Contractor fails to complete all work on this project to the satisfaction of the Engineer of the Sponsor within the aforementioned time allowed, the Sponsor shall deduct from any sums due or which may become due the Contractor

the amount indicated in the Specifications for each calendar day used in excess of the aforementioned number of days allowed, or, in case a completion date is fixed, for each calendar day elapsing between that completion date and the actual date of completion. If no sums are due the Contractor, the Contractor agrees to remit to the Sponsor the aforementioned sum for each day used in excess of the time allowed for completion of the contract. The amounts deducted or remitted under this paragraph are liquidated damages and not penalties.

5.The Contractor further covenants and warrants that the Contractor has had sufficient time to examine and has examined the site of the contract work to ascertain for itself those conditions such as may be determined by inspection, investigation, and inquiry, including the location, accessibility, and general character of the site.

6.The Contractor further covenants that he has not relied upon any information provided by the Sponsor and/or the Pennsylvania Department of Transportation, including information contained in the Special Provisions, concerning the time within which publicly or privately-owned facilities below, at or above the ground are expected to be installed, removed, repaired, replaced, and/or relocated; that he has not relied upon any information provided by the Department concerning the location or existence of all such facilities that might be below, at or above the ground; that he has contacted or will contact all owners of such facilities to verify the location and position of all such facilities and the time within which work on such facilities will be performed; and that he is aware delays might be incurred in the performance of work on this project as a result of work being performed or that will be performed on such facilities by their owners. It is understood further that, notwithstanding assistance of any kind and extent that might be provided by the Sponsor and/or the Pennsylvania Department of Transportation, the Contractor, in every instance, bears the ultimate responsibility of resolving all disputes of every kind with the owners of such facilities. The Contractor agrees to save and hold the Sponsor and/or the Pennsylvania Department of Transportation harmless from liability for all delays, interference and interruptions that might arise during the performance of work on this project as a result of work being or that will be performed on such publicly or privately-owned facilities.

7.The Contractor further covenants and warrants that he has read, is completely familiar with and understands thoroughly the Publication 408 Specifications (as specified in the proposal), the Special Provisions and/or Conditions, the Plans, and any other addenda or requirements, contained in the proposal governing the performance of work under this contract, whether attached hereto and made a part hereof, or incorporated herein by reference.

8.It is distinctly understood and agreed that the Contractor shall not do any work (including, but not limited to, the supply of labor and/or materials) not covered by the specifications and the contract, unless such work has been authorized in writing as provided in the Specifications. In no event shall the Contractor incur any liability by reason of refusing to obey any verbal directions or instructions that he might be given to perform additional or extra work. Likewise, the Sponsor will not be liable for any work performed as additional or extra work, unless such work is required of the Contractor in writing as provided in the Specifications. All such work which might have been performed by the Contractor without such written order first being given shall be at the Contractor's risk, cost, and expense, and the Contractor hereby covenants and agrees that, without such written order, he shall make no claim for compensation for such unauthorized work.

9.It is further distinctly agreed that the Contractor shall not assign this contract, nor any part thereof, nor any right to any sums to be paid him hereunder, nor shall any part of the work to be done or material furnished under this contract be sublet, without the prior consent in writing of the Sponsor.

10.It is also agreed and understood that the acceptance of the final payment by the Contractor shall be considered as a release in full of all claims against the Sponsor and/or the Pennsylvania Department of Transportation arising out of, or by reason of, the work done and materials furnished under this contract.

11.The Contractor shall accept, insofar as the work covered by the contract is concerned, the provisions of the Workmen's Compensation Act of 1915, and any supplements or amendments thereto, and shall insure his liability thereunder or file with the Department of Transportation a certificate of exemption from insurance from the Bureau of Workers' Compensation of the Department of Labor and Industry.

12.In order to secure proper and complete compliance with the terms and provisions of this contract, the Contractor shall

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provide a bond in a sum equal to one hundred percent (100%) of the total contract price of the work to be done. The Contractor shall also secure an additional bond in the same amount for the prompt payment in full for all labor and materials supplied in performing work on this project. Both bonds are attached to and made a part of this contract.

13. The Contractor hereby further agrees to receive and the Sponsor agrees to pay the prices set forth in the linked bid items as full compensation for furnishing all the materials and labor which may be required in the prosecution and completion of all work to be done under this contract, and in all respects to complete the contract to the satisfaction of the Sponsor.

14. Contractor is undertaking the work to be performed under the terms of this agreement covenants and agrees to comply with the required contract provisions set forth in F.A.R.-C.A., September 1975, issued by the United States Department of Transportation, Federal Highway Administration, and the Commonwealth Nondiscrimination Clause marked Exhibit A, and the Commonwealth Contractor Integrity Provisions marked Exhibit B which are attached to and made a part of this Agreement.

15. The Contractor certified in his, her, its or their bid submission to the disclosure of lobbying activities and, if applicable, completed the disclosure form and by said certification understands that Public Law 101121, Section 319.doc, prohibits federal funds from being expended by recipient or any lower tier sub-recipients of a federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, or the entering into of any cooperative agreement.

16. If federal funds are involved, the Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 - DATED OCTOBER 16, 2001 in the award and administration of United States Department of Transportation assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Pennsylvania Department of Transportation deems appropriate. Contractor must include this assurance in each subcontract that it signs with a subcontractor.

Contract Workflow Status

Status	Name	Disposition	Date/Time
Draft	Christina M Troutman/PennDOT	Award	06/02/2008 12:55 PM
Contractor Review	Bob Scheetz/PennDOT BP-001044-Chief Estimator	Sign	06/03/2008 10:01 AM
BOD CMD Review	Christina M Troutman/PennDOT	Accept	06/12/2008 11:32 AM
Municipality Review	Hugh Ortman/PennDOT BP-001771	Sign	07/03/2008 08:07 AM
Solicitor Review	Hope Caldwell/PennDOT BP-001771	Accept	07/03/2008 04:57 PM
CMD Execute	Christina M Troutman/PennDOT	Submit	07/09/2008 03:17 PM

Addenda

Addendum : 1

Description:

The description and location of the project is as follows: for the furnishing and installation of bicycle racks at various locations within the City of Philadelphia.

Estimated Project: \$550,600.00
Federal Project Status: PENNDOT Oversight Non-NHS
DBE: 0%
Structure Work: 0%
Wage Rates: Yes
Project Type: Municipal
State Type of Work: MISCELLANEOUS
Prequalification Required: Yes
Pre-Bid Meeting: None
Scheduled Let: 03/20/2008 11:00 AM
New Let: 04/17/2008 11:00 AM
Anticipated NTP: 06/12/2008
Required Completion: 12/18/2008
Let Date Move: The let date for this project has been moved and contains other changes which affect the project. Any submitted bid files have been deleted and can be re-submitted at the appropriate time.

Additional Information

None

Item and Quantity

The following revision has been made to the Design Item:

MODIFY the work class code for Item 9907-1130 Bicycle Rack to read 'J2'.

Special Provision

Add the following special provisions:

* G7015A a07015 CHANGES TO SPECIFICATIONS: SECTION 110

Other

The following revision has been made to the Project Specific Checklist Item:

DELETE the existing 'LIST A' and REPLACE with the new 'LIST A'.

Addendum : 2

Description:

The description and location of the project is as follows: for the furnishing and installation of bicycle racks at various locations within the City of Philadelphia.

Estimated Project: \$550,600.00
Federal Project Status: PENNDOT Oversight Non-NHS
DBE: 0%
Structure Work: 0%
Wage Rates: Yes
Project Type: Municipal
State Type of Work: MISCELLANEOUS
Prequalification Required: Yes
Pre-Bid Meeting: None
Scheduled Let: 04/17/2008 11:00 AM
New Let:
Anticipated NTP: 06/12/2008
Required Completion: 12/18/2008

Additional Information

None

Item and Quantity

REVISE THE FOLLOWING ITEM(S):
ITEM 9907-1130

Special Provision

None

Other

None

Addendum : 3

Description:

The description and location of the project is as follows: for the furnishing and installation of bicycle racks at various locations within the City of Philadelphia.

Estimated Project: \$550,600.00
Federal Project Status: PENNDOT Oversight Non-NHS
DBE: 0%
Structure Work: 0%
Wage Rates: Yes
Project Type: Municipal
State Type of Work: MISCELLANEOUS
Prequalification Required: Yes
Pre-Bid Meeting: None
Scheduled Let: 04/17/2008 11:00 AM
New Let:
Anticipated NTP: 06/12/2008
Required Completion: 03/13/2009

Additional Information

None

Item and Quantity

None

Special Provision

Revise(d) the following special provisions:

* Item 9904-1101 Maintenance and Protection of Traffic

DELETE THE FOLLOWING SPECIAL PROVISION(S):

G7011B - a07011CHANGES TO SPECIFICATIONS: SECTIONS 709,1001,1002, 1103, AND DSP7

G7013B - a07013 CHANGES TO SPECIFICATIONS: SECTIONS 108, 686, AND 1085

G7701B - a07701 CHANGES TO SPECIFICATIONS

G7702A - a07702 - CHANGES TO SPECIFICATIONS (SECTION 102.06(c))

G7704B - a07704 - CHANGES TO SPECIFICATIONS: SECTION 112.05

Other

The required completion date has been moved to March 13, 2009.

The following revision(s) have been made to the Proposal Attachments:

* DELETE the existing Federal Wage Rates and REPLACE them with the new Federal Wage Rates

* DELETE the existing Pre-Bid Construction Schedule and REPLACE with the new Pre-Bid Construction Schedule

Addendum : 4

Description:

The description and location of the project is as follows: for the furnishing and installation of bicycle racks at various locations within the City of Philadelphia.

Estimated Project: \$550,600.00
Federal Project Status: PENNDOT Oversight Non-NHS
DBE: 0%
Structure Work: 0%
Wage Rates: Yes
Project Type: Municipal
State Type of Work: MISCELLANEOUS
Prequalification Required: Yes
Pre-Bid Meeting: None
Scheduled Let: 04/17/2008 11:00 AM
New Let:
Anticipated NTP: 06/12/2008
Required Completion: 03/13/2009

Additional Information

None

Item and Quantity

None

Special Provision

MODIFY THE FOLLOWING SPECIAL PROVISION(S):
G101A - a00101 GOVERNING SPECIFICATIONS AND APPLICABLE DESIGNATED SPECIAL PROVISIONS

Other

ADD THE FOLLOWING ATTACHMENT(S):
Environmental Due Diligence (EDD) - Contractor
Environmental Due Diligence (EDD) - PennDOT

BID ITEMS

Item	Description	Quantity	Unit Price	Item Total	Addendum
9904-1001	Mobilization	1.000	\$4,000.00	\$4,000.00	
9904-1101	Maintenance and Protection of Traffic	1.000	\$5,244.00	\$5,244.00	
9907-1130	Bicycle Rack	1,502.000	\$250.00	\$375,500.00	2
Contract Total:				\$384,744.00	
Bid Total:				\$384,744.00	

SPECIAL PROVISIONS

G2A - a00002 PUBLIC BID OPENING LOCATION

Addendum : None

Associated Item(s): None

Header:
PUBLIC BID OPENING LOCATION

Provision Body:

The location of the public bid opening is the Commonwealth Keystone Building, 7th Floor, Contract Awards Room, 400 North Street, Harrisburg. Allow sufficient time before the bid opening to obtain a visitor pass on the 5th Floor and to be escorted to the 7th Floor Contract Awards Room.

G6C - a00006 PURCHASABLE ITEMS

Addendum : None

Associated Item(s): None

Header:
PURCHASABLE ITEMS

Provision Body:

Specifications or Standard Drawings listed or referred in this proposal are available for purchase upon request from the PENNDOT Sales Store, 5th Floor, Commonwealth Keystone Building, 400 North Street, P.O. Box 2730, Harrisburg, PA 17120 (Telephone 717-787-5968).

Specifications can be viewed on PENNDOT's homepage <http://www.dot.state.pa.us> by selecting "Design & Construction - Construction - Construction Specifications".

00 - a00007 PURCHASABLE ITEMS (CITY OF PHILADELPHIA STANDARDS)

Addendum : None

Associated Item(s): None

Header:
PURCHASABLE ITEMS (CITY OF PHILADELPHIA STANDARDS)

Provision Body:

LIST ITEMS AVAILABLE FROM CITY THAT ARE NEEDED FOR PROJECT

Philadelphia Streets Department 1997 Standard Construction Items. This publication can be purchased for \$15 from the City of Philadelphia Streets Department, Room 940 Municipal Services Building, 15th & John F. Kennedy Blvd., Philadelphia, PA 19102.

Philadelphia Water Department 1985 Standard Details for Sewers and Philadelphia Water Department 1985 Standard Details for Water Mains. These publications can be purchased from the City of Philadelphia Water Department, ARAMark Tower, 1101 Market Street, Philadelphia, PA 19107-2994.

G101A - a00101 GOVERNING SPECIFICATIONS AND APPLICABLE DESIGNATED SPECIAL PROVISIONS

Addendum : 4

Associated Item(s): None

Header:

GOVERNING SPECIFICATIONS AND APPLICABLE DESIGNATED SPECIAL PROVISIONS

Provision Body:

I. GOVERNING SPECIFICATIONS. This bid proposal is made under, subject to, and governed by:

Specifications 408/2007, **Change No.2, and effective date of April 2, 2008** of the Pennsylvania Department of Transportation. Within these Specifications where dual measurement and tabular options are presented **English** standards apply.

II. APPLICABLE DESIGNATED SPECIAL PROVISIONS. The following Designated Special Provisions are found in Appendix C to the above Governing Specifications. Those that apply to this bid proposal are preceded with a check (i.e., "**X**"). Goals, minimum levels of participation, or other project specific requirements associated with these documents are also established where applicable:

DSP1. Offset Provision for Commonwealth Contracts.

DSP2. Contractor Responsibility Provisions.

DSP3. Provisions for Commonwealth Contracts Concerning the Americans with Disabilities Act.

DSP4. Minority Business and Women Business Enterprise Participation Requirements. This is used on 100% State projects requiring Prequalification. The minimum levels of participation for this project are:

MBE ; WBE

(fill in)% (fill in)%

DSP5. Minority Business and Women Business Enterprise Program. This is used only on 100% State projects over \$100,000 requiring Prequalification and where DSP4 does not apply.

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DSP6. Minority Business and Women Business Enterprise Utilization Requirements. This is used on State projects without Prequalification requirements. Minimum participation levels of 5% for MBE and 3% for WBE of the dollar amount of the bid have been established for this project.

DSP7. Disadvantaged Business Enterprise Requirements. This is used on Federal - aid projects only. In conjunction with this contract a goal of 0% of the original contract amount has been established.

DSP8. F.A.R. - Required Contract Provisions Federal - Aid Construction Projects - March 10, 1994.

DSP9. Special Supplement - Anti-Pollution Measures - August 26, 1999.

DSP10. Nondiscrimination/Sexual Harassment Clause.

DSP11. Contractor Integrity Provisions.

DSP12. Executive Order 11246, with Appendix A and B.

00 - a00105 Governing Specifications

Addendum : None

Associated Item(s): None

Header:

GOVERNING SPECIFICATIONS

Provision Body:

THE CONTRACTOR IS INFORMED THAT ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PHILADELPHIA STREETS DEPARTMENT STANDARD SPECIFICATIONS (1997) UNLESS MODIFIED BY THE SPECIAL PROVISIONS WHICH FOLLOW. WHERE NO SPECIAL PROVISIONS ARE INCLUDED IN THIS PROPOSAL, THE CITY OF PHILADELPHIA STREETS DEPARTMENT STANDARD SPECIFICATIONS (1997) SHALL BE USED.

Wherever any conflict occurs between either the Standard Contract Requirements For ECMS Bids (June 28, 2007) (SEE ATTACHMENT) or the City of Philadelphia Streets Department Standard Specifications (1997) and any of the applicable sections of PennDOT Publication 408, the requirements of the City of Philadelphia shall govern except as otherwise noted in the proposal or unless in direct conflict with Federal or State Law.

00 - a00110 CITY OF PHILADELPHIA SPECIAL PROVISIONS

Addendum : None

Associated Item(s): None

Header:

CITY OF PHILADELPHIA SPECIAL PROVISIONS

Provision Body:UTILITIES AND OTHER SUBSURFACE STRUCTURES [PH902290]**A. General**

Attention is directed to Paragraph 68 of the Standard Contract Requirements.

The Contractor shall exercise particular care when operating equipment over existing underground facilities within the working area. He shall check all records and obtain the sizes, location and depth of all utilities and other underground structures which may be affected by the construction operations.

Structures as indicated on the plans are plotted from record information. The horizontal and vertical locations of the existing structures shown on the plans is not guaranteed to be complete and correct. It is not guaranteed that all structures are shown. When necessary, the Contractor shall obtain additional information on existing structures by digging sufficient test holes. There will be no payment by the City for this work unless otherwise noted in the contract.

The Contractor shall be held responsible for any damage to any of the above mentioned facilities and structures. Any damages done shall be repaired by the Contractor. There will be no additional compensation for any work and materials necessary for protecting, supporting or repairing active underground structures, or for removing abandoned utilities and structures.

The Contractor must obtain verification of the status of structures shown on the plan as abandoned, from the appropriate company or City Department, at least 72 hours prior to working in the vicinity of underground structures. The Contractor shall notify the utility companies or City Departments at least 72 hours prior to the commencement of work in areas where their facilities are involved, and he shall furnish them with a schedule of his operations so that they can schedule inspection personnel as required.

The Contractor shall cooperate with utility companies and the local authorities in the adjustment and/or replacement of their facilities, during the construction of this project. Following the removal of the existing paving, the Contractor shall give utility companies the opportunity to inspect their facilities. Inspectors assigned by any affected utility company, shall at all times have access to construction and/or excavation sites where their facilities are involved on the same basis as inspectors assigned by the City.

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Shutoffs or interruptions of service shall be fully under the control of the appropriate utility or municipal authority. No valves constituting part of a utility shall be operated except by authorized employees of the utility companies. Except for emergencies, all shutdown of utilities shall be scheduled and approved in writing in advance of the time of shutdown by those having jurisdiction of such utility. All construction work shall be timed reasonably so as not to unduly conflict with the burden of the operation of any utility. Existing manholes, valve boxes, etc. will have to be reset and/or adjusted either as part of this contract or by the appropriate private utility companies.

B. Act 172

The Contractor's attention is directed to the provisions of Act 172, enacted by the General Assembly of the Commonwealth of Pennsylvania and approved by the Governor on December 12, 1986, which specifies the Contractor's responsibilities in regard to public health and safety during excavation and demolition operations in the areas of underground utilities. A copy of the list of utilities is available in Room 960 Municipal Services Building at a cost of one dollar (\$1.00).

In order to assist the Contractor in his compliance with Act 172, the Contractor is advised to contact the Pennsylvania One Call System at (800) 242-1776. This is a one-number calling system which is in direct contact with utilities in the Commonwealth who are members of the system. However, the Pennsylvania One Call System does not replace the requirements of Act 172.

C. Electrical Bureau, Police, Fire and Municipal Communication Facilities

The Division of Communications, Department of Public Property (also known as the Electrical Bureau), is the municipal agency in charge of Police, Fire and Municipal communication facilities.

The Contractor will be held responsible for providing adequate protection and maintaining uninterrupted use of Electrical Bureau, Police, Fire and Municipal communications facilities. In case of damage or temporary relocation or rerouting as a result of the Contractor's operations, facilities shall be restored to satisfactory condition at the expense of the Contractor.

UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR DISCONNECT OR INTERFERE WITH THE OPERATION OF ANY POLICE OR FIRE SIGNAL BOX.

All Electrical Bureau, Police, Fire and Municipal cable or facilities, overhead or underground, new or existing, will be installed, removed or rerouted by the Division of Communications personnel.

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REQUIREMENTS FOR CARE AND PROTECTION OF STREET TREES [PH902150]

An Ordinance of City Council, approved June 13, 1911, established regulations for the protection of street trees.

As the practice of piling or placing materials against trees or on or in the open spaces around them is harmful to the trees and may result in their death, attention is directed to the following extracts from the regulations adopted by the Commissioner and approved by Council - "No person shall climb upon, cut, break bark or otherwise injure or disturb any tree, tree-guard or support thereof on any highway in the City without authority from said Commissioners."

No person shall attach any guy-rope cable, wire or other fixture to any tree, tree-guard or support thereof on any highway in the City.

No pavement of any kind shall be laid within a space of three feet by four feet around any street tree. An unpaved space must be maintained permanently and continuously about the base of the trunk of each street tree.

These rules apply to ALL operations, large or small, including but not limited to grading and curbing, paving and flagging, water installations, plumbing connections, gas connections, street lighting installation, sidewalk laying, and all building procedures.

Whenever roots of existing trees are damaged by the Contractor's operations to such an extent as to, in the opinion of the Street Tree Arborist, endanger the life of the tree, the Contractor shall be required to engage a qualified tree contractor to prune and fertilize such trees in a manner directed by the Street Tree Arborist. All roots are to be severed cleanly and treated with an antiseptic tree wound dressing. All tools are to be thoroughly disinfected before being used on roots and before being used on another tree.

Existing trees not designated for removal which are damaged by nonessential Contractor operations to an extent where removal is necessary as determined by the Street Tree Arborist shall be removed and replaced by the Contractor at his sole cost and expense as herein specified.

When it becomes necessary to trim trees for the work protection, the Arborist may order additional pruning to balance the tree. All of the work above, including tree removal if required and ordered, shall be performed by a tree surgeon approved by the Fairmount Park Commission's Street Tree Division. Wooden barriers shall be placed around all trees prior to the start of construction for their protection. No debris shall be left on the street overnight.

Any trees removed shall be replaced by trees 2 1/2 inches to 3 inches in diameter at the locations and of the types specified by the Street Tree Division. All trees shall be furnished and placed by an approved nursery. The Contractor shall be responsible for the proper care of all trees during the establishment period.

This work shall be considered as incidental to and included in the contract bid price and no additional compensation will be allowed for this work.

The Contractor shall obtain any required permits for work within Fairmount Park or work on street trees from the Fairmount Park Commission Engineering Division (685-0028). There will be no charge for the permits.

ASSIGNMENT OF ANTI-TRUST CLAIMS [PH902230]

It is recognized that in actual economic practice overcharges by suppliers resulting from violations of Federal or State anti-trust laws are in fact borne by the City. As part of the consideration for the award of this contract, and intending to be legally bound, the Contractor assigns to the City all right, title and interest in and to any current claims or claims hereafter acquired under Federal and State anti-trust laws relating to the subject matter of this contract.

STREET SIGNS [PH902190]

Any existing street signs disturbed by the construction that are not to be replaced shall be reset by the Contractor. No additional or separate compensation will be allowed for this work.

STORAGE OF MATERIALS [PH902210]

Areas for the storage of materials and equipment not stored within the confines of the project limits and the right-of-way lines must be obtained off-site by the Contractor at his own expense, and no private property may be used without the written approval of the owner(s). The work area shall be maintained in a neat and clean condition.

The Contractor shall not be permitted to store materials or equipment on portions of the project which are not under active construction, except as specifically approved in writing by the Engineer.

EXISTING TRAFFIC SIGNALS [PH902260]

The existing traffic signals shall remain operational until new poles, signal lights and controllers are in place and operable. The new system shall be completed at the earliest possible date. In the event it becomes necessary to disconnect the existing signal system for any reason, flagmen shall be provided to direct traffic within the affected intersection during the period that the signals are not operating.

Temporary poles shall be placed to support existing signals where directed by the Engineer. Such poles shall be sufficient to safely support the signals and resist wind and ice loadings.

All non-operational signal heads shall be bagged.

Revisions to the existing signal system shall be at the direction of the Engineer.

The requirements of this provision shall be considered as incidental to the bid prices of the involved items.

STEEL PLATES [PH902280]

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When steel plates are used for decking over trenches, the Contractor shall paint the following information on each of the plates for identification to assist the Police Department in the event of an emergency:

S. D.

CONTRACTOR'S NAME

The overall height and width of each letter shall be four (4) inches by four (4) inches and the painted letter shall be three-fourths (3/4) inch in width. The information shall be placed in the center of the plate. The paint shall be white and of good quality and durability. The Contractor shall repaint the letters as necessary if the paint becomes obliterated during the contract period. The lettering shall be clear and legible.

MAINTENANCE OF FLOW OF EXISTING SEWERS

Some of the existing sewers may carry both sanitary and stormwater flow. Provide an approved method of maintaining continuous flow and service during the relocation and/or replacement of sewers.

Notify the Water Department's Sewer Maintenance Section, seven (7) days both prior to the commencement of work and prior to the completion of work on this contract.

Do not deposit debris in sanitary or storm water manholes, inlets or sewers. Immediately remove any debris accidentally deposited, to avoid interference with the proper functioning of the sewer system.

Include the cost of maintaining the flow and service in these sewers in the contract items involved in the ultimate locations of these sewers. No separate or additional compensation will be allowed.

Submit to the Engineer the method of maintenance of flow and service for the sewers. Do not commence any work affecting these sewers until approval is received.

If fluming is anticipated, do not cause flooding conditions. Dams are to be of such a nature that they can be removed in times of emergency.

Any damage caused by restrictions of flow is the responsibility of the Contractor. Effect repair of such damage without separate or additional compensation.

Store grates and frames of inlets removed, relocated or abandoned during construction, which are not required for reinstallation, at the site for pick up and removal by the Water Department.

PROTECTION OF EXISTING SEWERS AND CULVERTS

The attention of the bidders is directed to the fact that some of the construction will be in the immediate proximity of existing City sewers and/or culverts.

/p>

Provide an approved method and schedule of construction to insure the safety of the existing structures. Any damage caused by the Contractor, is the responsibility of the Contractor. Repair such damage without any additional compensation.

SEWER AND WATER FACILITIES

When new sewer manhole and water valve manhole frames and covers are furnished and placed, properly dispose of all abandoned castings.

Before the completion of work under this contract, adjust sewer and water manhole lids and, where necessary, use approved gasket material to prevent rocking, without separate or additional compensation.

RECLAIMING ABANDONED WATER PIPE

The Contractor is authorized to remove and acquire ownership of any or all abandoned water pipe within the Right-of-Way, for salvage or for any other purpose, at no additional expense to the City.

Plug with Class C Cement Concrete any abandoned water pipe left to remain in its original position.

00 - a00111 INSURANCE

Addendum : None

Associated Item(s): None

Header:
INSURANCE

Provision Body:

ECMS Highway Construction Contract 68066

Paragraph 31 of the Standard Contract Requirements for EMCS Projects (June 28, 2007) is amended as follows:

a. Contractor's Comprehensive General Liability Insurance

Contractor shall furnish evidence to the City of Philadelphia and the Southeastern Pennsylvania Transportation Authority (SEPTA) that with respect to the operations he performs, he carries a comprehensive general liability insurance policy (including but not limited to blanket contractual liability, completed operations/ products liability, contractor's protective liability, and explosion, collapse and underground hazard coverage) providing a limit of not less than two million dollars (\$2,000,000) for all damages arising out of bodily injury or death in any one (1) occurrence, and providing for a limit of not less than two million dollars (\$2,000,000) for damages to or destruction of property, including the loss of the use thereof, in any one occurrence; two million dollars(\$2,000,000) aggregate limit shall apply to bodily injury, personal injury and death, and to property damage.

Contractor shall also furnish evidence to the City of Philadelphia and SEPTA that with respect to the operations he performs, he carries an Umbrella Liability Policy with a limit of two million dollars (\$2,000,000) with a self-insured retention limit or deductible not to exceed ten thousand dollars (\$10,000).

All policies of insurance, including Umbrella Coverage, must be endorsed to include as additional named insured the Commonwealth of Pennsylvania, the Federal Highway Administration and SEPTA in addition to the City of Philadelphia. These policies shall also be endorsed so that the City of Philadelphia Department of Streets and SEPTA shall be notified at least sixty (60) days in advance of cancellation or any change in the insurance coverage provided by these policies. All insurance coverages shall be placed with an insurance carrier who maintains a Best Rating of at least A+X.

Contractor shall deliver, before the start of work, four (4) certificates of insurance covering these policies to:

City of Philadelphia

Department of Streets, Highway Division

1401 J.F. Kennedy Boulevard, Room 940

(Municipal Services Building)

Philadelphia, Pennsylvania 19102

In the event the "occurrence" version of the General Liability Insurance herein specified becomes unavailable during the life of this contract, any other form of insurance provided, such as a "claims-made" version, must include an Extended

ECMS Highway Construction Contract 68066

Reporting Period endorsement, which extends indefinitely the time period during which claims made against the insured are covered.

All insurance herein specified shall be carried until all work required to be performed under the terms of this contract is satisfactorily completed as evidenced by the acceptance by the City of Philadelphia.

There will be no additional or separate payment for insurance coverage.

G1601A - a01601 E.E.O. COVERED AREA

Addendum : None

Associated Item(s): None

Header:
E.E.O. COVERED AREA

Provision Body:

For the purpose set forth in the Executive Order 11246

the covered area for this contract is Philadelphia County,

which is within the Economic Area of Philadelphia.

as listed in Appendix B of Designated Special Provision 12 (DSP12) entitled "Executive Order 11246 (with Appendix A and B)" in Appendix C of Pub 408.

G2701A - a02701 LOCAL AUTHORITY CONTRACT--DEPARTMENT LET

Addendum : None

Associated Item(s): None

Header:
LOCAL AUTHORITY CONTRACT--DEPARTMENT LET

Provision Body:

The Commonwealth will open bids and award the contract in the name of the City of Philadelphia

The contractor is advised that the contract will be executed by this above Municipality.

Also all payments made to the Contractor for work performed will be by this above Municipality.

Publication 408 wherever references are made to the Commonwealth, the Department or its employees, for the purpose of this contract it will mean the contracting Local Authority and its corresponding employees, unless otherwise superseded by Law.

However, prequalification of bidders, as specified in Section 102.01, will be performed by the Department.

G4401A - a04401 UTILITIES--FOR USE ON PROJECTS WITH MINIMUM EXCAVATION

Addendum : None

Associated Item(s): None

Header:

UTILITIES--FOR USE ON PROJECTS WITH MINIMUM EXCAVATION

Provision Body:

In accordance with provisions of Act 287-1974, as amended by Act 187-1996, identify and contact all utilities having existing aerial or underground facilities located within the limits of work to arrange for marking of the field locations of these facilities prior to performing any excavation, drilling, and/or driving. Cooperate with affected utilities and/or municipalities in any necessary adjustment or relocation of their facilities.

G7014A - a07014 CHANGES TO SPECIFICATIONS: SECTIONS 504, 505, 692, AND 1001

Addendum : None

Associated Item(s): None

Header:

CHANGES TO SPECIFICATIONS: SECTIONS 504, 505, 692, 1001

Provision Body:

Section 504-PAVEMENT RELIEF JOINT Section 504.2 MATERIAL. Revise to read as follows:

504.2 MATERIAL- Class AA Cement Concrete-Section 704

High Early Strength Cement Concrete-Section 704

Reinforcement Bars-Section 709.1

Asphalt Cement, PG 64-22-Section 702

Subbase-Section 350.2

Bituminous Concrete Base Course-Section 305.2

Superpave Asphalt Mixture Design, HMA Base Course-Section 309.2 and as follows: PG 64-22, 3 to <10 million ESALs, or as indicated or directed.

Polyethylene Sheeting-Section 505.2

Section 504.3 CONSTRUCTION. Revise to read as follows:

504.3 CONSTRUCTION-As shown on the Standard Drawing, RC-24M, as specified in Section 501.3, and as follows:

- (a) **Excavation.** Excavate for the sleeper slab after constructing the subbase.
- (b) **Sleeper Slab.** Construct the sleeper slab as specified in the applicable requirements of Section 501.3.
- (c) **Polyethylene Sheeting.** Construct in accordance with the applicable requirements of Section 505.3.
- (d) **Base Course.** Construct the bituminous concrete base course as specified in Section 305.3 or Superpave Asphalt Mixture Design, HMA Base Course as specified in Section 309.3.

SECTION 505-BRIDGE APPROACH SLABS Section 505-BRIDGE APPROACH SLABS. Revise to read as follows:

505.1 DESCRIPTION-This work is construction of reinforced cement concrete approach slabs and associated sleeper slabs, including the subbase material and necessary excavation. Two layers of 0.10 mm (4.0 mil) minimum polyethylene sheeting to be used as a bond breaker under bridge approach slabs. This polyethylene sheeting must have a plain surface finish.

505.2 MATERIAL-

- (a) **Subbase** - Section 350.2
- (b) **Reinforced Cement Concrete Pavement** - Section 501.2
- (c) **Bituminous Paper** - Section 727
- (d) **Polyethylene Sheeting**- Section 711.1(a)

505.3 CONSTRUCTION-As shown on the Standard Drawings, RC-23M, as specified in Section 501.3, and as follows:

- (a) **Excavation.** Excavate for the sleeper slab after constructing the subbase.
- (b) **Polyethylene Sheeting.** Provide surface that is smooth without excessive depth of sheeting.

Provide certification from the manufacturer concerning the above material requirements. Install any seams in the longitudinal direction of the bridge.

505.4 MEASUREMENT AND PAYMENT-

- (a) **Bridge Approach Slab.** Square Meter (Square Yard).

The price includes excavation, subbase material, polyethylene sheeting, bituminous paper, cement concrete, and reinforcement bars.

SECTION 692- SHOULDER RELIEF JOINT Section 692.2 MATERIAL. Revise to read as follows:

692.2 MATERIAL-

- Bituminous Concrete Base Course-Section 305.2
- Superpave Asphalt Mixture Design, HMA Base Course-Section 504.2

- Asphalt Cement, PG 64-22-Section 702 Section 692.3 CONSTRUCTION. Revise to read as follows:

692.3 CONSTRUCTION-As shown on the Standard Drawings and as follows:

(a) Base Course. Construct either Bituminous Concrete Base Course as specified in Section 305.3; or Superpave Asphalt Mixture Design, HMA Base Course as specified in Section 309.3.

SECTION 1001-CEMENT CONCRETE STRUCTURES Section 1001.2 (i) Other Material. Revise to read as follows:

(i) Other Material.

- Premolded Expansion Joint Filler-Section 705.1
- Closed Cell Neoprene Sponge-Section 1107.02(p)1
- Joint Sealing Material-Section 705.4(b), (c), or (d)
- Waterstops-Section 705.5
- Caulking Compound-Section 705.8
- Reinforcement-Section 1002.2
- Steel Welded Wire Fabric-Section 709.3
- Deformed and Plain Bar Dowels-Section 709.1
- Structural Steel-Section 1105
- Waterproofing-Section 680.2
- Coarse Aggregate, No. 57-Section 703.2
- Conduits and Conduit Protective Coating-Sections 1101.09(b) and (d)
- Selected Borrow Excavation-Structure Backfill, as shown on the Standard Drawings.
- Anchor Bolts-Section 1105.02(c)2
- Bituminous Material, Class RC-250-Section 702
- Geotextiles, Class 1-Section 735
- Polyethylene Sheeting-Section 505.2
- Bituminous Paper-Section 727
- Asphalt Cement, PG 64-22-Section 702 Section 1001.3 (v) Bridge. Revise to read as follows:

(v) Bridge Approach Slabs. Construct as shown on the Contract Drawings and in accordance with Section 505.3.

G7015A - a07015 CHANGES TO SPECIFICATIONS: SECTION 110

Addendum : 1

Associated Item(s): None

Header:
CHANGES TO SPECIFICATIONS: SECTION 110

Provision Body:

SECTION 110 - PAYMENT Section 110.04(b) 4.a Square Meter (Square Yard) Basis. Revise to read as follows:

4.a Square Meter (square yard) Basis. For bituminous mixtures placed on a square meter (square yard) basis, the equivalent tonnage(tonnage) is computed as follows:

Metric Only: Bituminous Mixture Tonnage Placed = (0.000 001) (A) (D) (d)

Where:

A = Surface Area (square meters)

D = Design Depth (millimeters)

d = Design Density* (kilograms per cubic meter)

Bitumen Tonnage in Bituminous Mixture

Bituminous mixture = Tonnage Placed x Percent Bitumen**

English Only: Bituminous Mixture Tonnage Placed = (0.000375) (A) (D) (d)

Where:

A = Surface Area (square yards)

D = Design Depth (inches)

d = Design Density* (pounds per cubic feet)

Bitumen Tonnage in Bituminous Mixture

Bituminous Mixture = Tonnage Placed x Percent Bitumen**

/p>

* The Design Density will be obtained from the approved JMF (Form TR-448A, Job Mix Formula Report) for the bituminous mixture placed. The Design Density will be the "Lab Density" listed on the applicable JMF. The Design Density (i.e. Lab Density) obtained from Form TR-448A will be converted to the proper units by multiplying by the density of water, 997.1 kg/m³ (62.4 pounds per cubic feet).

** The Percent Bitumen will be obtained from the approved JMF (Form TR-448A, Job Mix Formula Report) for the bituminous mixture placed. The Percent Bitumen will be the "Virgin AC%" listed on the applicable JMF.

00 - A07800 CHANGES TO SPECS FOR CITY OF PHILA. PROJ: SECTIONS 102, 103, 105, 107, 108, 110, 111

Addendum : None

Associated Item(s): None

Header:

CHANGES TO SPECIFICATIONS FOR CITY OF PHILADELPHIA PROJECTS: SECTIONS 102, 103, 105, 107, 108, 110, 111

Provision Body:

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

- Section 102.13(a) 8 - Revise to read as follows:

8. Contractor currently debarred by Federal, State, or City of Philadelphia Authority;

SECTION 103 AWARD AND EXECUTION OF CONTRACT

- Section 103.07 Cancellation of Contract - Revise to read as follows:

103.07 Cancellation of Contract - The contract may be cancelled by either party if the notice to proceed date is not within 60 days of the award of the contract. Extension(s) of the 60-day period will be made only by mutual written consent of the parties to the contract provided such written consent is given before the expiration of the 60-day period. Prices will not be renegotiated. The Secretary also reserves the right to cancel the contract any time before the Notice to Proceed date. If the contract is cancelled, payment will be made only for the documented costs of insurance and surety bonds required

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under Sections 103.04 and 103.05. No payment will be made for damages of any kind including, but not limited to, lost profits.

SECTION 105 CONTROL OF WORK Section 105.02 Drawings - Revise by adding:

Certify by "SEAL" of a Pennsylvania Registered Professional Engineer, and "SIGN" the above noted Shop Drawings, and all other drawings, sketches, catalog cuts or other submittals, indicating approval of same and their conformance with the plans and specifications.

Accentuate dimensional differences between submissions and the contract documents. Submit a minimum of four (4) copies of all shop drawings, catalog cuts or other submittals to the Engineer for appropriate action, prior to the commencement of fabrication and/or product procurement. Additional copies may be required by Utility Companies or Railroad(s), for work under their justification.

• Section 105.04 Coordination of Plans and Specifications - Revise by adding:

Figures have preference over scale in reading dimensions.

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

• Section 107.21 Workers' Compensation Insurance - Delete in its entirety. For this contract, refer to the special provision titled 'Insurance'.

SECTION 108 PERFORMANCE AND PROGRESS

• Section 108.03 Performance and Progress - Delete in its entirety. For this contract, refer to paragraph 26 Contract Time in The City of Philadelphia Standard Contract Requirements for Public Works Contracts for ECMS Projects. (see attached)

• Section 108.08 Default and Termination of Contract - Delete in its entirety. For this contract, refer to paragraph 33 Default and Remedies in The City of Philadelphia Standard Contract Requirements for Public Works Contracts for ECMS Projects. (see attached).

/p>

SECTION 110 PAYMENT

- Section 110.02(d) Required Changes in the Scope of Work - Delete this Section in its entirety. For this contract, refer to paragraph 48 of The City of Philadelphia Standard Contract Requirements for Public Works Contracts for ECMS Projects. (see attached).

- Section 110.03(d)7 Overhead and Profit. - Revise to read as follows:

Except for work considered to be service to others, as specified in Section 110.03(d)4, to cover all administration, general and project superintendence, other overhead, bonds, insurance, anticipated profit, and use of small tools and equipment for which no rental is allowed, 15% will be added to the total material cost, 20% will be added to the total labor cost, and 0% will be added to the total equipment cost. If applicable, in addition to the above markups, 8% will be added to the total cost of any force account work performed as approved subcontract work as specified in Section 110.03(d)6.

- Section 110.05 Current Estimate Payments - Revise to read as follows:

Current estimate payments will be processed based upon assessments made by the Department as work is satisfactorily completed. Processing of estimate payments will begin on the first estimate date established following the Notice to Proceed Date or indicated in the special provisions. No estimate payments will be processed before the Notice to Proceed Date. Current estimate payments exceeding \$1000 will be processed by the department at monthly intervals, or more frequently, as work progresses. Current estimate payments amounting to less than \$1000 may be processed monthly. Final payments amounting to between -\$10 and +\$10 will be disregarded. Partial payments do not bind the Department to the acceptance of any material furnished or work performed.

Within 7 calendar days of the receipt of current estimate and final payments from the Department, pay all subcontractors their earned share of the payments, including retainage, provided the terms and conditions of the applicable subcontract or purchase agreement have been reasonably met.

- Section 110.08 Final Inspection, Acceptance, and Final Payment - Delete this Section in its entirety. For this contract, refer to paragraphs 55, 56, and 57 of The City of Philadelphia Standard Contract Requirements for Public Works Contracts for ECMS Projects. (see attached).

/p>

SECTION 111 DELAY CLAIMS

- Delete this Section in its entirety. For this contract, refer to paragraph 26 Contract Time in The City of Philadelphia Standard Contract Requirements for Public Works Contracts for ECMS Projects. (see attached).

00 - aMATERIAL TESTING EQUIPMENT MATERIALS AND SERVICE

Addendum : None

Associated Item(s): None

Header:
MATERIAL TESTING EQUIPMENT MATERIALS AND SERVICE

Provision Body:

Furnish testing equipment and material as required and obtain material samples in accordance with Publication 408.

00 - aWAGE RATES

Addendum : None

Associated Item(s): None

ECMS Highway Construction Contract 68066

Header:

WAGE RATES

Provision Body:

Federal Wage Rates and the Prevailing Wage Schedule for the City of Philadelphia both apply for this project. Whenever a conflict occurs, the higher rate will apply.

S6081C - b06081 SECTION 608 - MOBILIZATION

Addendum : None

Associated Item(s): None

Header:

SECTION 608 - MOBILIZATION

Provision Body:

Section 608.1 Description. Revise by adding the following:

When developing agreements with DBE subcontractors include an opportunity for the DBE to identify an item for their mobilization. Include any agreed upon amounts in the contract lump sum price bid for mobilization. Also, list agreed to amounts for each DBE subcontractor on the DBE Participation for Federal Projects form specified in the "Disadvantage Business Enterprise Requirements" Designated Special Provision in Appendix C of Pub. 408. Section 608.4 Measurement and Payment. Revise by adding the following:

(c) DBE Payment Schedule. Within the Schedule submitted as specified in Section 108.03, indicate the starting date of work subcontracted to DBE's. One month before the scheduled start of subcontracted DBE work, but not earlier than the Notice to Proceed, pay 25% of the amount shown for mobilization on the applicable DBE Participation for Federal Projects form. Pay the remaining 75% of the amount shown for mobilization on the applicable DBE Participation for Federal Projects form, in three equal payments, when subcontracted DBE work is 25%, 50%, and 75% complete. Pay the affected DBE within 7 days of its reaching the specified milestones for percentage of work completed.

00 - ITEM 9904-1001 MOBILIZATION

Addendum : None

Associated Item(s): 9904-1001

Header:

ITEM 9904-1001 MOBILIZATION

Provision Body:**DESCRIPTION**

This work shall consist of the assembling and setting up for the project, the Contractor's necessary general plant,

including offices, shops, plants, storage areas, sanitary and any other facilities, as required by the specifications and special requirements of the contract, as well as by local or state law and regulation. The determination of the adequacy of the Contractor's facilities, except as noted above, shall be made by the Contractor. The cost of required insurance and bonds and/or any other initial expense required for the start of work will be included in this item.

MATERIALS

The Contractor shall furnish all materials, furnishings and schedules required for this item. These materials, furnishings and schedules will not be considered as a part of the various items of the completed contract.

CONSTRUCTION REQUIREMENTS

At the pre-construction meeting, the Contractor shall submit to the Engineer a schedule indicating the sequence and schedule of work for the first sixty (60) days of the project, along with an estimated "look-ahead" schedule for the remainder of the project. The Contractor will not be issued a Notice to Proceed until this submission has been reviewed and approved by the Engineer.

After the start of construction, the Engineer will convene regular status meetings for the project with all involved parties. Such meetings will be held on two- to four-week intervals at the discretion of the Engineer. The Contractor shall submit an updated project schedule prior to each status meeting. Prior to the completion of the first sixty (60) days of the project, the Contractor shall submit a final detailed schedule showing completion of all items of work within the time allowed by the contract. When the Engineer accepts this final schedule in writing, it will be considered the official schedule for the project.

The schedule shall be in bar chart or spreadsheet format and shall show all aspects of work, including applicable milestones.

The Contractor shall provide all tools, equipment, materials, labor and work for the construction and furnishing of the required facilities and services. All work under this item shall be performed in a safe and workmanlike manner.

METHOD OF PAYMENT

Forty percent (40%) will be paid on the first estimate. Forty percent (40%) will be paid when the Contractor completes work equal to the sum of ten percent (10%) of the total bid price excluding the bid price for this item. Twenty percent (20%) will be paid upon written acceptance of the Contractors' detailed schedule.

BASIS OF PAYMENT

Lump Sum

00 - ITEM 9904-1101 MAINTENANCE AND PROTECTION OF TRAFFIC

Addendum : 3

Associated Item(s): 9904-1101

Header:
ITEM 9904-1101 MAINTENANCE AND PROTECTION OF TRAFFIC

Provision Body:
DESCRIPTION This work shall consist of the maintenance and protection of traffic for all traveled roadways and footways

within the construction area in accordance with PENNDOT Publication 213, Section 901 of PDT 408 (available on internet), the drawings, the pavement marking handbooks and these special provisions. This work shall include providing for pedestrian walkways, traffic cones, barricades and all materials, equipment and labor necessary for the acceptable maintenance and protection of traffic as indicated on the drawings. CONSTRUCTION REQUIREMENTS

GENERAL: Maintenance and protection of traffic shall be in accordance with Section 901, except as herein modified and/or supplemented.

The Contractor shall present a staging and maintenance of traffic plan in accordance with the requirements of Section 901.3 (a), for the approval by the Engineer at the pre-construction conference. The plan shall be prepared, signed, and sealed by a Professional Engineer registered in the State of Pennsylvania. Any changes to the plan shall be approved by the Engineer.

SEQUENCE OF CONSTRUCTION: The work shall be pursued in a logical expeditious manner which minimizes the time period for local access "under construction" to the community.

The Contractor shall be responsible for maintaining access at all times to adjacent properties.

The Contractor shall coordinate the construction activities with all other contractors operating in this area, whether under contract to the City of Philadelphia or publicly utility companies.

The Contractor shall designate an individual or individuals as the Maintenance of Traffic Engineer who is to be responsible for the maintenance of traffic items. The name, address, and phone number(s) where the Maintenance of Traffic Engineer can be reached at all times shall be furnished to the Engineer. If the contractor needs to take a travel lane or a parking lane to stage their equipment to do the work, a permit must be obtained through the City's Traffic Coordination unit.

The Contractor shall notify Eugene Blaum, PennDOT District 6-0 Press Officer, at (610) 205-6800 four (4) days prior to impacting traffic in any form on any state roads on this project.

RESTRICTIONS

All work must be performed between the hours of 9:00 AM and 4:00 PM, Monday through Friday. No travel lane restrictions will be permitted before 9:30 AM or after 3:30 PM. Jackhammer: Operations that require the use of a jackhammer shall be restricted to the period from 9:30 AM to 3:30 PM. The Contractor shall be given the opportunity to perform jackhammer operations during other hours, only with the specific permission of the Engineer. This will be considered on a location-specific basis. During these operations, the Contractor shall maintain traffic as specified above.

MAINTENANCE OF PEDESTRIAN TRAFFIC ON FOOTWAYS:

The Contractor shall conduct his work in the footway areas as expeditiously as practical and with a minimum disruption to the abutting properties. Any work that will affect access to a property shall be coordinated with the occupant. A minimum five (5) foot wide clear footway along the project and access to abutting properties shall be provided at all times.

The Contractor will be responsible for the safe passage and access of all pedestrians through the construction area. To this end, approved barricades shall be provided for protection from any construction area. All materials stored adjacent to the 5 foot walkway shall be barricaded.

Footway surfaces shall be of materials that provide a hard, smooth and even surface thereby causing no danger of injury to pedestrian traffic. All footways shall be subject to the approval of the Engineer and in no case shall footway surfaces be constructed of bare earth or loose stone.

To supplement the Contractor's barricades, the Engineer, at his discretion, shall direct the Contractor to erect safety

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fencing at designated locations. All safety fencing, if required shall be incidental to this item.

LIQUIDATED DAMAGES: In addition to the requirements of Paragraph 26 of the City of Philadelphia Standard Contract Requirements for Public Works Contracts, the Contractor will be charged Liquidated Damages for each day that he has not complied with the requirements of this item. The amount chargeable per day will be five hundred dollars (\$500.00) per calendar day. The Liquidated Damages assessed as specified above will be deducted from monies due the Contractor.

Liquidated Damages will be charged for those days where needed corrections are not made within 24 hours notification by the Engineer.

Explanation of Construction Activities:

Installation of Bike Racks METHOD OF PAYMENT

This item will include the cost of all necessary protective devices as specified in Publication 213 or as directed by the Engineer, barricades, traffic cones, barricades, and and all materials, equipment and labor as necessary to provide a safe and efficient movement of traffic as herein specified and indicated on the drawings and any additional cost for complying with the sequence of construction as specified.

Police assistance shall be incidental to this item.

Twenty percent (20%) of the amount bid for this item of work will be paid on approval of the staging & maintenance of traffic plan. Payment on each subsequent estimate will be at a rate of eighty percent (80%) of the amount bid for this item of work multiplied by the percentage of the total contract time used on the date the estimate is prepared. In the event the contract time is shortened or extended from the time shown in the contract, the Contractor will be paid at the bid price.
BASIS OF PAYMENT

Lump Sum

00 - ITEM 9907-1130 BICYCLE RACK

Addendum : None

Associated Item(s): 9907-1130

Header:
ITEM 9907-1130 BICYCLE RACK

Provision Body:

DESCRIPTION

This item of work shall consist of the furnishing and installing of bicycle racks, including all mounting brackets and hardware, in accordance with the detail on Drawing Nos. BR-1 thru BR-3.

LOCATIONS

Bicycle Rack locations are listed in 'List A'.

Bicycle Racks shall not be installed until the Engineer has field located and approved the locations.

Bicycle racks are not to be installed along dedicated uses of space, such as cabstands, and loading zones for motor vehicles.

MATERIALS

Bicycle Racks: Bicycle racks shall be fabricated from U.S. manufactured steel (Schedule 40 pipe) in accordance with ASTM-A53 (2.375" x 0.154" wall). Steel pipe shall be bent in a one-piece width as shown in the drawings. The bicycle racks shall not be welded in sections. Only the base plate shall be welded to the steel pipe.

Base Plate: The base plate shall be 7-1/2"x1/2" thick steel in accordance with ASTM-A36.

Fastners: Fastners shall be 3/8" diameter x 5 1/8" adhesive anchors. The anchor hole shall be in accordance with the detail.

Caulk: In accordance with ASTM C834 or C920. Color to be black.

The entire unit shall be coated as specified below.

Coating of Bicycle Racks: The coating shall be applied only after the bicycle rack has been fabricated. The final product will be rejected if the coating cracks, ripples in curved areas, or is otherwise damaged due to fabrication or shipping.

• Steel - Shot blast to near white steel.

• Iron - phosphate pre-treatment.

• Primer

a. Thermosetting epoxy powder coating

b. Electrostatic application, cure schedule approximately six (6) minutes at 250F.

c. Thickness; 1.8 to 10 mils

• Topcoat

a. Triglycidyl Isocyanurate (TGIC) Polyester powder coating

b. Electrostatic application, cured in an oven for approximately 20 minutes at 250F

c. Total Coating: 8 to 10 mils.

d. Finish color to be black.

CONSTRUCTION METHODS

Bicycle Racks shall be located as indicated and as directed by the Engineer.

Installation of the Bicycle racks shall be as directed and approved by the Engineer and as shown on the drawings. Racks placed between parking meter poles should be as close to mid-way as possible. Installation is restricted to those meter poles where double heads are utilized and spacing is approximately forty feet (40') apart.

Bicycle Racks shall be installed true and plumb. Provide and install aluminum or stainless steel shims as necessary to plumb the bicycle racks. After installation, caulk any gaps between the base plates and the sidewalk with an approved

black caulk.

Provide a final list of rack locations using the nearest house address to the bicycle rack location to the Department of Streets at the completion of this work.

BASIS OF PAYMENT

Each

PERFORMANCE BONDS

Surety Company: Safeco Insurance Company of America

Status: Accepted

Bonding Agency: Marsh USA, Inc.

Bond Number: 6569216

Producer: Wendy A Bright/PennDOT
BP-002573

Bond Amount: \$384,744.00

Co-Insurer: No

NAIC: 24740

KNOW ALL MEN BY THESE PRESENTS, That we, **J. Fletcher Creamer & Son, Inc.** of **101 East Broadway, Hackensack, NJ 07601** as PRINCIPAL, and Safeco Insurance Company of America a corporation, as SURETY, are held and firmly bound unto the **City of Philadelphia Department of Streets** in the full and just sum of **\$384,744.00**, lawful money of the United States of America, to be paid to the said Municipality, or it assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

Sealed with our respective seals and dated this 6 day of May A.D. 2008.

Whereas, the above bounden PRINCIPAL has undertaken to contract with the said Municipality covering the work identified below for approximately the sum of **\$384,744.00**.

The description and location of the project is as follows: for the furnishing and installation of bicycle racks at various locations within the City of Philadelphia.

and

WHEREAS, it was one of the conditions of the award of the Secretary of Transportation, acting for and on behalf of the Municipality, pursuant to which said contract was undertaken by the PRINCIPAL that these presents should be executed, to become binding upon the date the said contract is approved by the Municipality.

NOW, THEREFORE, The conditions of this obligation is such that if the above bounden PRINCIPAL, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said contract, and his, their, or its obligations thereunder, including the plans, specifications, and conditions therein referred to and made a part thereof, and such alterations as may be made in said specifications as therein provided for, and shall well and truly, and in a manner satisfactory to the Municipality, complete the work contracted for, and shall save harmless the Municipality from any expense incurred through the failure of said contractor to complete the work as specified, or for any damages growing out of the carelessness and/or negligence of said contractor or his, their, or its servants.

And shall save and keep harmless the said Municipality against and from all losses to it from any cause whatsoever, including patent, trademark, and copyright infringements, in the manner of constructing said section of roadway; then this obligation to be void or otherwise to be and remain in full force and virtue.

It is further provided that any alteration which may be made in the terms of the contract or in the work to be done under it or the giving by the Municipality of any extension of time for the performance of the contract or any other forbearance on the part of either the Municipality or the PRINCIPAL to the other shall not in any way release the PRINCIPAL and the SURETY or SURETIES or either or any of them, their heirs, executors, administrators, successors or assigns, from their

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liability hereunder, notice to the SURETY or SURETIES of any such alteration, extension, or forbearance being hereby waived.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond under seal the day and year first above written.

Attorney-in-Fact

Attorney-in-Fact Certification

*The undersigned attorney-in-fact by executing this Performance Bond certifies that he/she is licensed with the company named as surety for this bond and that to the best of his/her knowledge the said surety is licensed with the Pennsylvania Insurance Department.

Bond Workflow Status

Status	Name	Disposition	Date/Time
Draft	Bob Scheetz/PennDOT BP-001044	Submit	05/06/2008 03:49 PM
Producer Review	Wendy A Bright/PennDOT BP-002573	Sign	05/06/2008 04:05 PM
Contractor Review	Bob Scheetz/PennDOT BP-001044-Chief Estimator	Sign	05/06/2008 04:16 PM
BOD CMD Review	Christina M Troutman/PennDOT	Accept	05/07/2008 08:53 AM

PAYMENT BONDS

Surety Company: Safeco Insurance Company of
America

Status: Accepted

Bonding Agency: Marsh USA, Inc.

Bond Number: 6569216

Producer: Wendy A Bright/PennDOT
BP-002573

Bond Amount: \$384,744.00

Co-Insurer: No

NAIC: 24740

KNOW ALL MEN BY THESE PRESENTS, That we, **J. Fletcher Creamer & Son, Inc.** of **101 East Broadway, Hackensack, NJ 07601** as PRINCIPAL, and Safeco Insurance Company of America a corporation, as SURETY, are held and firmly bound unto the **City of Philadelphia Department of Streets** in the full and just sum of **\$384,744.00**, lawful money of the United States of America, to be paid to the said Municipality, or it assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

Sealed with our respective seals and dated this 6 day of May A.D. 2008.

Whereas, the above bounden PRINCIPAL has undertaken to contract with the said Municipality covering the work identified below for approximately the sum of **\$384,744.00**.

The description and location of the project is as follows: for the furnishing and installation of bicycle racks at various locations within the City of Philadelphia.

and

WHEREAS, it was one of the conditions of the award of the Secretary of Transportation, acting for and on behalf of the Municipality, pursuant to which said contract was undertaken by the PRINCIPAL that these presents should be executed, to become binding upon the date the said contract is approved by the Municipality.

NOW, THEREFORE, The conditions of this obligation is such that if the above bounden PRINCIPAL shall and will promptly or cause to be paid in full all sums of money which may be due by contractor or corporation, for all materials furnished or labor supplied or performed in the prosecution of the work, whether or not the said material or labor entered into and became component parts of the work or improvement contemplated, and for rental of the equipment used and services rendered by public utilities in, or in connection with, the prosecution of such work, then this obligation to be void, otherwise to remain in full force and effect.

The PRINCIPAL and SURETY hereby, jointly and severally, agree with the obligee herein that any individual, firm, partnership, association or corporation, which has performed labor or furnished material in the prosecution of the work as provided, and any public utility which has rendered services in, or in connection with, the prosecution of such work, and which has not been paid in full therefor, may sue assumpsit on this Payment Bond in his, their, or its own name and may prosecute the same to final judgement for such sum or sums as may be justly due to him, them, or it, and have execution thereon. Provided, however, that the Municipality shall not be liable for the payment of any costs or expenses of such suit.

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Recovery by any individual, firm, partnership, association or corporation hereunder shall be subject to the provisions of the "Public Works Contractors' Bond Law of 1967", Act No. 385, approved December 20, 1967, P.L. 869, which Act shall be incorporated herein and made a part hereof, as fully and completely as though its provisions were fully and at length herein recited.

It is further provided that any alteration which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Municipality of any extension of time for the performance of the contract or any other forbearance on the part of either the Municipality or the Principal to the other shall not in any way release the PRINCIPAL and the SURETY or SURETIES or either or any of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the SURETY or SURETIES of any such alteration, extension, or forbearance being hereby waived.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond under seal the day and year first above written.

Attorney-in-Fact Certification

*The undersigned attorney-in-fact by executing this Payment Bond certifies that he/she is licensed with the company named as surety for this bond and that to the best of his/her knowledge the said surety is licensed with the Pennsylvania Insurance Department.

Bond Workflow Status

Status	Name	Disposition	Date/Time
Draft	Bob Scheetz/PennDOT BP-001044	Submit	05/06/2008 03:51 PM
Producer Review	Wendy A Bright/PennDOT BP-002573	Sign	05/06/2008 04:08 PM
Contractor Review	Bob Scheetz/PennDOT BP-001044-Chief Estimator	Sign	05/06/2008 04:15 PM
BOD CMD Review	Christina M Troutman/PennDOT	Accept	05/07/2008 08:53 AM

INSURANCE

Marsh USA, Inc.

44 Whippany Road
P.O. Box 1966
Fax:212-948-4350
Morristown, NJ 07962-1966

Company: Arch Insurance Company
Policy: 11PKG2178800
Expiration: 03/31/2009

MBE/WBE COMMITMENT

None

PLANS

Plans

None

Supplemental Plans

None

Addendum

ATTACHMENTS

	Addendum
Project-Specific Checklist Items	
Project-Specific Checklist Item	1
Reviews	
None	
Contract Award Items	
Disclosure of Lobbying Activities	
Federal Wage Rate	3
Local Agreements and Coordination	
None	
Environmental Clearances	
None	
Permits	
Environmental Due Diligence (EDD) - Contractor	4
Environmental Due Diligence (EDD) - PennDOT	4
Right of Way	
None	
Survey	
None	
Utilities Clearance	
None	
Utility Engineering	
None	
Construction Items	
Pre-Bid Construction Schedule	3
Structures and Geotechnical	
None	
Railroad Coordination	
None	
Traffic	
None	
Construction Coordination	
None	
Maintenance Items	
None	
Estimates	
None	
Comments:	