

**ECMS Highway Construction**

**Contract: 79751**

**Glenn O. Hawbaker, Inc. [REDACTED]**

**State College**

**814-237-1444 (phone)**

**estimating@go-inc.com**

Prime Business Partner

**Perry County**

**SR 849, Section 010**

**SR 849 Crk Rd 4th St Rsr**

Location

**P-D0084908010-0890-381-2**

**P-90084907011-0890-326-2**

**P-90084907011-0890-326-2**

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 Addendum is as follows:

**Addendum No. 1, (A1), dated 04/14/2008**

THIS AGREEMENT, Made this 7 day of *May* A.D. 2008, between the Commonwealth of Pennsylvania by the Secretary of Transportation, hereinafter called the Commonwealth and *Glenn O. Hawbaker, 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 Commonwealth, 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 **\$1,074,049.00** 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), are made a part of this contract and accepted as such, also the drawings of the project, prepared and/or approved by the 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:

SR 0849-010 and SR 0849-011 is a PennDOT oversight General Maintenance project consisting of base repair, milling and overlaying, updating existing drainage, guiderail, line painting, and other miscellaneous construction, all as indicated on the approved drawings included in the Bid package for STATE ROUTE 0849, SECTION 010 and STATE ROUTE 0849, SECTION 011, in PERRY COUNTY, OLIVER & JUNIATA TOWNSHIPS, from Creek Road at Segment 0240 Offset 1898 to Fourth Street at Segment 0294 Offset 1077, for an overall project length of 14,241.00 linear feet (2.69 miles).

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 Department of Transportation. In the event that any portion of work (including materials supplied pursuant thereto) performed by the Contractor is rejected by the Department's 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 Department. 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 Chief Highway Engineer of the Department of Transportation on or before the expiration date of **09/12/2008**. 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 Chief Highway Engineer within the aforementioned time allowed, the Department 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

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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 Department 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 Department, 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 owner 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 Department, 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 Department 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 General Conditions; the Specifications of the Commonwealth of Pennsylvania, Department of Transportation, currently in effect; the Supplements, Special Provisions and/or Conditions; and any other addenda or requirements, contained in the 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 Department 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 consent in writing of the Secretary of Transportation.

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 Commonwealth of Pennsylvania 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 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

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materials supplied in performing work on this project. Both bonds are attached to and made a part of this contract.

13. Conditioned upon compliance by the Contractor with all pertinent conditions and procedures contained in the contract, claims for damages or extra costs in excess of three hundred dollars (\$300.00) arising out of disputes pertaining to this contract shall be referred to the Board of Claims pursuant to Section 1724(a) of the Commonwealth Procurement Code, 62 Pa. C.S. § 1724(a).

14. If for any reason the Commonwealth Procurement Code is inoperative or the Board of Claims cannot function, such claims shall be referred and decided by a panel consisting of the Secretary of Transportation and the General Counsel or their respective deputy or deputies.

15. The Contractor hereby further agrees to receive and the Commonwealth 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 Secretary of Transportation.

16. The Contractor certified in his, her, its or their bid submission (covering federal aid projects only) 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.

17. 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.

## Fiscal Information:

**Recorded Number:** 79751  
**Certified Fund Available Under Activity Program:** 381/326  
**Symbol:** 010-008-187/916 - 07/08-1-9  
**Amount:** \$1,074,049.00

## Contract Workflow Status

Status	Name	Disposition	Date/Time
Draft	Becki G Mescher-Vuxta/PennDOT	Award	05/01/2008 03:35 PM
Contractor Review	Aian G Hawbaker/PennDOT BP-000394-Secretary	Sign	05/01/2008 03:49 PM
BOD CMD Review	Christina M Troutman/PennDOT	Accept	05/01/2008 03:52 PM
BOD Director Review	Brian D Hare/PennDOT	Sign	05/01/2008 06:42 PM
Chief Counsel Preliminary Review	Jody King/PennDOT	Accept	05/05/2008 03:48 PM
Chief Counsel Final Review	Michael H Kline/PennDOT	Accept	05/06/2008 09:16 AM

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Comptroller Review  
CMD Execute

Cheryl A Daubenspeck/PennDOT  
Jeffry L Sanders/PennDOT

Accept  
Submit

05/07/2008 07:56 AM  
05/07/2008 08:47 AM

## Addenda

### Addendum : 1

**Description:**

SR 0849-010 and SR 0849-011 is a PennDOT oversight General Maintenance project consisting of base repair, milling and overlaying, updating existing drainage, guiderail, line painting, and other miscellaneous construction, all as indicated on the approved drawings included in the Bid package for STATE ROUTE 0849, SECTION 010 and STATE ROUTE 0849, SECTION 011, in PERRY COUNTY, OLIVER & JUNIATA TOWNSHIPS, from Creek Road at Segment 0240 Offset 1898 to Fourth Street at Segment 0294 Offset 1077, for an overall project length of 14,241.00 linear feet (2.69 miles).

**Estimated Project:** \$1,196,976.50  
**Federal Project Status:** Non - Federal (100% State)  
**MBE/WBE:** 4% / 2%  
**Structure Work:** 0.75%  
**Wage Rates:** Yes  
**Project Type:** Standard  
**State Type of Work:** RESURFACING/OVERLAYS  
**Prequalification Required:** Yes  
**Pre-Bid Meeting:** None  
**Scheduled Let:** 04/17/2008 11:00 AM  
**New Let:**  
**Anticipated NTP:** 06/02/2008  
**Required Completion:** 09/12/2008

### Additional Information

None

### Item and Quantity

REVISE the quantities for the following items:  
0616-1204 9605-0002  
ADD Item 0605-2070.

### Special Provision

None

### Other

Revised plan sheets will be provided to the successful bidder at the Pre-Construction Meeting.

## BID ITEMS

Item	Description	Quantity	Unit Price	Item Total	Addendum
4201-0001	CLEARING AND GRUBBING (MODIFIED)	1.000	\$4,500.00	\$4,500.00	
0203-0001	CLASS 1 EXCAVATION	106.000	\$12.00	\$1,272.00	
0204-0001	CLASS 2 EXCAVATION	40.000	\$80.00	\$3,200.00	
0204-0150	CLASS 4 EXCAVATION	321.000	\$12.00	\$3,852.00	
0205-0363	SELECTED BORROW EXCAVATION ROCK, CLASS R-3	230.000	\$31.00	\$7,130.00	
0205-0364	SELECTED BORROW EXCAVATION ROCK, CLASS R-4	51.000	\$84.00	\$4,284.00	
0205-0381	SELECTED BORROW EXCAVATION, COARSE AGGREGATE, NO. 1	75.000	\$40.00	\$3,000.00	
0409-0395	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64-22, < 0.3 MILLION ESALS, 9.5 MM MIX, SRL-L	178.000	\$125.00	\$22,250.00	
0409-4382	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, RPS, PG 64-22, < 0.3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-H	41,160.000	\$6.00	\$246,960.00	
0409-7370	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA BINDER COURSE (LEVELING), PG 64-22, < 0.3 MILLION ESALS, 19.0 MM MIX	7,406.000	\$50.00	\$370,300.00	
0460-0002	BITUMINOUS TACK COAT	6,172.000	\$1.00	\$6,172.00	
0601-5901	CLEANING EXISTING PIPE CULVERTS, DIAMETERS UP TO AND INCLUDING 36"	100.000	\$19.00	\$1,900.00	
0601-7008	15" REINFORCED CONCRETE PIPE, TYPE A, 20' - 1.5' FILL	109.000	\$100.00	\$10,900.00	
0601-7029	24" REINFORCED CONCRETE PIPE, TYPE A, 20' - 1.5' FILL	57.000	\$190.00	\$10,830.00	

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Item	Description	Quantity	Unit Price	Item Total	Addendum
0601-7074	48" REINFORCED CONCRETE PIPE, TYPE A, 20' - 1.5' FILL	45.000	\$270.00	\$12,150.00	
0605-2070	TYPE M INLET, BICYCLE SAFE GRATE	1.000	\$2,600.00	\$2,600.00	1
0605-2180	TYPE S INLET	3.000	\$2,650.00	\$7,950.00	
0608-0001	MOBILIZATION	1.000	\$47,000.00	\$47,000.00	
0609-0008	INSPECTOR'S FIELD OFFICE AND INSPECTION FACILITIES, TYPE C	1.000	\$9,400.00	\$9,400.00	
0609-0009	EQUIPMENT PACKAGE	1.000	\$2,000.00	\$2,000.00	
0616-1201	CONCRETE END SECTIONS FOR 15" PIPE	1.000	\$1,310.00	\$1,310.00	
0616-1204	CONCRETE END SECTIONS FOR 24" PIPE	1.000	\$1,600.00	\$1,600.00	1
0616-1210	CONCRETE END SECTIONS FOR 48" PIPE	2.000	\$3,450.00	\$6,900.00	
0619-0570	PERMANENT IMPACT ATTENUATING DEVICE, TYPE III, TEST LEVEL 3	15.000	\$1,800.00	\$27,000.00	
0620-0010	TYPICAL AND ALTERNATE CONCRETE BRIDGE BARRIER TRANSITION WITHOUT INLET PLACEMENT	4.000	\$1,570.00	\$6,280.00	
0620-0400	TERMINAL SECTION, SINGLE	9.000	\$53.00	\$477.00	
0620-0503	REMOVE EXISTING GUIDE RAIL (CONTRACTOR'S PROPERTY)	4,708.000	\$1.05	\$4,943.40	
0620-1075	TYPE 2-S GUIDE RAIL	3,913.000	\$14.60	\$57,129.80	
0620-1100	TYPE 2-SC GUIDE RAIL	350.000	\$23.00	\$8,050.00	
0620-1125	TYPE 2-SCC GUIDE RAIL	350.000	\$40.00	\$14,000.00	
0686-0040	CONSTRUCTION SURVEYING, TYPE C	1.000	\$3,000.00	\$3,000.00	
0689-0001	NARRATIVE SCHEDULE	1.000	\$507.30	\$507.30	

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Item	Description	Quantity	Unit Price	Item Total	Addendum
0802-0001	TOPSOIL FURNISHED AND PLACED	258.000	\$55.00	\$14,190.00	
4804-0011	SEEDING AND SOIL SUPPLEMENTS - FORMULA B (MODIFIED)	49.000	\$26.00	\$1,274.00	
0845-0001	UNFORESEEN WATER POLLUTION CONTROL	1,000.000	\$1.00	\$1,000.00	
0865-0001	SILT BARRIER FENCE, 18" HEIGHT	100.000	\$5.50	\$550.00	
0901-0001	MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION	1.000	\$8,000.00	\$8,000.00	
0901-0320	4" STANDARD PAVEMENT MARKINGS, PAINT & BEADS, YELLOW	93,000.000	\$0.09	\$8,370.00	
0901-0330	4" STANDARD PAVEMENT MARKINGS, PAINT & BEADS, WHITE	31,000.000	\$0.09	\$2,790.00	
0931-0001	POST MOUNTED SIGNS, TYPE B	37.000	\$27.00	\$999.00	
0937-0339	FLEXIBLE DELINEATOR POST, GROUND-MOUNT TYPE GM-2, RED POST WITH WHITE/BLANK SHEETING	30.000	\$27.50	\$825.00	
0962-1000	4" WHITE WATERBORNE PAVEMENT MARKINGS	31,000.000	\$0.09	\$2,790.00	
0962-1005	4" YELLOW WATERBORNE PAVEMENT MARKINGS	31,000.000	\$0.09	\$2,790.00	
9000-0003	TEMPORARY DIVERSION SYSTEM	1.000	\$3,200.00	\$3,200.00	
9000-1000	GRADE ADJUSTMENT OF SANITARY SEWER MANHOLE	11.000	\$900.00	\$9,900.00	
9309-9007	SUPERPAVE BASE REPLACEMENT 7" FLEXIBLE	2,127.000	\$30.50	\$64,873.50	
9601-7016	14"X23" HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE	84.000	\$200.00	\$16,800.00	
9605-0002	TYPE F INLET	5.000	\$4,100.00	\$20,500.00	1

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Item	Description	Quantity	Unit Price	Item Total	Addendum
9616-1202	CONCRETE END SECTION FOR 14"X23" ELLIPTICAL CONCRETE PIPE	3.000	\$1,850.00	\$4,950.00	

9858-0001	SEDIMENT FILTER BAG	1.000	\$1,400.00	\$1,400.00	
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**Contract Total:** \$1,074,049.00

**Bid Total:** \$1,074,049.00

## 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".

### G101A - a00101 GOVERNING SPECIFICATIONS AND APPLICABLE DESIGNATED SPECIAL PROVISIONS

Addendum : None

Associated Item(s): None

Header:  
GOVERNING SPECIFICATIONS AND APPLICABLE DESIGNATED SPECIAL PROVISIONS

**Provision Body:**

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

Specifications 408/2007, **Change No. 2, effective 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

4% 2%

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.

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 *(fill in)* % 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.

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## G901A - a00901 ALTERNATE EROSION AND SEDIMENTATION CONTROL PLAN

Addendum : None

Associated Item(s): None

**Header:**

ALTERNATE EROSION AND SEDIMENTATION CONTROL PLAN

**Provision Body:**

Comply with these requirements when submitting an alternate plan for accomplishing equal or better temporary and permanent erosion and water pollution control. Do not start work until the alternate erosion and sedimentation control plan, schedules, and operation methods have been approved by the Department and the Department of Environmental Protection, or by the Department and the County Conservation District, as applicable.

Apply for any earth disturbance permits or permit amendments not included in the proposal documents that are required because of the nature of the contemplated construction procedures.

Prepare and furnish, with the applications, plans and documents that are required by the Department of Environmental Protection or the County Conservation District.

Provide simultaneously to the District Engineer a copy of all plans and documents that affect the construction requirements.

Provide immediately to the District Engineer any modifications that are made to the plans and documents that are required by the Department of Environmental Protection or the County Conservation District.

Obtain the approval of the Department and the permit from the Department of Environmental Protection prior to beginning any work when a permit is required, and the approval of the Department and the County Conservation District when a permit is not required.

Acquire areas outside of the right-of-way that are necessary for erosion and sedimentation control. Proceed with the agreement procedure described in Section 105.14 (Borrow Areas and Waste Areas).

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## G1101A - a01101 CONSTRUCTION PROCEDURES - EROSION AND SEDIMENTATION CONTROL

Addendum : None

Associated Item(s): None

**Header:**

CONSTRUCTION PROCEDURES - EROSION AND SEDIMENTATION CONTROL

**Provision Body:**

1. Observe the applicable following procedures during the entire period of construction as directed:

(a) Conduct all operations as specified in the erosion and sedimentation control plan and in such a manner to minimize turbidity in streams. Do not discharge water containing sediments or pollutants into the streams.

(b) Direct flowing water away from project construction areas.

(c) Limit movement of equipment through the streambed in accordance with the approved plan so as to prevent unnecessary siltation or disturbance. Permit equipment to cross flowing channels only on rock roadways and/or bridges to prevent constant turbulency and siltation.

Construct rock crossings, causeways or cofferdams with rock having a minimum size of 75 mm (3 inches) or larger as directed; also, the surface may be choked with stone aggregate having a minimum size of 9.5 mm (3/8-inch). Do not use earth or other materials which may cause sedimentation, for any crossings, causeways or cofferdams.

(d) Seed and/or stabilize all stream banks immediately upon completion of grading.

(e) Seed all cut and fill slopes when they have reached a vertical height of 4.5 m (15 feet). On areas where permanent seeding will not be performed within a period of 20 days after the excavation or embankment operations have been completed place temporary seeding (annual Ryegrass) and mulching on all soil areas.

(f) Control the entire grading area at all times during construction by placing the erosion and sedimentation control devices that can be installed prior to disturbing the earth and the stabilization devices as soon as the required earthwork

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has been performed.

(g) For any excavation material stockpiled more than 20 days, take interim stabilization measures to minimize erosion of the stockpile slopes.

(h) Clean the sedimentation structures during construction as specified in Section 861. Dispose of silt fencing and sediment removed from the project, as directed.

(i) Separate all water originating outside of the project from that originating within.

(j) During the life of the contract, be responsible for the maintenance of all erosion and sedimentation control devices.

(k) Seed all borrow and waste areas in accordance with the approved plans and with item (e) above.

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### G1401A - a01401 EQUAL EMPLOYMENT OPPORTUNITY WITH PREQUALIFICATION

**Addendum :** None

**Associated Item(s):** None

**Header:**

EQUAL EMPLOYMENT OPPORTUNITY WITH PREQUALIFICATION

**Provision Body:**

I. The Contractor's Prequalification Statement together with any approved revisions or amendments will constitute an approved Affirmative Action Program and is hereby incorporated in this contract by reference.

II. Insert all advertisements for employees in connection with this contract in newspapers having a large circulation in the area of the construction work among minority groups. Include, but do not limit to, such newspapers as listed below:

Philadelphia Afro-American, 427 S. Broad St., Philadelphia, PA 19147

Philadelphia Tribune, 522 S. 16th St., Philadelphia, PA 19146

Pittsburgh Courier, 315 E. Carson St., Pittsburgh, PA 15219

III. Conduct and direct systematic recruitment of employees in connection with this contract through public and private employee referral sources likely to yield qualified minority group applicants, including but not limited to the schools, colleges, and minority group organizations listed below:

Cheyney University, Chester & Creek Roads, Cheyney, PA 19319

Lincoln University, Oxford, PA 19352

California University, California, PA 15419

West Chester University, West Chester, PA

NAACP, Labor and Industry Committees

Community Action Centers

O.I.C. Technical and Vocational Schools

Black Community Centers

Black Ministers

CORE

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### G60A - a03001 NIGHT SHIFT

**Addendum :** None

**Associated Item(s):** None

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**Header:**  
NIGHT SHIFT

**Provision Body:**

If starting normal workday before 6:00 a.m. or at or after 12:00 noon, give the Assistant Construction Engineer written notice sixteen (16) days before starting.

Do not work on Sundays unless approved by the District Engineer sixteen (16) days in advance.

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## G3401A - a03401 PREVAILING WAGE ACT

**Addendum :** None

**Associated Item(s):** None

**Header:**  
PREVAILING WAGE ACT

**Provision Body:**

Submit bids on this project in compliance with the Pennsylvania Prevailing Wage Act, as specified in Section 107.22. If that Act or any portion thereof is finally determined by a court to be invalid and unenforceable, any savings realized by the Contractor as a result of such invalidation accrue to the benefit of the Department or its designee. The prospective bidder agrees, by submitting this bid, to make payroll records available for audit by the Department. In the event that the bidder fails to afford the Department or its designee the benefit of any savings realized under this paragraph the Department will have the right to withhold payments from this or any other contract in an amount equal to the savings realized plus interest.

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## G3501B - a03501 RECIPROCAL LIMITATIONS ACT REQUIREMENTS FOR CONSTRUCTION

**Addendum :** None

**Associated Item(s):** None

**Header:**  
RECIPROCAL LIMITATIONS ACT REQUIREMENTS FOR CONSTRUCTION

**Provision Body:**

**I. REQUIREMENTS AND DISCRIMINATING STATES -**

(a) States Which Apply Preference Favoring In-State Bidders. The Reciprocal Limitations Act, Act 146 of 1986, requires the Commonwealth agencies to give resident bidders a preference against a nonresident bidder from any state that gives or requires a preference to bidders from that state. The amount of the preference will be equal to the amount of the preference applied by the state of the nonresident bidder. The following is a list of the states which have been found by the Commonwealth agencies to have applied a preference for in-state bidders and the amount of the preference:

STATE PREFERENCE

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1. Arizona 5% (construction materials from Arizona resident dealers only)2. Montana3%3. Wyoming 5%

(b) States Which Prohibit Use of Out-of-State Goods, Supplies, Equipment, or Materials. The Reciprocal Limitations Act also requires that the Commonwealth agencies not specify, use, or purchase any goods, supplies, equipment, or materials which are produced, manufactured, mined, or grown in any state that prohibits the specification, use, or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined, or grown in that state. The following is a list of the states which have been found by the Commonwealth agencies to have prohibited the use of out-of-state goods, supplies, equipment, materials, or bidders and the type of prohibition:

## STATE PROHIBITION

1. Georgia Forest Products Only2. New Mexico Construction3. New Jersey Chain Link Fence, Portable Sanitation Units, Storage Batteries, Hardware Supplies, Fasteners, Lumber, Building Supplies

If a bid discloses that the bidder is offering to supply the above listed products from the states listed above, it will be rejected. Contractors are prohibited from supplying these items from these states.

## II. CALCULATION OF PREFERENCE -

In calculating the preference, the amount of a bid submitted by a Pennsylvania resident bidder will be reduced by the percentage preference which would be given to a nonresident bidder by its state of residency, only for the purpose of determining the apparent low bidder.

## III. FOREST OR LUMBER PRODUCTS -

If the project requires the Contractor to provide forest or lumber products for the construction of the project, certify that the lumber or forest products which will be provided were not grown or harvested in a state or foreign country listed in paragraph I.(b) above. Failure to certify, may result in the rejection of the bid.

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## G4301C - a04301 UTILITIES--THE REQUIREMENT TO LIST INFORMATION

Addendum : None

Associated Item(s): None

### Header:

UTILITIES--THE REQUIREMENT TO LIST INFORMATION

### Provision Body:

I. Cooperate with the public utility companies and local authorities in the placement, replacement, relocation, adjustment, or reconstruction of their structures and facilities during construction.

II. Contact all utility representatives at least 15 calendar days prior to starting operations.

### III. Specifics:

(a) PRIOR: Anticipated completion before the Notice to Proceed is issued. Use actual or anticipated completion date.

(b) RESTRICTIVE: To be completed by the UTILITY before operating without restriction. Number of calendar days required AFTER THE DATE OF NOTICE TO PROCEED.

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- (c) **CONCURRENT:** Simultaneous with, but not restricting, operations. Number of calendar days required.
- (d) **COORDINATED:** Phasing with specific construction operations. Number of calendar days required AFTER COMPLETION OF SPECIFIC CONSTRUCTION OPERATIONS.
- (e) **NOT AFFECTED:** Identifies UTILITY with facilities in the construction area not anticipated to be affected. Specific information may be provided by the UTILITY.
- (f) **INCORPORATED:** Utility relocation work to be incorporated into the prime highway construction contract.
- (g) **CONDITIONAL RESTRICTIONS AND TIME REQUIREMENTS:** Identify conditions affecting the utility's ability to perform work, i. e. : certain times of the day, week or year that a facility can not be shut down, acquisition of Right-of-Way by the state, demolition of buildings, relocation of buildings, relocation of other utilities, etc. show number of calendar days.

## PPL ELECTRIC UTILITIES CORPORATION

Contact: Joe Bartoszek, telephone 610-774-6074

RESTRICTIVE CALENDAR DAYS: 35

COORDINATED CALENDAR DAYS: 0

RESTRICTIVE -(Aerial)- SR 849: Station 106+70 to Station 121+45 LT/RT. The utility will relocate and replace six (6) poles, one (1) anchor guy and overhead conductors. Twenty (20) calendar days required.

RESTRICTIVE -(Aerial)- SR 849: Station 106+70 to Station 121+45 LT/RT. The utility will remove five (5) poles, one (1) anchor guy and overhead conductors. Fifteen (15) calendar days required.

## THE UNITED TELEPHONE COMPANY OF PENNSYLVANIA

Contact: Lenny Kutz, telephone 717-245-6786

RESTRICTIVE CALENDAR DAYS: 11

COORDINATED CALENDAR DAYS: 0

RESTRICTIVE -(Aerial)- SR 849: Station 60+55 RT. The utility will replace one (1) anchor and guy. Two (2) calendar days required.

RESTRICTIVE -(Aerial)- SR 849: Station 64+50 RT. The utility will relocate one (1) pole and telephone facilities. Three (3) calendar days required.

RESTRICTIVE -(Aerial)- SR 849: Station 131+75 LT. The utility will replace one (1) pole and transfer facilities. Two (2) calendar days required.

RESTRICTIVE -(Aerial)- SR 849: Station 133+75 LT. The utility will replace one (1) pole and transfer facilities. Two (2) calendar days required.

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RESTRICTIVE -(Aerial)- SR 849: Station 136+15 LT. The utility will replace one (1) pole and transfer facilities. Two (2) calendar days required.

### NEWPORT BOROUGH

Contact: Kevin Jacobs, telephone 717-731-1579

NOT AFFECTED -(U/G)- SR849: Station 23+82 to Station 171+00 LT/RT.

### OLIVER TOWNSHIP MUNICIPAL AUTHORITY

Contact: Kevin Jacobs, telephone 717-731-1579

PRIOR -(U/G)- SR 849: Station 148+00 to Station 171+00 LT/RT. The utility will replace nine (9) sanitary sewer laterals. This work is anticipated to be completed by April 21, 2008.

INCORPORATED -(U/G)- SR 849: Station 148+00 to Station 171+00 LT/RT. Install eleven (11) sanitary sewer manhole extensions as directed. See special provision item 9000-1000. Notify utility two (2) weeks prior to start of work.

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## G4801B - a04801 PRICE ADJUSTMENT FOR DIESEL FUEL COST FLUCTUATIONS

Addendum : None

Associated Item(s): None

### Header:

PRICE ADJUSTMENT FOR DIESEL FUEL COST FLUCTUATIONS

### Provision Body:

I. These requirements provide for a price adjustment in the form of a payment to the Contractor or a rebate to the Department for fluctuations in the cost of diesel fuel consumed in the performance of applicable construction work.

(a) General. These price adjustment provisions apply to contract items in the contract schedule of prices as grouped by category. Category descriptions and the fuel usage factors which are applicable to each are as follows:

1. Categories      1.a Category A: Earthwork. Contract items performed under Sections 203, 204, and 205, including any modified standard or nonstandard item where the character of the work to be performed is considered earthwork. The total of the applicable item plan quantities must exceed 38,250 m<sup>3</sup> (50,000 CY).

1.b Category B: Subbase and Aggregate Base Courses. Contract items constructed under Sections 320, 321, 341, 342, and 350 including any modified standard or nonstandard item where the character of the work to be performed is considered construction of a subbase or aggregate base course. The total of the applicable item plan quantities must exceed 4,535 tonnes (5,000 tons)

1.c Category C: Flexible Bases and Pavements. Contract items constructed under Sections 305, 309, 360, 409,

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420, 421, 422, 423, 424, 430, 431, 439, 440, 470, 471, 472, 480, 481, 651, 653, 654, 656 and 657, including any modified standard or nonstandard item where the character of the work to be performed is considered construction of a flexible base or pavement. The total of the applicable item plan quantities must exceed 4,535 tonnes (5,000 tons).

1.d Category D: Rigid Bases and Pavements. Contract items constructed under Sections 301, 302, 303, 501, 502, 505, 506, and 658, including any modified standard or nonstandard item where the character of the work to be performed is considered construction of a rigid base or pavement. The total of the applicable item plan quantities must exceed 8,350 m<sup>2</sup> (10,000 SY).

1.e Category E: Structures. Structure (s) having an "S" drawing and a cumulative bid price that exceeds \$250,000, based upon the total lump sum price for each structure including any associated items of work (i.e. AND items) not grouped under Categories A thru D.

## 2. Diesel Fuel Usage Factors - METRIC UNITS

Category	Factor	Factor
A - Earthwork	1.68	Liters per m <sup>3</sup>
B - Subbase and Aggregate Base Courses	2.59	Liters per tonne
C - Flexible Bases and Pavements	12.43	Liters per tonne
D - Rigid Bases & Pavements	4.85	Liters per m <sup>3</sup>
E - Structures	30.28	Liters per \$ 1,000 of work performed

## 3. Diesel Fuel Usage Factors - ENGLISH UNITS

Category	Factor	Units
A - Earthwork	0.34	Gallons per CY
B - Subbase and Aggregate Base Courses	0.62	Gallons per ton
C - Flexible Bases & Pavements	2.98	Gallons per ton
D - Rigid Bases & Pavements	0.98	Gallons per CY
E - Structures	8.00	Gallons per \$ 1,000 of work performed

## 4. Quantity Conversion Factors - METRIC UNITS

Category Conversion Factor

B m<sup>2</sup> to tonne 2 kg/mm of depth/m<sup>2</sup> C m<sup>2</sup> to tonne 2.5 kg/mm of depth/m<sup>2</sup> D m<sup>2</sup> to m<sup>3</sup> mm of depth/1000

## 5. Quantity Conversion Factors - ENGLISH UNITS

Category Conversion Factor

B SY to ton 90 lbs/inch of depth/SY C SY to ton 120 lbs/inch of depth/SY D SY to CY inches of depth/36

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II. The Department posts a monthly index price for Low Sulfur (LS), No. 2 Diesel Fuel using price data obtained, on the last Wednesday of the preceding month, from the Oil Price Information Service (OPIS), which publishes a weekly report on gasoline and distillate reseller prices for cities in the Eastern U.S. Price data reported for Harrisburg, Philadelphia, and Pittsburgh is averaged together to determine the statewide index price.

The price index in the bid proposal, FB, will be the index price posted by the Department, determined as specified above, for the month in which the project is advertised.

### PRICE INDEX (FB) FOR DIESEL FUEL

PER LITER(PER GALLON) = \$ *(is as found in the Project Specific Details, Detail 1)*

The price index at the time of performance, FP, will be the index price posted by the Department, determined as specified above, for the month during which applicable contract work is performed.

III. Price Adjustment Criteria and Conditions. The following criteria and conditions will be considered in determining a price adjustment for diesel fuel cost fluctuations.

(a) No Price Adjustment. When the ratio FP/FB falls within the range of 0.95 to 1.05, no price adjustment will be made for any diesel fuel consumed in construction work during the relevant month.

(b) Price Rebate. When the ratio FP/FB is calculated to be less than 0.95, the Department will receive an automatic price rebate determined in accordance with the following formula:

$$P.R. = (0.95 - FP/FB)(Q)(FB)(F)$$

where: P.R. = Price Rebate  
FP = Price Index for the month during which the diesel fuel is consumed in the performance of applicable construction work.  
FB = Price Index in the Bid Proposal  
Q = Quantity of eligible Category items as reported on current Estimates. Item quantities will be converted, as necessary, to agree with the units associated with the applicable Diesel Fuel Usage Factor.  
F = Diesel Fuel Usage Factor.

(c) Price Increase. When the ratio FP/FB is calculated to be greater than 1.05, the Contractor will receive a price increase to be determined in accordance with the following formula:

$$P.I. = (FP/FB - 1.05)(Q)(FB)(F)$$

where: P.I. = Price Increase  
FP = Price Index for month during which the diesel fuel is consumed in the performance of applicable construction work.  
FB = Price Index in the Bid Proposal  
Q = Quantity of eligible Category items as reported on current Estimates. Item quantities will be converted, as necessary, to agree with the units associated with the applicable Diesel Fuel Usage Factor.  
F = Diesel Fuel Usage Factor.

(d) Payment/Rebate. The price adjustment will be paid, or rebated, upon approval of a work order to be prepared after completion of all work. Cumulative price adjustments amounting to less than \$1,000 will be disregarded. Upon written request by the Contractor, partial payments may be made, prior to total completion, when the unpaid accrued price increase exceeds \$10,000 or once every 12 months.

(e) Expiration of Contract Time. When eligible items of work are performed after expiration of contract time and liquidated damages are chargeable the value of FP used to compute the price adjustment will be either the Price Index at the time of actual performance or the Price Index at the time contract time expired, whichever is less.

(f) Final Quantities. Upon completion of the work and determination of final pay quantities, an adjusting work order will be prepared to reconcile any difference between estimated quantities previously paid and the final quantities. In this situation, the value for FP used in the price adjustment formula will be the average of all FP's previously used for

computing price adjustments.

(g) Inspection of Records. The Department, through the Office of Inspector General, reserves the right to inspect the records of the prime contractor and its subcontractors and material suppliers to ascertain actual pricing and cost, information for the diesel fuel used in the performance of applicable items of work.

(h) Extra Work. When applicable items of work, as specified herein, are added to the contract as Extra Work, in accordance with the provisions of Section 110.03, no price adjustment will be made for fluctuations in the cost of diesel fuel consumed in the performance of the extra work, unless otherwise approved by the Engineer. The current price for diesel fuel is to be used when preparing required backup data for extra work to be performed at a negotiated price. For extra work performed on force account basis, reimbursement for material, equipment, and service by others costs along with specified overhead and profit markups will be considered to include full compensation for the current cost of diesel fuel.

## Project Specific Details

1. The per gallon cost as referenced in Para II. is: \$2.81 per gallon.

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## G4901A - a04901 PRICE INDEX FOR ASPHALT CEMENT

Addendum : None

Associated Item(s): None

### Header:

PRICE INDEX FOR ASPHALT CEMENT

### Provision Body:

The price index for asphalt cement (PG 64-22), as determined by the Department is **\$364.00 per ton**. Use this price index in accordance with Section 110.04 PRICE ADJUSTMENT OF BITUMINOUS MATERIALS.

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## G95B - a05101 ROAD USERS LIQUIDATED DAMAGES

Addendum : None

Associated Item(s): None

### Header:

ROAD USERS LIQUIDATED DAMAGES

### Provision Body:

Road Users Liquidated Damages as specified in Section 108.07(b) will be assessed as follows:

\$300.00 per day or any part of a day that all lanes of traffic are not open to normal unrestricted traffic flow as specified in Item 0901-0001.

**G110A - a05110 START OF WORK**

Addendum : None

Associated Item(s): None

Header:  
START OF WORK

**Provision Body:**

Notify the Assistant District Engineer for Construction three days prior to the actual start of work.  
Keep constant liaison with the Assistant District Engineer for Construction as to any changes to the date of starting work.

**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.

/p>

**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.

/p>

**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.

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**G7015A - a07015 CHANGES TO SPECIFICATIONS: SECTION 110**

**Addendum :** None

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 xPercent Bitumen\*\*

\* 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/m<sup>3</sup> (62.4 pounds per cubic feet).

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\*\* 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.

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### N10601A - a10601 DRIVE ADJUSTMENTS

**Addendum :** None

**Associated Item(s):** None

**Header:**  
DRIVE ADJUSTMENTS

**Provision Body:**

Adjust driveways as indicated or directed. Any excavation necessary will not be paid for separately but will be considered incidental to the material used for paving the drive.

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### G50C - a10805 GUIDE RAIL MOUNTED DELINEATORS

**Addendum :** None

**Associated Item(s):** None

**Header:**  
GUIDE RAIL MOUNTED DELINEATORS

**Provision Body:**

In accordance with Section 937 and as follows:

Section 937.2 MATERIAL - Revise by adding the following:

Guide rail mounted delineators from a manufacturer listed in Publication 35 (Bulletin 15).

Section 937.3 CONSTRUCTION - Revise by adding the following:

On strong post guide rail, install both a Type D web mounted delineator and a Type B offset bracket mounted delineator at 37.5-foot spacing on curves and at 75-foot spacing on tangents.

On weak post guide rail, install both a Type D web mounted delineator and a Type C guide rail post mounted delineator at 37.5-foot spacing on curves and at 75-foot spacing on tangents.

On two, three, or four-lane undivided roadways, use two-sided white/white on right side of roadway.

On ramps, use two-sided white/red on right side of ramp.

On ramps, use two-sided yellow/red on left side of ramp.

On divided highways, use one-sided white on right side of roadway.

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On divided highways, use one-sided yellow on median guide rail.

In addition to the above, place both a one-sided yellow Type D web mounted delineator and a one sided yellow Type B offset bracket mounted delineator (for strong post) or a one sided yellow Type C guide rail post mounted delineator (for weak post) at the following locations: At the post closest to the end of a flared or radius section of guide rail where the guide rail becomes parallel to the roadway centerline.

At the post closest to where guide rail transitions to a barrier or bridge parapet.

Section 937.4 MEASUREMENT AND PAYMENT - Revise completely as follows:

This will be incidental to the work specified in Section 620.

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## S2051A - b02051 SECTION 205 - BORROW EXCAVATION

**Addendum :** None

**Associated Item(s):** None

**Header:**

SECTION 205 - BORROW EXCAVATION

**Provision Body:**

Section 205.1(c) Selected Borrow Excavation. Revise as follows:

(c) Selected Borrow Excavation. Excavation or obtaining material for use in specific items of work, in accordance with Section 703.2 or Section 850.2(a), from sources outside the limits of the project that cannot be measured before and after excavation.

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## S4091B - b04091 SECTION 409.3

**Addendum :** None

**Associated Item(s):** None

**Header:**

SECTION 409.3

**Provision Body:**

Section 409.3(b) Weather Limitations. Replace the first sentence with the following:

Do not place HMA wearing and binder paving mixtures from October 16 to March 31, unless allowed in writing by the District Engineer/Administrator.

Section 409.3(b)1. Wearing Courses. Delete this subsection.

Section 409.3(d) Hauling Equipment. Revise to read as follows:

(d) Hauling Equipment. Haul the mixtures in tightly sealed vehicles that do not contain petroleum oils, solvents, or other materials that adversely affect bituminous concrete. Provide covers of sufficient size and quality to protect the entire load under all conditions. Maintain the proper and uniform placement temperature specified in Section 409.3(h)1. Provide insulation on all sides and the bottom of the truck body or a heated truck body when the air temperature is below 10C (50F). Place insulation on the inside surfaces of the hauling vehicle. All areas not effectively heated must be insulated. Provide a 10mm (3/8") diameter hole near the center and approximately two-thirds the distance down from the top of the

vehicular box, on both sides, to allow for temperature checks.

Section 409.3(k)1.a General.

Revise the second paragraph to read:

Before placing abutting lanes, paint the entire area of the joint with a very thin coating of bituminous material, PG 64-22.

Section 409.3(k)1.b Vertical Joints.

Replace the first bullet with the following:

oThe Contractor may use vertical joints for base and binder courses.

Section 409.3(k)1.c Notched Wedge Joints.

Add the following bullet to the beginning:

oThe Contractor will use notched wedge joints for all wearing courses.

Replace the first bullet with the following:

oThe Contractor may use notched wedge joints for binder courses with  $\leq$  19.0mm nominal maximum aggregate size mix designs.

Section 409.3(k)2 Transverse Joints.

Revise the last two sentences to read:

Paint the joint face with a thin coating of bituminous material, PG 64-22, before placing fresh mixture against the joint face.

Section 409.3(k)3 Other Joints.

Revise to read as follows:

When placing a wearing course abutting existing pavement at locations such as paving notches, lane additions, or utility openings, seal the joint with hot, bituminous material, PG 64-22. Evenly apply the sealant a minimum of 150 mm (6 inches) on both sides of the joint. Before sealing, clean and remove harmful material from the area to be sealed. Control the application rate so residual asphalt completely fills surface voids and provides a water-tight joint. Remove excess bituminous material and immediately cover the sealed area with a light application of dry sand that is acceptable to the Representative.

Section 409.3(m) Tests for Depth: Binder and wearing courses. Revise the fourth paragraph, third sentence to read:

After the Inspector completes depth measurements, backfill with in-kind material, compact, and seal core holes with a very thin coating of bituminous material, PG 64-22.

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## S4096A - b04096 SECTION 409.3(h)1.a PLACING

Addendum : None

Associated Item(s): None

Header:

SECTION 409.3(h)1.a PLACING

Provision Body:

Section 409.3(h)1.a Placing. Revise the second paragraph to read as follows:

Use a Material Transfer Vehicle (MTV) as specified in Section 108.05(c)5 on all mainline, shoulders, and ramps for binder and wearing courses except scratch and leveling courses. Any paving pass that is less than 150 m (500 feet) may be performed without the use of the MTV.

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## S6092A - b06092 SECTION 609.2(g) MISCELLANEOUS MATERIALS

Addendum : None

Associated Item(s): None

Header:  
SECTION 609.2(g) MISCELLANEOUS MATERIALS

**Provision Body:**

**Section 609.2(g) Miscellaneous Materials. Add the following new set of bullets:**

The laser printer(s) and/or color printer(s) needed for this project will be obtained for Department use through a statewide lease agreement and not as part of the Equipment Package contract item.

A total of (See "a" in Project Specific Details) Laser Printer(s) and (See "b" in Project Specific Details) Color Printer(s) will be leased for the project.

Provide compatible toner cartridges for each laser printer and compatible ink jet cartridges for each color printer indicated above, as required. The exact make and model of laser printer and/or color printer being used on the project will not be known until the start of work. For cost estimating purposes, toner cartridges and/or ink jet cartridges furnished must be usable with the type of printer specified in Section 609.2(d)3, and Section 609.2(d)4., as applicable.

**Project Specific Details**

a. one (1)

b. one (1)

---

**S9311A - b09311 SECTION 931.2**

Addendum : None

Associated Item(s): None

Header:  
SECTION 931.2

**Provision Body:**

Revise the second bullet of Section 931.2 MATERIAL as follows:

Breakaway Steel Posts - From a manufacturer listed in Bulletin 15, and as noted in Section 1103.08, except delete Section 1103.08(a).

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**00 - c02011 ITEM 4201-0001 - CLEARING AND GRUBBING (MODIFIED)**

Addendum : None

# ECMS Highway Construction Contract 79751

Associated Item(s): 4201-0001

**Header:**

ITEM 4201-0001 - CLEARING AND GRUBBING (MODIFIED)

**Provision Body:**

In accordance with Section 201 modified as follows:

Revise the fifth paragraph of Section 201.3 CONSTRUCTION to read as follows:

Trees and shrubs along a highway previously opened to traffic belong to the property owner. Surrender all material from the removal of trees and shrubs to the owner of the abutting property. Deliver accepted wood to a nearby location as directed. Dispose of the trees and shrubs if the owner refuses to accept the wood.

Revise the sixth paragraph of Section 201.3 CONSTRUCTION to read as follows:

Trim tree branches that extend over the pavement and shoulders to attain a clear height of 25 feet.

---

## I6091C - c06091 ITEM 0609-0009 - EQUIPMENT PACKAGE

Addendum : None

Associated Item(s): 0609-0009

APPENDIX

Table A

EQUIPMENT PACKAGE	
Equipment	Quantity
Communications Equipment	
Copier (1)	One
Fax Machine (1)	One
Cellular Phone(s)	n/a
Electronic Equipment	
Digital Camera	One
Specialized Equipment	
Surveyor's Level & Measuring Rod	n/a
Electronic Digitizer	n/a
Digital Display Level	One
Infrared Thermometer	One
Laser Range Finder	n/a
<b>Miscellaneous Items</b>	
Internet Service Provider	Yes

# ECMS Highway Construction Contract 79751

Computer Media	Yes
Toners/Cartridges	Yes

(1) Unless otherwise approved, a multifunction machine may not be furnished in lieu of a separate copier and fax.

**Microcomputer Systems.** A total of one (1) microcomputer system will be used on the project.

This information is being provided to assist Bidders in meeting the requirements of Section 609.2(f), Internet Service, and Section 609.2(g), Miscellaneous Materials.

Microcomputer systems may be furnished by the Department. If microcomputer systems are to be furnished by the Contractor, as part of the construction Contract, the bid will include applicable, 0688-XXXX bid items. When indicated, furnish microcomputer systems meeting the requirements of Section 688.

## 18041A - c08041 ITEM 4804-0011 - SEEDING AND SOIL SUPPLEMENTS - FORMULA B (MODIFIED)

**Addendum :** None

**Associated Item(s):** 4804-0011

**Header:**

ITEM 4804-0011 - SEEDING AND SOIL SUPPLEMENTS - FORMULA B (MODIFIED)

**Provision Body:**

I. In accordance with Section 804, modified as follows:

Section 804.1 DESCRIPTION - Revise to read:

This work is the furnishing and placing of seed and soil supplements and mulch of the type indicated.

II. Section 804.2(d) Herbicides. Delete this section and replace with the following:

(d) Mulch. Section 805.2(a)1., for the type indicated

III. Section 804.2(e) Mow-Line Delineator Stakes. Delete this section and replace with the following:

(e) Mulch Binder. Section 805.2(b)

IV. Section 804.3(g) Mow-Line Delineation. Delete this section and replace with the following:

(g) Mulching. Section 805.3

V. Section 804.3(h) Herbicides. Delete this section.

Section 804.3(j) Maintenance. Revise the last paragraph as follows:

After the seeding, soil supplement, and mulch work on a slope has been satisfactorily completed, if a slope failure occurs, one which requires redressing, excavation, or establishment of a new slope, reapply soil supplements, reseed, and mulch as specified for the original treatment.

Section 804.4 MEASUREMENT AND PAYMENT - Revise as follows:

(a) Seeding and Soil Supplements. Kilogram(Pound)

Includes mulch and mulch binder.

Measured by the number of kilograms(pounds) of seed actually incorporated into the work, for the formula specified.

Reapplying soil supplements and reseeding and mulching on failed slope areas, as specified in Section 804.3(j), will be paid for at the contract unit price, in addition to the original accepted application of seeding, soil supplements, and mulch.

**00 - c09011 ITEM 0901-0001 - MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION**

**Addendum :** None

**Associated Item(s):** 0901-0001

**Header:**

ITEM 0901-0001 - MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION

**Provision Body:**

In accordance with Section 901 and as follows:

SR 0849 - Maintain all normal lanes of traffic for the life of this project during non-working hours and between 6:00 a.m and 8:30 a.m. When work is in progress one lane may be maintained after 8:30 a.m.

During construction of the cross pipe at Station 36+40 post a detour in accordance with Publication 213, PATA 39a. The approved detour route is SR 1024 and SR 1009. Detour traffic when schools are on summer break, tentatively May 29<sup>th</sup>, 2008 to August 25<sup>th</sup>, 2008. Verify actual dates with Richard Brocius, Transportation Coordinator at 717-567-3806. Road closure not to exceed 3 consecutive calendar days. Road Users Liquidated Damages will be charged for each day or part of a day that the road remains closed beyond 3 consecutive calendar days or if the road is closed while school is in session. Reopen the road to traffic as soon as the work is complete.

In addition to the signs shown in PATA 39a provide advance left and advance right turn signs (M4-9 R & L) at all intersections where traffic is required to turn to follow the detour route and pull thru signs (M4-9S) at all major intersection and at intervals not to exceed 1 mile.

Contact the following organizations 2 weeks prior to implementing a detour. Provide documentation to Inspector in Charge time and date that the notifications were made and the individuals name that was spoken to. Perry County Control, (Fire and EMS) 717-582-4311.  
Newport School District, 717-567-3806.  
Pennsylvania State Police, Newport, 717-567-3110,  
District 8-0 Community Relations Coordinator, Greg Penny, 717- 787-1446.  
District 8-0 Hauling Permits, Emily Brownawell, 717-787-5918.  
US Postal Service, Newport, 717-567-6622.  
Borough of Newport, 717-567-3728.  
Oliver Township, 717-567-3809.  
Juniata Township, 717-567-9514.

Maintain driveway entrances and exits at all times, unless otherwise arranged with property owner or as directed.

All signs, barricades and channelizing devices shall have approved prismatic retro-reflective sheeting.

Provide flag-person at all intersecting roadways within a lane closure.

Provide delineation of any open excavations using reflective orange fencing.

Cooperate and coordinate with any adjacent contractor in the maintenance and protection of traffic during construction. Coordinate the placement and/or removal of signs and traffic control devices throughout the duration of this contract.

# ECMS Highway Construction Contract 79751

Comply with Chapter 212, Sub-chapter E, § 212.419 "Special controls in work areas", where ever applicable. Provide a sufficient quantity of signs, barricades and lights to comply with Act 229.

The following publications govern the Work Zone Traffic Control activities: The Manual on Uniform Traffic Control Devices, 2003 Edition, Part 6 (MUTCD).

Publication 212, Official Traffic Control Devices, Sub-chapter E.

Publication 213, Work Zone Traffic Control Guidelines.

The following constitutes the Work Zone Traffic Control: Long-Term Signing - Publication 213, PATA 25 and PATA 39a. Short-Term Signing - Publication 213, PATA's 5, 7, 8, 10a and 10b.

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## 00 - c90003 ITEM 9000-0003 - TEMPORARY DIVERSION SYSTEM

**Addendum :** None

**Associated Item(s):** 9000-0003

**Header:**

TEMPORARY DIVERSION SYSTEM

**Provision Body:**

**DESCRIPTION** - This work is the construction, maintenance, and removal of a temporary diversion system, anchor, pipe, excavation, and all appurtenances.

**MATERIAL** - Geomembrane liner - Section 736.1

Sandbags - Polypropylene or acrylic material

Sand - Type B, Fine Aggregate reasonably free from clay silt, vegetation, or other foreign substances - Section 703.1

Pump - provide dewatering pump sufficient to divert stream flow but not in excess of 50% of maximum flow rate in gallons per minute as listed on the sediment filter bag label.

**CONSTRUCTION** - Construct as indicated on the Erosion and Sediment Pollution Control Plan and as follows:

Construct temporary and place pump as required to convey the normal stream flow through the work area while pipe repair work or excavation adjacent to the stream bank occurs. The Temporary Diversion System must be functional prior to any work adjacent to the stream bank.

Fill the sandbags uniformly three-fourths full and tie the choke cords. Tuck in the bottom corners of the bags after filling. Place the sandbags so the planes between the layers have the same pitch as the foundation. Place the bottom row of sandbags as headers. Place the subsequent rows of sandbags in alternate rows of stretchers and headers with the joints broken between courses. Construct the top row of sandbags of headers, where possible. Place all bags so the side seams on stretchers and choked end on headers are turned toward the center of the temporary cofferdam/anchor and are not exposed. Weave geomembrane sheet through sandbags toward upstream face of temporary diversion device.

Flooding of the work area is permitted if high water or other emergency endangering the safety of the work area occurs. Reestablish the integrity of the work area, repair damage and dewater, at no additional charge to the Department.

Remove and properly dispose of all material off-site after the temporary diversion system is no longer required. Restore the area to its original condition.

**MEASUREMENT AND PAYMENT** - Lump Sum. Includes any required excavation, grading, maintenance, removal, and

disposal

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**I20001B - c90004 ITEM 9000-1000 - GRADE ADJUSTMENT OF SANITARY SEWER MANHOLE**

**Addendum :** None

**Associated Item(s):** 9000-1000

**Header:**  
ITEM 9000-1000 - GRADE ADJUSTMENT OF SANITARY SEWER MANHOLE

**Provision Body:**

**DESCRIPTION -** This work is the grade adjustment of existing Oliver Township Municipal Authority sanitary sewer manhole frame and cover.

**MATERIAL -**

-Extension: Provided by owner.

Fixed Steel extension provided by owner. Manhole extensions to be delivered to the project site at a suitable location by the owner. Contact Mr. Clay Hockenberry at 717-215-7155 Cell or 717-567-3809 Office prior to construction to coordinate material delivery.

**CONSTRUCTION -** Section 606.3(b) and as follows:

(a)General. Contact the owner's representative, Mr. Clay Hockenberry at 717-215-7155 Cell or 717-567-3809 Office, prior to construction to arrange for inspection of this work. Inspection(s) to be made in the presence of the Engineer.

(b)Extension. Section 606.3(b).

(c)Vertical Adjustment. Set steel grade ring(s) in existing frame.

Prevent bituminous material from sealing the manhole cover.

**MEASUREMENT AND PAYMENT -** Each.

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**I3091A - c93091 ITEM 9309-9007 - SUPERPAVE BASE REPLACEMENT, 7" DEPTH, FLEXIBLE PAVEMENT**

**Addendum :** None

**Associated Item(s):** 9309-9007

**Header:**  
ITEM 9309-9007 - SUPERPAVE BASE REPLACEMENT, 7" DEPTH, FLEXIBLE PAVEMENT

**Provision Body:**

DESCRIPTION - This work is replacing the existing pavement with the Superpave Asphalt Mixture Design, HMA Base Course.

**MATERIAL -**

Superpave Asphalt Mixture Design, HMA Base Course, PG 64-22, 0.3 to < 3 Million ESALS, 25.0 mm Mix - Section 309.2.

Subbase - Section 350.2

CONSTRUCTION - Excavate as specified in Section 203.3(c)3 and dispose of all unsuitable and surplus material. Construct the above-mentioned Superpave (Hot-Mix Asphalt) base course as specified in Section 309.3. When indicated, construct subbase, of the thickness specified and to the bottom of the proposed base replacement, as specified in Section 350.3.

MEASUREMENT AND PAYMENT - Square Yard

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**00 - c96011 ITEM 9601-7016 - 14"x23" HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE, TYPE A, < 1.5' FILL**

**Addendum :** None

**Associated Item(s):** 9601-7016

**Header:**

ITEM 9601-7016 - 14" x 23" HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE, TYPE A, < 1.5' FILL

**Provision Body:**

In accordance with Section 601 for the size and type indicated.

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**00 - c96051 ITEM 9605-0002 - TYPE F INLET**

**Addendum :** None

**Associated Item(s):** 9605-0002

**Header:**

ITEM 9605-0002 - TYPE F INLET

**Provision Body:**

In accordance with Section 605 and as shown on the plans.

MEASUREMENT AND PAYMENT - Each.

**00 - c96163 ITEM 9616-1202 - CONCRETE END SECTION FOR 14" X 23" ELLIPTICAL PIPE**

Addendum : None

Associated Item(s): 9616-1202

**Header:**

ITEM 9616-1202 – CONCRETE END SECTION FOR 14" X 23" ELLIPTICAL PIPE

**Provision Body:**

In accordance with Section 616 for the size and type indicated.

MEASUREMENT AND PAYMENT - Each. The price includes excavation and all backfill as indicated.

**18581A - c98581 ITEM 9858-0001 - SEDIMENT FILTER BAG**

Addendum : None

Associated Item(s): 9858-0001

**Header:**

ITEM 9858-0001 - SEDIMENT FILTER BAG

**Provision Body:**

DESCRIPTION - This work is furnishing, installing, maintaining and disposing of a Sediment Filter Bag (bag) as shown on the Standard Drawings.

**MATERIAL -**

Sediment Filter Bag. Provide 10 oz/yd geotextile, Class 4, listed in Section 735.1. Construct 15' x 15' (plus or minus 3") bag using heat-bonded seam or 401 lock chain stitch seam with a 216 lbs. minimum breaking strength, tested in accordance with ASTM-D4632. Label each bag indicating maximum flow rate of bag in gallons per minute. Provide No. 57 Coarse Aggregate listed in Section 703.2 for platform and Class R-3 Rock listed in Section 850.2(a) for slope protection on streambank.

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

Filter bags may be used on low volume dewatering operations not to exceed 1000 gallons per minute. Pump flow rate not to exceed 50% of maximum flow rate indicated on bag label. Double clamp bag firmly to pump discharge hose. Monitor and evaluate entire pumping operation to assure that bag continues to function properly. Replace bag when contained silt reduces flow to approximately 50% of rate of initial bag discharge, or when directed by the Inspector-in-Charge. Dispose of sediment in a manner satisfactory to the Engineer. Restore area as specified in Section 105.14.

**MEASUREMENT AND PAYMENT -** Each.

Includes replacement and disposal of filter bag and contained sediment as required.

## PERFORMANCE BONDS

**Surety Company:** Liberty Mutual Insurance Company

**Status:** Accepted

**Bonding Agency:** Striewig Bonding Agency, Inc.

**Bond Number:** 327008428

**Producer:** Robert N Striewig  
Jr/PennDOT BP-002542

**Bond Amount:** \$1,074,049.00

**Co-Insurer:** No

**NAIC:** 23043

KNOW ALL MEN BY THESE PRESENTS, That we, **Glenn O. Hawbaker, Inc.** of **PO BOX 135, 1952 Waddle Road, State College, PA 16804-0135** as PRINCIPAL, and Liberty Mutual Insurance Company a corporation, as SURETY, are held and firmly bound unto the **Commonwealth of Pennsylvania** in the full and just sum of **\$1,074,049.00**, lawful money of the United States of America, to be paid to the said Commonwealth of Pennsylvania, 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 18 day of April A.D. 2008.

Whereas, the above bounden PRINCIPAL has undertaken to contract with the said Commonwealth of Pennsylvania, by and through the Secretary of Transportation covering the work identified below for approximately the sum of **\$1,074,049.00**

SR 0849-010 and SR 0849-011 is a PennDOT oversight General Maintenance project consisting of base repair, milling and overlaying, updating existing drainage, guiderail, line painting, and other miscellaneous construction, all as indicated on the approved drawings included in the Bid package for STATE ROUTE 0849, SECTION 010 and STATE ROUTE 0849, SECTION 011, in PERRY COUNTY, OLIVER & JUNIATA TOWNSHIPS, from Creek Road at Segment 0240 Offset 1898 to Fourth Street at Segment 0294 Offset 1077, for an overall project length of 14,241.00 linear feet (2.69 miles).

and

WHEREAS, it was one of the conditions of the award of the Secretary of Transportation, acting for and on behalf of the Commonwealth of Pennsylvania, 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 for the office of Budget, by the Comptroller.

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 Commonwealth of Pennsylvania, complete the work contracted for, and shall save harmless the Commonwealth of Pennsylvania 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 Commonwealth of Pennsylvania 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

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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 Commonwealth of any extension of time for the performance of the contract or any other forbearance on the part of either the Commonwealth 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 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.

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## Bond Workflow Status

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Status	Name	Disposition	Date/Time
Draft	Carol E Dillon/PennDOT BP-000394	Submit	04/18/2008 08:57 AM
Producer Review	Robert N Striewig Jr/PennDOT BP-002542	Sign	04/18/2008 10:27 AM
Contractor Review	Carol E Dillon/PennDOT BP-000394-Paralegal	Sign	04/18/2008 10:37 AM
BOD CMD Review	Christina M Troutman/PennDOT	Accept	04/18/2008 11:11 AM

## PAYMENT BONDS

**Surety Company:** Liberty Mutual Insurance  
Company

**Status:** Accepted

**Bonding Agency:** Striewig Bonding Agency, Inc.  
**Producer:** Robert N Striewig  
Jr/PennDOT BP-002542

**Bond Number:** 327008428  
**Bond Amount:** \$1,074,049.00

**Co-Insurer:** No

**NAIC:** 23043

KNOW ALL MEN BY THESE PRESENTS, That we, **Glenn O. Hawbaker, Inc.** of **PO BOX 135, 1952 Waddle Road, State College, PA 16804-0135** as PRINCIPAL, and Liberty Mutual Insurance Company a corporation, as SURETY, are held and firmly bound unto the **Commonwealth of Pennsylvania** in the full and just sum of **\$1,074,049.00**, lawful money of the United States of America, to be paid to the said Commonwealth of Pennsylvania, 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 18 day of April A.D. 2008.

Whereas, the above bounden PRINCIPAL has undertaken to contract with the said Commonwealth of Pennsylvania, by and through the Secretary of Transportation covering the work identified below for approximately the sum of **\$1,074,049.00**

SR 0849-010 and SR 0849-011 is a PennDOT oversight General Maintenance project consisting of base repair, milling and overlaying, updating existing drainage, guiderail, line painting, and other miscellaneous construction, all as indicated on the approved drawings included in the Bid package for STATE ROUTE 0849, SECTION 010 and STATE ROUTE 0849, SECTION 011, in PERRY COUNTY, OLIVER & JUNIATA TOWNSHIPS, from Creek Road at Segment 0240 Offset 1898 to Fourth Street at Segment 0294 Offset 1077, for an overall project length of 14,241.00 linear feet (2.69 miles).

and

WHEREAS, it was one of the conditions of the award of the Secretary of Transportation, acting for and on behalf of the Commonwealth of Pennsylvania, 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 for the office of Budget, by the Comptroller.

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,

# ECMS Highway Construction Contract 79751

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 Commonwealth shall not be liable for the payment of any costs or expenses of such suit.

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 Commonwealth of any extension of time for the performance of the contract or any other forbearance on the part of either the Commonwealth 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.

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## Bond Workflow Status

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Status	Name	Disposition	Date/Time
Draft	Carol E Dillon/PennDOT BP-000394	Submit	04/18/2008 08:58 AM
Producer Review	Robert N Striewig Jr/PennDOT BP-002542	Sign	04/18/2008 10:23 AM
Contractor Review	Carol E Dillon/PennDOT BP-000394-Paralegal	Sign	04/18/2008 10:37 AM
BOD CMD Review	Christina M Troutman/PennDOT	Accept	04/18/2008 11:12 AM

## INSURANCE

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Marsh, Inc.

Attn: Raffles 313-393-6950  
600 Renaissance Center  
Suite 2100  
Detroit, MI 48243

**Company:** Zurich American Insurance Company  
**Policy:** GLO6510531  
**Expiration:** 04/01/2009

## MBE/WBE COMMITMENT

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MBE/WBE: 4% / 2%  
Approved: 1.61% / 2.10%

---

Self Contained: No  
Request to Perform Less Than 50% of Work Items: No  
Request for Good Faith Effort Evaluation: No

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Business Partner	Business Type	%	Date/Time
Cooper Trading, Inc.	Regular Dealer	1.61	04/18/2008 03:41 PM
General Sewer Service, Inc. t/a General Pipe Cleaning	Subcontractor	0.24	04/18/2008 03:41 PM
Main Stream Industries, Inc.	Subcontractor	0.47	04/18/2008 03:41 PM
Heaton Construction, Inc.	Subcontractor	1.39	04/18/2008 03:41 PM

# ECMS Highway Construction Contract 79751

Cooper Trading, Inc.

## Prime

Contact: Alan G HAWbaker  
Phone: 814-237-1444  
MBE / WBE: 4% / 2%

BEO Form Status: Approved  
Revision Number: 0

## MBE / WBE

Business Partner: Cooper Trading, Inc.  
Type: MBE  
Contact: Amy Galish  
Phone: 412-431-1111  
DBE JVT%: 0  
Certification: 10126  
Cert. Expiration: 06/30/2009

Agreement Amount: \$17,266.00  
% of Bid: 1.61  
Mobilization: \$0.00  
Starting: 06/02/2008  
Completion: 10/31/2008  
Business Type: Regular Dealer

## Items

None

## Partial Items

Item	Description	Unit of Measure	Quantity
0601-7029	24" REINFORCED CONCRETE PIPE, TYPE A, 20' - 1.5' FILL	LF	57
0601-7008	15" REINFORCED CONCRETE PIPE, TYPE A, 20' - 1.5' FILL	LF	109
0616-1210	CONCRETE END SECTIONS FOR 48" PIPE	EACH	2
0616-1204	CONCRETE END SECTIONS FOR 24" PIPE	EACH	1
0616-1201	CONCRETE END SECTIONS FOR 15" PIPE	EACH	1
0601-7074	48" REINFORCED CONCRETE PIPE, TYPE A, 20' - 1.5' FILL	LF	45
9616-1202	CONCRETE END SECTION FOR 14"X23" ELLIPTICAL CONCRETE PIPE	EACH	3
9601-7016	14"X23" HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE	LF	84

## Comment

None

Workflow

Status	Name	Disposition	Date/Time
Draft	Alan G Hawbaker/PennDOT BP-000394	Submit	04/18/2008 03:31 PM
Awaiting Acknowledgment	Lesley Scarlett L/PennDOT BP-001646	Acknowledged	04/18/2008 03:36 PM
Acknowledged	Alan G Hawbaker/PennDOT BP-000394	Submit	04/18/2008 03:41 PM
BEO Review	Jeffry L Sanders/PennDOT	Approve	04/24/2008 11:53 AM

# ECMS Highway Construction Contract 79751

## General Sewer Service, Inc. t/a General Pipe Cleaning

### Prime

Contact: Alan G Hawbaker  
Phone: 814-237-1444  
MBE / WBE: 4% / 2%

BEO Form Status: Approved  
Revision Number: 0

### MBE / WBE

Business Partner: General Sewer Service, Inc. t/a General Pipe Cleaning

Type: WBE

Contact: Nora Hopson

Phone: 610-461-1212

DBE JVT%: 0

Certification: 11869

Cert. Expiration: 10/31/2010

Agreement Amount: \$2,550.00

% of Bid: 0.24

Mobilization: \$750.00

Starting: 06/02/2008

Completion: 10/31/2008

Business Type: Subcontractor

### Items

Item	Description	Unit of Measure	Quantity
0601-5901	CLEANING EXISTING PIPE CULVERTS, DIAMETERS UP TO AND INCLUDING 36"	LF	100

### Partial Items

Item	Description	Unit of Measure	Quantity
0608-0001	MOBILIZATION	LS	1

### Comment

None

### Workflow

Status	Name	Disposition	Date/Time
Draft	Alan G Hawbaker/PennDOT BP-000394	Submit	04/18/2008 07:38 AM
Awaiting Acknowledgment	Kimberly J Mcertean/PennDOT BP-000749	Acknowledged	04/18/2008 03:06 PM
Acknowledged	Alan G Hawbaker/PennDOT BP-000394	Submit	04/18/2008 03:41 PM
BEO Review	Jeffrey L Sanders/PennDOT	Approve	04/24/2008 11:53 AM

# ECMS Highway Construction Contract 79751

Main Stream Industries, Inc.

## Prime

Contact: Alan G Hawbaker  
Phone: 814-237-1444  
MBE / WBE: 4% / 2%

BEO Form Status: Approved  
Revision Number: 0

## MBE / WBE

Business Partner: Main Stream Industries, Inc.  
Type: WBE  
Contact: J. Finer  
Phone: 610-488-1148  
DBE JVT%: 0  
Certification: 10766  
Cert. Expiration: 11/30/2009

Agreement Amount: \$5,100.00  
% of Bid: 0.47  
Mobilization: \$1,000.00  
Starting: 06/02/2008  
Completion: 09/12/2008  
Business Type: Subcontractor

## Items

Item	Description	Unit of Measure	Quantity
0937-0339	FLEXIBLE DELINEATOR POST, GROUND-MOUNT TYPE GM-2, RED POST WITH WHITE/BLANK SHEETING	EACH	30
0931-0001	POST MOUNTED SIGNS, TYPE B	SF	37

## Partial Items

Item	Description	Unit of Measure	Quantity
0901-0001	MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION	LS	1

## Comment

None

## Workflow

Status	Name	Disposition	Date/Time
Draft	Alan G Hawbaker/PennDOT BP-000394	Submit	04/17/2008 04:56 PM
Awaiting Acknowledgment	Jeffrey S Updegrave/PennDOT BP-001240	Acknowledged	04/18/2008 08:16 AM
Acknowledged	Alan G Hawbaker/PennDOT BP-000394	Submit	04/18/2008 03:41 PM

# ECMS Highway Construction Contract 79751

BEO Review

Jeffry L. Sanders/PennDOT

Approve

04/24/2008 11:54 AM

# ECMS Highway Construction Contract 79751

Heaton Construction, Inc.

## Prime

Contact: Alan G Hawbaker  
Phone: 814-237-1444  
MBE / WBE: 4% / 2%

BEO Form Status: Approved  
Revision Number: 0

## MBE / WBE

Business Partner: Heaton Construction, Inc.  
Type: WBE  
Contact: Barb Heaton  
Phone: 814-669-4855  
DBE JVT%: 0  
Certification: 10765  
Cert. Expiration: 01/31/2009

Agreement Amount: \$14,880.00  
% of Bid: 1.39  
Mobilization: \$0.00  
Starting: 06/02/2008  
Completion: 09/12/2008  
Business Type: Subcontractor

## Items

Item	Description	Unit of Measure	Quantity
0901-0320	4" STANDARD PAVEMENT MARKINGS, PAINT & BEADS, YELLOW	LF	93,000
0962-1000	4" WHITE WATERBORNE PAVEMENT MARKINGS	LF	31,000
0901-0330	4" STANDARD PAVEMENT MARKINGS, PAINT & BEADS, WHITE	LF	31,000
0962-1005	4" YELLOW WATERBORNE PAVEMENT MARKINGS	LF	31,000

## Partial Items

None

## Comment

None

## Workflow

Status	Name	Disposition	Date/Time
Draft	Alan G Hawbaker/PennDOT BP-000394	Submit	04/17/2008 04:58 PM
Awaiting Acknowledgment	Sonya L Grove/PennDOT BP-000939	Acknowledged	04/17/2008 05:36 PM

# ECMS Highway Construction Contract 79751

Acknowledged  
BEO Review

Alan G Hawbaker/PennDOT BP-000394  
Jeffry L Sanders/PennDOT

Submit  
Approve

04/18/2008 03:41 PM  
04/24/2008 11:54 AM

# PLANS

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**Plans**

Roadway Plan

**Supplemental Plans**

Erosion and Sediment Pollution Control Plan

Signing and Pavement Marking Plan

**Addendum**

## ATTACHMENTS

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**Project-Specific Checklist Items**

Project-Specific Checklist Item  
Project-Specific Checklist Item  
Project-Specific Checklist Item

**Addendum**

**Reviews**

None

**Contract Award Items**

State Wage Rate - Wages Only  
State Wage Rate - Notes Only

**Local Agreements and Coordination**

None

**Environmental Clearances**

None

**Permits**

Erosion and Sediment Control Approval Letter  
PENNDOT GP-7 Minor Road Crossings

**Right of Way**

None

**Survey**

None

**Utilities Clearance**

None

**Utility Engineering**

None

**Construction Items**

Pre-Bid Construction Schedule

**Structures and Geotechnical**

None

**Railroad Coordination**

None

**Traffic**

None

**Construction Coordination**

None

**Maintenance Items**

None

**Estimates**

None

**Comments:**