

## **ECMS Highway Construction**

**Contract: 94887**

**Advantage Steel and Construction L.L.C XX-XXXXXXX**

**Saxonburg**

**724-352-4842 (phone)**

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**b\_hawk@advsteel.com**

Prime Business Partner

**AlleghenyCounty**

**SR 30, Section A26**

**Westinghouse Bridge**

Location

**P-50003007A26-1110-361-2**

WBS Element

**September 13, 2012**

Bid Opening

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## Contract

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

Incorporated Addenda are As follows:

Addendum No. 1,           A1,   dated 08/28/2012

Addendum No. 2,           A2,   dated 09/06/2012

Addendum No. 3,           A3,   dated 09/10/2012

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THIS AGREEMENT, Made this 9 day of *October* A.D. 2012, between the Commonwealth of Pennsylvania by the Secretary of Transportation, hereinafter called the Commonwealth and *Advantage Steel and Construction L.L.C* his, hers, its or their executors, administrators, successors, or assigns, hereinafter called the Contractor.

### W I T N E S S E T H:

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 \$187,250.00 and such other items as are mentioned in the Contractor's original proposal, which proposal and prices named, together with Publication 408/2011-2 - 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:

The description and location of the project is as follows: modifying selected bearings and other miscellaneous construction, as indicated on the approved drawings included in the bid package for STATE ROUTE 30, SECTION A26, in ALLEGHENY COUNTY, EAST PITTSBURGH BOROUGH and NORTH VERSAILLES TOWNSHIP, from approximately the Ramp from SR 30 to Linden Avenue at Segment 250/251 Offset 750/731 to point approximately 1,700 feet east of that Ramp at Segment 260/261 Offset 1616/1616.

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 08/27/2013. 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 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 Workmens 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 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 101-121, Section 319, 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.

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**Fiscal Information:**

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**Recorded Number:** 94887

**Certified Fund Available Under Activity Program:** 361

**Symbol:** 010-008-26185-12/13-2

**Amount:** \$187,250.00

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**Contract Workflow Status**

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<b>Status</b>	<b>Name</b>	<b>Disposition</b>	<b>Date/Time</b>
Draft	Delores A Ritzman/PennDOT	Award	09/19/2012 12:18:28 PM
Contractor Review	Brian Hawk/PennDOT BP-001409	Sign	09/27/2012 09:43:30 AM
BOD CMD Review	Roland L Rode/PennDOT	Accept	10/02/2012 11:34:38 AM
BOD Director Review	R. Wayne Willey/PennDOT	Sign	10/03/2012 07:11:07 AM
Chief Counsel Preliminary Review	Steven I Roth/PennDOT	Accept	10/05/2012 05:31:03 PM
Chief Counsel Final Review	Steven I Roth/PennDOT	Accept	10/05/2012 05:31:10 PM
Comptroller Review	Matthew P Eng/PennDOT	Accept	10/09/2012 08:59:01 AM
CMD Execute	Delores A Ritzman/PennDOT	Submit	10/09/2012 10:37:04 AM

## Addenda

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### Addendum: 1

#### Description:

The description and location of the project is as follows: modifying selected bearings and other miscellaneous construction, as indicated on the approved drawings included in the bid package for STATE ROUTE 30, SECTION A26, in ALLEGHENY COUNTY, EAST PITTSBURGH BOROUGH and NORTH VERSAILLES TOWNSHIP, from approximately the Ramp from SR 30 to Linden Avenue at Segment 250/251 Offset 750/731 to point approximately 1,700 feet east of that Ramp at Segment 260/261 Offset 1616/1616.

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**Estimated Project:** \$281,500.00  
**Federal Project Status:** Non - Federal (100% State)  
**MBE/WBE:** 3.00% / 3.00%  
**Structure Work:** 85.00%  
**Wage Rates:** Yes  
**Project Type:** Standard  
**State Type of Work:** MISCELLANEOUS REHABILITATION WORK  
**Prequalification Required:** Yes  
**Pre-Bid Meeting:** None  
**Scheduled Let:** 09/13/2012 11:00:00 AM  
**New Let:**  
**Let Date Move:**  
**Anticipated NTP:** 10/29/2012  
**Required Completion:** 01/22/2013

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#### Additional Information

This is an ECMS project. All Addenda will be electronically posted. Place for delivery of diskette bid before 11:00 a.m. prevailing local time on the scheduled let date: PENNDOT CONTRACT AWARDS ROOM, 7TH FLOOR; COMMONWEALTH KEYSTONE BUILDING; 400 NORTH STREET; HARRISBURG PA 17120

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#### Item and Quantity

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#### Special Provision

Added the following Special Provisions:

EQUAL EMPLOYMENT OPPORTUNITY WITH PREQUALIFICATION.

UTILITIES--USE WHEN THERE ARE NO UTILITIES WITHIN THE PROJECT LIMITS

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#### Other

**Addendum: 2**

**Description:**

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**Structure Work:** 85.00%  
**Wage Rates:** Yes  
**Project Type:** Standard  
**State Type of Work:** MISCELLANEOUS REHABILITATION WORK  
**Prequalification Required:** Yes  
**Pre-Bid Meeting:** None  
**Scheduled Let:** 09/13/2012 11:00:00 AM  
**New Let:**  
**Let Date Move:**  
**Anticipated NTP:** 10/29/2012  
**Required Completion:** 08/27/2013

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**Item and Quantity**

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**Special Provision**

Added the following Special Provision:

NOTICE TO CONTRACTOR

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**Other**

Revised the Required Completion and the Pre-Bid Construction Schedule.

**Addendum: 3**

**Description:**

The description and location of the project is as follows: modifying selected bearings and other miscellaneous construction, as indicated on the approved drawings included in the bid package for STATE ROUTE 30, SECTION A26, in ALLEGHENY COUNTY, EAST PITTSBURGH BOROUGH and NORTH VERSAILLES TOWNSHIP, from approximately the Ramp from SR 30 to Linden Avenue at Segment 250/251 Offset 750/731 to point approximately 1,700 feet east of that Ramp at Segment 260/261 Offset 1616/1616.

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**Wage Rates:** Yes  
**Project Type:** Standard  
**State Type of Work:** MISCELLANEOUS REHABILITATION WORK  
**Prequalification Required:** Yes  
**Pre-Bid Meeting:** None  
**Scheduled Let:** 09/13/2012 11:00:00 AM  
**New Let:**  
**Let Date Move:**  
**Anticipated NTP:** 10/29/2012  
**Required Completion:** 08/27/2013

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**Item and Quantity**

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**Special Provision**

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**Other**

Deleted Sheet 1 of 7 of the Roadway Plan and substituted the attached new sheet therefore.

**Bid Items**

Item	Description	Quantity	Unit Price	Item Total	Addendum
0608-0001	MOBILIZATION	1.000	\$11,000.00	\$11,000.00	
0609-0004	INSPECTOR'S FIELD OFFICE AND INSPECTION FACILITIES, TYPE C	1.000	\$8,000.00	\$8,000.00	
0609-0009	EQUIPMENT PACKAGE	1.000	\$1,000.00	\$1,000.00	
0689-0001	NARRATIVE SCHEDULE	1.000	\$250.00	\$250.00	
0901-0001	MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION	1.000	\$15,000.00	\$15,000.00	
9000-0001	EXPANSION KEEPER REMOVAL	32.000	\$1,250.00	\$40,000.00	
9000-0002	CONTRACTION KEEPER REMOVAL	64.000	\$1,200.00	\$76,800.00	
9000-0003	BEARING KEEPER ASSEMBLY	64.000	\$550.00	\$35,200.00	

**Contract Total:** \$187,250.00

**Bid Total:** \$187,250.00

## Special Provisions

### G2A - a00002 PUBLIC BID OPENING LOCATION

**Addendum:**

**Associated Item(s):**

**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.

### G101B - a00101 GOVERNING SPECIFICATIONS AND APPLICABLE DESIGNATED SPECIAL PROVISIONS

**Addendum:**

**Associated Item(s):**

**Header:**

GOVERNING SPECIFICATIONS AND APPLICABLE DESIGNATED SPECIAL PROVISIONS

**Provision Body:**

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

Specifications 408/2011, Change No. 2, effective April 6, 2011 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

3 % 3 %

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.

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.

### **G113B - a00113 CONTRACT PROVISIONS - RIGHT-TO-KNOW LAW**

**Addendum:**

**Associated Item(s):**

**Header:**

CONTRACT PROVISIONS - RIGHT TO KNOW LAW

**Provision Body:**

**I. Contract Provisions – Right to Know Law 8-K-1532**

a. The Pennsylvania Right-to-Know Law (RTKL), 65 P.S. §§ 67.101-3104, applies to this Contract.

b. If the Department needs assistance in any matter arising out of the RTKL related to this Contract, the Department will notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Department.

c. Upon written notification from the Department that it requires assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor will:

1. Provide the Department, within 10 calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Department reasonably believes is Requested Information and may be a public record under the RTKL; and

2. Provide such other assistance as the Department may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, notify the Department and provide, within 7 calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Department will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Department determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Department determine that the Requested Information is clearly not exempt from disclosure, provide the Requested Information within 7 calendar days of receipt of written notification of the Department's determination.

f. Failing to provide the Requested Information within the time period required by these provisions, indemnify and hold the Department harmless for any damages, penalties, costs, detriment or harm that the Department may incur as a result of this failure, including any statutory damages assessed against the Department.

g. The Department will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Department decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, indemnify the Department for any legal expenses incurred by the Department as a result of such a challenge and hold the Department harmless for any damages, penalties, costs, detriment or harm that the Department may incur as a result of the failure, including any statutory damages assessed against the Department, regardless of the outcome of such legal challenge. As between the parties, agree to waive all rights or remedies that may be available as a result of the Department's disclosure of Requested information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and continue as long as the Requested Information remains in the Contractor's possession.

### **00 - a00500 D11 Air Pollution Control**

**Addendum:**

**Associated Item(s):**

**Header:**

AIR POLLUTION CONTROL

**Provision Body:**

Comply with Allegheny County Health Department's Rules and Regulations, Article XXI, effective February 1, 1997, and as Amended May 7, 2007, and its latest revisions concerning Air Pollution Control.

### **G1401A - a01401 EQUAL EMPLOYMENT OPPORTUNITY WITH PREQUALIFICATION**

**Addendum:**

1

**Associated Item(s):**

**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

### **G3501B - a03501 RECIPROCAL LIMITATIONS ACT REQUIREMENTS FOR CONSTRUCTION**

**Addendum:**

**Associated Item(s):**

**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

1. Arizona 5% (construction materials from Arizona resident dealers only)
2. Montana 3%
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 Only
2. New Mexico Construction
3. 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.

**G4201B - a04201 UTILITIES--USE WHEN THERE ARE NO UTILITIES WITHIN THE PROJECT LIMITS**

**Addendum:** 1

**Associated Item(s):**

**Header:**  
UTILITIES--USE WHEN THERE ARE NO UTILITIES WITHIN THE PROJECT LIMITS

**Provision Body:**  
There are no Utilities known to be located within the scope and extent of work activity defined for this project.

**G4802A - a04802 INDEX PRICE FOR DIESEL FUEL**

**Addendum:**  
**Associated Item(s):**

**Header:**  
Index Price for Diesel Fuel

**Provision Body:**  
The index price for diesel fuel (FB), as determined by the Department, is \$3.05. Use this index price in accordance with Section 110.12 PRICE ADJUSTMENT FOR DIESEL FUEL COST FLUCTUATIONS.

**G4902C - a04902 PRICE ADJUSTMENT FOR STEEL COST FLUCTUATIONS**

**Addendum:**

**Associated Item(s):**

**Header:**

PRICE ADJUSTMENT FOR STEEL COST FLUCTUATIONS

**Provision Body:**

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 the steel used in the applicable materials placed as part of the construction work specified in Sections 620, 621, 948, 1002, 1005, 1050, 1056, 1080, and 1085.

**(a) General.** These price adjustment provisions apply to items in the contract Schedule of Prices, as specified above, including any modified standard or non-standard item where the work to be performed includes incorporation of one or more of the applicable steel materials specified in the above Sections and addressed herein. Additionally, items in the Component Item Schedule (CIS) for an "as-designed" or alternate design structure, as well as work performed under a design-build contract, will be included when applying the specified price adjustment requirements, provided the work to be performed includes incorporation of one or more of the applicable steel materials specified in the above Sections and addressed herein. Terminal sections, end treatments, transitions, and transition treatments associated with guide rail and metal median barrier work; as well as mechanical splice systems, pile tip reinforcement, high load multi-rotational bearings, shear connectors, and scuppers; will not be subject to the price adjustment criteria and conditions specified herein.

To elect to have these price adjustment provisions apply to one or more of the steel product categories identified herein, when planned for incorporation into a specific project, advance notification must be submitted to the Department. The apparent low bidder is required to submit the Steel Escalation Option form attached to the proposal, via fax, to (717) 705-1504, or email to [steeloptions@pa.gov](mailto:steeloptions@pa.gov) by 3:00 pm prevailing local time within 7 calendar days after the bid opening. When the seventh calendar day after the bid opening falls on a day PENNDOT offices are closed, submit the Steel Escalation Option form by 3:00 pm prevailing local time on the next business day. If a properly completed Steel Escalation Option form is not provided by the apparent low bidder within the time specified, the Department will consider the option to apply these price adjustment provisions to the project to be declined. Furthermore, if a Steel Escalation Option form, when provided within the specified time, has been completed such that the Department is unable to ascertain the bidder's intention with regard to the inclusion of any one of the applicable steel product categories, the Department will consider the option to apply these price adjustment provisions to that product category to be declined. No further opportunity to elect steel escalation for the project or an individual steel product category will be made available. In the event the apparent low bid is rejected, the next lowest bidder will be notified to submit the Steel Escalation Option form by 3:00 pm prevailing local time within 7 calendar days after notification.

The Department posts a monthly index price for steel (\$ per ton) based on data obtained from the U.S. Department of Labor (USDOL), Bureau of Labor Statistics, which publishes monthly Producer Price Index (PPI) values for various commodities. The statewide index price for steel will be based on the PPI value posted by USDOL for "Semi-finished Steel Mill Products" (Series ID: WPU101702). The Department will post its monthly index price for steel after the USDOL lists the PPI value on which it is based as final.

The "base / benchmark" index price, SB, will be the steel index price posted by the Department, determined as specified above, for the month in which project letting occurred.

The "invoice" index price, SI, will be the steel index price posted by the Department, determined as specified above, for the month in which applicable steel material is invoiced.

Steel material will be considered invoiced as of the date when an invoice from the steel mill providing the necessary raw material is sent to the Contractor or to a subcontractor, fabricator, manufacturer, or supplier. The steel price adjustment provisions specified herein are not applicable to raw steel material having a mill invoice date that precedes the project letting date. On a quarterly basis, provide documentation of the invoice date for applicable steel material incorporated into the work during the prior 3-month period. Documentation is to be in the form of a tabulation that lists all material invoiced during the period, in chronological order by invoice date; the quantity invoiced; and the applicable contract item(s) and corresponding project location(s) where the invoiced quantity or portion thereof was incorporated, along with copies of supporting invoices. Have a representative of the Contractor, authorized to make such statements, certify that the information provided in the tabulation is complete and accurate and may be relied upon by the Department.

Failure to provide the required tabulation within 10 calendar days of the end of each, applicable 3-month period will result in the Department computing a price adjustment (rebate or increase) using a value for SI that results in the greatest possible price rebate or least possible price increase based on the monthly index prices posted by the Department, to date, since work on the project began.

**(b) Price Adjustment Criteria and Conditions.** The following criteria and conditions will be considered in determining a price adjustment for steel cost fluctuations.

**1. No Price Adjustment.** When the ratio SI/SB falls within the range of 0.95 to 1.05, no price adjustment will be made for applicable steel material having an invoice date that falls within the month for which the SI index price was posted.

**2. Price Rebate.** When the ratio SI/SB is calculated to be less than 0.95, the Department will receive an automatic price rebate, for applicable steel material having an invoice date that falls within the month for which the SI index price was posted, to be determined in accordance with the following formula:

$$P.R. = (0.95 - SI / SB) (SB) (ST)$$

where:

P.R. = Price Rebate

SI = Index price for the month in which applicable steel material is invoiced.

SB = Index price for the month in which project letting occurred.

ST = Quantity (tons) of applicable steel material incorporated into the work during the applicable 3-month period.\*

\*Computed based on the quantity paid, under applicable contract items, on current estimates processed during the 3-month period addressed in the tabulation provided by the Contractor. Not to exceed the total tonnage of applicable steel material invoiced during the month for which the SI index price was posted, as shown on the Contractor's tabulation.

**3. Price Increase.** When the ratio SI/SB is calculated to be greater than 1.05, the Contractor will receive a price increase, for applicable steel material having an invoice date that falls within the month for which the SI index price was posted, to be determined in accordance with the following formula:

$$P.I. = (SI / SB - 1.05) (SB) (ST)$$

where:

P.I. = Price Increase

SI = Index price for the month in which applicable steel material is invoiced.

SB = Index price for the month in which project letting occurred.

ST = Quantity (tons) of applicable steel material incorporated into the work during the applicable 3-month period.\*

\* Computed based on the quantity paid, under applicable contract items, on current estimates processed during the 3-month period addressed in the tabulation provided by the Contractor. Not to exceed the total tonnage of applicable steel material invoiced during the month for which the SI index price was posted, as shown on the Contractor's tabulation.

**4. Equivalent Tonnage.** For applicable steel material furnished under a separate contract item, under a design-bid-build contract, or under a design-build contract the equivalent steel tonnage will be computed as indicate in the following sections.

For design-build contracts, provide an itemized breakdown of the applicable steel materials addressed herein incorporated into the work and indicate the quantity of each actually installed. Indicated quantities should be based on field measurements or take-offs from the approved plans or shop drawings and be equivalent to those used to compute payments made against the Lump Sum construction item on current estimates.

**4.a Guide Rail and Metal Median Barrier.** For applicable guide rail and metal median barrier components (i.e. rail elements, posts, and rubbing rail) furnished under separate contract items or as part of a single contract item for guide rail / metal median barrier complete in place, the equivalent steel tonnage is computed as follows:

**4.a.1 Guide Rail or Median Barrier Rail Element (Weak Post or Strong Post).**

$$\text{Steel Tonnage (ST)} = 7.84 (Q) / 2000$$

where:

Q = Quantity (linear feet) of weak post or strong post guide rail element paid on current estimates processed during the applicable 3-month period

**4.a.2. Type 2W Posts.**

$$\text{Steel Tonnage (ST)} = 8.67 (L) (Q) / 2000$$

where:

L = Length of each post (feet) as required by the Standard Drawings or as specified

Q = Quantity (each) of Type 2W posts paid on current estimates processed during the applicable 3-month period.

**4.a.3 Type 2S Posts.**

$$\text{Steel Tonnage (ST)} = 9.17 (L) (Q) / 2000$$

where:

L = Length of each post (feet) as required by the Standard Drawings or as specified

Q = Quantity (each) of Type 2S posts paid on current estimates processed during the applicable 3-month period

**4.a.4 Rubbing Rail.**

$$\text{Steel Tonnage (ST)} = 8.56 (Q) / 2000$$

where:

Q = Quantity (linear feet) of rubbing rail paid on current estimates processed during the applicable 3-month period

**4.b Reinforcement Bars.** For applicable reinforcement bars furnished under a separate contract item, as a component item associated with an alternate design structure, or as a component item associated with a design-build contract, the equivalent steel tonnage is computed as follows:

$$\text{Steel Tonnage (ST)} = (Q) / 2000$$

where:

Q = Quantity (pounds) of reinforcement bars paid on current estimates processed during the applicable 3-month period.

**4.c Piles.** For applicable steel beam bearing piles, cast-in-place concrete bearing piles, cast-in-place concrete piles, and steel pipe piles, furnished under a separate contract item, as a component item associated with an alternate design structure, or as a component item associated with a design-build contract, the equivalent tonnage is computed as follows:

**4.c.1 Steel H-Piles.**

$$\text{Steel Tonnage (ST)} = (\text{UW}) (\text{Q}) / 2000$$

where:

UW= Unit Weight of the Steel Beam\* (pounds per foot)

Q = Quantity (linear feet) of steel piles paid on current estimates processed during the applicable 3-month period.

\* The unit weight of steel will be the second of the two numbers associated with the size designation for the beam as cited in the item description (i.e. If the item description is "Steel Beam Bearing Piles, HP12x74", the unit weight of the steel is 74 pounds per foot).

**4.c.2 Cast-in-Place Concrete Piles.**

$$\text{Steel Tonnage (ST)} = 2.80 (\text{D}) (\text{Q}) / 2000$$

where:

D = Diameter of the steel shell (inches)\*

Q = Quantity (linear feet) of cast-in-place concrete piles paid on current estimates processed during the applicable 3-month period.

\* From the approved structure Plans or field measurements. For cylindrical shells of varying diameter, a weighted average diameter will be used, computed based on the number of shells of each diameter actually installed. For tapered shells, an average diameter will be used, computed as the average of the shell diameters at the butt end and at the tip.

**4.c.3 Pipe Piles.**

$$\text{Steel Tonnage (ST)} = 6.70 (\text{D}) (\text{Q}) / 2000$$

where:

D = Diameter of the steel pipe (inches)\*

Q = Quantity (linear feet) of pipe piles paid on current estimates processed during the applicable 3-month period.

\* From the approved structure Plans or field measurements.

**4.d Steel Sign Structure.** For applicable steel sign structures constructed under a separate contract item, the equivalent tonnage is computed as follows:

$$\text{Steel Tonnage (ST)} = (\text{Q}) / 2000$$

where:

Q = Quantity (pounds) of steel in each sign structure, or portion thereof, paid on current estimates processed during the applicable 3-month period.\*

\*Not to exceed the estimated weight of each sign structure as indicated on the structure Plans.

**4.e Fabricated Structural Steel.** For applicable fabricated structural steel; furnished under a separate contract item, as a component item associated with an "as-designed" or alternate design structure, or as a component item associated with a design-build contract; the equivalent tonnage is computed as follows:

$$\text{Steel Tonnage (ST)} = (\text{Q}) / 2000$$

where:

Q = Quantity (pounds) of fabricated structural steel girders, rolled beams, angle, and plate paid on current estimates processed during the applicable 3-month period.

**4.f Precast Reinforced Concrete Box Culverts and Prestressed Concrete Bridge Beams.** For applicable precast reinforced concrete box culvert segments and prestressed concrete bridge beams; furnished under a separate contract item, as a component item associated with an "as-designed" or alternate design structure, or as a component item associated with a design-build contract; the equivalent tonnage is computed as follows:

$$\text{Steel Tonnage (ST)} = (UW)(Q)/2000$$

where:

UW= Unit Weight (pounds per foot) of reinforcing steel in a box culvert segment or of reinforcing steel and prestressing strands in a prestressed bridge beam.\*

Q = Quantity (linear feet) of precast reinforced concrete box culvert segments and prestressed concrete bridge beams paid on current estimates processed during the applicable 3-month period.

\* Submit documentation indicating the weight (pounds) of reinforcing steel included in and the length (feet) of each box culvert segment, and the weight (pounds) of mild reinforcing steel and prestressing strands included in and the length (feet) of each prestressed bridge beam. UW will be computed as the average of the unit weight of steel (i.e. weight of steel divided by length) in each box culvert segment, or as the average of the unit weight of steel (i.e. weight of steel divided by length) in each prestressed bridge beam. Documentation must be submitted at the time required shop drawings are submitted for approval.

**5. Payment/Rebate.** The price adjustment will be paid, or rebated, upon approval of a contract adjustment to be prepared on a quarterly basis as applicable work is completed. Cumulative quarterly price adjustments amounting to less than \$1,000 will be disregarded.

**6. Expiration of Contract Time.** When eligible materials are purchased after expiration of contract time and liquidated damages are chargeable, the value for SI used to compute the price adjustment will be either the index price for the month in which applicable steel material is invoiced or the index price at the time contract time expired, whichever is less.

**7. Final Quantities.** Upon completion of the work and determination of final pay quantities, a final contract adjustment may be prepared to reconcile any difference between estimated quantities previously paid and the final quantities. In this situation, the value for SI used in the price adjustment formula will be the average of all SI values previously used for computing price adjustments.

**8. 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 fabricators and suppliers to ascertain actual invoicing dates and quantity information for the steel material used in the performance of applicable items of work.

**9. 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 the steel used in manufacturing the materials placed during performance of the extra work. The current price for steel is to be used when preparing required backup data for extra work to be performed at a negotiated price. For extra work performed on a force account basis, reimbursement of actual material costs, along with the specified overhead and profit markup, will be considered to include full compensation for the current cost of steel.

**G7022A - a07022 CHANGES TO SPECIFICATION: SECTION 107**

**Addendum:**

**Associated Item(s):**

**Header:**

CHANGES TO SPECIFICATIONS: SECTION 107

**Provision Body:**

**SECTION 107 - Legal Relations and Responsibility to the Public**

- Section 107.30(a)1. Revise to read as follows:

1. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity, as required by Executive Order 11246 and Executive Order 11375, are set forth in Required Contract Provisions (Form FHWA-1273, except V. 2.b. revise first sentence to read as follows: the payroll records shall contain the name; an individually identifying number [e.g., the last four digits of the employee's social security number]; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid) and these requirements; imposed pursuant to 23 U.S.C. 140, as established by Section 22 of the Federal-Aid Highway Act of 1968. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-43 and the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. The requirements set forth herein constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

**G7037D - a07037 CHANGES TO SPECIFICATIONS: SECTIONS 106, 108, 514, 515, 516, 676, AND 1107**

**Addendum:**

**Associated Item(s):**

**Header:**

Changes to Specifications: Sections 106, 108, 514, 515, 516, 676, and 1107

**Provision Body:**

**SECTION 106—CONTROL OF MATERIAL**

- **Section 106.01 General.** Revise to read as follows:

**106.01 GENERAL**—Use material complying with the requirements of these specifications. At the pre-construction conference, submit a list of material to be sampled and tested by the Contractor and a list of material to be sampled and tested by the Department.

Comply with the provisions of the Pennsylvania Trade Practices Act, 71 P.S. Section 773.101, et seq., concerning the purchase of aluminum and steel products produced in a foreign country. On Federal - Aid projects, also comply with the provisions specified in Section 106.10.

Comply with the provisions of the Steel Products Procurement Act, 73 P.S. Section 1881, et seq. in the performance of the contract or any subcontract.

Following contract execution, furnish to the Department a complete statement of the project construction material's origin, composition, and manufacture.

For Fabricated Structural Steel materials, as identified in Section 1105.01(a) and inspected in accordance with Section 1105.01(e), and any other fabricated aluminum, precast or prestressed concrete products inspected during manufacturing, stamped and approved for shipment by the Department's Representative, furnish Form CS-4171 to the Inspector-in-Charge. Certified mill test reports for any steel included will be reviewed by the Department's Inspector and retained by the fabricator.

For all other steel products or products containing steel that will serve a permanent functional use in the project, provide the Inspector-in-Charge the following when the product is delivered to the project site:

- For any “identifiable” steel products, certification that Section 4 of the Steel Products Procurement Act, 73 P.S. Section 1884, has been complied with. Identifiable steel products are steel products which contain permanent markings which indicate the material was both melted and manufactured in the United States.
- For all other “unidentifiable” steel products, documentation such as invoices, bills of lading, and mill certification that positively identify that the steel was melted and manufactured in the United States.

The provisions of the Steel Products Procurement Act will not be waived unless the Secretary has determined, under authority granted in Section 4(b) of the act, that a certain steel product or products is not produced in the United States in sufficient quantities to meet contract requirements. Such a determination will be set forth in a proposal for the Department’s review and response. Include with the proposal a comprehensive list of sources, including names and contact information, for verification. The Secretary does not have the authority to waive the provisions specified in Section 106.10.

Steel products are defined as products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, otherwise similarly processed, or processed by a combination of two or more of these operations from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer, or any other steel -producing process. Included are cast iron products and machinery and equipment as listed in United States Department of Commerce Standard Industrial Classification 25, 35, and 37 and made of, fabricated from, or containing steel components. If a product, as delivered to the project, contains both foreign and United States steel, such product is considered to be a United States steel product only if at least 75% of the cost of the articles, materials, and supplies have been mined, produced, or manufactured, as the case may be, in the United States. On Federal - Aid projects, comply with the provisions specified in Section 106.10.

No payment will be made on the contract if unidentified steel products are supplied, until the hereinbefore requirements are met.

Any payments made that should not have been made may be recoverable from a manufacturer or supplier as well as from a contractor or subcontractor.

Any person who willfully violates the Steel Products Procurement Act will be prohibited from submitting bids for any contract for a period of 5 years from the date of determination that a violation has occurred. If a subcontractor, manufacturer or supplier, violates the Steel Products Procurement Act, such person will be prohibited from performing any work or supplying any materials to the Department for a period of 5 years from the date of determination that a violation has occurred.

If steel products are used as a construction tool or appurtenance and will not serve a permanent functional use in the project, compliance with the Steel Products Procurement Act is not required.

When standard manufactured items are specified and these items are identified by unit mass (unit weight), section dimensions, or similar characteristics, their identification will be considered to be nominal masses (weights) or dimensions. Unless more stringently controlled by specified tolerances, industry established manufacturing tolerances will be accepted.

**SECTION 108—PERFORMANCE AND PROGRESS**

- **Section 108.07(a) Construction Engineering Liquidated Damages. Revise to read as follows:**

**(a) Construction Engineering Liquidated Damages** . For each day that any physical work remains uncompleted after the Required Completion Date, the sum per day specified in the following schedule, unless otherwise stated in the proposal, will be deducted from money due or to become due. This deduction will not be as a penalty, but as Construction Engineering Liquidated Damages.

**Original Contract Amount**

Schedule of Daily Charges For  
Construction Engineering  
Liquidated Damages

From More Than	To and Including	Per Calendar Day
\$ 0	\$ 400,000	\$ 825
400,000	1,000,000	1,535
1,000,000	5,000,000	2,085
5,000,000	10,000,000	3,280
10,000,000	15,000,000	4,285
15,000,000		5,660

In the event the Contractor is declared in default, as specified in Section 108.08, Construction Engineering Liquidated Damages will be charged as provided by this section. If the total amount chargeable as Construction Engineering Liquidated Damages exceeds the amount payable to the Contractor or the surety, the excess is to be paid to the State by the Contractor or the surety.

**SECTION 514—DIAMOND GRINDING OF CONCRETE PAVEMENT**

- **SECTION 514.3(e) Concrete Pavement Rehabilitation. Revise to read as follows:**

**(e) Concrete Pavement Rehabilitation.** Concrete pavement repairs including concrete pavement patching, concrete spall repair, dowel retrofit, slab stabilization, and slab jacking must be completed before the start of any diamond grinding operations.

After completing the concrete rehabilitation operation, determine the ride quality of the existing pavement in accordance with Section 507.3(a) and Section 507.3(b), before performing any diamond grinding. After completing the diamond grinding operations, reevaluate the ride quality of the pavement surface according to Section 507.3(a) and Section 507.3(b). Use the same pavement surface profile measuring equipment to perform all ride quality evaluations on the project.

After diamond grinding the pavement surface, provide a maximum IRI of 70 in/mile for facilities where posted speed limits are greater than 45 miles per hour, and a maximum IRI of 90 in/mile for facilities where posted speed limits are less than or equal to 45 miles per hour. Meet these requirements in all IRI lots where diamond grinding of the pavement was performed to receive payment.

**1. Lots.** A full lot is 528 feet of a single lane. The Representative will designate lots starting at the beginning ride quality limit and continuing to the ending ride quality limit for each pavement lane and ramp that is 12 feet or wider. Do not include the length of excluded areas in the 528 feet. Excluded areas will consist of; bridge decks, ramps less than 1,500 feet, in length, tapered pavements less than 12 feet wide, partial lots less than 100 feet in length, shoulders, medians, and other pavement surfaces as indicated.

**SECTION 515—SAWING AND SEALING OF BITUMINOUS OVERLAYS**

- **SECTION 515.3(b) Sawing. Revise to read as follows:**

**(b) Sawing.** Make all saw-cuts directly above the existing transverse joints within ± 1 inch. Saw-cuts which do not meet this tolerance will be declared defective as outlined in Section 105.12. Do not saw cut until the bituminous course has cooled below 140F. Perform saw cutting within 7 days after placing the wearing course. Perform this work on all finished overlay areas before discontinuing work due to seasonal paving limitations.

Make saw-cuts only in the lane in which the existing joint is located. Extend the saw-cuts through any existing widening. Provide separate saw-cuts in each lane if existing transverse joints are offset more than 1 inch.

Use the following table to determine saw-cut reservoir size:

Overlay Thickness	Reservoir
inches	inches
≤1 1/2	1/2 deep by 1/2 wide
>1 1/2	1 deep by 1/2 wide

Additionally, if the total depth of overlay is 3 1/2 inches or greater, make an initial saw-cut 1/8 inch wide to a depth of 1 1/2 inches or one-third of the total overlay thickness, whichever is greater. Indicated overlay depths do not include scratch or leveling courses less than 1 inch.

If wet sawing, immediately flush the reservoir with water.

If not placing the wearing course within the same construction season, provide a 1/8-inch wide saw-cut in the last placed bituminous course to a minimum depth of 1 inch or one-third the thickness of the bituminous material placed, whichever is greater.

**SECTION 516—CONCRETE PAVEMENT PATCHING**

- **SECTION 516—Description. Revise to read as follows:**

**516.1 DESCRIPTION—**This work is the construction of single course, full depth, normal strength or accelerated strength, cement concrete pavement patches. Do not patch less than one lane width. If diamond grinding is to be performed, test the pavement surface in the longitudinal direction as specified in Section 514.3(d)2.

**(a) Patching Joint.** Provide full depth saw-cuts at the existing pavement/patch interface, install load transfer dowels in the transverse faces of the existing pavement, construct a sealant reservoir, and seal the joint.

**(b) New Pavement Joint.** Provide load transfer unit, construct sealant reservoir, and seal the joint.

**(c) Normal and Accelerated Concrete Pavement Patching, Type A.** Construct patches between 6 feet and 20 feet long.

**(d) Normal and Accelerated Concrete Pavement Patching, Type B.** Construct patches between 20.1 feet and 65 feet long.

**(e) Normal and Accelerated Concrete Pavement Patching, Type C.** Construct patches between 65.1 feet and 500 feet long.

- **Section 516.2(a) – Cement Concrete—Class AA. Revise to read as follows:**

**(a) Cement Concrete—Class AA.** Section 704

- **Section 516.2(g) Concrete Curing Materials. Revise to read as follows:**

**(g) Concrete Curing Materials.** For normal strength concrete, use Section 711.1(a), (b), (c), (d), and (e); or Section 711.2(a), Type 2.

For accelerated strength concrete, use Section 711.1(b) and Section 711.2(a), Type 2, or 711.2(b).

- **Section 516.2(j) Tape Bond Breaker. Revise to read as follows:**

**(j) Tape Bond Breaker.** An approved self adhesive tape.

- **Section 516.2(k) Anchor Material. Revise to read as follows:**

**(k) Anchor Material.** An approved adhesive anchoring material listed in Bulletin 15.

- **Section 516.3(a) General. Revise to read as follows:**

**(a) General.** Prepare a QC Plan as specified in Section 106.03(a)2.a and submit it for review. The QC Plan must describe appropriate action points for all phases of construction, including concrete mixing and curing, joint sawing and sealing, and sampling and testing for opening to traffic. If patching adjacent lanes, construct concrete pavement patches one lane at a time where two lane width construction would interfere with traffic. The Representative will surface mark patch areas in advance of the sawing operations.

Protect traffic from drop off conditions as specified in Section 901.3(j). Do not allow excavated patch areas to remain un-patched for more than 2 calendar days or over weekends or holidays.

If it rains while the patch area is open, excavate an outlet through the shoulder at the lowest point of the patch as directed. Repair any damage to the existing shoulders as a result of this work, at no expense to the Department. After saw cutting the existing pavement, allow traffic on patch areas of existing pavement for a maximum of 72 hours. Do not allow saw cuts in excess of 1/2 inch in width to be opened to traffic.

For normal strength patches, do not place concrete if the air temperature falls below 40F. For accelerated strength patches, do not place concrete if the air temperature falls below 45F. Before placing concrete, ensure adequate equipment and trained personnel are available, and sufficient hauling units scheduled, to maintain continuity in placement.

- **Section 516.3(b) Saw Cutting. Revise to read as follows:**

**(b) Saw Cutting.** Use a saw equipped with a diamond-tipped blade, a blade guard, alignment guides, water cooling system, and cut-depth controls for saw cutting the perimeter of the patch. Do not allow cooling water, slurry, and dust from the sawing operation to enter any lane opened to traffic. Make all required full depth longitudinal saw cuts along the perimeter of the patch prior to making any full depth transverse saw cuts.

Where only one lane is being patched, make a full depth saw-cut in the existing longitudinal joint for the full length of the patch. Where multiple lanes are being patched one lane at a time, perform one of the following:

- Make a full depth saw-cut within the adjacent lane to be patched. Make the saw-cut parallel and not more than 1 foot from the existing longitudinal joint. Form the patch joint in the same location as the existing longitudinal joint and backfill behind the forms with aggregate at no additional cost to the Department.

- Make a full depth saw-cut in the existing longitudinal joint for the length of the patch and insert a temporary rigid separator between the adjacent lane and the patch area. Do not use a temporary rigid separator greater than 1/8 inch thick.

Make full depth transverse saw-cuts at the locations marked on the pavement surface. Do not break back the underside of the existing pavement. If break back or spalling occurs, make a new full depth transverse saw-cut beyond the area of break back or spalling. Place the additional length of patch at no expense to the Department. If break back or spalling occurs in the adjacent lane, repair the damaged area at a minimum with a full depth Type A concrete patch at no additional expense to the Department. Full depth saw cuts at the patch limits will be allowed to extend transversely into the adjacent pavement up to full depth + 2 inches provided dowel bars in the adjacent lane are not damaged. Additional full depth transverse saw cuts will be allowed to facilitate slab removal but may not extend transversely into the adjacent pavement to remain in place.

- **Section 516.3(c) Removal of Existing Pavement. Revise to read as follows:**

**(c) Removal of Existing Pavement.** Remove concrete between narrowly spaced saw-cuts at the end of a proposed patch area in a manner that does not damage any adjacent pavement that is to remain in place.

As an alternate, a wheel saw having carbide steel tips may be used before making the full depth transverse saw-cuts necessary for the patching joint. Limit penetration of the wheel to minimize disturbance to the subbase. Do not allow wheel saws with carbide steel tips to cut into pavement that is to remain in place. Discontinue using a wheel saw if unsatisfactory results are obtained as determined by the Representative.

Remove the concrete in the patch area in one or more pieces minimizing disturbance to the subbase, subgrade, and the adjacent pavement to remain in place. Do not use drop hammers or hydro hammers. If damage occurs to pavement to remain in place, repair as specified in Section 516.3(b) at no additional cost to the Department.

If the surface of the subbase is disturbed by the removal technique, recompact the surface using small vibratory compactors. If the disturbed material is deeper than 1 inch, remove the disturbed material with hand tools and replace with concrete during paving at no expense to the Department.

Correct all subbase surface irregularities exceeding 1 inch in depth by loosening the surface and removing or adding material as required. Compact the corrected area and surrounding surface by rolling to proper grade and slope.

- **Section 516.3(j) Curing of Concrete. Revise to read as follows:**

**(j) Curing of Concrete.** For normal strength patches, immediately after finishing operations have been completed, cover and cure the patch surface as specified in Section 501.3(l).

For accelerated patches, cure concrete as specified in Section 501.3(l)1.b or using approved curing insulation materials. Apply white membrane-forming curing compound as specified in Section 501.3(l)1.c. The Contractor may use black membrane-forming curing compound provided the patch area will not be accessible to traffic before placement of a surface course. Discontinue use of black membrane-forming curing compound if it performs unsatisfactorily as a curing agent, and resume curing by other methods as specified. Cure test cylinders under the same conditions as the concrete pavement patch. Provide insulation or heating of patches if the ambient temperature drops below 80F during the curing operation. Control the curing temperature and monitor at least hourly to ensure that the concrete pavement patch does not experience a curing temperature change in excess 40F within any 1-hour period during the curing operation. If a change in curing temperature in excess of 40F occurs in the concrete pavement patch within any 1-hour period, the work will be considered defective.

- **Section 516.3(m) Longitudinal Joints. Revise to read as follows:**

**(m) Longitudinal Joints.** In two lane width patching being performed at the same time, construct a Type L joint as shown on the Standard Drawings.

In two lane patching being performed one lane at a time, or one lane patching, provide a 1/4-inch, full depth, polystyrene board bond breaker in the longitudinal joint of Type A and B patches. Do not provide a bond breaker in the longitudinal joint of Type C

patches. Provide tiebars in all Type C patches. For all patch types, saw cut the longitudinal joint 1/4 inch wide and 1 inch deep. Center the saw-cut over the joint.

- **Section 516.3(n) Sealing. Revise to read as follows:**

**(n) Sealing.** Seal all longitudinal and transverse joints constructed as part of this work, as specified in Section 501.3(n).

Seal all saw-cuts extending beyond the patch limits.

- **Section 516.3(q) Opening to Traffic. Revise to read as follows:**

**(q) Opening to Traffic.** For normal strength patches, do not open the repaired area to traffic until the concrete has obtained a minimum compressive strength of 3,000 pounds per square inch, when tested according to PTM No. 604.

For accelerated strength patches, obtain samples of plastic concrete, for compressive strength testing for opening to traffic, from each 100 cubic yards or fraction thereof of the day's placement, and, unless otherwise required, from the last mixer load of the day, according to the approved QC Plan. Sample locations will be selected according to PTM No. 1. Test concrete for compressive strength according to PTM No. 604, at the time of opening to traffic but no later than 7 hours after the test specimens were molded. Concrete lots that have not attained a minimum compressive strength of 1,200 pounds per square inch at the time of opening to traffic will be considered defective work.

## **SECTION 676—CEMENT CONCRETE SIDEWALKS**

- **Section 676.3(h) Curb Ramps. Revise to read as follows.**

**(h) Curb Ramps.** As required and where indicated, construct cement concrete sidewalk for curb ramp configurations as indicated on Standard Drawing RC 67M except for the detectable warning surface located at the bottom of each ramp. Construct the detectable warning surface as specified in Section 695.

Create a slip-resistant textured surface for the full width and length of the curb ramp and any side-flares excluding the detectable warning surface. Use a coarse, stiff-toothed broom to create a textured pattern that is worked perpendicular to the slopes of the curb ramp.

Shape rounded edges instead of sharp angled edges while the concrete is still plastic for all slope changes of the curb ramp especially where the top of the curb ramp meets adjacent sidewalk surfaces.

Embed detectable warning surface in fresh, wet concrete at the proper location for the curb ramp before the wet concrete has set.

## **SECTION 1107—PRESTRESSED CONCRETE BRIDGE BEAMS**

- **Section 1107.03(d)5.b. Air Content. Revise to read as follows:**

**5.b Air Content.** Provide an air content of 6% ± 1.5% for traditional mixes and 7% ± 2% for self consolidating (SCC) mixes. The air content requirement may be waived if the mix meets the following additional qualification tests before production:

- Rapid Chloride Permeability, AASHTO T277: 1500 coulombs at 56-days
- Freeze Thaw Resistance, ASTM C666, Procedure A or B: Minimum durability factor of 90 at 300 cycles.

**G7038B - a07038 Changes to Specifications: Sections 101, 103, 110, 419, 695, 930, 931, 932, 934, 935, 938,**

**Addendum:**

**Associated Item(s):**

**Header:**

a07038 Changes to Specifications: Sections 101, 103, 110, 419, 695, 930, 931, 932, 934, 935, 938, 1012, 1015, and 1103

**Provision Body:**

**SECTION 101—ABBREVIATIONS AND DEFINITIONS OF TERMS**

- **Section 101.03 DEFINITIONS.**Revise to include the following:

**MAJOR ITEM OF WORK**—Any item having a unit of measure of other than Lump Sum, Call, Dollar, or Predetermined Amount (PDA).

**SECTION 103—AWARD AND EXECUTION OF CONTRACT**

- **Section 103.03 Cancellation of Award.**Revise to read as follows:

**103.03 CANCELLATION OF AWARD**—The Secretary reserves the right to cancel the award of any contract at any time before its approval by the Chief Counsel, the General Counsel, and/or the Attorney General, or their designees, when such cancellation is in the best interests of the State. In the event of such cancellation, payment will be made for the documented costs of insurance and surety bonds required under Sections 103.04 and 103.05, and the documented cost of actual expenses reasonably incurred in accordance with a Letter of Intent, when specified and issued by the Deputy Secretary for Highway Administration. No payment will be made for damages of any other kind including, but not limited to, lost profits.

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

**103.07 CANCELLATION OF CONTRACT**—The contract may be canceled by either party if the Notice to Proceed is not issued on or before the Anticipated Notice to Proceed Date specified in the bid package or within 30 days of the Award of the contract, whichever is later. Extension(s) of the cancellation period will be made only by mutual written consent of the parties to the contract provided such written consent is given before the expiration of the cancellation period. Prices will not be renegotiated. The Secretary also reserves the right to cancel the contract any time before the actual Notice to Proceed Date. If the contract is canceled, payment will be made for the documented costs of insurance and surety bonds required under Sections 103.04 and 103.05, and the documented cost of actual expenses reasonably incurred in accordance with a Letter of Intent, when specified and issued by the Deputy Secretary for Highway Administration. No payment will be made for damages of any other kind including, but not limited to, lost profits.

**SECTION 110—PAYMENT**

- **Section 110.02(d) Required Changes in the Scope of Work.**Revise to read as follows:

**(d) Required Changes in the Scope of Work.**The Department reserves the right to make, in writing, at any time, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations in the work will neither invalidate the contract or release the surety, and the Contractor agrees to perform the work as changed or altered.

If alterations in the work or changes in quantities do not significantly change the character of the work to be performed under the contract, the work will be paid for at the original contract unit price.

If alterations in the work or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding loss of anticipated profits, will be made as specified in Section 110.03. The basis for the adjustment will be agreed upon before the performance of the work. If a basis cannot be agreed upon, the work will be paid for as extra work as specified in Section 110.03.

The term “significant change in character” applies only to the following circumstances:

- If the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or
- If any major item of work as defined in Section 101 is increased to in excess of 125% or decreased to below 75% of the original contract quantity. Any allowance for an increase in quantity applies only to that portion in excess of 125% of the original contract item quantity or, in case of a decrease below 75%, to the actual quantity of work performed.

When a contract item experiences a significant change in character as a result of a decrease to below 75% of the original contract quantity, the actual quantity of work performed may be paid at an adjusted price, as agreed upon with the Contractor and as approved; however, total compensation will not exceed the contract item’s original value. Item value is defined as the original contract quantity multiplied by the contract unit price.

**SECTION 419—STONE MATRIX ASPHALT MIXTURE DESIGN, RPS CONSTRUCTION OF PLANT-MIXED HMA WEARING COURSES**

- **Section 419.2(d) Stabilizer.**Revise to read as follows:

**(d) Stabilizer.** Provide mineral fiber, cellulose fiber, or crumb rubber (CR) stabilizers conforming to the requirements below and added at a rate specified in Table B.Use the dosage rate prescribed in the JMF.

**1.Requirements for All Fiber Types.** Fibers must prevent draindown in the mixture according to the tolerances in Table B.Use a fiber of the type and properties appropriate to the plant’s metering and delivery system.

**2.Cellulose Fibers.** Fibers must be of sufficient quality to prevent mixture draindown.

**3.Cellulose Pellets.** Use cellulose fiber stabilizing additive in pellet form that disperses sufficiently at mixing temperature to blend uniformly into the asphalt mixture.Use pellets that do not exceed 6 mm (0.25 inch) average diameter.Pellets may contain binder ingredients such as asphalt cement, wax, or polymer.Do not use pellets if the binder ingredient exceeds 20.0% of the total mass (weight) of the pellets.Use binder that produces no measurable effect on the properties of the asphalt cement.Do not use fiber pellets which soften or clump together when stored at temperatures up to 50 °C (122F).

Note: If the binder material constitutes more than 3% of the pellet mass (weight), base the dosage rate on the net fiber content.

**4.Mineral Fibers.**Use mineral fibers made from virgin basalt, diabase, slag, or other silicate rock.Use an approved mineral fiber meeting the following requirements for shot content, as tested according to ASTM C 612.

Sieve	Percent Passing
250 µm (No. 60)	85 - 95
63 µm (No. 230)	60 - 80

**5.Crumb Rubber (CR).** Use CR derived from the processing of recycled tires.Rubber tire buffings produced by the retreading process qualify as a source of CR.Furnish processed, free flowing CR from a manufacturer listed in Bulletin 15, certified as specified in Section 106.03(b)3.

**5.a Gradation.**Meet the following gradation as determined according to ASTM D 5461 using 200 mm diameter sized sieves and maintaining a maximum allowable loss after sieve analysis of 7.65%.As an alternative dry sieve analysis test method, perform the sieve analysis of the CR according to Florida Test Method, FM 5-559.

CR Gradation	
Sieve Size	Percent Passing
4.75 mm (No. 200)	100

2.36 mm	98 - 100
75 µm (No. 200)	0 - 3

**5.b Contaminants.** Provide CR relatively free from fabric, wire, cord, and other contaminating materials to a maximum total contaminant content of 2.5% (maximum of 1.0% iron, 1.0% fiber, and 0.5% other contaminants by mass (weight) of total CR sample components).

Remove rubber particles from the fiber balls before weighing. Determine the metal content by thoroughly passing a magnet through a 50 ± g (1.76 ± 0.004 ounces) sample. Determine fiber content by weighing fiber balls, which are formed during the gradation test procedure.

- Section 419.2(d) Table B. Revise to read as follows:

**TABLE B**

**Mix Design Requirements for SMA Mixtures**

<b>AGGREGATE GRADATION REQUIREMENTS, PERCENT PASSING</b>		
<b>Sieve Size</b>	<b>9.5-mm Mixture</b>	<b>12.5-mm Mixture</b>
19.0 mm (3/4 inch)	-	100
12.5 mm (1/2 inch)	100	90 – 99
9.5 mm (3/8 inch)	75 – 95	70 – 85
4.75 (No. 4)	30 – 50	28 – 40
2.36 mm (No. 8)	20 – 30	20 – 30
1.18 mm (No. 16)	-	-
600 mm (No. 30)	-	-
300 mm (No. 50)	-	-
150 mm (No. 100)	-	-
75 mm (No. 200)	8 – 13	8 – 11
<b>VOLUMETRIC DESIGN REQUIREMENTS</b>		
<b>Design Gyration (N<sub>design</sub>)</b>	100	

<b>Voids in Mineral Aggregate</b>	18.0 % Minimum
<b>Voids in Course Aggregate (VCA)</b>	$VCA_{mix} < VCA_{dry\ rodde}$
<b>Design air voids</b>	3.5 - 4.0 %
<b>Minimum asphalt binder content</b>	Table C
<b>Binder grade</b>	PG 76-22
<b>Stabilizer content</b>	Cellulose:0.2 to 0.4 % by total mix mass (weight) Mineral:0.3 to 0.4 % by total mix mass (weight) CR:0.3 to 1 % by total mix mass (weight)
<b>Draindown</b>	0.3 % maximum

- **Section 419.3(l) Joints.Revise to read as follows:**

(l)Joints.Section 409.3(k).

**SECTION 695—DETECTABLE WARNING SURFACE**

- **Section 695.2(a) Detectable Warning Surface (DWS).Revise to read as follows:**

**(a) Detectable Warning Surface (DWS).** Provide a DWS product from a manufacturer listed in Bulletin 15 and meeting the requirements of the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG). Provide certification as specified in Section 106.03(b)3 that the DWS meets the following PROWAG criteria:

- **General.**Detectable warning surface with the surface comprised of truncated domes.Dome size and spacing as specified and as indicated on Standard Drawing, RC-67M.
- **Surface.**Slip resistant.
- **Contrast.**Provide a DWS color, as approved by the Representative, that contrasts visually with adjacent walking surfaces either light-on-dark or dark-on-light.

**SECTION 930—POST MOUNTED SIGNS, TYPE A**

- **SECTION 930.2(a) Extruded Aluminum Channel Signs, Posts, and Miscellaneous Material.Revise to read as follows:**

**(a) Extruded Aluminum Channel Signs, Posts, and Miscellaneous Material.**

- Extruded Aluminum Channel Signs—Section 1103.02
- Steel S or W Beam Posts and Breakaway System—Section 1103.07
- Galvanized Steel Hex Head Bolts, Nuts, Lock - Washers; Aluminum Post-Clips, Auxiliary Supports for Exit Panels, 1/8-inch Rivets—Section 1103.11

- **SECTION 930.3(h) Erection.Revise to read as follows:**

**(h) Erection.** Install nuts on post clips with a torque wrench for extruded aluminum channels. Apply 225 inch-pounds of torque to each galvanized nut with the threads dry, clean, and unlubricated.

Attach the sign to posts with twist - in toggle and buckle straps or stainless steel post - clips for flat sheet aluminum. Apply 225 inch-pounds of torque to each stainless steel nut with the threads dry, clean, and unlubricated.

Clean signs after erection, removing any accumulation of oil, grease, dirt, or foreign material.

Brace the panel with one or more auxiliary supports if exit panels cannot be supported by two sign posts.

### **SECTION 931—POST MOUNTED SIGNS, TYPE B**

- **SECTION 931.2 MATERIAL. Revise to read as follows:**

**931.2 MATERIAL**—As shown on the Standard Drawings and as follows:

- Flat Sheet Signs—Section 1103.04
- Breakaway Steel Posts—From a manufacturer listed in Bulletin 15, and as specified in Section 1103.08.
- Anti - Theft Hardware—Section 1103.11, System A
- Packaged Dry Concrete—Section 624.2(b)

### **SECTION 932—POST MOUNTED SIGNS, TYPE C**

- **SECTION 932.2(a) Signs, Posts, Supports, and Miscellaneous Material. Revise to read as follows:**

**(a) Signs, Posts, Supports, and Miscellaneous Material.**

- Flat Sheet Signs—Section 1103.04
- Treated Wood Posts—Section 1103.09
- Anti-Theft Hardware—Section 1103.11, System A
- Lag Screws—Section 1103.11(d)
- Shims and Bars—Section 1105.02(a)2
- Brackets—Section 1105.02(f)2

### **SECTION 934—POST MOUNTED SIGNS, TYPE E**

- **SECTION 934.2(a) Extruded Aluminum Channel Signs, Posts, Supports, and Miscellaneous Material. Revise to read as follows:**

**(a) Extruded Aluminum Channel Signs, Posts, Supports, and Miscellaneous Material.**

- Extruded Aluminum Channel Signs—Section 1103.02
- Treated Wood Posts—Section 1103.09(a)
- Composite Posts—Section 1103.09(b)
- Galvanized Steel Hex Head Bolts, Nuts, Lock-Washers; Aluminum Post-Clips, Auxiliary Supports for Exit Panels, Rivets—Section 1103.11
- Angles (Supports)—Section 1103.12(g)
- Shim Bars and Plates (Supports)—Section 1105.02(a)2

- **SECTION 934.2(b) Flat Sheet Aluminum Signs with Stiffeners, Posts, and Miscellaneous Material. Revise to read as follows:**

**(b) Flat Sheet Aluminum Signs with Stiffeners, Posts, and Miscellaneous Material.**

- Flat Sheet Aluminum Signs with Stiffeners—Section 1103.03
- Treated Wood Posts—Section 1103.09(a)
- Composite Posts—Section 1103.09(b)
- Rivets—Section 1103.11(e)
- Stainless Steel Bolts, Nuts, Washers, Post-Clips; Twist-In Toggles and Buckle Straps; Butting Plates; Auxiliary Supports for Exit Panels—Section 1103.11
- Angles (Support)—Section 1103.12(g)
- Shim Bars and Plates (Supports)—Section 1105.02(a)2

**SECTION 935—POST MOUNTED SIGNS, TYPE F**

- **SECTION 935.2 MATERIAL.**Revise to read as follows:

**935.2 MATERIAL**—As shown on the Standard Drawing for the corresponding type post and as follows:

- Flat Sheet Signs—Section 1103.04
- Brackets and Bars (Supports)—Section 1103.12
- Extruded Aluminum Channel Signs—Section 1103.02
- Flat Sheet Aluminum Signs with Stiffeners—Section 1103.03
- Galvanized Steel Hex Head Bolts, Nuts, Lock-Washers; Aluminum Post-Clips; Lag Screws; Rivets; Anti-Theft Sign Hardware (System A)—Section 1103.11

**SECTION 938—DISTANCE MARKERS**

- **SECTION 938.2 MATERIAL.**Revise to read as follows:

**938.2 MATERIAL**—As shown on the Standard Drawings and as follows:

- Aluminum Blanks—Section 1103.04(a)
- Breakaway Steel Posts—Section 1103.08
- Anti - Theft Hardware—Section 1103.11(j)
- Brackets, Bars, Clamps, Straps and Gussett Plates (Supports)—Section 1103.12(i)

**SECTION 1012—PEDESTRIAN RAILING**

- **SECTION 1012.2(a) Railing.**Revise to read as follows:

**(a) Railing.**

- Aluminum-Alloy Casting—ASTM B 26/B 26M, Alloy SG70A-T6 or ASTM B 108, Alloy SG70A-T6.
- Aluminum-Alloy Bolts—ASTM B 211/B 211M, Alloy 2024-T4.
- Aluminum-Alloy Nuts—ASTM B 211/B 211M, Alloy 6061-T6.
- Nylon Washers—Section 1103.11(j)2
- Bolt Heads—Regular hexagon, ANSI B18.2.3.5M (ANSI B18.2).
- Nuts. Finished hexagon, ANSI B18.2.4.6M (ANSI B18.2)—Threads, Class 6, 6g, or 6H (Threads, Class 2, 2A, or 2B).
- Aluminum Alloy Balusters – ASTM B 221/B 221M, Alloy 6061-T4.
- Post assembly and panel to post aluminum washers – ASTM B209, Alloy 2024-T3.
- Cast Aluminum Post Base – ASTM B 26/B 26M, Alloy SG70A-T6 or ASTM B 108/ B 108M, Alloy SG70A-T6.
- Other Aluminum Alloys—Section 1013.2(a)

Certify as specified in Section 106.03(b)3.

**SECTION 1015—PROTECTIVE BARRIER**

- **SECTION 1015.2(a) Barrier.**Revise to read as follows:

**(a) Barrier.**

- Aluminum-Alloy Extruded Section—ASTM B 221/B 221M, Alloy 6061-T6 or 6351-T5.
- Aluminum-Alloy Sheet and Plate—Alloy 6061-T6
- Aluminum-Alloy Bolts— ASTM B 211, Alloy 2024-T6 or 6061-T6
- Aluminum-Alloy Nuts—ASTM B 211/B 211M, Alloy 6061-T6.
- Nylon Washers—Section 1103.11(j)2
- Bolt Heads—Regular hexagon. ANSI B18.2.3.5M (B18.2)
- Nuts—Finished hexagon, ANSI B18.2.4.6M (B18.2) Thread, Class 6, 6g, or 6H (2, 2A, or 2B)
- Other Aluminum Alloys—Section 1013.02(a)

Certify as specified in Section 106.03(b)3.

**SECTION 1103—TRAFFIC SIGNING AND MARKING**

- **SECTION 1103.11 MISCELLANEOUS MATERIALS.**Revise to read as follows:

**1103.11 MISCELLANEOUS MATERIALS—**

(a) **Hex Head Bolts, Nuts, and Washers for Extruded Panel Sign Post-Clips.**Galvanized steel as specified in Section 1105.02(s):

1. **Hex Head Bolts.**ASTM A307, Grade A or B.
2. **Nut.**ASTM A563 DH or ASTM A194 Grade 1 or 2.
3. **Washer.**Carbon steel helical coil or ASTM F436 or ASTM F844 (Note 1)

**Note 1:**If either ASTM F436 or ASTM F844 flat washers are used, bolt must be fastened either using two nuts or a single nut with the threads galled adjacent to the nut to prevent loosening.

(b) **Post - Clips.**For extruded panel signs, aluminum, conforming to ASTM B 108, Alloy 356-T6. For flat sheet aluminum signs with stiffeners, stainless steel, Type 304, 14 gage.

(c) **Auxiliary Supports for Exit Panels.**Aluminum conforming to ASTM B 211/B 211M, Alloy 6061-T6. 3 inches by 3 inches by 3/16-inch angle, 6 1/2 feet long or long enough to attach to three stiffeners on the main sign.

(d) **Lag Screws.** 5/16-inch round head, galvanized steel as specified in Section 1105.02(s); ASTM A 307.

(e) **Rivets.**Aluminum, self - plugging or hollow - core, as follows:

- 3/16-inch for mounting reflective units and distance plaques—Alloy 5056 with 7178 mandrels.
- 3/16-inch for mounting flat aluminum sheets to stiffeners sections— Alloy 5056 with carbon steel mandrels.

Rivet size specified is the minimum shank diameter. Use rivets with sufficient grip range to attach to background sign material, stiffeners, or posts. Use a No. 10 drill for 3/16-inch rivets for attachment of stiffeners and splice bars.

(f) **Bolts, Nuts, and Washers for Flat Sheet Aluminum Signs with Stiffeners.**Stainless steel, Type 304 bolts. Use 5/16-inch by 1 inch long for butting plates and 5/16-inch by 2 inches long for post - clips. Use standard connection bolts or twist - in bolts.

(g) **Twist - in Toggle and Buckle Straps.**Stainless steel, Type 201, and 0.75 inch wide and 0.03 inch thick, with rounded edges. Spot welded, twist - in type toggle on end of strap. Spot welded, antirotational buckle on other end of strap. Toggles and buckles shall be stainless steel, Type 304, and 1/16 inch thick.

(h) **Butting Plates.**Fabricate from stainless steel, Type 304.

(i) **Anchors.**Section 1105.02(c)2.From a manufacturer listed in Bulletin 15.

(j) **Anti - Theft Sign Hardware.**

**1.System A.**

- **Bolts.** Section 1105.02(c)1 and as follows:

Provide 5/16 inch by 2 1/2-inch steel carriage bolts with minimum 1711/16-inch diameter round head, square neck, and threads to within 1 inch of head.

Furnish bolts having a mechanically deposited cadmium coating, ASTM B 696, or zinc, Type I coating as specified in Section 1105.02(s).

- **Nuts.** Square, pyramidal-shaped nuts with all four sides sloping at an angle of 41 degrees; 5/16-18 UNC threads; C-1010 cold-rolled steel, case hardened to Rockwell hardness of 55 to 60.

Furnish nuts having a 0.002 inch to 0.005 inch thick, mechanically deposited, zinc, Type II yellow chromate coating as specified in Section 1105.02 (s) (ASTM B 695), tested according to ASTM B 201.

**2.System B.**

- **Bolts.** Section 1103.11(m) and as follows:

Provide 5/16-inch by 2 1/2-inch and 5/16-inch by 3-inch bolts with minimum 9/16-inch diameter one-way heads and threads to within 1 inch of head.

- **Nuts.** Section 1103.11(n) and as follows:

Provide nuts, Alloy 2011-T3, double-chamfered hexagon with self-locking conical shape 9/16-inch - 3/8-inch by 3/16-inch unit under the nut with 5/16-18 UNC threads. Hexagon portion should break away from self-locking unit with 5/16-18 UNC to 40 inch-pounds to 80 inch-pounds of torque.

- **Washers.** Nylon 1/8 inch thick by 1-inch minimum outside diameter with 480 inch-pounds maximum allowable applied torque.

**(k) Banding.** Stainless steel, Type 201, 0.750 inch wide by 0.030 inch thick, with rounded edges for handling ease and safety. Buckles and other necessary hardware shall be of stainless steel, Type 304.

**(m) Aluminum Bolts.** ASTM B 211/B 211M. Alloy 2024-T4, thread fit, ANSI Class 6g, and threads shall be within two threads of the head or a minimum of 1 3/4 inches.

**(n) Aluminum Nuts.** ASTM B 211/B 211M. Alloy 2024-T6, thread fit, ANSI Class 6H (ANSI Class 2B, 18 UNC threads).

**00 - a07100 Notice to Contractor**

**Addendum:** 2

**Associated Item(s):**

**Header:**

NOTICE TO CONTRACTOR

**Provision Body:**

Due to issues relating to Threatened and Endangered Species, no work is to be conducted on the bridge from March 1 through July 15. Coordinate with the District Environmental Unit (Tyler Mercer: 412-429-4905) prior to the start of any activities on the bridge. The District Environmental Unit will coordinate with the Pennsylvania Game Commission (PGC).

**00 - b09010 D11 Section 901**

**Addendum:**

**Associated Item(s):**

**Header:**

SECTION 901

**Provision Body:**

ADVANCE REQUIREMENTS

Provide two weeks advance notice to affected municipalities, respective Emergency Services, City of Pittsburgh Department of Public Works' Bureau of Transportation and Engineering (412-255-8850), local school districts, the Allegheny County Port Authority (412-854-7328) and Chuck Rompala at (412-566-5321), the Pennsylvania State Police (412-787-2000), PENNDOT Allegheny County Maintenance Manager (412-781-3260), and the appropriate State Representative or Senator, prior to beginning any work or imposing any traffic restrictions. Additionally, provide notification to all affected businesses and property owners four days prior to the erection of the Advance Construction Advisory signs. (District Construction Unit will provide typical form at pre-job conference.) Keep them informed at all times of changes to traffic restrictions as they occur.

Notify property owners ten days in advance of driveway restrictions affecting their properties.

Make a survey along with the Inspector-in-Charge or his authorized representative by videotaping and voice recording onto a DVD format the location of all existing pavement markings, existing signs, road conditions and all potential driveway and/or private problems within the project limits prior to beginning construction. Use this information in placing all pavement markings and signs. Provide an additional copy of the DVD to the Inspector-in-Charge or his authorized representative before construction begins. Properly label the DVD with the Contract #, SPN, SR #(s), date video was taken and by whom. Contact the District Traffic Engineer before making any changes to the existing pavement marking patterns, or signs or other devices.

Section 901.1 DESCRIPTION –

Revise the first sentence to read: This work is the furnishing, installing, maintaining and protection of traffic adjacent to and within the Work Zone including the Active Work Zone, and relocating of traffic control devices.

Section 901.3(h) Existing Department Signs. Revise first sentence of first paragraph to read:

Remove all existing signs as required to accommodate construction operations.

Reinstall these signs at the completion of the project and/or as directed by the Inspector-in-Charge.

Arrange with local police to restrict parking on streets within the work area. Maintain the minimum number of lanes specified.

Ten days prior to construction, erect the Advance Construction Advisory signs on Type III barricades as depicted below.

*SR 0030 ROAD WORK	Use 150 mm (6") Series C black letters on a reflective orange background with a 12 mm (1/2") black border and 150 mm (6") corner radius.
Begins (Date)	

\*Use U.S. Route 30 Marker

Erect signs at each limit of work and at the following locations:

Remove the signs when construction begins.

Notify the District Traffic Engineer and authorized representative prior to implementing phase change.

TRAFFIC CONTROL/DEVICES REQUIREMENTS

Section 901.2 MATERIAL - Revise by adding the following sentence:

For all barricades, provide barricade rails constructed of non-metallic materials.

The signs and traffic control devices listed or indicated on the Traffic Control Plan or Publication 213 represent the minimum requirements for this item and as such, are for information only. The number and types of traffic control signs and devices for this project will be predicated on the number and location of work sites, the extent of repairs and the planned sequence of operations.

Replace reflective sheeting should it become damaged where reflectivity becomes impaired. Immediately repair or replace damaged, defaced or dirty signs, devices or barrier.

Provide additional channelizing devices and barricades at intersections, major driveways and ramps to prevent vehicles from turning onto any lane closed for construction. Space channelizing devices at 1.5 m (5-foot) intervals or as directed by the District Traffic Engineer or authorized representative or the Inspector-in-Charge.

Use channelizing devices with Type C steady burn lights for all nighttime lane restrictions. Mount a light on each device used in transition areas and on every third device used in tangent sections.

Space channelizing devices in the tangent sections at one times the normal posted speed limit unless otherwise noted on the Traffic Control Plan or as directed by the District Traffic Engineer's authorized representative or the Inspector-in-Charge.

For overnight operations, if located within 152 m (500 feet) of any residence or business use arrow panels that are electrically, solar or battery operated.

When working within the travel lanes, use a shadow vehicle equipped with a truck-mounted impact attenuator to protect each work area as shown in Publication 213. Placement - Place shadow vehicle with mounted impact attenuator and arrow panel 100 feet up stream of each active construction area or as indicated on the PATA and/or as directed.

Erect construction warning signs prior to the limit of work as shown in Publication 213, PATA 24.

Erect "ROAD WORK AHEAD" (W20-1, W30-1-6) signs with Type B lights attached on each intersecting road and major drive as shown in Publication 213, for the appropriate situation.

Post Act 229 signs in accordance with the requirements specified in Publication 213 - 'Act 229 Guidelines'.

Provide a Traffic Control Supervisor or Supervisors and phone numbers where they can be reached on a 24-hour - 7 days a week basis for the duration of the project. The Traffic Control Supervisor must be knowledgeable of work zone traffic control including incident management. The Traffic Control Supervisor must have a thorough understanding of the Manual on Uniform Traffic Control Devices (MUTCD) and Publications 212 and 213. The Traffic Control Supervisor shall attend the pre-job meeting. The Supervisor's responsibilities are as follows:

- Notify District Public Relations Office, affected municipalities and property owners of all traffic restrictions. Prepare News Releases and submit to the Inspector-in-Charge for his concurrence prior to the final submission to the District Office.

- Implement and maintain traffic control schemes. Place and maintain all traffic control signs and devices used on the project.

- Conduct daily reviews and document the performance of traffic control signs, devices, off-duty uniformed police and temporary pavement markings during the day and night, adverse weather conditions and active and inactive construction operations, as directed. The Traffic Control Supervisor will present all MPT problems and discrepancies in writing to the Department's Inspector-in-Charge by noon of each day.

- Prepare and submit the proposed corrective action to the Department's Inspector-in-Charge. Correct any deficiencies or damage discovered during the daily review immediately.

- Notify the Traffic Management Center (TMC) 412- 429-6030 or Jason Previte at (412) 475-1862, fifteen (15) minutes prior to imposing any lane restrictions and prior to removing any lane restrictions.

- Designate a representative to serve on Incident Management Committee.

- Maintain a daily written record of any crashes, work zone incidents, and maximum queue lengths for each traffic pattern for the life of the project. All feedback received from the public through phone calls, in person, or in writing shall also be captured. This information shall be submitted daily to PENNDOT's Inspector-in-Charge and will be logged and forwarded to the District Traffic Unit when requested.

- Maintain ongoing communication with the Inspector-in-Charge regarding operations that will impact transportation operations in the project area. The Contractor shall develop and maintain lists of phone, fax numbers and e-mail addresses for the affected stakeholders within the project area, including but not limited to: Townships, school districts, emergency services, major businesses, transit companies, nearby trucking firms, and other prominent traffic generators in the project vicinity. The Contractor is responsible for notifying these groups of changes in the traffic

control phasing at least 48 hours in advance of the phase change or as directed by the Inspector-in-Charge in writing when this notification occurs.

When the work area encroaches on a crosswalk, sidewalk or other pedestrian walkway, submit a detailed plan for satisfactorily closing the walkway to pedestrian traffic to the Inspector-in-Charge. Include the number and type of devices to be used in accordance with the appropriate figure from Publication 213. Do not close any walkway without prior approval of the plan, and at all times adheres to the submitted plan unless otherwise directed.

Provide sufficient number of properly attired flaggers (vest; leggings, hard hat) to adequately control traffic flow through the work zone, which includes any intersecting streets in the work zone, and as directed.

Do not cause intermittent traffic stoppages for longer than 5 minutes. When traffic stoppages are necessary, position flaggers and signs as shown in Publication 213, PATA 10a. Do not stop traffic between 6 A.M. to 9 A.M. or 3 P.M. to 6 P.M. After any one 5 minute stoppage, all Queued Traffic shall be cleared and any succeeding 5 minute stoppage shall not occur until traffic has returned to "normal" pre-stoppage flow.

Do not change any part of the Traffic Control Plan and/or Section 901 without prior written approval of the District Traffic Engineer or authorized representative. This includes but is not limited to:

- Traffic Control Phasing
- Location and hours of operation for all off-duty uniformed police officers.
- Times and/or dates when traffic may not be restricted.
- Any short-term or long-term detours.
- Item 0901-0240 Additional Traffic Control Signs. All locations and messages must be approved by the District Traffic Engineer or authorized representative.

Limit any lane closure to the length necessary to safely perform the required work.

Do not allow employees to park their personal vehicles on any traveled roadway, shoulder, median or seeded area along the highway.

When working at or within close proximity to a signalized intersection, provide off duty uniformed police officers to control and direct traffic at the intersection. Provide police officers to manually operate traffic signals or have the police officers place the signals in a flashing mode and direct traffic at the intersection. Give the municipality one week advance notice prior to working within a signalized intersection. Prior to removing the police officer at the end of the workday, return the traffic signals to normal operation.

Be advised that most of the boroughs and townships have noise ordinances. Obtain the necessary permits prior to construction.

Open the specified roadway and/or ramps by the specified times, dates, and/or calendar day durations, or be assessed Road Users Liquidated Damages as specified in the Special Provisions entitled "Road Users Liquidated Damages."

## TRAFFIC/CONSTRUCTION RESTRICTIONS

- TIME RESTRICTIONS

Do not restrict traffic flow on SR 30 westbound from 6 A.M. to 9 A.M. and during non-working hours.

Do not restrict traffic flow on SR 30 eastbound from 3 P.M. to 6 P.M. and during non-working hours.

- LANE WIDTH RESTRICTIONS

On SR 30, during permitted work times maintain a minimum of one 12-foot wide lane of unobstructed traffic in each direction during working hours in accordance with the appropriate Publication 213 figures and/or as directed by the District Traffic Engineer's authorized representative. Do not locate a transition within a signalized intersection.

Roadwork Notification and Approvals are required for all interstate or divided highways with ingress and egress at interchanges. Press Releases are required for all work within Department highway right-of-way. An initial Press Release for construction projects

is required to be submitted ten (10) workdays prior to the start of any project. All other press releases are required to be submitted three (3) workdays in advance of the restriction. At least three (3) workdays prior to any work or any change in traffic patterns for ongoing work on US 30, obtain a Roadwork Notification and Approval from the District Traffic Engineer, and notify the following: the Pennsylvania State Police Parkway Station Commander (412-787-2000); District Press Officer (412-429-5010) and the District Traffic Management Center (412-429-6030) of any Traffic and/or Construction restrictions. The Roadwork Notification and Approval (RNA) Form is found on the Department website through the following link: <ftp://ftp.dot.state.pa.us/public/districts/district11/traffic/workapproval.pdf>. The Contractor is responsible for completing all Press Releases and forwarding them to the Inspector-in-Charge. The Contractor is responsible for completing all Roadwork Notification and Approval Forms for the Inspector-in-Charge's signature and date. The Inspector-in-Charge processes the Roadwork Notification and Approval form in accordance with established procedures.

Section 901.3(m) Lateral Lane Restrictions. Revise the third paragraph to read:

Notify the Inspector-in-Charge by completing and submitting an RNA form at least twelve (12) workdays before implementing or changing any lateral lane restriction which provides less than 16 feet of pavement and shoulder in each direction for oversized vehicles. Notify the Inspector-in-Charge by completing and submitting an RNA form at least seven (7) workdays before removing the restriction. The RNA form is found on the Department website through the following link: <ftp://ftp.dot.state.pa.us/public/districts/district11/traffic/workapproval.pdf>.

Complete RNA form and forward it to the Inspector-in-Charge. The Inspector-in-Charge processes the Roadwork Notification and Approval form in accordance with established procedures.

A workday is defined as any day from Monday through Friday except holidays during normal PENNDOT District 11-0 office hours. The form should be submitted to the appropriate Department Unit(s) by 12 Noon on the first day. The following official Department holidays will not be included as workdays:

- New Year's Day
- Dr. Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

Open the roadway to all traffic at the end of each workday.

Clean the shoulders and open the bridge to all traffic at the end of each workday.

When using the shoulder area on a bridge for a temporary traffic lane, verify that traffic can be maintained on the water table (shoulder) due to inlets and scuppers prior to shifting traffic onto shoulder.

Coordinate working schedule with any adjacent Department, County, and/or local projects.

When working above a traveled roadway, provide false work, netting or other means to prevent construction debris, including water, from falling to the roadway below.

Covering Inappropriate or Conflicting Signs:

Remove, cover, or fold existing and work zone signs that are conflicting, inappropriate, or are not applicable to existing and temporary conditions so that they are not readable by oncoming traffic.

When covering signs, completely cover them with a material that will prevent the sign from being read during all conditions of light and weather. A single layer of burlap or non-opaque materials are not permitted to be used to cover a sign since those materials may let the underlying sign message be seen at night because headlights reflect the message through the material.

Remove or deactivate any warning lights during those periods when signs are covered or folded.

Section 901.4(a) Maintenance and Protection of Traffic During Construction. Revise by adding the following:

Includes floodlights, shadow vehicles, truck mounted attenuators, and associated maintenance, fuel, relocations, and operating costs for the duration of the project.

Section 901.4(b) Separate Pay Items. Revise by deleting the 6th bullet and and 26th bullet.

**I6091F - c06091 ITEM 0609-0009 - EQUIPMENT PACKAGE**

**Addendum:**

**Associated Item(s):** 0609-0009

**Header:**

**Provision Body:**

**Appendix**

**Table A**

<b>EQUIPMENT PACKAGE</b>	
<b>Equipment</b>	<b>Quantity</b>
<b>Communications Equipment</b>	
Copier <sup>(1)</sup>	0
Fax Machine <sup>(1)</sup>	0
Cellular Phone(s)	2
<b>Electronic Equipment</b>	
Digital Camera	1
Document Scanner <sup>(2)</sup>	0
Laser Printer <sup>(2)</sup>	0
Color Printer <sup>(2)</sup>	0
<b>Specialized Equipment</b>	
Surveyor's Level & Measuring Rod	0
Electronic Digitizer	0
Digital Display Level	0
Infrared Thermometer	0
Laser Range Finder	0
Paper Shredder	0
<b>Miscellaneous Items</b>	
Internet Service Provider	1

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.

(2) Unless otherwise approved, a multifunction machine may not be furnished in lieu of a separate scanner, laser printer and color printer.

**Microcomputer Systems.** A total of two microcomputer systems 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.

**00 - c90001 Items 9000-0001/0002 - Expansion Keeper Removal/Contraction Keeper Removal**

**Addendum:**

**Associated Item(s):** 9000-0001, 9000-0002

**Header:**

**Provision Body:**

DESCRIPTION - This work is the removal and satisfactory disposal of the existing metal bearing welded steel keeper bars in accordance with Sections 1105, 1070, and as follows. The work also includes the required access to the bearings and the reconditioning of the masonry plate following the keeper removal. Specific items of work include:

- Access to the existing bearing assembly.
- Provide adequate protective shielding below work area during all procedures to ensure falling debris is contained.
- Removal and disposal of 1/2" x 1/2" x 12" expansion and/or contraction keeper.
- Cleaning, grinding and polishing of existing masonry plate in the area of the removed expansion and /or contraction keeper.
- Apply paint to the exposed existing masonry plate and any existing painted surfaces damaged during the expansion/contraction keeper removal process.

FIELD CUTTING - Expansion/contraction keeper removal is to be by the use of abrasive cut-off/grinding wheels. Thermal methods of field cutting are not permitted.

CONSTRUCTION - Gain access to the expansion and/or contraction keeper. Provide adequate protective shielding below the work area. Use abrasive cut-off/grinding wheels to remove and dispose of the expansion/contraction keeper from the existing masonry plate. Grind, polish and clean the area of the existing masonry plate where the expansion/contraction keeper has been removed. Match the finish of the existing masonry plate as closely as possible to ANSI 3.2 µm (0.13 mil) as required in Section 1105.03(q). Clean and paint, in accordance with Section 1070, the exposed areas of the existing masonry plate that will not be in contact with the moving bronze bearing plate. Mask exposed surfaces if necessary.

MEASUREMENT AND PAYMENT - Each. Access to the existing bearing assembly, installation of protective shielding, removal and disposal of the expansion/contraction keeper, and conditioning and painting of the existing masonry plate, are all incidental to this work.

**00 - c90003 Item 9000-0003 - Bearing Keeper Assembly**

**Addendum:**

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

**Header:**

**Provision Body:**

DESCRIPTION - This work the fabrication and installation of Bearing Keeper Assemblies in accordance with Section 1105 and as follows. Complete the following tasks following the removal of the existing Bearing Keepers (Items 9000-0001 and 9000-0002):

- Fabrication of Bearing Keeper Assembly.
- Galvanizing of Bearing Keeper Assembly.
- Installation of Bearing Keeper Assembly.

MATERIAL - In accordance with Section 1105.02 and as indicated.

FABRICATION - In accordance with Section 1105.03 and as indicated. Galvanize all components of the Bearing Keeper Assembly in accordance with Section 1105.02(s).

CONSTRUCTION - Gain access to the bearing work area. Provide adequate protective shielding below the work area during installation to ensure falling debris is contained. Install the Bearing Keeper Assembly after the existing keeper bars are removed and the masonry plate reconditioned. Place the Bearing Keeper Assembly to the front and rear face of the existing masonry plate as indicated. Tighten the single nuts on the all-thread tie rods to achieve a "snug fit" at each face of the existing masonry plate. Lock the locking nuts on the all-thread tie rods.

MEASUREMENT AND PAYMENT – Each. Fabrication, galvanizing, installation of the bearing keeper assembly, work area access and protective shielding are incidental to this work.

## Performance Bonds

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**Surety Company:** Liberty Mutual Insurance Company  
**Bonding Agency:** Seubert & Associates, Inc.  
**Producer:** Josephine M Streytle/PennDOT BP-002229  
**Co-Insurer:** No

**Status:** Accepted  
**Bond Number:** 387005275  
**Bond Amount:** \$187,250.00  
**NAIC:** 23043

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KNOW ALL MEN BY THESE PRESENTS, That we, *Advantage Steel and Construction L.L.C* of 2300 South Noah Drive , Saxonburg, PA 16056 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 \$187,250.00, 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 20 day of September A.D. 2012.

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 the bond amount defined above.

The description and location of the project is as follows: modifying selected bearings and other miscellaneous construction, as indicated on the approved drawings included in the bid package for STATE ROUTE 30, SECTION A26, in ALLEGHENY COUNTY, EAST PITTSBURGH BOROUGH and NORTH VERSAILLES TOWNSHIP, from approximately the Ramp from SR 30 to Linden Avenue at Segment 250/251 Offset 750/731 to point approximately 1,700 feet east of that Ramp at Segment 260/261 Offset 1616/1616.

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 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.

**Bond Workflow Status**

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<b>Status</b>	<b>Name</b>	<b>Disposition</b>	<b>Date/Time</b>
Draft	Jennifer A McKee/ PennDOT BP-001409	Submit	09/20/2012 08:21:36 AM
Producer Review	Josephine M Streytle/ PennDOT BP-002229	Sign	09/20/2012 08:27:57 AM
Contractor Review	Brian Hawk/PennDOT BP-001409	Sign	09/27/2012 09:41:56 AM
BOD CMD Review	Roland L Rode/PennDOT	Accept	10/02/2012 11:33:29 AM

## Payment Bonds

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**Surety Company:** Liberty Mutual Insurance Company  
**Bonding Agency:** Seubert & Associates, Inc.  
**Producer:** Josephine M Streytle/PennDOT BP-002229  
**Co-Insurer:** No

**Status:** Accepted  
**Bond Number:** 387005275  
**Bond Amount:** \$187,250.00  
**NAIC:** 23043

---

KNOW ALL MEN BY THESE PRESENTS, That we, *Advantage Steel and Construction L.L.C of 2300 South Noah Drive , Saxonburg, PA 16056* 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 \$187,250.00, 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 20 day of September A.D. 2012.

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 the bond amount defined above.

The description and location of the project is as follows: modifying selected bearings and other miscellaneous construction, as indicated on the approved drawings included in the bid package for STATE ROUTE 30, SECTION A26, in ALLEGHENY COUNTY, EAST PITTSBURGH BOROUGH and NORTH VERSAILLES TOWNSHIP, from approximately the Ramp from SR 30 to Linden Avenue at Segment 250/251 Offset 750/731 to point approximately 1,700 feet east of that Ramp at Segment 260/261 Offset 1616/1616.

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, 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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<b>Status</b>	<b>Name</b>	<b>Disposition</b>	<b>Date/Time</b>
Draft	Jennifer A McKee/ PennDOT BP-001409	Submit	09/20/2012 08:21:54 AM
Producer Review	Josephine M Streyle/ PennDOT BP-002229	Sign	09/20/2012 08:27:17 AM
Contractor Review	Brian Hawk/PennDOT BP-001409	Sign	09/27/2012 09:41:19 AM
BOD CMD Review	Roland L Rode/PennDOT	Accept	10/02/2012 11:33:17 AM

## Insurance

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**Willis of Pennsylvania, Inc.**

444 Liberty Ave  
Four Gateway Center  
Ste 505  
Pittsburgh, PA 15222

**Company:** The Charter Oak Fire Insurance Company  
**Policy:** VTOCO5647B045COF12  
**Expiration:** 01/01/2013

## MBE/WBE Commitments

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**MBE/WBE:** 3% / 3%

**Approved:** 0.00% / 3.00%

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**Perform Less Than 50% of Work Items:** No

**MPL Evaluation:** No

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<b>Status</b>	<b>Business Partner</b>	<b>Business</b>	<b>% of Bid</b>	<b>Submitted</b>	<b>Acknowledged</b>
Approved	Beth's Barricades	Subcontractor	3.00%	09/18/2012	09/18/2012

**Beth's Barricades**

**Prime**

**Contact:** Brian Hawk  
**Phone:** 724-352-4842  
**MBE/WBE:** 3% / 3%

**Status:** Approved  
**Revision Number:**

**MBE/WBE**

**Business Partner:** Beth's Barricades  
**Type:** WBE  
**Contact:** Elizabeth Nury  
**Phone:** 412-767-8830  
**DBE JVT%:**  
**Certification:** 12455  
**Cert. Expiration:** 09/30/2012

**Agreement Amount:** \$5,617.50  
**% of Bid:** 3.00  
**Mobilization:** \$0.00  
**Starting:** 06/01/2013  
**Completion:** 08/27/2013  
**Business Type:** Subcontractor

**Items**

None

**Partial Items**

Item	Description	Unit of Measure	Quantity
0901-0001	MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION	LS	1.000

**Comment**

None

**Workflow**

Status	Name	Disposition	Date/Time
Draft	Jennifer A McKee/PennDOT BP-001409	Submit	09/18/2012 10:21:19 AM
Awaiting Acknowledgement	David J Nury/PennDOT BP-003313	Acknowledge	09/18/2012 11:12:46 AM
Acknowledged	Jennifer A McKee/PennDOT BP-001409	Submit	09/18/2012 02:21:52 PM
PennDOT Review	Delores A Ritzman/PennDOT	Approve	09/19/2012 08:34:23 AM

# Plans

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Plans	Addendum
Roadway Plan	3
<b>Supplemental Plans</b>	
Existing Structure Plan	
Structure Plan - S-32965	

## Attachments

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### Project-Specific Checklist Items

Addendum

Project Specific - Steel Escalation Option Form

### Reviews

None

### Contract Award Items

State Wage Rate - Serial No. 12-05198

### Local Agreements and Coordination

None

### Environmental Clearances

None

### Permits

Environmental Due Diligence (EDD) - Contractor

Environmental Due Diligence (EDD) - PennDOT

### Right of Way

None

### Survey

None

### Utilities Clearance

None

### Utility Engineering

None

### Construction Items

Pre-Bid Construction Schedule

2

### Structures and Geotechnical

None

### Railroad Coordination

None

### Traffic

None

### Construction Coordination

None

### Maintenance Items

None

### Estimates

None

### Comments: