

ECMS Highway Construction

Contract: 79484

New Enterprise Stone & Lime Co., Inc. XX-XXXXXXX

New Enterprise

814-766-2211 Ext: 3248 (phone)

814-766-4401 (fax)

bidding@nesl.com

Prime Business Partner

NorthumberlandCounty

SR 225, Section 37M

Trevorton to Shamokin

Location

X034-236-L25E

Federal Project

P-3002250837M-0340-373-1

WBS Element

September 13, 2012

Bid Opening

TABLE OF CONTENTS

Contract.....	4
Addenda.....	8
Addendum: 1.....	8
Addendum: 2.....	9
Addendum: 3.....	10
Bid Items.....	11
Special Provisions.....	13
G2A - a00002 PUBLIC BID OPENING LOCATION.....	13
G101B - a00101 GOVERNING SPECIFICATIONS AND APPLICABLE DESIGNATED SPECIAL PROVISIONS.....	13
G113B - a00113 CONTRACT PROVISIONS - RIGHT-TO-KNOW LAW.....	14
G1601A - a01601 E.E.O. COVERED AREA.....	15
G4301D - a04301 UTILITIES--THE REQUIREMENT TO LIST INFORMATION.....	15
G4802A - a04802 INDEX PRICE FOR DIESEL FUEL.....	17
G4811D - a04811 PRICE ADJUSTMENT FOR DIESEL FUEL COST FLUCTUATIONS FOR WARM MIX ASPHALT.....	17
G4891C - a04891 PRICE INDEX FOR WARM MIX ASPHALT.....	17
G4901A - a04901 PRICE INDEX FOR ASPHALT CEMENT.....	18
G4902C - a04902 PRICE ADJUSTMENT FOR STEEL COST FLUCTUATIONS.....	18
G7022A - a07022 CHANGES TO SPECIFICATION: SECTION 107.....	23
G7037D - a07037 CHANGES TO SPECIFICATIONS: SECTIONS 106, 108, 514, 515, 516, 676, AND 1107.....	24
G7038B - a07038 Changes to Specifications: Sections 101, 103, 110, 419, 695, 930, 931, 932, 934, 935, 938,.....	30
S2051A - b02051 SECTION 205 - BORROW EXCAVATION.....	38
S4096B - b04096 SECTION 409.3(h)1.a PLACING.....	38
S6081C - b06081 SECTION 608 - MOBILIZATION.....	38
S6092A - b06092-SECTION 609.2(g) MISCELLANEOUS MATERIALS.....	39
I4111B - c04111 ITEM 9411-0482/2495 - WARM MIX ASPHALT, WMA WEARING COURSE/ SCRATCH, PG 64-22, ETC.	39
I6091F - c06091 ITEM 0609-0009 EQUIPMENT PACKAGE.....	43
G30020B - r030021 EMERGENCY RESPONSE PROVISIONS.....	45
G30055B - r030055 PROJECT SPECIFIC MITIGATION TRACKING FORM.....	45
G30240C - r030240 ADVANCE NOTICE OF TRAFFIC RESTRICTIONS.....	46
G30330A - r030330 PERMANENT SIGNS.....	46
00 - r030433 CONSTRUCTION RESTRICTIONS.....	46
00 - r030435 SEQUENCE OF CONSTRUCTION OPERATIONS.....	47
S30040C - s030040 SECTION 409.3(a).....	48
S30050E - s030050 SECTION 460.3(b) - APPLICATION OF BITUMINOUS MATERIAL.....	48
S30060A - s030060 SECTION 515.....	49
S30070B - s030070 SECTION 601.....	49

S30073A - s030073 SECTION 601.3(c) LAYING PIPE 49

S30117C - s030117 SECTION 962 - WATERBORNE PAVEMENT MARKINGS 50

00 - t030033 ITEM 4201-0001 - CLEARING AND GRUBBING MODIFIED 50

I30050D - t030050 ITEM 4205-0364 - SELECTED BORROW EXCAVATION ROCK, CLASS R-4
MODIFIED 51

00 - t030260 ITEM 4686-0040 - CONSTRUCTION SURVEYING, TYPE C MODIFIED 51

00 - t030265 ITEM 4804-0011/0012 - SEEDING AND SOIL SUPPLEMENTS - FORMULA B/C
MODIFIED 51

I30270B - t030270 ITEM 4804-0014 - SEEDING - FORMULA E MODIFIED 52

I30310A - t030310 ITEM 0901-0001 - MAINTENANCE AND PROTECTION OF TRAFFIC DURING
CONSTRUCTION..... 52

00 - t031350 ITEM 9491-0071 - MILLING OF BITUMINOUS PAVEMENT SURFACE, 2 1/4"
DEPTH, ETC. 53

00 - t031420 ITEM 9601-0335, 0352, 0353, 0452, 0453, 0455, 0773, 0775, 0973, 0975, 2821,
2822, ETC. 53

00 - t031640 ITEM 9660-0040 - MILLED BITUMINOUS CENTERLINE RUMBLE STRIPS 54

00 - t031645 ITEM 9660-0050 - MILLED BITUMINOUS EDGELINE RUMBLE STRIPS 55

Performance Bonds..... 56

Payment Bonds 60

Insurance..... 64

DBE Commitments 65

Plans 67

Attachments 68

Contract

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

Incorporated Addenda are As follows:

Addendum No. 1, A1, dated 09/07/2012

Addendum No. 2, A2, dated 09/08/2012

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

THIS AGREEMENT, Made this 16 day of October A.D. 2012, between the Commonwealth of Pennsylvania by the Secretary of Transportation, hereinafter called the Commonwealth and *New Enterprise Stone & Lime Co., Inc.* 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 \$2,064,985.84 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 are as follows: For the mill and overlay with other associated work for an overall length of 25,509 linear feet (4.83 miles) all as indicated on the approved drawings for STATE ROUTE 225, SECTION 37M from approximately 1.0 miles east of TREVORTON at Segment 0440 Offset 0000 in ZERBE TOWNSHIP to approximately 0.1 miles west of SHAMOKIN at Segment 0540 Offset 1464 in COAL TOWNSHIP in NORTHUMBERLAND COUNTY.

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 07/03/2013. 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.

Fiscal Information:

Recorded Number: 79484

Certified Fund Available Under Activity Program: 373

Symbol: 010-008-10581-12/13-1

Amount: \$2,064,985.84

Contract Workflow Status

Status	Name	Disposition	Date/Time
Draft	Becki G Mescher-Vuxta/ PennDOT	Award	09/26/2012 09:41:11 AM
Contractor Review	Neal Smith/PennDOT BP-001149	Sign	09/26/2012 10:48:32 AM
BOD CMD Review	Roland L Rode/PennDOT	Accept	10/09/2012 04:02:46 PM
BOD Director Review	R. Wayne Willey/PennDOT	Sign	10/10/2012 07:47:05 AM
Chief Counsel Preliminary Review	Jeffrey M Spotts/PennDOT	Accept	10/10/2012 07:07:32 PM
Chief Counsel Final Review	Jeffrey M Spotts/PennDOT	Accept	10/10/2012 07:07:39 PM
Comptroller Review	Matthew P Eng/PennDOT	Accept	10/16/2012 11:28:03 AM
CMD Execute	Douglas A Nace/PennDOT	Submit	10/16/2012 12:58:13 PM

Addenda

Addendum: 1

Description:

The description and location of the project are as follows: For the mill and overlay with other associated work for an overall length of 25,509 linear feet (4.83 miles) all as indicated on the approved drawings for STATE ROUTE 225, SECTION 37M from approximately 1.0 miles east of TREVORTON at Segment 0440 Offset 0000 in ZERBE TOWNSHIP to approximately 0.1 miles west of SHAMOKIN at Segment 0540 Offset 1464 in COAL TOWNSHIP in NORTHUMBERLAND COUNTY.

Estimated Project: \$2,593,574.20
Federal Project Status: PENNDOT Oversight Non-NHS
DBE: 1.00%
Structure Work: 0.00%
Wage Rates: Yes
Project Type: Standard
State Type of Work: RESURFACING/OVERLAYS
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: 07/03/2013

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

Item and Quantity

Special Provision

Other

MODIFIED Details on Sheet 7 of 44 of the Roadway Plan.

Addendum: 2

Description:

The description and location of the project are as follows: For the mill and overlay with other associated work for an overall length of 25,509 linear feet (4.83 miles) all as indicated on the approved drawings for STATE ROUTE 225, SECTION 37M from approximately 1.0 miles east of TREVORTON at Segment 0440 Offset 0000 in ZERBE TOWNSHIP to approximately 0.1 miles west of SHAMOKIN at Segment 0540 Offset 1464 in COAL TOWNSHIP in NORTHUMBERLAND COUNTY.

Estimated Project: \$2,593,574.20
Federal Project Status: PENNDOT Oversight Non-NHS
DBE: 1.00%
Structure Work: 0.00%
Wage Rates: Yes
Project Type: Standard
State Type of Work: RESURFACING/OVERLAYS
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: 07/03/2013

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

Item and Quantity

Special Provision

ADDED Special Provision b04096 SECTION 409.3(h)1.a PLACING.

Other

Addendum: 3

Description:

The description and location of the project are as follows: For the mill and overlay with other associated work for an overall length of 25,509 linear feet (4.83 miles) all as indicated on the approved drawings for STATE ROUTE 225, SECTION 37M from approximately 1.0 miles east of TREVORTON at Segment 0440 Offset 0000 in ZERBE TOWNSHIP to approximately 0.1 miles west of SHAMOKIN at Segment 0540 Offset 1464 in COAL TOWNSHIP in NORTHUMBERLAND COUNTY.

Estimated Project: \$2,591,624.20
Federal Project Status: PENNDOT Oversight Non-NHS
DBE: 1.00%
Structure Work: 0.00%
Wage Rates: Yes
Project Type: Standard
State Type of Work: RESURFACING/OVERLAYS
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: 07/03/2013

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

Item and Quantity

CHANGED quantity for ITEM 0204-0150 CLASS 4 EXCAVATION from 115 CY to 50 CY.

Special Provision

Other

REPLACED Sheet 8 of 44 to reflect quantity change to ITEM 0204-0150 CLASS 4 EXCAVATION.
REMOVED ITEM 0204-0150 CLASS 4 EXCAVATION from Sheets 16, 17, and 18 of 44.

Bid Items

Item	Description	Quantity	Unit Price	Item Total	Addendum
4201-0001	CLEARING AND GRUBBING (MODIFIED)	1.000	\$21,000.00	\$21,000.00	
0203-0001	CLASS 1 EXCAVATION	50.000	\$20.00	\$1,000.00	
0203-0004	CLASS 1B EXCAVATION	3.000	\$311.00	\$933.00	
0204-0010	CLEANING EXISTING DITCHES	90.000	\$12.20	\$1,098.00	
0204-0150	CLASS 4 EXCAVATION	50.000	\$20.00	\$1,000.00	3
4205-0364	SELECTED BORROW EXCAVATION ROCK, CLASS R-4 (MODIFIED)	54.000	\$70.79	\$3,822.66	
0212-0001	GEOTEXTILE, CLASS 1	1,294.000	\$1.65	\$2,135.10	
0212-0003	GEOTEXTILE, CLASS 2, TYPE B	114.000	\$2.55	\$290.70	
0316-0437	SUPERPAVE ASPHALT MIXTURE DESIGN, FLEXIBLE BASE REPLACEMENT, PG 64-22, 0.3 TO < 3 MILLION ESALs, 25.0 MM MIX	1,794.000	\$170.00	\$304,980.00	
0350-0121	SUBBASE (NO. 2A)	595.000	\$27.00	\$16,065.00	
0460-0002	BITUMINOUS TACK COAT	22,173.000	\$0.01	\$221.73	
0461-0002	BITUMINOUS PRIME COAT	1,333.000	\$3.18	\$4,238.94	
0467-0001	HEAVY DUTY MEMBRANES	1,116.000	\$12.00	\$13,392.00	
0491-0019	MILLING OF BITUMINOUS PAVEMENT SURFACE, VARIABLE DEPTH, MILLED MATERIAL RETAINED BY CONTRACTOR	1,007.000	\$2.00	\$2,014.00	
0515-0001	SAWING AND SEALING OF BITUMINOUS OVERLAYS	2,232.000	\$2.57	\$5,736.24	
0516-2030	CONCRETE PAVEMENT PATCHING, TYPE A, 6" DEPTH	2.000	\$1,500.00	\$3,000.00	
0601-5901	CLEANING EXISTING PIPE CULVERTS, DIAMETERS UP TO AND INCLUDING 36"	879.000	\$4.27	\$3,753.33	
0605-2702	VANE INLET GRATE	8.000	\$590.00	\$4,720.00	
0605-2712	TYPE C CONCRETE TOP UNIT AND VANE GRATE	1.000	\$990.00	\$990.00	
0605-2730	TYPE M CONCRETE TOP UNIT AND GRATE	10.000	\$856.00	\$8,560.00	
0605-2731	TYPE M CONCRETE TOP UNIT AND BICYCLE SAFE GRATE	2.000	\$883.00	\$1,766.00	
0605-2732	TYPE M CONCRETE TOP UNIT AND VANE GRATE	4.000	\$963.00	\$3,852.00	
0605-2780	TYPE M FRAME AND GRATE	15.000	\$856.00	\$12,840.00	
0605-2850	STANDARD INLET BOX, HEIGHT < / = 10'	33.000	\$2,300.00	\$75,900.00	
0606-0150	GRADE ADJUSTMENT OF EXISTING MANHOLES	54.000	\$122.00	\$6,588.00	
0607-0013	REBUILT INLET BOX	8.000	\$1,100.00	\$8,800.00	
0608-0001	MOBILIZATION	1.000	\$124,000.00	\$124,000.00	
0609-0004	INSPECTOR'S FIELD OFFICE AND INSPECTION FACILITIES, TYPE C	1.000	\$15,000.00	\$15,000.00	
0609-0009	EQUIPMENT PACKAGE	1.000	\$2,500.00	\$2,500.00	
0610-7002	6" PAVEMENT BASE DRAIN	1,287.000	\$10.27	\$13,217.49	
0619-0470	PERMANENT IMPACT ATTENUATING DEVICE, TYPE II, TEST LEVEL 3 (ENERGY ABSORBING TERMINALS, TANGENT)	3.000	\$2,032.00	\$6,096.00	
0620-0400	TERMINAL SECTION, SINGLE	11.000	\$53.00	\$583.00	
0620-0500	RESET GUIDE RAIL	1,775.000	\$4.95	\$8,786.25	
0620-0503	REMOVE EXISTING GUIDE RAIL (CONTRACTOR'S PROPERTY)	1,956.000	\$1.11	\$2,171.16	
0620-0863	ANCHOR TERMINAL, BACKSLOPE	4.000	\$696.00	\$2,784.00	
0620-1075	TYPE 2-S GUIDE RAIL	1,725.000	\$16.27	\$28,065.75	
0630-0001	PLAIN CEMENT CONCRETE CURB	1.000	\$1,000.00	\$1,000.00	
4686-0040	CONSTRUCTION SURVEYING, TYPE C (MODIFIED)	1.000	\$5,900.00	\$5,900.00	
0689-0002	NETWORK SCHEDULE	1.000	\$1.11	\$1.11	
0802-0001	TOPSOIL FURNISHED AND PLACED	38.000	\$133.00	\$5,054.00	
0803-0001	PLACING STOCKPILED TOPSOIL	28.000	\$121.00	\$3,388.00	
4804-0011	SEEDING AND SOIL SUPPLEMENTS - FORMULA B (MODIFIED)	10.000	\$80.00	\$800.00	
4804-0012	SEEDING AND SOIL SUPPLEMENTS - FORMULA C (MODIFIED)	4.000	\$111.00	\$444.00	
4804-0014	SEEDING - FORMULA E (MODIFIED)	6.000	\$37.75	\$226.50	

ECMS Highway Construction Contract 79484

0901-0001	MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION	1.000	\$90,000.00	\$90,000.00
0901-0320	4" STANDARD PAVEMENT MARKINGS, PAINT & BEADS, YELLOW	153,000.000	\$0.15	\$22,950.00
0935-0001	POST MOUNTED SIGNS, TYPE F	9.000	\$53.50	\$481.50
0937-0105	GUIDE RAIL MOUNTED DELINEATOR TYPE B, (Y/Y)	14.000	\$16.04	\$224.56
0937-0107	GUIDE RAIL MOUNTED DELINEATOR TYPE B, (W/W)	14.000	\$16.04	\$224.56
0937-0112	GUIDE RAIL MOUNTED DELINEATOR TYPE D, (Y/B)	14.000	\$8.55	\$119.70
0937-0114	GUIDE RAIL MOUNTED DELINEATOR TYPE D, (W/W)	14.000	\$8.55	\$119.70
0962-1000	4" WHITE WATERBORNE PAVEMENT MARKINGS	51,000.000	\$0.11	\$5,610.00
0962-1005	4" YELLOW WATERBORNE PAVEMENT MARKINGS	40,094.000	\$0.11	\$4,410.34
9411-0482	WARM MIX ASPHALT, WMA WEARING COURSE, PG 64-22, 0.3 TO < 3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-H	9,076.000	\$73.00	\$662,548.00
9411-2495	WARM MIX ASPHALT, WMA WEARING COURSE (SCRATCH), PG 64-22, 0.3 TO < 3 MILLION ESALS, 9.5 MM MIX, 90 #/SY, SRL-L	4,540.000	\$67.00	\$304,180.00
9491-0071	MILLING OF BITUMINOUS PAVEMENT SURFACE, 2 1/4" DEPTH, MILLED MATERIAL RETAINED BY CONTRACTOR	99,654.000	\$1.00	\$99,654.00
9601-0352	15" THERMOPLASTIC PIPE, GROUP III, 8' - 2' FILL	18.000	\$138.00	\$2,484.00
9601-0353	18" THERMOPLASTIC PIPE, GROUP III, 8'-2' FILL	98.000	\$115.00	\$11,270.00
9601-0355	24" THERMOPLASTIC PIPE, GROUP III, 8'-2' FILL	52.000	\$136.00	\$7,072.00
9601-0452	15" THERMOPLASTIC PIPE, GROUP III, 8'-2' FILL, SHORE/TRENCH BOX	45.000	\$152.00	\$6,840.00
9601-0453	18" THERMOPLASTIC PIPE, GROUP III, 8'-2' FILL, SHORE/TRENCH BOX	152.000	\$134.00	\$20,368.00
9601-0455	24" THERMOPLASTIC PIPE, GROUP III, 8'-2' FILL, SHORE/TRENCH BOX	29.000	\$194.00	\$5,626.00
9601-2821	19" X 30" ELLIPTICAL CORRUGATED ALUMINUM ALLOY PIPE, (2 2/3" X 1/2" CORRUGATIONS), 14 GAGE, 100 YEAR DESIGN LIFE	56.000	\$145.00	\$8,120.00
9601-2823	14" X 23" ELLIPTICAL CORRUGATED ALUMINUM ALLOY PIPE, (2 2/3" X 1/2" CORRUGATIONS), 14 GAGE, 100 YEAR DESIGN LIFE	60.000	\$120.00	\$7,200.00
9601-7014	18" REINFORCED CONCRETE PIPE, TYPE A, 15' - 2' FILL, 100 YEAR DESIGN LIFE	272.000	\$165.00	\$44,880.00
9601-7027	24" REINFORCED CONCRETE PIPE, TYPE A, 10' - 2' FILL, 100 YEAR DESIGN LIFE	82.000	\$160.00	\$13,120.00
9601-7507	15" REINFORCED CONCRETE PIPE, TYPE A, 15' - 3' FILL, SHORE/TRENCH BOX	8.000	\$189.00	\$1,512.00
9601-7508	18" REINFORCED CONCRETE PIPE, TYPE A, 3' - 2' FILL, SHORE/TRENCH BOX, 100 YEAR DESIGN LIFE	20.000	\$145.00	\$2,900.00
9601-7516	24" REINFORCED CONCRETE PIPE, TYPE A, 3' - 2' FILL, SHORE/TRENCH BOX, 100 YEAR DESIGN LIFE	39.000	\$176.00	\$6,864.00
9660-0040	BITUMINOUS CENTERLINE RUMBLE STRIPS	25,436.000	\$0.19	\$4,832.84
9660-0050	MILLED BITUMINOUS EDGELINE RUMBLE STRIPS	12,094.000	\$0.22	\$2,660.68

Contract Total: \$2,064,985.84

Bid Total: \$2,064,985.84

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, 2012 of the Pennsylvania Department of Transportation. Within these Specifications where dual measurement and tabular options are presented, English standards apply.

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

DSP1. Offset Provision for Commonwealth Contracts.

DSP2. Contractor Responsibility Provisions.

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

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

MBE ; WBE

(fill in)% (fill in)%

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

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 1% 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.

G1601A - a01601 E.E.O. COVERED AREA

Addendum:

Associated Item(s):

Header:

E.E.O. COVERED AREA

Provision Body:

For the purpose set forth in the Executive Order 11246, the covered area for this contract is Northumberland County, which is within the Economic Area of Williamsport, PA, as listed in Appendix B of Designated Special Provision 12 (DSP12) entitled "Executive Order 11246 (with Appendix A and B)" in Appendix C of Pub 408.

G4301D - a04301 UTILITIES--THE REQUIREMENT TO LIST INFORMATION

Addendum:

Associated Item(s):

Header:

UTILITIES--THE REQUIREMENT TO LIST INFORMATION

Provision Body:

I. Cooperate with the public utility companies and local authorities in the placement, replacement, relocation, adjustment, or reconstruction of their structures and facilities during construction. Contact all utility representatives at least 15 calendar days before starting operations.

PRIOR

Anticipated completion before the Notice to Proceed is issued.
Use actual or anticipated completion date shown.

RESTRICTIVE	To be completed by the utility or string of utilities before operating without restriction. Number of calendar days will start from the actual notice to proceed that is issued to the contractor.
CONCURRENT	Simultaneous with, but not restricting, operations. Number of calendar days required.
COORDINATED	Phasing with specific construction operations. Number of calendar days required after completion of specific construction operations.
NOT AFFECTED	Identifies utility with facilities in the construction area not anticipated to be affected. Specific information may be provided by the utility.
INCORPORATED	Utility relocation work to be incorporated into the prime highway construction contract.
CONDITIONAL RESTRICTIONS AND TIME REQUIREMENTS	Identify conditions affecting the utility's ability to perform a certain type of utility relocation work, i. e., certain times of the day, week, or year that a facility cannot be shut down, acquisition of Right-of-Way by the state, or demolition of buildings.

AQUA PENNSYLVANIA, INCO.

Contact: Patrick R. Burke, Manager-Engineering, telephone 570-648-5783 ext 19

Coordinated: (U/G) SR 225, Seg 0440 Offset 0000 to Seg 0540 Offset 1581. Establish final road grade. Utility will adjust valve boxes to final grade. Five (5) calendar days required.

SHAMOKIN COAL TWP. JOINT SEWER AUTHORITY

Contact: Daniel G. Weaver. Mgr., telephone 570-648-1262

Incorporated: (U/G) SR 225, Seg 0440 Offset 0000 to Seg 0540 Offset 1581. Adjust manhole frames and covers to final grade using grade rings supplied by utility. Utility to supply all material to adjust manhole frames and covers to final grade. Contract Item #0606-0150.

ZERBE TWP. SUPERVISORS

Contact: Ed Reed, telephone 570-797-4904

Incorporated: (U/G) SR 225, Seg 0440 Offset 0000 to Seg 0540 Offset 1581. Adjust manhole frames and covers to final grade using grade rings supplied by utility. Utility to supply all material to adjust manhole frames and covers to final grade. Contract Item #0606-0150.

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 \$2.76 per gallon. Use this index price in accordance with Section 110.12 PRICE ADJUSTMENT FOR DIESEL FUEL COST FLUCTUATIONS.

G4811D - a04811 PRICE ADJUSTMENT FOR DIESEL FUEL COST FLUCTUATIONS FOR WARM MIX ASPHALT

Addendum:

Associated Item(s):

Header:

Price Adjustment for Diesel Fuel Cost Fluctuations for Warm Mix Asphalt

Provision Body:

Revise Section 110.12(a)1.c to read as follows:

1.c Category C - Flexible Bases and Pavements. Contract items constructed under Sections 309, 311, 316, 409, 411, 419, 422, 430, 431, 439*, 440*, 450, 470*, 471*, 480*, 481*, 651, 653, 654**, 656**, and 657, including any modified standard or nonstandard item where the character of the work to be performed is considered construction of a flexible base, pavement, pavement patch, or shoulder. The sum of the plan quantity for each applicable item in the category must exceed 4,535 tonnes (5, 000 tons).

* When measured and paid for on a Material Used Basis, price adjustments, when applicable, will be computed based on the coarse aggregate item quantity (m² or SY) only, as paid on current estimates. For seal coats / surface treatments paid on an Area Basis, a depth equal to the maximum allowable size of the type of aggregate used, as specified in Section 703.2, Table C, will be assumed.

** Excluding shoulder backfill.

G4891C - a04891 PRICE INDEX FOR WARM MIX ASPHALT

Addendum:

Associated Item(s):

Header:

Price Index for Warm Mix Asphalt

Provision Body:

Section 110.04 PRICE ADJUSTMENT OF BITUMINOUS MATERIALS. Revise the list of Sections to which specified price adjustment provisions will be applied to read:

309 360 430 461 481 657

311 409 431 467 482

316 410 439 469 651

320 411 440 470 653

341 419 450 471 654

342 422 460 480 656

G4901A - a04901 PRICE INDEX FOR ASPHALT CEMENT

Addendum:

Associated Item(s):

Header:

PRICE INDEX FOR ASPHALT CEMENT

Provision Body:

The price index for asphalt cement (PG 64-22), as determined by the Department is \$616 per ton. Use this price index in accordance with Section 110.04 PRICE ADJUSTMENT OF BITUMINOUS MATERIALS.

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 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.

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

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, HP12xZ4", the unit weight of the steel is 74 pounds per foot).

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

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

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.

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

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:

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

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:

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

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
$\leq 1 \frac{1}{2}$	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 $6\% \pm 1.5\%$ for traditional mixes and $7\% \pm 2\%$ 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 $50 \pm g$ (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

AGGREGATE GRADATION REQUIREMENTS, PERCENT PASSING		
Sieve Size	9.5-mm Mixture	12.5-mm Mixture
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
VOLUMETRIC DESIGN REQUIREMENTS		
Design Gyration (N_{design})	100	
Void in Mineral Aggregate	18.0 % Minimum	
Void in Course Aggregate (VCA)	$VCA_{mix} < VCA_{dry\ rodde}$	
Design air voids	3.5 - 4.0 %	

Minimum asphalt binder content	Table C
Binder grade	PG 76-22
Stabilizer content	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)
Draindown	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:**

931.2MATERIAL—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).

S2051A - b02051 SECTION 205 - BORROW EXCAVATION

Addendum:

Associated Item(s):

Header:

SECTION 205 - BORROW EXCAVATION

Provision Body:

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

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

S4096B - b04096 SECTION 409.3(h)1.a PLACING

Addendum: 2

Associated Item(s):

Header:

SECTION 409.3(h)1.a PLACING

Provision Body:

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

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

S6081C - b06081 SECTION 608 - MOBILIZATION

Addendum:

Associated Item(s):

Header:

SECTION 608 - MOBILIZATION

Provision Body:

- Section 608.1 Description. Revise by adding the following:

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

- Section 608.4 Measurement and Payment. Revise by adding the following:

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

S6092A - b06092-SECTION 609.2(g) MISCELLANEOUS MATERIALS

Addendum:

Associated Item(s):

Header:

SECTION 609.2(g) MISCELLANEOUS MATERIALS

Provision Body:

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

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

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

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

Project Specific Details:

a. 1

b. 2

I4111B - c04111 ITEM 9411-0482/2495 - WARM MIX ASPHALT, WMA WEARING COURSE/SCRATCH, PG 64-22, ETC.

Addendum:

Associated Item(s):

9411-0482, 9411-2495

Header:

ITEM 9411-0482 - WARM MIX ASPHALT, WMA WEARING COURSE, PG 64-22, 0.3 TO < 3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-H

ITEM 9411-2495 - WARM MIX ASPHALT, WMA WEARING COURSE (SCRATCH), PG 64-22, 0.3 TO < 3 MILLION ESALS, 9.5 MM MIX, 90 #/SY, SRL-L

Provision Body:

I. DESCRIPTION - This work is the Standard and RPS construction of plant-mixed, dense-graded Warm Mix Asphalt (WMA) pavement course on a prepared surface using a volumetric asphalt mixture design developed with the Superpave Gyratory Compactor (SGC) using prescribed manufactured additives modifiers and/ or plant process modifications according to these specifications and standard drawings. Use of reclaimed asphalt pavement (RAP) materials, is permitted using current requirements and policy as specified for Hot-Mix Asphalt (MA) pavement courses in Section 409 and Bulletin 27.

II. MATERIAL - Section 409.2 with additions and modifications as follows:

(a) Bituminous Material.Section 409.2(a) with additional subsections as follows:

3. WMA Technology Additives or Modifiers Blended at the Bituminous Material Supplier Refinery or Terminal. Provide refinery or terminally blended bituminous material modified with a WMA Technology additive or modifier from an approved manufacturer and source listed in Bulletin 15. Include in the bituminous material producer QC plan, the WMA Technology additive or modifier manufacturer name and source, dosage rates, blending method, QC testing, corrective action points, disposition of failed material, storage, handling shipping, and bill of lading information following the applicable requirements in Section 702. Include the WMA Technology Additive or Modifier and dosage rate on the bill of lading. Provide certification that the refinery or terminally blended bituminous material modified with the WMA Technology additive or modifier meets the requirements of Section 409.2(a)1 or Section 409.2(a)2 for the specified grade.

4. WMA Technology Additives or Modifiers Blended at the Bituminous Mixture Producer Plant. For WMA Technology additives or modifiers blended with the bituminous material at the bituminous mixture production plant, prepare a Producer QC Plan as specified in Section 106 and conforming to the additional Producer QC Plan requirements in Section 409.2(e)1.a and the additional Producer QC Plan requirements within this specification. Provide certification that the bituminous material blended with the WMA Technology additive or modifier at the bituminous mixture production plant meets the requirements of Section 409.2(a)1 or Section 409.2(a)2 for the specified grade.

(e) Composition of Mixtures. Section 409.2(e) with additions and modifications as follows:

1. Virgin Material Mixtures. Replace the first paragraph in Section 409.2(e)1 with the following:

Size, uniformly grade, and combine aggregate fractions, bituminous material, and either WMA technology additive(s), modifiers or no special additive (s) or modifier (s), if mixture temperature, workability, and compactability is achieved solely through plant mechanical modification to produce foamed asphalt, in proportions to produce a JMF that conforms to the material, gradation, and volumetric Superpave Asphalt Mixture Design requirements as specified in Bulletin 27, Chapter 2A, for the specified nominal maximum aggregate size and design ESALs except as procedurally modified by the WMA Technology Technical Representative or manufacturer to address laboratory procedures when preparing, compacting and testing WMA mixtures and to achieve a uniform blend. Develop a hot mix asphalt (HMA) JMF according to Section 409.2 and incorporate the WMA technology additive, modifier, or process into that JMF during production. Do not develop a volumetric WMA JMF based on incorporating the WMA technology additive, modifier or process during the volumetric asphalt mixture design process. For all WMA mixture JMFs, perform moisture sensitivity analysis on laboratory mixed and laboratory compacted specimens that include the WMA Technology additive, modifier, or process as required in Bulletin 27, Chapter 2A for HMA using the same mixing, compaction and conditioning criteria used during the development of the volumetric asphalt mixture design for the HMA JMF and ensure the WMA Technology additive modifier, or process is not detrimental to the moisture resistance of the mixture.

1.a.2. Testing Plan with Action Points.Section 409.2(e)1.a.2 and add the following additional bullets:

- Blended bituminous material lot size/quantity and lot designation method.

- List of all tests to be performed on the blended bituminous material.
- Testing and certification of the blended bituminous material and WMA Technology additive or modifier for conformance to Section 409.4(a)1 or Section 409.2(a)2.
- Frequency of testing of the blended bituminous material.
- List action points to initiate corrective procedures for the blended bituminous material.
- Recording method to document corrective procedures for the blended bituminous material.
- Handling and disposition of blended bituminous material failing to meet the bituminous material specification requirements.

1.a.3. Materials Storage and Handling.Section 409.2(e)1.a.3 and add the following additional bullets:

- WMA Technology additive or modifier manufacturer name and source as listed in Bulletin 15.
- WMA Technology additive or modifier storage and handling prior to blending.
- All measuring, conveying and blending devices for the WMA Technology and anti-strip additive (if required), including calibration procedures.
- WMA Technology additive or modifier and anti-strip additive (if required) method of introduction, dosage rates, blending with the bituminous material and method of automation, recordation and print outs.
- Storage and handling of the blended bituminous material with the WMA Technology additive or modifier.
- WMA Production and Laboratory Mixture Temperature Range and Target
- WMA Laboratory Compaction Temperature Range and Target

1.c. Annual JMF Verification.Section 409.2(e)1.c and add the following to the end of the subsection:

Perform the annual JMF Verification for the WMA mixture JMF even if the equivalent HMA mixture JMF was previously annually verified.

1.d. Production. Section 409.2(e)1.d and add the following:

Prepare and test WMA mixtures, including SGC specimens for quality control using the same test methods, procedures and frequencies as specified for HMA, except as modified by the WMA Technology Technical Representative and the Producer QC Plan. Maintain records of the testing of WMA and make available for review by the Representative when directed.

1.d.6 Degree of Particle Coating.Add new subsection to Section 409.2(e)1.d as follows:

For all WMA mixtures, sample the mixture according to PTM No. 1 and at the frequency in the producer QC Plan.Determine the degree of particle coating of the completed WMA mixture according to AASHTO T 195.Produce a WMA mixture with percent coated particles $\geq 95.0\%$, except $\geq 85.0\%$ for WMA mixtures containing slag aggregate.Increase the plant mixing time or make other plant adjustments if the required percent of coated particles is not met.Produce a WMA mixture capable of being handled, placed and compacted without stripping the bituminous material from the aggregate.

Table A

Job-Mix Formula

Composition Tolerance Requirements of the Completed Mix

Section 409, Table A, Except revise the Temperature of Mixture (F) as follows:

Class of Material	Type of Material	Minimum*	Maximum*
PG 58-28	Asphalt Cement	215	285
PG 64-22	Asphalt Cement	220	295

PG 76-22	Asphalt Cement	240	305
All other PG Binders	Asphalt Cement	514	(Max Temperature as specified in Bulletin 25 minus 25 F)

* The minimum and maximum temperatures shown in Table A for each Class of Material are a master temperature range for a completed WMA mixture. The Producer must include a smaller completed mixture temperature range and compaction temperature range that does not exceed 50F and that does not fall outside the master temperature range in the Producer QC Plan. The Producer is required to produce the completed mixture within the smaller temperature range in the Producer QC Plan. The Producer is required to compact the completed mixture in the SGC for QC volumetric analysis at the midpoint of the compaction temperature range in the Producer QC Plan. The Producer QC Plan mixture temperature range and compaction temperature range are to follow the guidelines provided by the WMA Technology Technical Representative or Manufacturer.

(g) WMA Technologies (Additive(s), Modifier(s), or Processes) and WMA Manufacturers. Add new subsection to Section 409.2 as follows:

Produce the WMA mixture using approved or provisionally approved WMA technologies including additives, modifiers or processes from manufacturers listed in Bulletin 15. If blending WMA additives or modifiers with bituminous material, provide bituminous material modified with the WMA additive or modifier according to Section II. (a) 3 or Section II. (a) 4 within this specification. For WMA technology additives or modifiers blended with the bituminous mixture at the bituminous mixture production plant, prepare a QC Plan as specified in Section 106 and also conforming to the additional Producer QC Plan requirements within this specification. Submit the QC plan to the District Materials Engineer/District Materials Manager (DME/DMM) annually at least 3 weeks before the planned start of blending WMA Technologies with bituminous material and do not start blending until the DME/DMM reviews the QC plan.

For more information on the approved WMA technologies listed in Bulletin 15, refer to the Internet website <http://www.warmmixasphalt.com/WmaTechnologies.aspx>

(h) Anti-Strip Additives. Add new subsection to Section 409.2 as follows:

Add a compatible liquid anti-strip additive at a minimum dosage rate of 0.25% by mass (weight) of the total bituminous material or, higher as needed, to WMA mixtures using WMA Technology that is categorized as a mechanical foaming process.

(i) WMA Technology Technical Representative. Add new subsection to Section 409.2 as follows:

If directed by the Department at the preconstruction conference, ensure that a Technical Representative, from the manufacturer of the approved WMA Technology used to produce the WMA mixture, is present during initial production and placement of the specified WMA pavement course. If the Department directs that a Technical Representative is not required to be present during initial production, provide the name and telephone number of a Technical Representative who can be on-call and in direct verbal contact with the Producer, Contractor and a Department Representative within a maximum 2 hour period after initial contact. Ensure that the Technical Representative is knowledgeable in the storage, handling, blending, mixture production, mixture QC testing, placement and compaction using the WMA Technology. The Department will expect a WMA Technology Technical Representative to be present during initial production, placement and compaction when the Producer is using a WMA Technology for the very first time. Submit any proposed deviations to this requirement in writing to the Representative for approval either before or at the preconstruction conference. After initial production of the specified WMA pavement course in a sufficient quantity to place 1 mile without any technical issues affecting the production, placement and compaction of the WMA pavement course, as determined by the Department Representative upon review of the plant and field QC testing, the Department Representative will release the Technical Representative from being present. Upon release of the Technical Representative from being present, provide the name and telephone number of a Technical Representative who can be on-call and in direct verbal contact with the Producer, Contractor and a Department Representative within a maximum 2 hour period after initial contact.

III. CONSTRUCTION - Section 409.3 with additions and modifications as follows:

(a) Paving Operation QC Plan: Section 409.3(a) and add the following:

Prepare and submit additional information specifically related to all aspects of the field control of WMA concrete paving operations to the Representative as part of the paving operation QC Plan that addresses all recommendations and direction from the WMA Technology Technical Representative. Describe the construction equipment and methods necessary to control the WMA paving

operations including the testing, delivery, placement, compaction, and protection of the WMA concrete courses for all placement applications including handwork as specified in Section 409.3.

(c) Bituminous Mixing Plant. Section 409.3(c) and add the following:

Make any plant modifications needed to introduce WMA Technology additives, modifiers, or processes according to specific recommendations and direction from the WMA Technology Technical Representative or process manufacturer to achieve a uniform blend of the WMA Technology additive, modifier or foaming process and produce a WMA mixture meeting these specifications.

1. Batch Plant. Section 409.3(c)1 and add the following:

Dry the aggregate (s) according to the specific recommendations and direction from the WMA Technology Technical Representative and heat to a suitable temperature so that the resulting completed mixture temperature is within the mixture temperature range established in the Producer QC Plan and recommended or directed by the WMA Technology Technical Representative or manufacturer and that is within the master minimum and maximum temperature range in Table A within this specification. Ensure that the aggregate is free of unburned fuel oil when delivered to the pug mill.

2. Drum mixer Plant. Section 409.3(c)2 and add the following:

Produce a completed mixture that is within the mixture temperature range established in the Producer QC Plan and recommended or directed by the WMA Technology Technical Representative or manufacturer and that is within the master minimum and maximum temperature range in Table A within this specification. Ensure that the aggregate and completed mixture is free unburned fuel oil.

(h) Spreading and Finishing. Section 409.3(h) with additions as follows:

1.a Placing. Section 409.3(h)1.a and add the following to the end of the subsection.

At the beginning of each day's paving, up to 3 hauling equipment loads of WMA mixture are permitted to exceed the maximum temperature of mixture in Table A within this specification. This is to assist with warming the paver screed and other equipment in order to prevent dragging and sticking of WMA mixture to the equipment. For these loads, do not exceed the maximum temperature of mixture specified for HMA in Section 409, Table A.

IV. MEASUREMENT AND PAYMENT - Section 409.4 except replace HMA with WMA as follows:

(a) Standard WMA Construction

1. WMA Courses.

1.a Warm Mix Asphalt (WMA), Wearing Course. Square Yard or Ton

1.b Warm Mix Asphalt (WMA), Wearing Course (Scratch). Ton

1.c Warm Mix Asphalt (WMA), Wearing Course (Leveling). Ton

1.d Warm Mix Asphalt (WMA), Binder Course. Square Yard or Ton

1.e Warm Mix Asphalt (WMA), Binder Course (Leveling). Ton

(b) RPS WMA Construction. Section 409.4(b), except replace HMA with WMA. Square Yard or Ton

I6091F - c06091 ITEM 0609-0009 EQUIPMENT PACKAGE

Addendum:

Associated Item(s):

Header:

ITEM 0609-0009 EQUIPMENT PACKAGE

Provision Body:

Appendix

Table A

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

G30020B - r030021 EMERGENCY RESPONSE PROVISIONS

Addendum:

Associated Item(s):

Header:

EMERGENCY RESPONSE PROVISIONS

Provision Body:

Maintain the work performed as part of this contract and provide traffic control for the life of the project in accordance with Sections 105.13, 107.15, 107.16a, 108.04, and 901 of Publication 408, the Special Provisions included herein and as follows:

Be prepared to make provisions and provide emergency response to incidents that may occur within the project limits during non-working periods.

Non-working periods are defined as periods of time before or after normal working hours, weekends, holidays, or other periods when traffic is self-regulated.

Submit an "Emergency Response Plan" at the pre-construction conference designating at least two but no more than three individuals to be contacted during non-working periods. Include the estimated response time and specific information required to contact the designated individuals at any time. Include in the plan specific details of how traffic flow will be restored in the event of a traffic incident.

In the event of an emergency, the Department will contact the designated individuals and require a response time of 30 minutes maximum to provide a representative on site.

If the designated individuals cannot be contacted or do not respond within 30 minutes, a Department maintenance crew will be dispatched to the site and will take appropriate action to resolve the incident. The Department will remain on site for the time required to resolve the incident.

All costs incurred by the Department during these incidents will be deducted from monies due. The Department will provide documentation of the attempted contacts.

This work is incidental to Section 901 Maintenance and Protection of Traffic with no additional compensation from the Department.

G30055B - r030055 PROJECT SPECIFIC MITIGATION TRACKING FORM

Addendum:

Associated Item(s):

Header:

PROJECT SPECIFIC MITIGATION TRACKING FORM

Provision Body:

Be responsible for completion of the Construction column on the attachment titled Project Specific Mitigation Tracking Form. Indicate the action taken, date the action was completed, and sign in the space provided for each Mitigation Category as the commitment requirement is completed. Review on a bi-weekly basis with the Inspector in-charge or their designee whether

commitment requirements are completed or not. Submit the completed form to Inspector in-charge or their designee at the final inspection. No additional compensation will be allowed for completion of the form or the bi-weekly reviews.

G30240C - r030240 ADVANCE NOTICE OF TRAFFIC RESTRICTIONS

Addendum:

Associated Item(s):

Header:

ADVANCE NOTICE OF TRAFFIC RESTRICTIONS

Provision Body:

Notify the Project Manager at least 17 calendar days in advance of the start of any operation which will affect the flow of traffic, and provide the Project Manager with details of the work to be done. After notification, the District Office will advise the public of these traffic restrictions and possible delays.

G30330A - r030330 PERMANENT SIGNS

Addendum:

Associated Item(s):

Header:

PERMANENT SIGNS

Provision Body:

Write installation date for each sign installed on the as-built construction plan tabulation sheets and provide to the Project Manager.

00 - r030433 CONSTRUCTION RESTRICTIONS

Addendum:

Associated Item(s):

Header:

CONSTRUCTION RESTRICTIONS

Provision Body:

Contact emergency services, Shamokin Area School District, Line Mountain Area School District, and municipal officials including police, fire, and ambulance prior to the start work date to inform them of proposed work.

Maintain drive access to adjacent properties during construction. Notify affected businesses 14 calendar days prior to the start of construction.

The start work date for this project is March 4, 2013 unless otherwise approved in writing by the Project Manager.

Notify the Project Manager at least 17 calendar days prior to the start of any operation which will affect the flow of vehicular traffic, and provide the Project Manager with details of the work to be done. The Department will advise the public of these restrictions and possible delays.

Be responsible to repair any damage to the existing pavement outside of the designated work area caused by the construction operations at no additional expense to the Department.

Submit any alternate work plan along with proposed methods of traffic control a minimum of 14 calendar days prior to the pre-construction conference for Department review and approval. Submit alternate plans only when a time savings or other significant benefit to the Department is included.

Submit all superpave asphalt mixture designs for Department approval a minimum of two weeks prior to first placement.

Maintain drainage structures to be functional throughout construction of the project.

No Value Engineering of the superpave asphalt material is allowed on this project.

If more than one superpave asphalt material supplier is used, insure that each source has Department approved mix designs.

Monitor traffic control devices as specified in the Special Provision entitled "ITEM 0901-0001 - MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION." Be prepared to correct any deficiencies immediately. Failure to correct deficiencies in a timely fashion may result in a project shutdown. No additional contract time will be allowed to compensate for time lost resulting from failure to meet requirements of this provision.

Record all existing pavement markings prior to the start of any milling or paving operations.

Do not cut pavement notches more than 24 hours in advance of paving operations. Pavement notches deeper than 1 1/2 inches must be paved the same day.

Be responsible for any damage to existing utilities caused by contractor operations. Contact the applicable authority immediately in the event of any damage.

Complete paving operations daily to prevent drop-offs greater than 2" between adjacent lanes.

Videotape project prior to start of project. Condition of drives, side roads, and private retaining walls must be documented.

Contractor is allowed to use notched wedge joints to alleviate paving drop-offs. Use an approved paving equipment manufacturer's attachment for the paving machine to construct the wedge.

Do not store any equipment or stockpile any material within 30' of any roadway lane open to traffic.

The Department has not provided additional time in the contract for acquiring waste areas and/or permits for these waste areas, if required. The contractor is fully responsible for complying with all non-Department permits as well as the construction schedule as required in this contract.

Once the project is initiated, make every effort to perform continuous construction operations and minimize the length of the project. Continuous operations is defined as providing appropriate active construction staffing and equipment on each workday and providing sufficient material.

No work is allowed during the following holiday periods:

- Memorial Day - from 3:30 p.m. Friday, May 24, 2013 to 7:00 a.m. Tuesday May 28, 2013
- Independence Day - from 3:30 p.m. Wednesday, July 3, 2013 to 7:00 a.m. Monday, July 8, 2013
- Labor Day - from 3:30 p.m. Friday, August 30, 2012 to 7:00 a.m. Tuesday, September 3, 2013

Milled surfaces must be restored to at least scratch course within 21 calendar days.

Contact adjacent property owners prior to cutting tree.

00 - r030435 SEQUENCE OF CONSTRUCTION OPERATIONS

Addendum:

Associated Item(s):

Header:

SEQUENCE OF CONSTRUCTION OPERATIONS

Provision Body:

Comply with the "Proposed Construction Sequence" as indicated on the Department's CPM schedule. An alternate sequence may be submitted to the Department for consideration at the pre-construction meeting. Ensure that any alternate plan meets the proposed work schedule completion date. Do not proceed with the alternate without the Department's written approval.

S30040C - s030040 SECTION 409.3(a)

Addendum:

Associated Item(s):

Header:

SECTION 409.3(a)

Provision Body:

Section 409.3(a) Paving Operation QC Plan. Revise by adding the following:

Prepare and submit a Bituminous Delivery Plan consisting of the following:

- Proposed paving operation including number of pavers, pass width and depth, and estimated paver ground speed for each pavement course.
- Delivery tons per hour required to maintain continuous movement of paving operations. Provide this information for each pavement course and corresponding with the proposed paving operation.
- Hauling distance, number of trucks, cycle time, and the resulting delivery tons per hour meeting the required delivery tons per hour for the proposed paving operation for each pavement course.

Provide a Material Transfer Vehicle (MTV) and adequate resources as part of the Quality Control Plan to support continuously moving paving operations. Do not begin paving operations until the Bituminous Delivery Plan has been approved by the Department.

S30050E - s030050 SECTION 460.3(b) - APPLICATION OF BITUMINOUS MATERIAL

Addendum:

Associated Item(s):

Header:

SECTION 460.3(b) - APPLICATION OF BITUMINOUS MATERIAL

Provision Body:

Section 460.3(b) Application of Bituminous Material. Revise the first sentence of the fourth paragraph to read:

Apply emulsified asphalt tack coat, at a rate approved by the Project Manager, to leave a uniform asphalt residue from 0.09 L/M² to 0.32 L/M² (0.02 gallon per square yard to 0.07 gallon per square yard) on the treated surface for existing pavements or milled surfaces and 0.09 L/M² to 0.23 L/M² (0.02 gallon per square yard to 0.05 gallon per square yard) of asphalt residue on the treated surface for new construction projects or projects with multiple overlay courses prior to placement of the final wearing course.

S30060A - s030060 SECTION 515

Addendum:

Associated Item(s):

Header:

SECTION 515

Provision Body:

Section 515.3(b) Sawing. Revise by adding the following:

Provide suitable dust control during sawing operations with a vacuum system, a wet sawing operation, or other methods that keep dust to a minimum as approved by the Project Manager. Submit dust control plan at pre-paving conference.

S30070B - s030070 SECTION 601

Addendum:

Associated Item(s):

Header:

SECTION 601

Provision Body:

Section 601.3(f) Backfilling Trench. Revise the first sentence to read:

After the pipe is satisfactorily laid, backfill the trench with coarse aggregate for the full depth of the trench to the subgrade line within roadway areas. Outside roadway areas, backfill as shown on the Standard Drawings.

Add the following paragraphs:

If permanent trench repairs cannot be completed by the end of the work day, backfill the trench to existing grade with coarse aggregate as directed by the Project Manager.

If permanent base repairs cannot be made within ten days after pipe installation, construct and maintain temporary base repairs of sufficient depth as determined by the Project Manager.

S30073A - s030073 SECTION 601.3(c) LAYING PIPE

Addendum:

Associated Item(s):

Header:

SECTION 601.3(c) LAYING PIPE

Provision Body:

In accordance with Section 601 except as follows:

Revise the last sentence of the fifth paragraph to read:

Provide satisfactory connections to existing drainage structures or pipes with cement concrete for miscellaneous drainage at no additional expense to the Department. This work is considered incidental to the pipe item.

S30117C - s030117 SECTION 962 - WATERBORNE PAVEMENT MARKINGS

Addendum:

Associated Item(s):

Header:

SECTION 962 - WATERBORNE PAVEMENT MARKINGS

Provision Body:

In accordance with Section 962 except as follows:

962.3 CONSTRUCTION - Revise as follows:

(i) Retroreflectivity - Revise by adding the following:

The Department has allowed 21 consecutive calendar days after final placement of pavement markings in order to complete the retroreflectivity testing. The contractor is required to finish testing prior to the scheduled completion date set in the contract. No additional time will be given for failure to complete the retroreflectivity testing prior to the completion date.

(k) Guarantee - Revise by adding the following:

If after 90 days the Project Manager has determined the pavement markings have failed, the contractor will measure the markings with a Department approved 30-meter (100 foot) geometry retroreflectometer as directed by the Project Manager.

Minimum retroreflectivity after 90 days is 175 mcd/m²/lux for white and 140 mcd/m²/lux for yellow with a minimum durability of 90%.

00 - t030033 ITEM 4201-0001 - CLEARING AND GRUBBING MODIFIED

Addendum:

Associated Item(s): 4201-0001

Header:

ITEM 4201-0001 - CLEARING AND GRUBBING MODIFIED

Provision Body:

In accordance with Section 201 of Publication 408 and as follows:

Work to be done on or adjacent to drainage work outside of roadway work when required. No burning is allowed on this project.

130050D - t030050 ITEM 4205-0364 - SELECTED BORROW EXCAVATION ROCK, CLASS R-4 MODIFIED

Addendum:

Associated Item(s): 4205-0364

Header:

ITEM 4205-0364 - SELECTED BORROW EXCAVATION ROCK, CLASS R-4 MODIFIED

Provision Body:

In accordance with Section 205 and as follows:

Provide rock of the class indicated meeting the requirements of Section 850.2(a) except as follows:

Place rock by mechanical means, but do not end dump.

Includes excavation as required.

00 - t030260 ITEM 4686-0040 - CONSTRUCTION SURVEYING, TYPE C MODIFIED

Addendum:

Associated Item(s): 4686-0040

Header:

ITEM 4686-0040 - CONSTRUCTION SURVEYING, TYPE C MODIFIED

Provision Body:

In accordance with Section 686 and as follows:

686.3 CONSTRUCTION - Revise as follows:

(e) Construction Survey, Type C. Revise by adding the following:

In areas with a less than 2% longitudinal grade, provide cross sections at 10 foot increments to ensure a positive drainage along the curb or barrier to the inlets prior to and after placement of the wearing course. Ensure that there is no ponding, defined as an area that is 2' x 2' or larger, after the placement of the wearing course is complete. If there is a ponding issue and additional work is required, the additional work will be performed at no additional cost to the Department.

00 - t030265 ITEM 4804-0011/0012 - SEEDING AND SOIL SUPPLEMENTS - FORMULA B/C MODIFIED

Addendum:

Associated Item(s): 4804-0011, 4804-0012

Header:

ITEM 4804-0011 - SEEDING AND SOIL SUPPLEMENTS - FORMULA B

ITEM 4804-0012 - SEEDING AND SOIL SUPPLEMENTS - FORMULA C

Provision Body:

In accordance with Section 804 except as follows:

Section 804.1 DESCRIPTION - Revise this section to read:

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

Section 804.2 MATERIAL - Revise this section by adding:

(g) Mulching Straw - 805.2(a)1.1.b.

Section 804.3 CONSTRUCTION - Revise this section by adding:

(l) Mulching Seeded Areas - 805.3(a)

Section 804.4(a) Seeding and Soil Supplements. Revise by adding the following:

Includes mulching as specified.

I30270B - t030270 ITEM 4804-0014 - SEEDING - FORMULA E MODIFIED

Addendum:

Associated Item(s): 4804-0014

Header:

ITEM 4804-0014 - SEEDING - FORMULA E MODIFIED

Provision Body:

In accordance with Section 804 except as follows:

Section 804.1 DESCRIPTION - Revise this section to read:

This work is the furnishing and placing of seeding and mulch of the type indicated.

Section 804.2 MATERIAL - Revise this section by adding:

(g) Mulching Straw - 805.2(a)1.1.b.

Section 804.3 CONSTRUCTION - Revise this section by adding:

(l) Mulching Seeded Areas - 805.3(a)

Section 804.4(b) Seeding. Revise by adding the following:

Includes mulching as specified.

I30310A - t030310 ITEM 0901-0001 - MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION

Addendum:

Associated Item(s): 0901-0001

Header:

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

Provision Body:

Maintain two-way traffic with one lane in each direction at all times except for limited times and distances thru active construction operations when one lane traffic is permitted as indicated on the Traffic Control Plan.

Do not allow vehicles to park or stop in an open traffic lane.

Provide ingress and egress to property owners at all times except for limited times during normal working hours as indicated or directed.

Provide consecutive numbered identification signs on all sign locations for maintenance and protection of traffic during construction. Place numbered identification sign on main sign post facing oncoming traffic. Provide signs of weather resistant material such as plastic or metal with contrasting color for numbers. Make identification sign approximately 6" high by 4" wide with numbers being 2" minimum height. Bolt identification signs on post at sufficient height to be seen from roadway. Record identification numbers on Department's field plans for reference in case of any required repairs.

00 - t031350 ITEM 9491-0071 - MILLING OF BITUMINOUS PAVEMENT SURFACE, 2 1/4" DEPTH, ETC.

Addendum:

Associated Item(s): 9491-0071

Header:

ITEM 9491-0071 - MILLING OF BITUMINOUS PAVEMENT SURFACE, 2 1/4" DEPTH, MILLED MATERIAL RETAINED BY CONTRACTOR

Provision Body:

In accordance with Section 491 of Publication 408 and as follows:

Section 491.3(b) Milling Operation. Revise by adding the following paragraph:

Clean the milled area by use of an approved street sweeper or other methods approved by the Project Manager. Power brooms will not be permitted. Submit dust control plan at pre-construction conference.

MEASUREMENT AND PAYMENT - Square Yard

00 - t031420 ITEM 9601-0335, 0352, 0353, 0452, 0453, 0455, 0773, 0775, 0973, 0975, 2821, 2822, ETC.

Addendum:

Associated Item(s): 9601-0352, 9601-0353, 9601-0355, 9601-0452, 9601-0453, 9601-0455, 9601-0773, 9601-0775, 9601-0973, 9601-0975, 9601-2821, 9601-2822, 9601-2823, 9601-7014, 9601-7027, 9601-7308, 9601-7313, 9601-7326, 9601-7507, 9601-7508, 9601-7516, 9601-7706, 9601-7708, 9601-7716, 9601-8720, 9601-8722

Header:

ITEM 9601-0352 - 15" THERMOPLASTIC PIPE, GROUP III, 8' - 2' FILL
ITEM 9601-0353 - 18" THERMOPLASTIC PIPE, GROUP III, 8'-2' FILL
ITEM 9601-0355 - 24" THERMOPLASTIC PIPE, GROUP III, 8'-2' FILL
ITEM 9601-0452 - 15" THERMOPLASTIC PIPE, GROUP III, 8'-2' FILL, SHORE/TRENCH BOX
ITEM 9601-0453 - 18" THERMOPLASTIC PIPE, GROUP III, 8'-2' FILL, SHORE/TRENCH BOX
ITEM 9601-0455 - 24" THERMOPLASTIC PIPE, GROUP III, 8'-2' FILL, SHORE/TRENCH BOX
ITEM 9601-0773 - 18" DUCTILE IRON PIPE, 100 YEAR DESIGN LIFE

- ITEM 9601-0775 - 24" DUCTILE IRON PIPE, 100 YEAR DESIGN LIFE
- ITEM 9601-0973 - 18" DUCTILE IRON PIPE, SHORE/TRENCH BOX, 100 YEAR DESIGN LIFE
- ITEM 9601-0975 - 24" DUCTILE IRON PIPE, SHORE/TRENCH BOX, 100 YEAR DESIGN LIFE
- ITEM 9601-2821 - 19" X 30" ELLIPTICAL CORRUGATED ALUMINUM ALLOY PIPE, (2 2/3" X 1/2" CORRUGATIONS), 14 GAGE, 100 YEAR DESIGN LIFE
- ITEM 9601-2822 - 15" CORRUGATED ALUMINUM ALLOY PIPE, (2 2/3" X 1/2" CORRUGATIONS), 14 GAGE, SHORE / TRENCH BOX
- ITEM 9601-2823 - 14" X 23" ELLIPTICAL CORRUGATED ALUMINUM ALLOY PIPE, (2 2/3" X 1/2" CORRUGATIONS), 14 GAGE, 100 YEAR DESIGN LIFE
- ITEM 9601-7014 - 18" REINFORCED CONCRETE PIPE, TYPE A, 15' - 2' FILL, 100 YEAR DESIGN LIFE
- ITEM 9601-7027 - 24" REINFORCED CONCRETE PIPE, TYPE A, 10' - 2' FILL, 100 YEAR DESIGN LIFE
- ITEM 9601-7308 - 15" REINFORCED CONCRETE PIPE, TYPE B, 20' - 1.5' FILL
- ITEM 9601-7313 - 18" REINFORCED CONCRETE PIPE, TYPE B, 15' - 1.5' FILL
- ITEM 9601-7326 - 24" REINFORCED CONCRETE PIPE, TYPE B, 10' - 2' FILL
- ITEM 9601-7507 - 15" REINFORCED CONCRETE PIPE, TYPE A, 15' - 3' FILL, SHORE/TRENCH BOX
- ITEM 9601-7508 - 18" REINFORCED CONCRETE PIPE, TYPE A, 3' - 2' FILL, SHORE/TRENCH BOX, 100 YEAR DESIGN LIFE
- ITEM 9601-7516 - 24" REINFORCED CONCRETE PIPE, TYPE A, 3' - 2' FILL, SHORE/TRENCH BOX, 100 YEAR DESIGN LIFE
- ITEM 9601-7706 - 15" REINFORCED CONCRETE PIPE, TYPE B, 15' - 2' FILL, SHORE/TRENCH BOX
- ITEM 9601-7708 - 18" REINFORCED CONCRETE PIPE, TYPE B, 7' - 3' FILL, SHORE/TRENCH BOX
- ITEM 9601-7710 - 18" REINFORCED CONCRETE PIPE, TYPE B, 15' - 3' FILL, SHORE/TRENCH BOX
- ITEM 9601-7716 - 24" REINFORCED CONCRETE PIPE, TYPE B, 7' - 3' FILL, SHORE/TRENCH BOX
- ITEM 9601-8720 - 19" X 30" ELLIPTICAL CONCRETE PIPE, TYPE A, 100 YEAR DESIGN LIFE
- ITEM 9601-8722 - 14" X 23" ELLIPTICAL CONCRETE PIPE, TYPE A, 100 YEAR DESIGN LIFE

Provision Body:

In accordance with Section 601 except as follows:

- (a) 601.3(o) Final Inspection of 100 Year Design Life Pipes. Add the following sentence to the end of the first paragraph:

Final inspection of 100 year design life pipes at length of 4' will be waived.

- (b) Section 601.4(a) Pipe Culverts and Relaid Pipe Culverts. Revise the second sentence of first paragraph to read:

The unit price includes the excavation, pipe, bedding material, any necessary concrete and backfill as shown on the Standard Drawings.

00 - t031640 ITEM 9660-0040 - MILLED BITUMINOUS CENTERLINE RUMBLE STRIPS

Addendum:

Associated Item(s): 9660-0040

Header:

ITEM 9660-0040 - BITUMINOUS CENTERLINE RUMBLE STRIPS

Provision Body:

DESCRIPTION - This work is the milling and proper disposal of centerline rumble strips on double yellow lines and in passing zones in accordance with the attached centerline rumble strips (CLRS) details as indicated or directed.

CONSTRUCTION -

- (a) General. Mill centerline rumble strips 1/2" deep on double yellow lines and 3/8" in passing zones as indicated on the milled centerline rumble strips (CLRS) detail.

(b) Equipment. Use a machine capable of providing a smooth cut without tearing or snagging, and producing rumble strips as indicated. Equip the machine with guides to provide uniformity and consistency in alignment of each cut with respect to the roadway.

(c) Milling. Mill centerline rumble strips to have finished dimensions within tolerance indicated. Alignment of pattern edge will be randomly verified and checked. Discontinue milling operation if satisfactory results are not being obtained as directed by the Project Manager. Submit an alternate plan to the Project Manager if satisfactory results are not met for review and approval.

At the end of each working day, move all equipment to a location where it presents no hazard to roadway traffic as directed.

(d) Disposition of Milled Material. Remove and dispose of milled material in compliance with the Pennsylvania Department of Environmental Protection Waste Regulations pertinent to milled material. Remove debris from areas disturbed by milling operations before opening roadway to traffic.

MEASUREMENT AND PAYMENT - Linear Foot

Measured longitudinally along center of pavement as indicated. Includes collection, removal from roadway and project site, and proper disposal of milled material.

00 - t031645 ITEM 9660-0050 - MILLED BITUMINOUS EDGELINE RUMBLE STRIPS

Addendum:

Associated Item(s): 9660-0050

Header:

ITEM 9660-0050 - MILLED BITUMINOUS EDGELINE RUMBLE STRIPS

Provision Body:

DESCRIPTION - This work is milling bituminous edgeline rumble strips.

CONSTRUCTION -

(a) General. Mill edgeline rumble strip 3/8" deep as shown in Publication 72M as per Standard Drawing RC-22M.

(b) Equipment. Use a machine capable of providing a smooth cut without tearing or snagging, and producing rumble strips as indicated. Equip machine with guide to provide uniformity and consistency in alignment of each cut with respect to roadway.

(c) Milling Operation. Mill edgeline rumble strips to have finished dimensions within tolerance indicated. Alignment of pattern edge will be randomly verified and checked. Discontinue milling operations if satisfactory results are not being obtained, and submit an alternate construction plan to the Project Manager for approval.

At the end of each workday, move all equipment to a location where it presents no hazard to roadway traffic.

(d) Disposition of Milled Material. Remove and dispose of milled material in compliance with the Pennsylvania Department of Environmental Protection Residual Waste Regulations. Remove debris from areas disturbed by milling operation before opening roadway to traffic.

MEASUREMENT AND PAYMENT -

Milled Bituminous Edgeline Rumble Strips 3/8" - Linear Foot

Measured longitudinally along edge of pavement as indicated. Includes collection, removal from the project site, and disposal of milled material.

Performance Bonds

Surety Company: Western Surety Company

Bonding Agency: Marsh USA, Inc.

Producer: Marjorie A Altemus/PennDOT BP-002573

Co-Insurer: Yes

Status: Accepted

Bond Number: 929559187

Bond Amount: \$825,994.33

NAIC: 13188

KNOW ALL MEN BY THESE PRESENTS, That we, *New Enterprise Stone & Lime Co., Inc. of 3912 Brumbaugh Road , P.O. Box 77, New Enterprise, PA 16664-0077* as PRINCIPAL, and Western Surety Company a corporation, as SURETY, are held and firmly bound unto the *Commonwealth of Pennsylvania* in the full and just sum of \$825,994.33, 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 26 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 are as follows: For the mill and overlay with other associated work for an overall length of 25,509 linear feet (4.83 miles) all as indicated on the approved drawings for STATE ROUTE 225, SECTION 37M from approximately 1.0 miles east of TREVORTON at Segment 0440 Offset 0000 in ZERBE TOWNSHIP to approximately 0.1 miles west of SHAMOKIN at Segment 0540 Offset 1464 in COAL TOWNSHIP in NORTHUMBERLAND COUNTY.

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

Status	Name	Disposition	Date/Time
Draft	Neal Smith/PennDOT BP-001149	Submit	09/26/2012 10:50:54 AM
Producer Review	Marjorie A Altemus/ PennDOT BP-002573	Sign	09/26/2012 02:23:16 PM
Contractor Review	Neal Smith/PennDOT BP-001149	Sign	09/26/2012 02:34:46 PM
BOD CMD Review	Roland L Rode/PennDOT	Accept	09/26/2012 03:48:33 PM

Surety Company: Liberty Mutual Insurance Company
Bonding Agency: Marsh USA, Inc.
Producer: Marjorie A Altemus/PennDOT BP-002573
Co-Insurer: Yes

Status: Accepted
Bond Number: 387005218
Bond Amount: \$1,238,991.51
NAIC: 23043

KNOW ALL MEN BY THESE PRESENTS, That we, *New Enterprise Stone & Lime Co., Inc. of 3912 Brumbaugh Road , P.O. Box 77, New Enterprise, PA 16664-0077* as PRINCIPAL, and Liberty Mutual Insurance Company a corporation, as SURETY, are held and firmly bound unto the *Commonwealth of Pennsylvania* in the full and just sum of \$1,238,991.51, 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 26 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 are as follows: For the mill and overlay with other associated work for an overall length of 25,509 linear feet (4.83 miles) all as indicated on the approved drawings for STATE ROUTE 225, SECTION 37M from approximately 1.0 miles east of TREVORTON at Segment 0440 Offset 0000 in ZERBE TOWNSHIP to approximately 0.1 miles west of SHAMOKIN at Segment 0540 Offset 1464 in COAL TOWNSHIP in NORTHUMBERLAND COUNTY.

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

Status	Name	Disposition	Date/Time
Draft	Neal Smith/PennDOT BP-001149	Submit	09/26/2012 10:51:20 AM
Producer Review	Marjorie A Altemus/ PennDOT BP-002573	Sign	09/26/2012 02:19:58 PM
Contractor Review	Neal Smith/PennDOT BP-001149	Sign	09/26/2012 02:25:08 PM
BOD CMD Review	Roland L Rode/PennDOT	Accept	09/26/2012 02:28:31 PM

Payment Bonds

Surety Company: Liberty Mutual Insurance Company

Bonding Agency: Marsh USA, Inc.

Producer: Marjorie A Altemus/PennDOT BP-002573

Co-Insurer: Yes

Status: Accepted

Bond Number: 387005218

Bond Amount: \$1,238,991.51

NAIC: 23043

KNOW ALL MEN BY THESE PRESENTS, That we, *New Enterprise Stone & Lime Co., Inc. of 3912 Brumbaugh Road , P.O. Box 77, New Enterprise, PA 16664-0077* as PRINCIPAL, and Liberty Mutual Insurance Company a corporation, as SURETY, are held and firmly bound unto the *Commonwealth of Pennsylvania* in the full and just sum of \$1,238,991.51, 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 26 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 are as follows: For the mill and overlay with other associated work for an overall length of 25,509 linear feet (4.83 miles) all as indicated on the approved drawings for STATE ROUTE 225, SECTION 37M from approximately 1.0 miles east of TREVORTON at Segment 0440 Offset 0000 in ZERBE TOWNSHIP to approximately 0.1 miles west of SHAMOKIN at Segment 0540 Offset 1464 in COAL TOWNSHIP in NORTHUMBERLAND COUNTY.

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.

Bond Workflow Status

Status	Name	Disposition	Date/Time
Draft	Neal Smith/PennDOT BP-001149	Submit	09/26/2012 10:49:50 AM
Producer Review	Marjorie A Altemus/ PennDOT BP-002573	Sign	09/26/2012 02:21:38 PM
Contractor Review	Neal Smith/PennDOT BP-001149	Sign	09/26/2012 02:26:36 PM
BOD CMD Review	Roland L Rode/PennDOT	Accept	09/26/2012 02:28:57 PM

Surety Company: Western Surety Company
Bonding Agency: Marsh USA, Inc.
Producer: Marjorie A Altemus/PennDOT BP-002573
Co-Insurer: Yes

Status: Accepted
Bond Number: 929559187
Bond Amount: \$825,994.33
NAIC: 13188

KNOW ALL MEN BY THESE PRESENTS, That we, *New Enterprise Stone & Lime Co., Inc. of 3912 Brumbaugh Road , P.O. Box 77, New Enterprise, PA 16664-0077* as PRINCIPAL, and Western Surety Company a corporation, as SURETY, are held and firmly bound unto the *Commonwealth of Pennsylvania* in the full and just sum of \$825,994.33, 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 26 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 are as follows: For the mill and overlay with other associated work for an overall length of 25,509 linear feet (4.83 miles) all as indicated on the approved drawings for STATE ROUTE 225, SECTION 37M from approximately 1.0 miles east of TREVORTON at Segment 0440 Offset 0000 in ZERBE TOWNSHIP to approximately 0.1 miles west of SHAMOKIN at Segment 0540 Offset 1464 in COAL TOWNSHIP in NORTHUMBERLAND COUNTY.

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.

Bond Workflow Status

Status	Name	Disposition	Date/Time
Draft	Neal Smith/PennDOT BP-001149	Submit	09/26/2012 10:50:24 AM
Producer Review	Marjorie A Altemus/ PennDOT BP-002573	Sign	09/26/2012 02:24:59 PM
Contractor Review	Neal Smith/PennDOT BP-001149	Sign	09/26/2012 02:35:22 PM
BOD CMD Review	Roland L Rode/PennDOT	Accept	09/26/2012 03:48:18 PM

Insurance

Willis of Pennsylvania, Inc.

c/o 26 Century Blvd.
PO Box 305191
Nashville, TN 37230-5191

Company: Zurich American Insurance Company
Policy: GLO386737804
Expiration: 01/01/2013

DBE Commitments

DBE: 1%
Approved: 1.04%

Perform Less Than 50% of Work Items: No
Good Faith Effort Evaluation: No

Status	Business Partner	Business Service	% of Bid	Submitted	Acknowledged
Approved	JRK Enterprises, Inc.		1.04%	09/13/2012	09/13/2012

JRK Enterprises, Inc.

Prime

Contact: Joe Whitcomb
Phone: 570-524-2251
DBE: 1%

Status: Approved
Revision Number:

DBE

Business Partner: JRK Enterprises, Inc.
Type: DBE
Contact: Judy Brown
Phone: 814-669-1910
DBE JVT%:
Certification: 10639
Cert. Expiration: 04/30/2015

Agreement Amount: \$21,500.00
% of Bid: 1.04
Mobilization: \$0.00
Starting: 03/11/2013
Completion: 07/01/2013
Business Type: Service

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	Joe R Whitcomb/PennDOT BP-001149	Submit	09/13/2012 11:58:39 AM
Awaiting Acknowledgement	Judy A Brown/PennDOT BP-001008	Acknowledge	09/13/2012 12:01:30 PM
Acknowledged	Read Bachman/PennDOT BP-001149	Submit	09/13/2012 02:06:17 PM
PennDOT Review	Delores A Ritzman/PennDOT	Approve	09/14/2012 11:36:13 AM

Plans

Plans	Addendum
Roadway Plan	3
Supplemental Plans	
Cross Section	
Traffic Control Plan	

Attachments

Project-Specific Checklist Items

Addendum

- Project Specific - Pavement History
- Project Specific - Computations-Drainage
- Project Specific - Computations-Miscellaneous
- Project Specific - Computations-Summary Only
- Project Specific - Computations-Traffic Control
- Project Specific - Computations-Mainline
- Project Specific - Steel Escalation Option

Reviews

None

Contract Award Items

- Disclosure of Lobbying Activities
- F.A.R. REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS
- Federal Wage Rate

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

Structures and Geotechnical

None

Railroad Coordination

None

Traffic

None

Construction Coordination

None

Maintenance Items

None

Estimates

None

Comments: