

ECMS Highway Construction

Contract: 94767

Road-Con, Inc. XX-XXXXXXX

West Chester

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ahoffman@road-con.com

Prime Business Partner

MontgomeryCounty

SR , Section LCS

Safety 2012

Location

P-09476708LCS-0610-715-2

P-09476708LCS-0620-715-2

P-09476708LCS-0630-715-2

P-09476708LCS-0640-715-2

P-09476708LCS-0650-715-2

WBS Element

November 8, 2012

Bid Opening

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Contract

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

Incorporated Addenda are As follows:

Addendum No. 1, A1, dated 10/25/2012

Addendum No. 2, A2, dated 10/26/2012

Addendum No. 3, A3, dated 10/30/2012

Addendum No. 4, A4, dated 11/05/2012

THIS AGREEMENT, Made this 20 day of *November* A.D. 2012, between the Commonwealth of Pennsylvania by the Secretary of Transportation, hereinafter called the Commonwealth and *Road-Con, Inc.* his, hers, its or their executors, administrators, successors, or assigns, hereinafter called the Contractor.

WITNESSETH:

1. That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the Commonwealth, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor in the improvement of a certain section of highway at the unit prices bid by said Contractor for the respective estimated quantities aggregating approximately the sum of \$554,451.65 and such other items as are mentioned in the Contractor's original proposal, which proposal and prices named, together with Publication 408/2011-3 - 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:
This project involves the installation of low-cost treatments and intersection improvements on state maintained roadway in Bucks, Chester, Delaware, Montgomery and Philadelphia counties.

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 12/17/2013. 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: | 94767 |
| Certified Fund Available Under Activity Program: | 715 |
| Symbol: | 010-008-10582-12/13/14-1 |
| Amount: | \$554,451.65 |

Contract Workflow Status

| Status | Name | Disposition | Date/Time |
|-------------------------------------|---------------------------------------|--------------------|------------------------|
| Draft | Becki G Mescher-Vuxta/ PennDOT | Award | 11/16/2012 04:14:26 PM |
| Contractor Review | Albert D Hoffman/PennDOT BP-000507 | Sign | 11/19/2012 08:10:10 AM |
| BOD CMD Review | Roland L Rode/PennDOT | Accept | 11/19/2012 03:50:22 PM |
| BOD Director Review | R. Wayne Willey/PennDOT | Sign | 11/19/2012 06:07:59 PM |
| Chief Counsel Preliminary Review | Joanne L Lubart/PennDOT | Accept | 11/20/2012 07:55:15 AM |
| Chief Counsel Final Review | Joanne L Lubart/PennDOT | Accept | 11/20/2012 07:55:20 AM |
| Comptroller Review | Matthew P Eng/PennDOT | Accept | 11/20/2012 02:57:29 PM |
| CMD Execute | Becki G Mescher-Vuxta/ PennDOT | Submit | 11/20/2012 06:51:13 PM |

Addenda

Addendum: 1

Description:

This project involves the installation of low-cost treatments and intersection improvements on state maintained roadway in Bucks, Chester, Delaware, Montgomery and Philadelphia counties.

Estimated Project: \$539,368.50
Federal Project Status: Non - Federal (100% State)
MBE/WBE: 4.00% / 4.00%
Structure Work: 0.00%
Wage Rates: Yes
Project Type: Standard
State Type of Work: MISCELLANEOUS
Prequalification Required: Yes
Pre-Bid Meeting: None
Scheduled Let: 11/01/2012 11:00:00 AM
New Let:
Let Date Move:
Anticipated NTP: 12/17/2012
Required Completion: 12/17/2013

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

Add the following item(s):

(1) 9000-0600 - UNFORSEEN ROADWAY CONSTRUCTION

Remove the following item(s):

- (1) 0316-0524 - SUPERPAVE ASPHALT MIXTURE DESIGN, FLEXIBLE BASE REPLACEMENT, PG 64-22, 3 TO < 10 MILLION ESALS, 25.0 MM MIX, 5" DEPTH
- (2) 0409-1592 - SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE (LEVELING), PG 64-22, 3 TO < 10 MILLION ESALS, 9.5 MM MIX, SRL-H
- (3) 0609-0003 - INSPECTOR'S FIELD OFFICE AND INSPECTION FACILITIES, TYPE B
- (4) 0609-0009 - EQUIPMENT PACKAGE
- (5) 0962-1000 - 4" WHITE WATERBORNE PAVEMENT MARKINGS
- (6) 0964-0005 - 6" WHITE EPOXY PAVEMENT MARKINGS
- (7) 0966-0017 - SNOWPLOWABLE RAISED PAVEMENT MARKER TWO WAY HOLDER WITH REFLECTOR (Y/B)
- (8) 9400-0301 - ULTRA THIN FRICTION COURSE, GRADATION B
- (9) 9901-0305 - HIGH FRICTION EPOXY AGGREGATE SURFACE TREATMENT

Modify the following item(s):

- (1) 0960-0021 - 24" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS
- (2) 0962-1005 - 4" YELLOW WATERBORNE PAVEMENT MARKINGS
- (3) 0964-0001 - 4" WHITE EPOXY PAVEMENT MARKINGS
- (4) 0964-0002 - 4" YELLOW EPOXY PAVEMENT MARKINGS
- (5) 0966-0011 - SNOWPLOWABLE RAISED PAVEMENT MARKER TWO WAY HOLDER WITH REFLECTOR (Y/Y)
- (6) 0966-0018 - SNOWPLOWABLE RAISED PAVEMENT MARKER TWO WAY HOLDER WITH REFLECTOR (W/B)
- (7) 9960-0105 - WHITE HOT THERMOPLASTIC LEGEND, "LEFT ARROW" 13'-6" X 6'-0"

- (8) 9960-0106 - WHITE HOT THERMOPLASTIC LEGEND, "RIGHT ARROW" 13'-6" X 6'-0"
 - (9) 9960-0800 - WHITE HOT THERMOPLASTIC LEGEND "SLOW", 8'-0"
-

Special Provision

Add the following special provision(s):

- (1) N12601B - a12601 SANITARY FACILITIES
- (2) G101C - a00101 GOVERNING SPECIFICATIONS AND APPLICABLE DESIGNATED SPECIAL PROVISIONS
- (3) 00 - ITEM 9000-0600 - UNFORESEEN ROADWAY CONSTRUCTION

Remove the following special provision(s):

- (1) G101B - a00101 GOVERNING SPECIFICATIONS AND APPLICABLE DESIGNATED SPECIAL PROVISIONS
 - (2) I4002B - c04002 ITEM 9400-0301 ULTRA-THIN FRICTION COURSE, GRADATION B
 - (3) 00 - ITEM 9901-0305 HIGH FRICTION EPOXY AGGREGATE SURFACE TREATMENT
-

Other

Note(s):

- (1) Revised sheets will be issued to the successful bidder.
- (2) The work on the following roads has been removed from the project:

Bucks County

SR 2051 – Levittown Parkway - All Quantity for this SR was removed. (odd and even segments)

Chester County

No removal of items or quantity in this county

Delaware County

No removal of items or quantity in this county

Montgomery County

SR 3007 – Flourtown Road. All Quantity for this SR was removed.

SR 4022 – Linfield Trappe Rd - All Quantity for this SR was removed.

SR 3003 - Stenton Ave- All Quantity for this SR was removed.

SR 2016 – Plymouth Road - All Quantity for this SR was removed.

Philadelphia County

SR 0676 – Interstate 676 - All Quantity for this SR was removed.

SR 8057 – Ramp to 29 th ST from 676 - All Quantity for this SR was removed.

SR 8012 – Ramp from I76WB to I676 EB - All Quantity for this SR was removed.

Addendum: 2

Description:

This project involves the installation of low-cost treatments and intersection improvements on state maintained roadway in Bucks, Chester, Delaware, Montgomery and Philadelphia counties.

Estimated Project: \$539,368.50
Federal Project Status: Non - Federal (100% State)
MBE/WBE: 4.00% / 4.00%
Structure Work: 0.00%
Wage Rates: Yes
Project Type: Standard
State Type of Work: MISCELLANEOUS
Prequalification Required: Yes
Pre-Bid Meeting: None
Scheduled Let: 11/01/2012 11:00:00 AM
New Let:
Let Date Move:
Anticipated NTP: 12/17/2012
Required Completion: 12/17/2013

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

Modify the following attachment(s):

- (1) Project Specific - Low Cost Safety Improvements Summary Sheet
- (2) Project Specific - Bucks County Low Cost Safety Improvements Tab Sheet
- (3) Project Specific - Philadelphia County Low Cost Safety Improvements Tab Sheet
- (4) Project Specific - Montgomery County Low Cost Safety Improvements Tab Sheet

Addendum: 3

Description:

This project involves the installation of low-cost treatments and intersection improvements on state maintained roadway in Bucks, Chester, Delaware, Montgomery and Philadelphia counties.

Estimated Project: \$539,368.50
Federal Project Status: Non - Federal (100% State)
MBE/WBE: 4.00% / 4.00%
Structure Work: 0.00%
Wage Rates: Yes
Project Type: Standard
State Type of Work: MISCELLANEOUS
Prequalification Required: Yes
Pre-Bid Meeting: None
Scheduled Let: 11/08/2012 11:00:00 AM
New Let: 11/08/2012 11:00:00 AM
Let Date Move: PENNDOT has moved the let date. Submitted bid files have been deleted. PENNDOT may publish further changes via addenda, resulting in the need to withdraw and resubmit bids.
Anticipated NTP: 12/17/2012
Required Completion: 12/17/2013

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

Addendum: 4

Description:

This project involves the installation of low-cost treatments and intersection improvements on state maintained roadway in Bucks, Chester, Delaware, Montgomery and Philadelphia counties.

Estimated Project: \$539,368.50
Federal Project Status: Non - Federal (100% State)
MBE/WBE: 4.00% / 4.00%
Structure Work: 0.00%
Wage Rates: Yes
Project Type: Standard
State Type of Work: MISCELLANEOUS
Prequalification Required: Yes
Pre-Bid Meeting: None
Scheduled Let: 11/08/2012 11:00:00 AM
New Let:
Let Date Move:
Anticipated NTP: 12/24/2012
Required Completion: 12/17/2013

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

Note(s):

(1) Anticipated NTP has been revised to 12/24/2012.

Bid Items

| Item | Description | Quantity | Unit Price | Item Total | Addendum |
|-----------|---|-------------|-------------|-------------|----------|
| 0409-6570 | SUPERPAVE ASPHALT MIXTURE DESIGN, HMA BINDER COURSE, PG 64-22, 3 TO < 10 MILLION ESALS, 19.0 MM MIX | 13.000 | \$350.00 | \$4,550.00 | |
| 0460-0001 | BITUMINOUS TACK COAT | 125.000 | \$7.00 | \$875.00 | |
| 0491-0019 | MILLING OF BITUMINOUS PAVEMENT SURFACE, VARIABLE DEPTH, MILLED MATERIAL RETAINED BY CONTRACTOR | 123.000 | \$12.50 | \$1,537.50 | |
| 0608-0001 | MOBILIZATION | 1.000 | \$35,000.00 | \$35,000.00 | 1 |
| 0660-0030 | BITUMINOUS SHOULDER RUMBLE STRIPS | 3,620.000 | \$1.25 | \$4,525.00 | |
| 0686-0020 | CONSTRUCTION SURVEYING, TYPE B | 1.000 | \$14,600.00 | \$14,600.00 | |
| 0689-0001 | NARRATIVE SCHEDULE | 1.000 | \$5,000.00 | \$5,000.00 | |
| 0901-0001 | MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION | 1.000 | \$55,000.00 | \$55,000.00 | 1 |
| 0931-0001 | POST MOUNTED SIGNS, TYPE B | 48.500 | \$52.50 | \$2,546.25 | |
| 0936-0200 | STRUCTURE MOUNTED FLAT SHEET ALUMINUM SIGNS | 10.000 | \$90.25 | \$902.50 | |
| 0951-0130 | TRAFFIC SIGNAL SUPPORT, 30' MAST ARM | 1.000 | \$13,500.00 | \$13,500.00 | |
| 0951-0135 | TRAFFIC SIGNAL SUPPORT, 35' MAST ARM | 1.000 | \$14,800.00 | \$14,800.00 | |
| 0951-0140 | TRAFFIC SIGNAL SUPPORT, 40' MAST ARM | 1.000 | \$17,500.00 | \$17,500.00 | |
| 0951-4014 | TRAFFIC SIGNAL SUPPORT, 14' PEDESTAL | 1.000 | \$3,500.00 | \$3,500.00 | |
| 0952-1040 | NEMA TS-2; TYPE 2 CONTROLLER ASSEMBLY, TYPE 1 MOUNTING | 1.000 | \$8,600.00 | \$8,600.00 | |
| 0952-2052 | CONTROLLER ASSEMBLY, SOLID STATE FLASHER, DUAL CIRCUIT, TYPE II MOUNTING | 2.000 | \$730.00 | \$1,460.00 | |
| 0952-2062 | TIME CLOCK, SOLID STATE | 2.000 | \$340.00 | \$680.00 | |
| 0954-0011 | 1 INCH CONDUIT | 69.000 | \$1.65 | \$113.85 | |
| 0954-0012 | 2 INCH CONDUIT | 51.000 | \$3.30 | \$168.30 | |
| 0954-0013 | 3 INCH CONDUIT | 402.000 | \$3.65 | \$1,467.30 | |
| 0954-0151 | TRENCH AND BACKFILL, TYPE I | 123.000 | \$16.50 | \$2,029.50 | |
| 0954-0152 | TRENCH AND BACKFILL, TYPE II | 128.000 | \$43.50 | \$5,568.00 | |
| 0954-0153 | TRENCH AND BACKFILL, TYPE III | 271.000 | \$58.25 | \$15,785.75 | |
| 0954-0201 | SIGNAL CABLE, 14 AWG, 3 CONDUCTOR | 555.000 | \$2.40 | \$1,332.00 | |
| 0954-0202 | SIGNAL CABLE, 14 AWG, 5 CONDUCTOR | 3,005.000 | \$2.60 | \$7,813.00 | |
| 0954-0302 | JUNCTION BOX, JB-27 | 5.000 | \$500.00 | \$2,500.00 | |
| 0954-0402 | ELECTRICAL SERVICE, TYPE B | 2.000 | \$740.00 | \$1,480.00 | |
| 0954-0403 | ELECTRICAL SERVICE, TYPE C | 1.000 | \$1,900.00 | \$1,900.00 | |
| 0955-3208 | VEHICULAR SIGNAL HEAD, THREE 12" SECTIONS | 12.000 | \$620.00 | \$7,440.00 | |
| 0955-3722 | LED COUNTDOWN PEDESTRIAN SIGNAL HEAD, TYPE A | 10.000 | \$460.00 | \$4,600.00 | |
| 0956-0011 | DETECTOR CARD RACK ASSEMBLY | 1.000 | \$820.00 | \$820.00 | |
| 0956-0500 | PEDESTRIAN PUSH BUTTON | 4.000 | \$250.00 | \$1,000.00 | |
| 0956-0700 | VIDEO DETECTOR | 4.000 | \$5,000.00 | \$20,000.00 | |
| 0960-0005 | 6" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS | 630.000 | \$2.75 | \$1,732.50 | |
| 0960-0021 | 24" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS | 303.000 | \$8.75 | \$2,651.25 | 1 |
| 0960-0022 | 24" YELLOW HOT THERMOPLASTIC PAVEMENT MARKINGS | 460.000 | \$8.75 | \$4,025.00 | |
| 0960-0101 | WHITE HOT THERMOPLASTIC LEGEND, "ONLY", 8' - 0" | 2.000 | \$260.00 | \$520.00 | |
| 0960-0102 | WHITE HOT THERMOPLASTIC LEGEND, "STOP", 8' - 0" | 2.000 | \$260.00 | \$520.00 | |
| 0960-0113 | WHITE HOT THERMOPLASTIC LEGEND, "MPH", 8' - 0" | 2.000 | \$200.00 | \$400.00 | |
| 0960-0222 | WHITE HOT THERMOPLASTIC LEGEND, "RIGHT ARROW", 12' - 0" X 3' - 0" | 1.000 | \$140.00 | \$140.00 | |
| 0960-0224 | WHITE HOT THERMOPLASTIC LEGEND, "LEFT ARROW", 12' - 0" X 3' - 0" | 1.000 | \$140.00 | \$140.00 | |
| 0960-0302 | WHITE HOT THERMOPLASTIC LEGEND, "2", 8' - 0" | 2.000 | \$65.50 | \$131.00 | |
| 0960-0305 | WHITE HOT THERMOPLASTIC LEGEND, "5", 8' - 0" | 2.000 | \$65.50 | \$131.00 | |
| 0962-1005 | 4" YELLOW WATERBORNE PAVEMENT MARKINGS | 242,640.000 | \$0.15 | \$36,396.00 | 1 |
| 0963-0001 | PAVEMENT MARKING REMOVAL | 1,854.000 | \$4.90 | \$9,084.60 | |
| 0963-0010 | PAVEMENT MARKING REMOVAL (LEGENDS AND SYMBOLS) | 2.000 | \$160.00 | \$320.00 | |

ECMS Highway Construction Contract 94767

| | | | | | |
|-----------|---|-------------|------------|-------------|---|
| 0964-0001 | 4" WHITE EPOXY PAVEMENT MARKINGS | 1,773.000 | \$1.10 | \$1,950.30 | 1 |
| 0964-0002 | 4" YELLOW EPOXY PAVEMENT MARKINGS | 102,987.000 | \$0.65 | \$66,941.55 | 1 |
| 0966-0011 | SNOWPLOWABLE RAISED PAVEMENT MARKER TWO WAY HOLDER WITH REFLECTOR (Y/Y) | 311.000 | \$41.50 | \$12,906.50 | 1 |
| 0966-0018 | SNOWPLOWABLE RAISED PAVEMENT MARKER TWO WAY HOLDER WITH REFLECTOR (W/B) | 44.000 | \$41.50 | \$1,826.00 | 1 |
| 0966-0201 | SNOWPLOWABLE RAISED PAVEMENT MARKER, REFLECTOR REPLACEMENT, (TWO WAY Y/Y) | 75.000 | \$16.50 | \$1,237.50 | |
| 9000-0600 | UNFORSEEN ROADWAY CONSTRUCTION | 50,000.000 | \$1.00 | \$50,000.00 | 1 |
| 9954-0001 | DYNAMIC SPEED DISPLAY SPEED SIGN | 1.000 | \$7,500.00 | \$7,500.00 | |
| 9954-0002 | JUNCTIION BOX SPECIAL, 17" X 30" | 1.000 | \$640.00 | \$640.00 | |
| 9956-0001 | EMERGENCY PRE-EMPTION, FOUR (4) APPROACHES | 1.000 | \$9,000.00 | \$9,000.00 | |
| 9960-0030 | MILLED BITUMINOUS CENTER LINE RUMBLE STRIP | 168,049.000 | \$0.50 | \$84,024.50 | |
| 9960-0105 | WHITE HOT THERMOPLASTIC LEGEND, "LEFT ARROW" 13'-6" X 6'-0" | 3.000 | \$260.00 | \$780.00 | 1 |
| 9960-0106 | WHITE HOT THERMOPLASTIC LEGEND, "RIGHT ARROW" 13'-6" X 6'-0" | 3.000 | \$260.00 | \$780.00 | 1 |
| 9960-0800 | WHITE HOT THERMOPLASTIC LEGEND "SLOW", 8'-0" | 8.000 | \$260.00 | \$2,080.00 | 1 |

Contract Total: \$554,451.65

Bid Total: \$554,451.65

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.

G101C - a00101 GOVERNING SPECIFICATIONS AND APPLICABLE DESIGNATED SPECIAL PROVISIONS

Addendum:

1

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. 3, effective date October 5, 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

4% 4%

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

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

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

DSP8. F.A.R. - Required Contract Provisions Federal-Aid Construction Contracts Form FHWA-1273 (Rev 3-94). Also attached to the Proposal/Contract.

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.

G401A - a00401 ADVANCE NOTICE OF TRAFFIC RESTRICTIONS

Addendum:

Associated Item(s):

Header:

ADVANCE NOTICE OF TRAFFIC RESTRICTIONS

Provision Body:

Notify the Engineer at least 4 calendar days in advance of the start of any operation which will affect the flow of traffic and provide the Engineer with details of the work to be done. After notification, the District Office will advise the public of these traffic restrictions and possible delays.

G501A - a00501 AIR POLLUTION CONTROL IN AIR BASINS

Addendum:

Associated Item(s):

Header:

AIR POLLUTION CONTROL IN AIR BASINS

Provision Body:

No burning will be permitted on this project except that the Department of Environmental Protection will permit the operation of an air curtain destructor, (open pit incinerator) as defined in Title 25, Section 129.14, of the Rules and Regulations of the Department of Environmental Protection, for the destruction of wood waste generated by clearing and grubbing operations, provided that the incinerators are properly designed, located, and operated. Permission may be granted for units both within and outside the air basin areas defined in Title 25, Section 121.1 of Chapter 121 of the Rules and Regulations of the Department of Environmental Protection, but each proposal is required to be reviewed on an individual basis by the appropriate Regional Air Pollution Control Engineer.

If an air pollution problem is subsequently created by the operation of such a unit the Department of Environmental Protection will notify the Contractor and will take appropriate enforcement action if necessary.

G1401A - a01401 EQUAL EMPLOYMENT OPPORTUNITY WITH PREQUALIFICATION

Addendum:

Associated Item(s):

Header:

EQUAL EMPLOYMENT OPPORTUNITY WITH PREQUALIFICATION.

Provision Body:

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

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

- Philadelphia Afro-American, 427 S. Broad St., Philadelphia, PA 19147
- Philadelphia Tribune, 522 S. 16th St., Philadelphia, PA 19146
- Pittsburgh Courier, 315 E. Carson St., Pittsburgh, PA 15219

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

- Cheyney University, Chester & Creek Roads, Cheyney, PA 19319
- Lincoln University, Oxford, PA 19352
- California University, California, PA 15419
- West Chester University, West Chester, PA
- NAACP, Labor and Industry Committees
- Community Action Centers
- O.I.C. Technical and Vocational Schools
- Black Community Centers
- Black Ministers
- CORE

G3401A - a03401 PREVAILING WAGE ACT

Addendum:

Associated Item(s):

Header:

PREVAILING WAGE ACT

Provision Body:

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

G3501B - a03501 RECIPROCAL LIMITATIONS ACT REQUIREMENTS FOR CONSTRUCTION

Addendum:

Associated Item(s):

Header:

RECIPROCAL LIMITATIONS ACT REQUIREMENTS FOR CONSTRUCTION

Provision Body:

I. REQUIREMENTS AND DISCRIMINATING STATES -

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

STATE PREFERENCE

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

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

STATE PROHIBITION

1. Georgia Forest Products Only
2. New Mexico Construction
3. New Jersey Chain Link Fence, Portable Sanitation Units, Storage Batteries, Hardware Supplies, Fasteners, Lumber, Building Supplies

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

II. CALCULATION OF PREFERENCE -

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

III. FOREST OR LUMBER PRODUCTS -

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

G4401C - a04401 UTILITIES--FOR USE ON PROJECTS WITH MINIMUM OR NO EXCAVATION

Addendum:

Associated Item(s):

Header:

UTILITIES--FOR USE ON PROJECTS WITH MINIMUM OR NO EXCAVATION

Provision Body:

Identify and contact all utilities having existing aerial and/or underground facilities located within the limits of work to arrange for marking of the field locations of these facilities before performing any excavation. Although no adjustments or relocations are anticipated, coordinate with utilities and/or municipalities within the project limits.

G4802A - a04802 INDEX PRICE FOR DIESEL FUEL

Addendum:

Associated Item(s):

Header:

Index Price for Diesel Fuel

Provision Body:

The index price for diesel fuel (FB), as determined by the Department, is **\$3.19/Gallon**. Use this index price in accordance with Section 110.12 PRICE ADJUSTMENT FOR DIESEL FUEL COST FLUCTUATIONS.

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 **\$567/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.

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

where:

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

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

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

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

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

where:

D = Diameter of the steel shell (inches)*

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

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

4.c.3 Pipe Piles.

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

where:

D = Diameter of the steel pipe (inches)*

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

* From the approved structure Plans or field measurements.

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

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

where:

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

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

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

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

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.

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

Addendum:

Associated Item(s):

Header:

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

Provision Body:

SECTION 101—ABBREVIATIONS AND DEFINITIONS OF TERMS

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

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

SECTION 103—AWARD AND EXECUTION OF CONTRACT

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

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

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

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

SECTION 110—PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| |
|---------------------|
| CR Gradation |
|---------------------|

| Sieve Size | Percent Passing |
|-------------------|-----------------|
| 4.75 mm (No. 200) | 100 |
| 2.36 mm | 98 - 100 |
| 75 µm (No. 200) | 0 - 3 |

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

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

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

TABLE B

Mix Design Requirements for SMA Mixtures

| 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 |
| Voids in Mineral Aggregate | 18.0 % Minimum |
| Voids in Course Aggregate (VCA) | VCA _{mix} < VCA _{dry rodded} |
| 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:**

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

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

SECTION 932—POST MOUNTED SIGNS, TYPE C

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

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

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

SECTION 934—POST MOUNTED SIGNS, TYPE E

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

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

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

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

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

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

- Shim Bars and Plates (Supports)—Section 1105.02(a)2

SECTION 935—POST MOUNTED SIGNS, TYPE F

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

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

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

SECTION 938—DISTANCE MARKERS

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

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

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

SECTION 1012—PEDESTRIAN RAILING

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

(a) Railing.

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

Certify as specified in Section 106.03(b)3.

SECTION 1015—PROTECTIVE BARRIER

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

(a) Barrier.

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

Certify as specified in Section 106.03(b)3.

SECTION 1103—TRAFFIC SIGNING AND MARKING

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

1103.11 MISCELLANEOUS MATERIALS—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. System A.

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

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

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

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

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

2.System B.

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

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

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

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

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

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

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

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

G7039A - a07039 Changes to Specifications: Section 901

Addendum:

Associated Item(s):

Header:

a07039 Changes to Specifications: Section 901

Provision Body:

SECTION 901—MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION

- **Section 901.03(j) Dropoffs.** Revise to read as follows:

(j) Drop-offs. The following conditions and treatments apply only to continuous and intermittent drop-offs created by construction, maintenance, or permit/utility operations. If the treatments in this Section cannot be met due to constructability-related issues, obtain approval of an alternate drop-off treatment method, in writing, from the Bureau of Project Delivery before implementation.

The following are not considered drop-offs:

1. Drainage ditches.
2. Compacted earthen embankments tapered at 3:1 or flatter.
3. Any area \leq 2 inches below grade **AND** $>$ 12 feet away from active travel lane.
4. Any area behind guide rail, barrier, or curb.
5. Any area outside right-of-way.

General Conditions:

1. The duration of the drop-off condition starts at the end of the shift in which the drop-off condition was created.
2. Place all channelizing devices at the same grade as the travel lane as close to the edge line as possible.
3. As an option, an approved Type C steady burn light may be placed on each channelizing device throughout the drop-off condition unless otherwise specified in Condition 2.
4. For intermittent drop-off conditions, place at least 3 channelizing devices or a Type III barricade transversely in front of each drop-off condition.
5. When applicable, install Uneven Lane Signs (W8-11), Low Shoulder Signs (W8-9), or No Guide Rail Signs (W21-9A) at intervals not to exceed 1/2 mile throughout the drop-off condition.

Condition 1 – Drop-offs ≤ 2 inches below grade AND ≤ 12 feet away from active travel lane

| Drop-off Location | Treatment |
|--|---|
| Between Active Travel Lane & Non-Active Travel Lane or Shoulder | <ul style="list-style-type: none"> • Place channelizing devices throughout drop-off condition. Space all channelizing devices at a maximum distance in feet, equal to two times the posted speed limit in miles per hour throughout a continuous or intermittent drop-off condition, unless otherwise directed. |
| Between Two Active Travel Lanes | <ul style="list-style-type: none"> • Install Longitudinal Notched Wedge Joint during paving operations in accordance with RC-28M and during milling operations mill a 12:1 wedge. For Temporary Overlay Transitions during paving and milling operations follow RC-28M except for the paving notch, feather transition edge as much as mix will allow. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • End all lanes at the same grade longitudinally, install Temporary Overlay Transitions during paving and milling operations in accordance with RC-28M except for the paving notch, and feather transition edge as much as mix will allow. |

Condition 2 – Drop-offs > 2 inches below grade

| Distance From Active Travel Lane | Duration Condition Exists | Drop-off Height | | |
|----------------------------------|---------------------------|--------------------------|------------------------|------------------|
| | | > 2 inches to ≤ 4 inches | > 4 inches to ≤ 2 feet | > 2 feet |
| Treatment | | | | |
| ≤ 4 feet Away | ≤ 48 Hours | (A) OR (B)(D) | (A) OR (B)(E) | (A) OR (C) |
| | | | | |

| | | | | |
|-------------------------------|------------|---------------------|---------------------|------------------------|
| | > 48 Hours | | | |
| > 4 feet to ≤ 12 feet Away | ≤ 48 Hours | (D) | (E) | (A) OR (B)(E)(F) |
| | > 48 Hours | (A) OR (B)(D) | (A) OR (B)(E) | (B)(E)(F) OR (C) |
| > 12 feet | ≤ 48 Hours | (D) | (E) | (E)(F) |
| | > 48 Hours | | | |

Footnotes:

- A. Place suitable material to grade and compact to non-movement.
- B. Install a 3:1 slope with suitable material and compact to non-movement.
- C. Install temporary barrier.
- D. Place channelizing devices starting at 120 feet in advance of the drop-off condition. Space all channelizing devices at a maximum distance in feet, equal to two times the posted speed limit in miles per hour throughout a continuous or intermittent drop-off condition, unless otherwise directed.
- E. Place channelizing devices starting at 120 feet in advance of the drop-off condition. Space all channelizing devices at a maximum distance in feet, equal to the posted speed limit in miles per hour throughout a continuous or intermittent drop-off condition, unless otherwise directed.
- F. Place an approved Type C steady burn light on each channelizing device throughout drop-off condition.

N12601B - a12601 SANITARY FACILITIES

Addendum:

1

Associated Item(s):

Header:

SANITARY FACILITIES

Provision Body:

I. Provide and maintain the following portable facilities within close proximity to the project for the exclusive use of Department inspectors and engineers:

(a) Sanitary toilet facilities. Maintain acceptable lavatory (wash-up) facilities near or within sanitary toilet facilities. Ensure that lavatory facilities are equipped with running water and hand soap or similar cleansing agents, including clean, sanitary, cloth or paper hand towels.

(b) Approved sanitary water cooler.

II. After the period of usage has expired, retain the required equipment herein specified.

III. Payment for sanitary facilities is incidental to the other items of work in the contract and will not be paid for separately.

00 - 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:

In accordance with Section 901 and as follows:

CONSTRUCTION –

(a) General

The Maintenance and Protection of traffic for the project will be performed in accordance to the Traffic Control Plans, the latest versions of Publication 213 and Publication 408, and as follows:

The contractor will designate an individual (or individuals) as Traffic Control Supervisor(s) responsible for the maintenance and traffic control items. Furnish the name(s) of the Traffic Control Supervisor(s), address, and telephone number where he/she can be reached at all times.

Install and maintain the traffic control for the duration of the project in accordance with the Traffic Control Plans. Contractor should coordinate with the appropriate utility companies to relocate all utility poles as listed on the plans.

No traffic restrictions are permitted on legal holidays and/or between the hours of 6:00 AM to 9:00 AM and 3:00 PM to 6:00 PM, Monday through Friday.

Relocate temporary signing as necessary and as indicated on the traffic control plans and Publication 213.

Relocate channelization devices as necessary and as indicated on the traffic control plans and Publication 213.

Do not stop, stand, or park construction equipment or stockpile material during non-working hours in any work areas adjacent to traffic lanes, or within the clear zone area, unless equipment or material is protected by temporary concrete construction barrier. If no barrier is provided, equipment or material must be a minimum of 30 feet from the edge of traveled roadway.

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

No interference of any kind will be allowed to open traffic lane(s) at any time without the use of appropriate traffic control measures, including flagging operations. This includes, but is not limited to, equipment swinging into the lane(s), material or equipment being lifted over vehicular or pedestrian travel lane(s).

No staging compounds or construction trailers are allowed within the Right-of-Way, unless the adjacent roadway is closed to all traffic.

Maintain constant surveillance of the traffic control operation and replace or correct any missing, damaged, ineffective, or misaligned traffic control devices to the satisfaction of the Engineer, and/or Traffic Control Supervisor(s). All advance warning and temporary barricade signs and channelizing devices must be kept clean at all times.

Use Type IV sheeting material for temporary work zone signs on non-expressway and Type VII for expressway.

Erect the "WORK ZONE – TURN ON HEAD LIGHTS" sign (R22-1) prior to each work zone, typically at a distance of 500 to 1000 feet prior to the first warning sign.

Erect the "ACTIVE WORK ZONE WHEN FLASHING" sign (W21-19) as close as practical to the beginning of the active work zone where construction workers are on the roadway or on the shoulder of the highway or are in the median of the highway, and are

adjacent to an open travel lane. Attach a white type B high-intensity flashing light to the upper portion of each W21-19 sign. Activate the light only when workers are present, and deactivate it when workers are not present for 60 minutes or more.

Erect the "END ACTIVE WORK ZONE" sign (W21-20) immediately at the end of each work zone where construction workers are on the roadway or on the shoulder of the highway, and are adjacent to an open travel lane, except when the W21-20 sign would be installed adjacent to the "END ROAD WORK" (G20-2A) sign.

For all projects notify the Pennsylvania Department of Transportation District Press Office at (610) 205-6800 four work days prior to commencement of work.

For all projects notify the Pennsylvania Department of Transportation Traffic Management Center (610)205-6934 one hour prior to restricting or lane closure and immediately after lane restriction or lane closure is lifted.

SR 2011 29th Street & SR 2017 52nd Street in Philadelphia County

Maintenance and Protection of Traffic during construction will be in accordance with applicable Figs. 5, 7, 10a, 10b, & 16 in PennDOT Publication 213, "Work Zone Traffic Control", February 2008, or most current. No traffic restrictions, are permitted within the hours of 6:00 AM to 9:00 AM and 3:00 PM to 6:00 PM, Monday through Friday and legal holidays. Maintain all cross traffic at all intersections.

Upon completion of each day's work, restore all trenched pavement areas by backfilling.

Maintain continuous operation of all existing signals until new signals are in operation. Provide temporary flagging operations per Figures 10a and 11a as required. Provide certified flaggers.

Effective November 24, 2008, as specified in regulation ANSI 107-2004, all workers will be required to wear Class 2 high visibility safety apparel.

Maintain access to all streets and driveways.

Notify the Pennsylvania Department of Transportation District Press Office at (610) 205-6800 and Tom Buck, City of Philadelphia at (215) 685-1206 two weeks prior to commencement of work.

Do not stop, stand, or park construction equipment or stockpile material during non-working hours in any work areas adjacent to traffic lanes, or within the clear zone area, unless equipment or material is protected by temporary concrete construction barrier. If no barrier is provided, equipment or material must be a minimum of 30 feet from the edge of traveled roadway.

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

Divert pedestrian traffic as necessary and as directed by PennDOT and/or City Engineer where sidewalk is disturbed and pedestrian mobility is compromised. Provide proper barrier and signing as necessary and approved by PennDOT and City Engineer.

Bag all new signal heads until fully operational.

Explanation of Construction Activities:

Traffic signal equipment upgrades at select locations such as new signal heads and mast arms. Refreshing of pavement markings.

Various other SR # Routes:

PATA # 11F, 12,14,15,16, General & Act 229

Item # 9660-0030 – Bituminous Centerline Rumble Strips

Item # 9660-0005 – Milled Bituminous Shoulder Rumble Strip Special (SRS)

Item # 0966-0011 – Snowplowable Raised Pavement Markers

Specific to SR 2006 MacDade Avenue Delaware County:

Designate an individual as Traffic Control Coordinator; assure that this individual is responsible for the Project maintenance and protection of traffic. Furnish to the Ridley Township Police Department the name and address of the Traffic Control Coordinator and a telephone number where this person can be reached at all times.

The contractor must provide the RIDLEY TOWNSHIP POLICE DEPARTMENT with information 24 hours in advance pertaining to potential traffic restrictions.

All travel lanes must be open for traffic during the morning (6 a.m.—9 a.m.) and evening peak hours (3 p.m.—7 p.m.). Two-way traffic must be maintained at all times. Lane closures are permitted for short periods if flagging is provided in accordance with PENNDOT Publication 203.

All workers must wear a reflective vest or other appropriate safety apparel during working hours.

The Contractor must provide vehicles outfitted with safety beacons, appropriate traffic control signing, barricades, flags and cones.

All work must be done in compliance with the contract drawings and the appropriate figures contained within Publication 203, Work Zone Traffic Control, published by the Pennsylvania Department of Transportation.

Open trenches across travel lanes are not permitted during non-working hours unless, on the approval of the Township Engineer, such trenches are safely decked with steel plates of sufficient size and strength to support the traffic load. The contractor's name and emergency telephone number shall be painted and legible on each plate to assist the Township in the event of an emergency.

Carefully remove and set aside all existing official traffic signs and devices as needed to perform the required operations. Do not scratch or damage the reflective sheeting face.

Replace existing signs and posts damaged during removal or replacement, in kind, at no expense to the Owner.

Do not park personal vehicles on State or Local highways.

Maintain access to all local driveways and residences at all times.

All intersections within lane closures require flaggers.

MEASUREMENT AND PAYMENT – Lump Sum

00 - ITEM 9000-0600 - UNFORESEEN ROADWAY CONSTRUCTION

Addendum: 1
Associated Item(s): 9000-0600

Header:
ITEM 9000-0600 - UNFORESEEN ROADWAY CONSTRUCTION

Provision Body:
DESCRIPTION - This work may include but is not limited to: island construction and removal; curbing; drainage and manhole adjustments; bituminous concrete base course; and construction of bituminous curb.

MATERIALS - As specified in Sections 309,605, 606, 630, 704 and other appropriate sections as needed.

CONSTRUCTION - Prior to the bituminous overlay and as directed during construction, perform this work at the locations determined by the engineer.

MEASUREMENT AND PAYMENT - DOLLAR

The proposal will include an item and a predetermined amount of money for Unforeseen Roadway Construction. The contract item will have a unit of measure of Dollar, a unit price of \$1.00, and a quantity equal to the predetermined amount.

Due to the contingent or unpredictable nature of the work being performed, the provisions of Section 110.02(d) are not applicable to this item.

Measured and paid for, under the Unforeseen Roadway Construction item as follows:

(a) Contract Items. The Department will pay for performance of work, identified as having similar items listed in the contract, at the contract unit price.

(b) Non-Contract Items. The Department will pay for items of work not identified in the contract as follows:

1. Negotiated Price. At price agreed upon with the Department before performing the work. If applicable, agreement is also required with FHWA.

2. Force Account Basis. Section 110.03(d)

00 - ITEM 9660-0030 - MILLED BITUMINOUS CENTER LINE RUMBLE STRIPS

Addendum:

Associated Item(s): 9960-0030

Header:

ITEM 9660-0030 - MILLED BITUMINOUS CENTER LINE RUMBLE STRIPS

Provision Body:

I. DESCRIPTION - This work is the milling of centerline rumble strips (CLRS) on bituminous pavement, as indicated in accordance with CLRS typical detail sheets.

II. CONSTRUCTION - As indicated and as follows:

(a) **General.** Mill CLRS as shown on CLRS typical detail sheets.

(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 Operation.** Mill centerline rumble strips having finished dimensions and tolerances indicated on the typical detail sheets of this provision. Check and verify the alignment of the pattern edge during the milling operation. Discontinue milling operations if satisfactory results are not being obtained, and submit an alternate construction plan to the Representative for approval. At the end of each working day, move all equipment to a location as directed 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 the milling operation before opening the roadway to traffic.

III. MEASUREMENT AND PAYMENT - Linear Foot.

- (a) Measured longitudinally along the centerline of the CLRS pattern from start of work to the end of work, not including breaks for intersections, high volume driveways and concrete bridge decks.
- (b) Payment includes removal and disposal of milled material.

00 - ITEM 9954-0001 DYNAMIC SPEED DISPLAY SIGN

Addendum:

Associated Item(s): 9954-0001

Header:

Item #9954-0001 - DYNAMIC SPEED DISPLAY SIGN

Provision Body:

Dynamic Speed Display Sign

Description: Furnish and install a local, stand-alone fully digital Dynamic Speed Display Sign including all mounting hardware and connections.

Material: 1 . 1 Display Specifications

1.1.1 The dynamic display panel shall consist of modular Light Emitting Diode (LED) display panel or panels capable of displaying a two-digit vehicle speed, with characters at a minimum of 12 inches in height and 7 inches in width. The display shall appear completely blank when not energized; furthermore, phantom characters are prohibited under any ambient light conditions. The speed displayed shall flash at a rate of no less than 60 cycles per minute once the display is activated. Acceptable LED color shall be yellow or white and have a viewing angle of 30°. A "YOUR SPEED" sign shall be mounted to the top of the dynamic display panel. The sign shall be made with type 3 High Intensity sheeting and shall be capable of being easily removed and replaced. Alternately, a "YOUR SPEED" LED display panel inside the sign system is applicable.

1.2 Speed Detection Specifications

1.2.1 The dynamic display panel portion of the display shall receive input from an internal speed detection device (i.e., K band Doppler radar unit). The radar unit should determine the speed of a target and should be for approach only (directional radar). The radar should measure in miles per hour (mph) with an accuracy of ± 1.5 mph and a target speed range of 10 to 99 mph. The speed detection device shall feed directly to the dynamic display panel portion and have adjustment for the cosine effect. The SDS system must be programmable for the posted speed limit and the maximum speed to display. When detected speed exceeds the maximum programmed speed (high speed cut-off) threshold determined by the appropriate local Engineering District, the display will automatically blank. Alternately, the display may show an alert message (i.e. "SLOW DOWN") when speeds exceed the maximum programmed speed threshold.

1.3 Housing Specifications

1.3.1 The housing shall be weather resistant, including weather tight cable entry or connection points for any required connections. The housing shall resist shattering and tampering. The front face of the display shall be anti-reflective polycarbonate, or a material acceptably comparable in performance. The front face shall be resistant to ultraviolet (UV) light, fading and discoloration. The housing shall be National Electrical Manufacturers Association (NEMA) 3R rated and must be accessible only by authorized personal.

1.4 Electrical Specifications

1.4.1 Primary power supply shall be a battery with solar assist. The battery bank shall be of sufficient capacity to power the unit for a minimum of 14 days. The battery bank shall be assisted by means of a solar generator incorporating one or more solar panels. The unit shall also be equipped with a charger which will operate on AC current. Batteries shall be housed in a lockable, non metallic, high impact plastic enclosure. The design of the enclosure shall allow batteries to be easily removed and replaced. All power inputs shall be fuse protected. All SDS systems shall be able to recover from power loss and return to their operation state independent from user intervention.

1.5 Operation and Performance

1.5.1 All SDS systems should be legible within a minimum distance of 400 feet. The display shall automatically adjust the intensity of the LED panels based on the ambient light conditions. The light sensor must be positioned so that it is uninfluenced by alternative light sources (i.e. vehicle head lights). The display shall operate within the temperature range of - 4 to 138 °F. The systems onboard software shall incorporate a programmable schedule option, controlling times of operation.

1.6 Compliance

1.6.1 The SDS systems shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). SDS systems must be permanent installations, semi-permanent installations are not permitted due to height requirement concerns outlined in the MUTCD. SDS systems shall be in accordance with Sections 5.82 Nighttime Dimming, 6.4.3 Environmental Tests, and 6.4.6.3

Electronic Noise of the June 2007 ITE Standard for "Vehicle Traffic Control Signal Heads - Light Emitting Diode (LED) Circular Signal Supplement." The display sign shall satisfy an International Protection rating of IP14. The SDS should be in compliance with the Federal Communications Commission (FCC) Title 47, Part 15 (47 CFR 15).

2. Warranty.

2.1 Manufacturers and/or suppliers warrant the equipment in accordance with the following provisions:

Speed display signs shall be replaced or repaired by the manufacturer and/or supplier at no additional expense to the local municipality or PennDOT if the SDS

system fails to function as intended due to workmanship, performance, or material defects within the first 24 months from the date of delivery.

3. Department Approval.

3.1 Submit catalog cuts prior to purchase of sign and obtain approval from the department.

4. Testing.

4.1 All SDS systems shall be subjected to a 30 day field data collection and verification testing. All results should be reported to the District Traffic unit upon completion of the evaluation period.

4.2 Failure of the SDS system will require immediate corrective action and/or removal of the system.

CONSTRUCTION – Sections 950.3, 952.3

MEASUREMENT AND PAYMENT - Each

00 - ITEM 9954-0302 – JUNCTION BOX SPECIAL, 17”X30”

Addendum:

Associated Item(s): 9954-0002

Header:

ITEM 9954-0302 – JUNCTION BOX SPECIAL, 17”X30”

Provision Body:

DESCRIPTION – This work is the furnishing and installation of a junction box of the size indicated for the traffic signal electrical distribution system.

MATERIAL – Section 1101.10, 1104.05 and as follows:

Provide a Polymer Concrete rectangular junction box, with the nominal dimensions of 17” W x 30” L x 24” H.

CONSTRUCTION – Section 910.3(p)

MEASUREMENT AND PAYMENT – Each

00 - ITEM 9956-0001 – EMERGENCY PRE-EMPTION, FOUR (4) APPROACHES

Addendum:

Associated Item(s): 9956-0001

Header:

9956-0501 – EMERGENCY PRE-EMPTION SYSTEM

Provision Body:

DESCRIPTION – This work is the furnishing and installation of emergency pre-emption detectors, emergency pre-emption fail-safe verification beacons, a pre-emption card rack, pre-emption cards, and wiring as necessary to provide the required operation as shown on the traffic signal plans.

MATERIAL – Section 956.2 and as follows:

Pre-emption equipment to be manufactured by 3M Corporation.

Pre-emption equipment to be compatible with both 3M and TOMAR brands of pre-emption emitters. The material provided under this item shall carry a minimum 5-year warranty against defects. Pre-emption equipment is to be capable of operating on a high-priority frequency of 14.035 Hz +/- 0.005 Hz.

This item includes all of the following:

- Directional detector head (per direction)
- Manufacturer supplied cable connecting the detectors to the interface card
- Confirmation beacon (per direction)
- Three-conductor, 14 AWG cable to power confirmation beacons (or recommended by manufacturer)
- Interface card and card cage to be installed in the controller cabinet. First come, first serve operation of same priority level emitters
- Any additional connections, wiring, and cabinet modifications.

CONSTRUCTION – Section 956.3 and as follows:

The field location of the pre-emption detectors may vary from the location shown on the signal construction plan to improve operation of the pre-emption. Confirm the location of each detector with the Engineer prior to installation.

Detectors to be field tested (approved by the engineer and PennDOT) while positioned at the appropriate distance on the roadway. The detector head is then to be adjusted and/or relocated as required by the Engineer at no additional cost.

MEASUREMENT AND PAYMENT – Lump Sum, includes cable as recommended by the manufacturer.

00 - ITEM 9960-0105 - WHITE HOT THERMOPLASTIC LEGEND,"LEFT ARROW", 13'-16"x6'-0"

Addendum:

Associated Item(s): 9960-0105

Header:

ITEM 9960-0105 WHITE HOT THERMOPLASTIC LEGEND,"LEFT ARROW", 13'-16"x6'-0"

Provision Body:

DESCRIPTION -

This work is the furnishing and installation of hot thermoplastic pavement markings or legends of the color specified, with an application of glass beads, at the locations indicated unless otherwise directed.

MATERIALS -

As specified in section 960.2

CONSTRUCTION

As specified in section 960.3 and according to the detail drawing provided in the contract for the "Arrow" legend. The "ADVANCE CURVE WARNING" legend detail typical is also provided in the contract.

MEASUREMENT AND PAVEMENT - EACH

00 - ITEM 9960-0106 - WHITE HOT THERMOPLASTIC LEGEND,"RIGHT ARROW", 13'-16"x6'-0"

Addendum:

Associated Item(s): 9960-0106

Header:

ITEM 9960-0106 WHITE HOT THERMOPLASTIC LEGEND,"LEFT ARROW", 13'-16"x6'-0"

Provision Body:

DESCRIPTION -

This work is the furnishing and installation of hot thermoplastic pavement markings or legends of the color specified, with an application of glass beads, at the locations indicated unless otherwise directed.

MATERIALS -

As specified in section 960.2

CONSTRUCTION

As specified in section 960.3 and according to the detail drawing provided in the contract for the "Arrow" legend. The "ADVANCE CURVE WARNING" legend detail typical is also provided in the contract.

MEASUREMENT AND PAVEMENT - EACH

00 - ITEM 9960-0800 - WHITE HOT THERMOPLASTIC LEGEND,"SLOW" 8'-0"

Addendum:

Associated Item(s): 9960-0800

Header:

ITEM 9960-0800 WHITE HOT THERMOPLASTIC LEGEND,"SLOW", 8' - 0"

Provision Body:

DESCRIPTION -

This work is the furnishing and installation of hot thermoplastic pavement markings or legends of the color specified, with an application of glass beads, at the locations indicated unless otherwise directed.

MATERIALS -

As specified in section 960.2

CONSTRUCTION

As specified in section 960.3 and according to the detail drawing provided in the contract for the "SLOW" legend. The "ADVANCE CURVE WARNING " legend detail typical is also provided in the contract.

MEASUREMENT AND PAVEMENT - EACH

00 - MILESTONES

Addendum:

Associated Item(s):

Header:

MILESTONES

Provision Body:

MILESTONES:

Project # 1 In Chester County SR 1005 – North Valley Road and Swedesford Road must be completed 4 months after the Notice To Proceed Date for this contract.

00 - Railroad Coordination Special Provision

Addendum:

Associated Item(s):

Header:

Railroad Coordination Special Provision

Provision Body:

If any work falls within 50 feet of a railroad grade crossing, an overpass, or underpass, contact District Railroad Coordinator at 610-205-6532. The Railroad Coordinator will make arrangements with the railroad company to gain access to railroad property.

Performance Bonds

Surety Company: Western Surety Company

Bonding Agency: USI MidAtlantic, Inc.

Producer: Jessica J Fischer/PennDOT BP-002377

Co-Insurer: No

Status: Accepted

Bond Number: 929542358

Bond Amount: \$554,451.65

NAIC: 13188

KNOW ALL MEN BY THESE PRESENTS, That we, *Road-Con, Inc. of 902 Camaro Run Drive , West Chester, PA 19380* 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 *\$554,451.65*, 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 19 day of November 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.

This project involves the installation of low-cost treatments and intersection improvements on state maintained roadway in Bucks, Chester, Delaware, Montgomery and Philadelphia counties.

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 | Albert D Hoffman/ PennDOT BP-000507 | Submit | 11/19/2012 08:08:53 AM |
| Producer Review | Jessica J Fischer/ PennDOT BP-002377 | Sign | 11/19/2012 09:14:19 AM |
| Contractor Review | Albert D Hoffman/ PennDOT BP-000507 | Sign | 11/19/2012 09:49:38 AM |
| BOD CMD Review | Roland L Rode/PennDOT | Accept | 11/19/2012 10:15:03 AM |

Payment Bonds

Surety Company: Western Surety Company

Bonding Agency: USI MidAtlantic, Inc.

Producer: Jessica J Fischer/PennDOT BP-002377

Co-Insurer: No

Status: Accepted

Bond Number: 929542358

Bond Amount: \$554,451.65

NAIC: 13188

KNOW ALL MEN BY THESE PRESENTS, That we, *Road-Con, Inc. of 902 Camaro Run Drive , West Chester, PA 19380* 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 *\$554,451.65*, 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 19 day of November 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.

This project involves the installation of low-cost treatments and intersection improvements on state maintained roadway in Bucks, Chester, Delaware, Montgomery and Philadelphia counties.

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 | Albert D Hoffman/ PennDOT BP-000507 | Submit | 11/19/2012 08:09:37 AM |
| Producer Review | Jessica J Fischer/ PennDOT BP-002377 | Sign | 11/19/2012 09:15:00 AM |
| Contractor Review | Albert D Hoffman/ PennDOT BP-000507 | Sign | 11/19/2012 09:49:20 AM |
| BOD CMD Review | Roland L Rode/PennDOT | Accept | 11/19/2012 10:14:48 AM |

Insurance

USI Insurance Services

630 West Germantown Pike
Ste 200
Plymouth Meeting, PA 19462

Company: Zurich American Insurance Company

Policy: GLO831157111

Expiration: 03/01/2013

MBE/WBE Commitments

MBE/WBE: 4% / 4%
Approved: 0.00% / 39.14%

Perform Less Than 50% of Work Items: Yes
MPL Evaluation: Yes

| Status | Business Partner | Business | % of Bid | Submitted | Acknowledged |
|---------------|-------------------------|-----------------|-----------------|------------------|---------------------|
| Approved | Guidemark, Inc. | Subcontractor | 39.14% | 11/13/2012 | 11/12/2012 |

Guidemark, Inc.

Prime

Contact: STEVE RUBINO
Phone: 610-429-8089
MBE/WBE: 4% / 4%

Status: Approved
Revision Number:

MBE/WBE

Business Partner: Guidemark, Inc.
Type: WBE
Contact: NANCY DOLINAR
Phone: 215-721-7100
DBE JVT%:
Certification: 11706
Cert. Expiration: 03/31/2014

Agreement Amount: \$217,023.65
% of Bid: 39.14
Mobilization: \$15,000.00
Starting: 12/17/2012
Completion: 12/17/2013
Business Type: Subcontractor

Items

| Item | Description | Unit of Measure | Quantity |
|-----------|---|-----------------|-------------|
| 9960-0800 | WHITE HOT THERMOPLASTIC LEGEND "SLOW", 8'-0" | EACH | 8.000 |
| 9960-0106 | WHITE HOT THERMOPLASTIC LEGEND, "RIGHT ARROW" 13'-6" X 6'-0" | EACH | 3.000 |
| 9960-0105 | WHITE HOT THERMOPLASTIC LEGEND, "LEFT ARROW" 13'-6" X 6'-0" | EACH | 3.000 |
| 9960-0030 | MILLED BITUMINOUS CENTER LINE RUMBLE STRIP | LF | 168,049.000 |
| 0966-0201 | SNOWPLOWABLE RAISED PAVEMENT MARKER, REFLECTOR REPLACEMENT, (TWO WAY Y/Y) | EACH | 75.000 |
| 0966-0018 | SNOWPLOWABLE RAISED PAVEMENT MARKER TWO WAY HOLDER WITH REFLECTOR (W/B) | EACH | 44.000 |
| 0966-0011 | SNOWPLOWABLE RAISED PAVEMENT MARKER TWO WAY HOLDER WITH REFLECTOR (Y/Y) | EACH | 311.000 |
| 0964-0002 | 4" YELLOW EPOXY PAVEMENT MARKINGS | LF | 102,987.000 |
| 0964-0001 | 4" WHITE EPOXY PAVEMENT MARKINGS | LF | 1,773.000 |
| 0963-0010 | PAVEMENT MARKING REMOVAL (LEGENDS AND SYMBOLS) | EACH | 2.000 |
| 0963-0010 | PAVEMENT MARKING REMOVAL (LEGENDS AND SYMBOLS) | EACH | 2.000 |
| 0963-0010 | PAVEMENT MARKING REMOVAL (LEGENDS AND SYMBOLS) | EACH | 2.000 |
| 0963-0001 | PAVEMENT MARKING REMOVAL | SF | 1,854.000 |
| 0963-0001 | PAVEMENT MARKING REMOVAL | SF | 1,854.000 |
| 0963-0001 | PAVEMENT MARKING REMOVAL | SF | 1,854.000 |
| 0962-1005 | 4" YELLOW WATERBORNE PAVEMENT MARKINGS | LF | 242,640.000 |
| 0960-0305 | WHITE HOT THERMOPLASTIC LEGEND, "5", 8' - 0" | EACH | 2.000 |
| 0960-0302 | WHITE HOT THERMOPLASTIC LEGEND, "2", 8' - 0" | EACH | 2.000 |
| 0960-0224 | WHITE HOT THERMOPLASTIC LEGEND, "LEFT ARROW", 12' - 0" X 3' - 0" | EACH | 1.000 |
| 0960-0222 | WHITE HOT THERMOPLASTIC LEGEND, "RIGHT ARROW", 12' - 0" X 3' - 0" | EACH | 1.000 |
| 0960-0113 | WHITE HOT THERMOPLASTIC LEGEND, "MPH", 8' - 0" | EACH | 2.000 |
| 0960-0102 | WHITE HOT THERMOPLASTIC LEGEND, "STOP", 8' - 0" | EACH | 2.000 |
| 0960-0101 | WHITE HOT THERMOPLASTIC LEGEND, "ONLY", 8' - 0" | EACH | 2.000 |
| 0960-0022 | 24" YELLOW HOT THERMOPLASTIC PAVEMENT MARKINGS | LF | 460.000 |
| 0960-0021 | 24" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS | LF | 303.000 |

| | | | |
|-----------|--|----|-----------|
| 0960-0005 | 6" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS | LF | 630.000 |
| 0660-0030 | BITUMINOUS SHOULDER RUMBLE STRIPS | LF | 3,620.000 |
| 0608-0001 | MOBILIZATION | LS | 1.000 |

Partial Items

None

Comment

None

Workflow

| Status | Name | Disposition | Date/Time |
|--------------------------|--------------------------------------|-------------|------------------------|
| Draft | Steve Rubino/PennDOT BP-000507 | Submit | 11/12/2012 11:18:32 AM |
| Awaiting Acknowledgement | Nancy E Dolinar/PennDOT BP-000759 | Acknowledge | 11/12/2012 11:36:16 AM |
| Acknowledged | Steve Rubino/PennDOT BP-000507 | Submit | 11/13/2012 11:14:37 AM |
| PennDOT Review | Delores A Ritzman/PennDOT | Approve | 11/13/2012 01:24:38 PM |

Plans

| Plans | Addendum |
|---------------------------|-----------------|
| None | |
| Supplemental Plans | |
| None | |

Attachments

Project-Specific Checklist Items

Addendum

| | |
|--|---|
| Project Specific - Low Cost Safety Improvements Summary Sheet | 2 |
| Project Specific - Bucks County Low Cost Safety Improvements Tab Sheet | 2 |
| Project Specific - Montgomery County Low Cost Safety Improvements Tab Sheet | 2 |
| Project Specific - Philadelphia County Low Cost Safety Improvements Tab Sheet | 2 |
| Project Specific - Bucks County SR 2061 Bustleton Pike Pavement Marking Plan | |
| Project Specific - Center Line Rumble Strip (CLRS), Typical | |
| Project Specific - Bucks County SR 0132 Street Road Pavement Marking Plan | |
| Project Specific - Bucks County Site Map | |
| Project Specific - Chester County Site Map | |
| Project Specific - Delaware County Site Map | |
| Project Specific - Montgomery County Site Map | |
| Project Specific - Philadelphia County Site Map | |
| Project Specific - Advance Curve Warning Marking Typical (ACWM) | |
| Project Specific - Stop Ahead Legend Typical | |
| Project Specific - Steel escalation option form | |
| Project Specific - Chester County SR 1002 Swedesford Road Flashing Warning Device Plan | |
| Project Specific - Delaware County SR 2006 Mcdade at Morton Ave Signal Plan | |
| Project Specific - Bucks County SR 2002 State Road Pavement Marking Plan | |
| Project Specific - 25 MPH Typical | |
| Project Specific - Chester County Low Cost Safety Improvements Tab Sheet | |
| Project Specific - Delaware County Low Cost Safety Improvements Tab Sheet | |
| Project Specific - Montgomery County SR 1020 Cross Road Pavement Marking Plan | |
| Project Specific - Montgomery County SR 1002 Bustard Road Pavement Marking Plan | |
| Project Specific - Montgomery County SR 0363 North Park Avenue Pavement Marking Plan | |
| Project Specific - Chester County SR 1005 North Valley Road Pavement Marking Plan | |
| Project Specific - Bucks County SR 2101 Street Road Pavement Marking Plan | |

Reviews

None

Contract Award Items

- State Wage Rate - DELAWARE CO WAGE RATES
- State Wage Rate - NOTES
- State Wage Rate - PHILADELPHIA CO WAGE RATES
- State Wage Rate - MONTGOMERY CO WAGE RATES
- State Wage Rate - BUCKS CO WAGE RATES

State Wage Rate - CHESTER CO WAGE RATES

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: