

ECMS Highway Construction

Contract: 81198

Pennsy Supply, Inc. 

Hummelstown

717-583-2120 Ext: 10 (phone)

estimating@pennsysupply.com

Prime Business Partner

Lebanon County

SR 1020, Section 005

Main Street

Location

P-70200307015-0880-326-2

P-80102007005-0880-326-2

P-80201907010-0880-326-2

WBS Element

June 19, 2008

Bid Opening

7-11-1918

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CONTRACT

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

Addendum No. 1, (A1), dated 06/09/2008

THIS AGREEMENT, Made this **11** day of **July** A.D. **2008**, between the Commonwealth of Pennsylvania by the Secretary of Transportation, hereinafter called the Commonwealth and **Pennsy Supply, Inc.** his, hers, its or their executors, administrators, successors, or assigns, hereinafter called the Contractor.

WITNESSETH:

1. That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the Commonwealth, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor in the improvement of a certain section of highway at the unit prices bid by said Contractor for the respective estimated quantities aggregating approximately the sum of **\$1,528,150.00** and such other items as are mentioned in the Contractor's original proposal, which proposal and prices named, together with Publication 408 - Specifications (as specified in the proposal), are made a part of this contract and accepted as such, also the drawings of the project, prepared and/or approved by the Department of Transportation, which drawings are also agreed by each party as being a part hereof.

2. The location and description being situated as follows:

This project consists of milling within curb areas, overlaying, line painting, and other miscellaneous items, all as indicated on the approved drawings included in the Bid Package for STATE ROUTE 1020, SECTION 005, in LEBANON COUNTY, BETHEL, SOUTH LEBANON, & MILLCREEK TOWNSHIPS and RICHLAND BOROUGH, from Segment 0094 Offset 1380 to Segment 0110 Offset 2065, a length of 4249.00 linear feet (0.80 mile). Also included are SR 2019-010 from Segment 0010 Offset 0000 to Segment 0070 Offset 0150, a length of 11,780.00 linear feet (2.23 miles), and SR 2003-015 from Segment 0010 Offset 0000 to Segment 0070 Offset 0150, a length of 15,704.00 linear feet (2.97 miles). Overall project length is 31,733.00 linear feet (6.01 miles).

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

4. The Contractor covenants and agrees that all work (including, but not limited to, all labor performed and all materials supplied) on this project shall be performed and completed to the satisfaction of the Chief Highway Engineer of the Department of Transportation on or before the expiration date of **11/14/2008**. If, for any reason, except as provided in the contract, the Contractor fails to complete all work on this project to the satisfaction of the Chief Highway Engineer within

the aforementioned time allowed, the Department shall deduct from any sums due or which may become due the Contractor the amount indicated in the Specifications for each calendar day used in excess of the aforementioned number 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 owners of such facilities to verify the location and position of all such facilities and the time within which work on such facilities will be performed; and that he is aware delays might be incurred in the performance of work on this project as a result of work being performed or that will be performed on such facilities by their owners. It is understood further that, notwithstanding assistance of any kind and extent that might be provided by the 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 prior consent in writing of the Secretary of Transportation.

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

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

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

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

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

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

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

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

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

Fiscal Information:

Recorded Number: 81198
Certified Fund Available Under Activity Program: 326
Symbol: 010-008-916- - 07-9
Amount: \$1,528,150.00

Contract Workflow Status

Status	Name	Disposition	Date/Time
Draft	Christina M Troutman/PennDOT	Award	06/25/2008 03:47 PM
Contractor Review	Jeffrey Sweigart/PennDOT BP-001088-Vice President	Sign	07/02/2008 08:59 AM
BOD CMD Review	Christina M Troutman/PennDOT	Accept	07/08/2008 03:29 PM
BOD Director Review	Brian D Hare/PennDOT	Sign	07/09/2008 02:56 PM

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Chief Counsel Preliminary Review	Jeffrey M Spotts/PennDOT	Accept	07/10/2008 02:46 PM
Chief Counsel Final Review	Michael H Kline/PennDOT	Accept	07/10/2008 05:34 PM
Comptroller Review	Brenda A Zorbaugh/PennDOT	Accept	07/11/2008 01:24 PM
CMD Execute	Becki G Mescher-Vuxta/PennDOT	Submit	07/11/2008 06:39 PM

Addenda

Addendum 1

Description:

This project consists of milling within curb areas, overlaying, line painting, and other miscellaneous items, all as indicated on the approved drawings included in the Bid Package for STATE ROUTE 1020, SECTION 005, in LEBANON COUNTY, BETHEL, SOUTH LEBANON, & MILLCREEK TOWNSHIPS and RICHLAND BOROUGH, from Segment 0094 Offset 1380 to Segment 0110 Offset 2065, a length of 4249.00 linear feet (0.80 mile). Also included are SR 2019-010 from Segment 0010 Offset 0000 to Segment 0070 Offset 0150, a length of 11,780.00 linear feet (2.23 miles), and SR 2003-015 from Segment 0010 Offset 0000 to Segment 0070 Offset 0150, a length of 15,704.00 linear feet (2.97 miles). Overall project length is 31,733.00 linear feet (6.01 miles).

Estimated Project: \$1,534,322.66
Federal Project Status: Non - Federal (100% State)
MBE/WBE: 2% / 2%
Structure Work: 0.41%
Wage Rates: Yes
Project Type: Standard
State Type of Work: RESURFACING/OVERLAYS
Prequalification Required: Yes
Pre-Bid Meeting: None
Scheduled Let: 06/19/2008 11:00 AM
New Let:
Anticipated NTP: 08/04/2008
Required Completion: 11/14/2008

Additional Information

None

Item and Quantity

None

Special Provision

ADD the special provision entitled "Price Adjustment for Steel Cost Fluctuations".

Other

ADD the attachment entitled "Steel Escalation Option".
REVISE the attachment entitled "State Wage Rate - Wages Only".
REVISE the attachment entitled "State Wage Rate - Notes Only".

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BID ITEMS

Item	Description	Quantity	Unit Price	Item Total	Addendum
0201-0001	CLEARING AND GRUBBING	1.000	\$15,000.00	\$15,000.00	
0204-0010	CLEANING EXISTING DITCHES	30.000	\$30.00	\$900.00	
0205-0281	SELECTED BORROW EXCAVATION, COARSE AGGREGATE, NO. 1	60.000	\$60.00	\$3,600.00	
0316-0428	SUPERPAVE ASPHALT MIXTURE DESIGN, FLEXIBLE BASE REPLACEMENT, PG 64-22, 0.3 TO < 3 MILLION ESALS, 25.0 MM MIX, 7" DEPTH	400.000	\$46.00	\$18,400.00	
0316-0436	SUPERPAVE ASPHALT MIXTURE DESIGN, FLEXIBLE BASE REPLACEMENT, PG 64-22, 0.3 TO < 3 MILLION ESALS, 25.0 MM MIX, 12" DEPTH	945.000	\$65.00	\$61,425.00	
0409-0495	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64-22, 0.3 TO < 3 MILLION ESALS, 9.5 MM MIX, SRL-L	20.000	\$100.00	\$2,000.00	
0409-1495	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE (LEVELING), PG 64-22, 0.3 TO < 3 MILLION ESALS, 9.5 MM MIX, SRL-L	6,575.000	\$63.00	\$414,225.00	
0409-4452	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, RPS, PG 64-22, 0.3 TO < 3 MILLION ESALS, 12.5 MM MIX, 2" DEPTH, SRL-H	15,730.000	\$9.40	\$147,862.00	
0409-4482	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, RPS, PG 64-22, 0.3 TO < 3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-H	63,050.000	\$5.65	\$356,232.50	
0409-4483	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, RPS, PG 64-22, 0.3 TO < 3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-G	40,005.000	\$5.85	\$234,029.25	

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0460-0002	BITUMINOUS TACK COAT	17,750.000	\$1.40	\$24,850.00
0491-0064	MILLING OF BITUMINOUS PAVEMENT SURFACE, 2" DEPTH	115.000	\$6.70	\$770.50
0491-0065	MILLING OF BITUMINOUS PAVEMENT SURFACE, 2 1/2" DEPTH	15,860.000	\$2.20	\$34,892.00
0491-0070	MILLING OF BITUMINOUS PAVEMENT SURFACE, VARIABLE DEPTH	3,080.000	\$2.80	\$8,624.00
0605-2180	TYPE S INLET	8.000	\$2,000.00	\$16,000.00
0608-0001	MOBILIZATION	1.000	\$57,000.00	\$57,000.00
0680-0120	MEMBRANE WATERPROOFING SYSTEM INSTALLED ON BRIDGE DECK	115.000	\$23.00	\$2,645.00
0686-0040	CONSTRUCTION SURVEYING, TYPE C	1.000	\$3,000.00	\$3,000.00
0689-0001	NARRATIVE SCHEDULE	1.000	\$1,000.00	\$1,000.00
0802-0001	TOPSOIL FURNISHED AND PLACED	1,370.000	\$20.00	\$27,400.00
4804-0011	SEEDING AND SOIL SUPPLEMENTS - FORMULA B (MODIFIED)	235.000	\$17.25	\$4,053.75
0845-0001	UNFORESEEN WATER POLLUTION CONTROL	3,000.000	\$1.00	\$3,000.00
0850-0021	ROCK, CLASS R-3	20.000	\$70.00	\$1,400.00
0901-0001	MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION	1.000	\$12,500.00	\$12,500.00
0901-0320	4" STANDARD PAVEMENT MARKINGS, PAINT & BEADS, YELLOW	244,000.000	\$0.08	\$19,520.00
0901-0330	4" STANDARD PAVEMENT MARKINGS, PAINT & BEADS, WHITE	65,700.000	\$0.09	\$5,913.00

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Item	Description	Quantity	Unit Price	Item Total	Attachment
0960-0008	8" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS	37,000	\$10.00	\$370.00	
0960-0021	24" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS	250,000	\$16.00	\$4,000.00	
0960-0222	WHITE HOT THERMOPLASTIC LEGEND, "RIGHT ARROW", 12' - 0" X 3' - 0"	2,000	\$330.00	\$660.00	
0960-0404	WHITE HOT THERMOPLASTIC LEGEND, "D", 8' - 0"	1,000	\$88.00	\$88.00	
0960-0405	WHITE HOT THERMOPLASTIC LEGEND, "E", 8' - 0"	1,000	\$88.00	\$88.00	
0960-0409	WHITE HOT THERMOPLASTIC LEGEND, "I", 8' - 0"	1,000	\$88.00	\$88.00	
0960-0412	WHITE HOT THERMOPLASTIC LEGEND, "L", 8' - 0"	1,000	\$88.00	\$88.00	
0960-0425	WHITE HOT THERMOPLASTIC LEGEND, "Y", 8' - 0"	1,000	\$88.00	\$88.00	
0962-1000	4" WHITE WATERBORNE PAVEMENT MARKINGS	65,700,000	\$0.09	\$5,913.00	
0962-1001	6" WHITE WATERBORNE PAVEMENT MARKINGS	500,000	\$0.16	\$80.00	
0962-1005	4" YELLOW WATERBORNE PAVEMENT MARKINGS	78,000,000	\$0.09	\$7,020.00	
0971-0001	REMOVE POST MOUNTED SIGNS, TYPE B	6,000	\$100.00	\$600.00	
5040-0001	CONCRETE BRIDGE DECK REPAIR, TYPE 1 (MODIFIED)	50,000	\$200.00	\$10,000.00	
9316-9112	SUPERPAVE ASPHALT MIXTURE DESIGN, RIGID BASE REPLACEMENT, PG 64-22, 0.3 TO < 3 MILLION ESALS, 25.0 MM MIX, 12" DEPTH	100,000	\$120.00	\$12,000.00	
9605-0001	BICYCLE SAFE GRATE	1,000	\$325.00	\$325.00	
9607-0016	REBUILT INLET INCLUDE BICYCLE SAFE GRATE	5,000	\$2,100.00	\$10,500.00	

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Contract Total: \$1,528,150.00

Bid Total: \$1,528,150.00

SPECIAL PROVISIONS

G2A - a00002 PUBLIC BID OPENING LOCATION

Addendum : None

Associated Item(s): None

Header:
PUBLIC BID OPENING LOCATION

Provision Body:

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

G6C - a00006 PURCHASABLE ITEMS

Addendum : None

Associated Item(s): None

Header:
PURCHASABLE ITEMS

Provision Body:

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

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

G101A - a00101 GOVERNING SPECIFICATIONS AND APPLICABLE DESIGNATED SPECIAL PROVISIONS

Addendum : None

Associated Item(s): None

Header:
GOVERNING SPECIFICATIONS AND APPLICABLE DESIGNATED SPECIAL PROVISIONS

Provision Body:

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

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

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

DSP1. Offset Provision for Commonwealth Contracts.

DSP2. Contractor Responsibility Provisions.

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

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

MBE WBE

2% 2%

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

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

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

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

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

DSP10. Nondiscrimination/Sexual Harassment Clause.

DSP11. Contractor Integrity Provisions.

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

G401A - a00401 ADVANCE NOTICE OF TRAFFIC RESTRICTIONS

Addendum : None

Associated Item(s): None

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.

G901A - a00901 ALTERNATE EROSION AND SEDIMENTATION CONTROL PLAN

Addendum : None

Associated Item(s): None

Header:

ALTERNATE EROSION AND SEDIMENTATION CONTROL PLAN

Provision Body:

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

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

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

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

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

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

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

G1101A - a01101 CONSTRUCTION PROCEDURES - EROSION AND SEDIMENTATION CONTROL

Addendum : None

Associated Item(s): None

Header:

CONSTRUCTION PROCEDURES - EROSION AND SEDIMENTATION CONTROL

Provision Body:

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

- (a) Conduct all operations as specified in the erosion and sedimentation control plan and in such a manner to minimize turbidity in streams. Do not discharge water containing sediments or pollutants into the streams.
- (b) Direct flowing water away from project construction areas.
- (c) Limit movement of equipment through the streambed in accordance with the approved plan so as to prevent unnecessary siltation or disturbance. Permit equipment to cross flowing channels only on rock roadways and/or bridges to prevent constant turbulence and siltation.
Construct rock crossings, causeways or cofferdams with rock having a minimum size of 75 mm (3 inches) or larger as directed; also, the surface may be choked with stone aggregate having a minimum size of 9.5 mm (3/8-inch). Do not use earth or other materials which may cause sedimentation, for any crossings, causeways or cofferdams.
- (d) Seed and/or stabilize all stream banks immediately upon completion of grading.
- (e) Seed all cut and fill slopes when they have reached a vertical height of 4.5 m (15 feet). On areas where permanent seeding will not be performed within a period of 20 days after the excavation or embankment operations have been completed place temporary seeding (annual Ryegrass) and mulching on all soil areas.
- (f) Control the entire grading area at all times during construction by placing the erosion and sedimentation control devices that can be installed prior to disturbing the earth and the stabilization devices as soon as the required earthwork has been performed.
- (g) For any excavation material stockpiled more than 20 days, take interim stabilization measures to minimize erosion of the stockpile slopes.
- (h) Clean the sedimentation structures during construction as specified in Section 861. Dispose of silt fencing and sediment removed from the project, as directed.
- (i) Separate all water originating outside of the project from that originating within.
- (j) During the life of the contract, be responsible for the maintenance of all erosion and sedimentation control devices.
- (k) Seed all borrow and waste areas in accordance with the approved plans and with item (e) above.

G1401A - a01401 EQUAL EMPLOYMENT OPPORTUNITY WITH PREQUALIFICATION

Addendum : None

Associated Item(s): None

Header:

EQUAL EMPLOYMENT OPPORTUNITY WITH PREQUALIFICATION.

Provision Body:

- I. The Contractor's Prequalification Statement together with any approved revisions or amendments will constitute an approved Affirmative Action Program and is hereby incorporated in this contract by reference.
- II. Insert all advertisements for employees in connection with this contract in newspapers having a large circulation in the area of the construction work among minority groups. Include, but do not limit to, such newspapers as listed below:
Philadelphia Afro-American, 427 S. Broad St., Philadelphia, PA 19147
Philadelphia Tribune, 522 S. 16th St., Philadelphia, PA 19146
Pittsburgh Courier, 315 E. Carson St., Pittsburgh, PA 15219
- III. Conduct and direct systematic recruitment of employees in connection with this contract through public and private employee referral sources likely to yield qualified minority group applicants, including but not limited to the schools, colleges, and minority group organizations listed below:
Cheyney University, Chester & Creek Roads, Cheyney, PA 19319
Lincoln University, Oxford, PA 19352
California University, California, PA 15419
West Chester University, West Chester, PA
NAACP, Labor and Industry Committees

Community Action Centers
O.I.C. Technical and Vocational Schools
Black Community Centers
Black Ministers
CORE

00 a02901 MITIGATION MEASURES

Addendum : None

Associated Item(s): None

Header:
MITIGATION MEASURES

Provision Body:

The following locations contain sensitive environmental resources that must be avoided during construction:

1. SR 2003 - The Lebanon Veterans Administration Medical Center located on the west side of SR 2003 between Klein Avenue and Evergreen Road has been determined eligible for the National Register of Historic Places. Do not borrow, waste, stockpile, or stage equipment or materials on this property.
2. SR 2019 - There are potential wetlands located at the structure carrying SR 2019 over Mill Creek in the village of Sheridan. All work should be completed within the graded roadway and shoulders at this location.

If these resources cannot be avoided, contact Sharon Okin, District 8-0 Environmental Manager, at (717) 787-4796.

G60A - a03001 NIGHT SHIFT

Addendum : None

Associated Item(s): None

Header:
NIGHT SHIFT

Provision Body:

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

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

G3401A a03401 PREVAILING WAGE ACT

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Addendum : None

Associated Item(s): None

Header:
PREVAILING WAGE ACT

Provision Body:

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

G3501B - a03501 RECIPROCAL LIMITATIONS ACT REQUIREMENTS FOR CONSTRUCTION

Addendum : None

Associated Item(s): None

Header:
RECIPROCAL LIMITATIONS ACT REQUIREMENTS FOR CONSTRUCTION

Provision Body:

I. REQUIREMENTS AND DISCRIMINATING STATES -

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

STATE PREFERENCE

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

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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.

G4301C, a04301 UTILITIES--THE REQUIREMENT TO LIST INFORMATION

Addendum : None

Associated Item(s): None

Header:
UTILITIES--THE REQUIREMENT TO LIST INFORMATION

Provision Body:

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

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

III. Specifics:

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

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

(c) CONCURRENT: Simultaneous with, but not restricting, operations. Number of calendar days required.

(d) COORDINATED: Phasing with specific construction operations. Number of calendar days required AFTER COMPLETION OF SPECIFIC CONSTRUCTION OPERATIONS.

(e) NOT AFFECTED: Identifies UTILITY with facilities in the construction area not anticipated to be affected. Specific information may be provided by the UTILITY.

(f) INCORPORATED: Utility relocation work to be incorporated into the prime highway construction contract.

(g) CONDITIONAL RESTRICTIONS AND TIME REQUIREMENTS: Identify conditions affecting the utility's ability to

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perform work, i. e. : certain times of the day, week or year that a facility can not be shut down, acquisition of Right-of-Way by the state, demolition of buildings, relocation of buildings, relocation of other utilities, etc. show number of calendar days.

BETHEL TOWNSHIP

Contact: Scott Lutz, telephone 717-865-0774

COORDINATED CALENDAR DAYS: 1

NOT AFFECTED -(U/G)- SR 2003, Station 00+00 to Station 192+06.

COORDINATED -(U/G)- SR 1020, Station 25+30 to Station 69+29 RT/LT: Contractor to establish final roadway grade. The utility will replace and adjust one (1) sanitary sewer manhole riser to final grade. One (1) calendar day required. Prevent bituminous material from sealing manhole cover. Contact utility fifteen (15) calendar days prior to start of operations.

NOT AFFECTED -(U/G)- SR 2019, Station 10+00 to Station 127+80.

COMCAST CABLE COMMUNICATIONS, INC.

Contact: Jack Tobias, telephone 717-202-8111

NOT AFFECTED -(Aerial)- SR 2003, Station 00+00 to Station 192+06.

NOT AFFECTED -(Aerial)- SR 1020, Station 25+30 to Station 69+29.

NOT AFFECTED -(Aerial)- SR 2019, Station 10+00 to Station 127+80.

METROPOLITAN EDISON COMPANY

Contact: Dona Ritchey, telephone 610-921-6580

NOT AFFECTED -(Aerial)- SR 2003, Station 00+00 to Station 192+06.

NOT AFFECTED -(Aerial)- SR 1020, Station 25+30 to Station 69+29.

NOT AFFECTED -(Aerial)- SR 2019, Station 10+00 to Station 127+80.

PPL ELECTRIC UTILITIES CORPORATION

Contact: Kim Flowers, telephone 610-774-6287

NOT AFFECTED -(Aerial)- SR 2003, Station 00+00 to Station 192+06.

NOT AFFECTED -(Aerial)- SR 1020, Station 25+30 to Station 69+29.

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NOT AFFECTED -(Aerial)- SR 2019, Station 10+00 to Station 127+80.

UGI UTILITIES INCORPORATED

Contact: David J. Dean, telephone 717-255-4346

COORDINATED CALENDAR DAYS: 3

COORDINATED -(U/G)- SR 2003, Station 00+00 to Station 192+06 LT/RT: Contractor to establish final roadway grade. The utility will vertically adjust gas valve boxes to final grade. One (1) calendar day required. Prevent bituminous material from sealing valve box covers. Contact utility fifteen (15) calendar days prior to start of operations.

COORDINATED -(U/G)- SR 1020, Station 25+30 to Station 69+29 LT/RT: Contractor to establish final roadway grade. The utility will vertically adjust gas valve boxes to final grade. One (1) calendar day required. Prevent bituminous material from sealing valve box covers. Contact utility fifteen (15) calendar days prior to start of operations.

COORDINATED -(U/G)- SR 2019, Station 10+00 to Station 127+80 LT/RT: Contractor to establish final roadway grade. The utility will vertically adjust gas valve boxes to final grade. One (1) calendar day required. Prevent bituminous material from sealing valve box covers. Contact utility fifteen (15) calendar days prior to start of operations.

LEBANON CITY

Contact: Joe Horst, telephone 717-272-2841

COORDINATED CALENDAR DAYS: 5

COORDINATED -(U/G)- SR 2003, Station 00+00 to Station 192+06 LT/RT: Contractor to establish final roadway grade. The utility will vertically adjust eighteen (18) water valves and one (1) sanitary sewer manhole to final grade. Five (5) calendar days required. Prevent bituminous material from sealing valve box and manhole covers. Contact utility fifteen (15) calendar days prior to start of operations.

NOT AFFECTED -(U/G)- SR 1020, Station 25+30 to Station 69+29.

NOT AFFECTED -(U/G)- SR 2019, Station 10+00 to Station 127+80.

MILLCREEK-RICHLAND JOINT SEWER AUTHORITY

Contact: Henry Ebelry, telephone 717-866-5938

COORDINATED CALENDAR DAYS: 3

NOT AFFECTED -(U/G)- SR 2003, Station 00+00 to Station 192+06.

NOT AFFECTED -(U/G)- SR 1020, Station 25+30 to Station 69+29.

COORDINATED -(U/G)- SR 2019, Station 10+00 to Station 127+80: Contractor to establish final roadway grade. The utility will vertically adjust sanitary sewer manhole frames and covers to final grade. Three (3) calendar days required.

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Prevent bituminous material from sealing manhole covers. Contact utility fifteen (15) calendar days prior to start of operations.

RICHLAND BOROUGH

Contact: Dwight Belleman, telephone 717-866-5601 (Office) 717-821-5977 (Mobile)

COORDINATED CALENDAR DAYS:3

NOT AFFECTED -(U/G)- SR 2003, Station 00+00 to Station 192+06.

NOT AFFECTED -(U/G)- SR 1020, Station 25+30 to Station 69+29.

COORDINATED -(U/G)- SR 2019, Station 10+00 to Station 127+80: Contractor to establish final roadway grade. The utility will vertically adjust water valve boxes to final grade. Three (3) calendar days required. Prevent bituminous material from sealing valve box covers. Contact utility fifteen (15) calendar days prior to start of operations.

SOUTH LEBANON TOWNSHIP

Contact: Ron Johnson, telephone 717-821-8939

COORDINATED CALENDAR DAYS: 5

COORDINATED -(U/G)- SR 2003, Station 00+00 to Station 192+06: Contractor to establish final roadway grade. The utility will vertically adjust eight (8) sanitary sewer manhole frames and covers to final grade. Five (5) calendar day required. Prevent bituminous material from sealing manhole covers. Contact utility fifteen (15) calendar days prior to start of operations.

NOT AFFECTED -(U/G)- SR 1020, Station 25+30 to Station 69+29.

NOT AFFECTED -(U/G)- SR 2019, Station 10+00 to Station 127+80.

VERIZON NORTH, INC.

Contact: Shawn Watson, telephone 717-866-7386

NOT AFFECTED -(Aerial)- SR 2003, Station 00+00 to Station 192+06

NOT AFFECTED -(Aerial)- SR 1020, Station 25+30 to Station 69+29

NOT AFFECTED -(Aerial)- SR 2019, Station 10+00 to Station 127+80

WOMELSDORF-ROBESONIA JOINT WATER AUTHORITY

Contact: Glenn Eberly, telephone 610-589-2740

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(SEE NEWMANSTOWN WATER AUTHORITY)

NOT AFFECTED -(U/G)- SR 2003, Station 00+00 to Station 192+06.

NOT AFFECTED -(U/G)- SR 1020, Station 25+30 to Station 69+29.

NOT AFFECTED -(U/G)- SR 2019, Station 10+00 to Station 127+80.

NEWMANSTOWN WATER AUTHORITY

Contact: Glenn Eberly, telephone 610-589-2740

COORDINATED CALENDAR DAYS: 1

COORDINATED -(U/G)- SR 2003, Station 00+00 to Station 192+06: Contractor to establish final roadway grade. The utility will vertically adjust fourteen (14) water valve boxes to final grade. One (1) calendar day required. Prevent bituminous material from sealing valve box covers. Contact utility fifteen (15) calendar days prior to start of operations.

NOT AFFECTED -(U/G)- SR 1020, Station 25+30 to Station 69+29.

NOT AFFECTED -(U/G)- SR 2019, Station 10+00 to Station 127+80.

SUNOCO PIPELINE LP

Contact: Jo Marie Jenkins, telephone 610-670-3256

NOT AFFECTED -(U/G)- SR 2003, Station 00+00 to Station 192+06.

NOT AFFECTED -(U/G)- SR 1020, Station 25+30 to Station 69+29.

NOT AFFECTED -(U/G)- SR 2019, Station 10+00 to Station 127+80.

G4801B - a04801 PRICE ADJUSTMENT FOR DIESEL FUEL COST FLUCTUATIONS

Addendum : None

Associated Item(s): None

Header:

PRICE ADJUSTMENT FOR DIESEL FUEL COST FLUCTUATIONS

Provision Body:

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

(a) General. These price adjustment provisions apply to contract items in the contract schedule of prices as grouped

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by category. Category descriptions and the fuel usage factors which are applicable to each are as follows:

1. Categories 1.a Category A: Earthwork. Contract items performed under Sections 203, 204, and 205, including any modified standard or nonstandard item where the character of the work to be performed is considered earthwork. The total of the applicable item plan quantities must exceed 38,250 m³ (50,000 CY).

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

1.c Category C: Flexible Bases and Pavements. Contract items constructed under Sections 305, 309, 360, 409, 420, 421, 422, 423, 424, 430, 431, 439, 440, 470, 471, 472, 480, 481, 651, 653, 654, 656 and 657, including any modified standard or nonstandard item where the character of the work to be performed is considered construction of a flexible base or pavement. The total of the applicable item plan quantities must exceed 4,535 tonnes (5,000 tons).

1.d Category D: Rigid Bases and Pavements. Contract items constructed under Sections 301, 302, 303, 501, 502, 505, 506, and 658, including any modified standard or nonstandard item where the character of the work to be performed is considered construction of a rigid base or pavement. The total of the applicable item plan quantities must exceed 8,350 m² (10,000 SY).

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

2. Diesel Fuel Usage Factors - METRIC UNITS

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

3. Diesel Fuel Usage Factors - ENGLISH UNITS

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

4. Quantity Conversion Factors - METRIC UNITS

Category Conversion Factor

B m² to tonne 2 kg/mm of depth/m² C m² to tonne 2.5 kg/mm of depth/m² D m² to m³ mm of depth/1000

5. Quantity Conversion Factors - ENGLISH UNITS

Category Conversion Factor

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

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

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

PRICE INDEX (FB) FOR DIESEL FUEL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project Specific Details

1. The per gallon cost as referenced in Para II. is: \$3.51 per gallon.

G4901A - a04901 PRICE INDEX FOR ASPHALT CEMENT

Addendum : None

Associated Item(s): None

Header:
PRICE INDEX FOR ASPHALT CEMENT

Provision Body:

The price index for asphalt cement (PG 64-22), as determined by the Department is \$442.00 per ton. Use this price index in accordance with Section 110.04 PRICE ADJUSTMENT OF BITUMINOUS MATERIALS.

G4902A - a04902 PRICE ADJUSTMENT FOR STEEL COST FLUCTUATIONS

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Addendum : 1

Associated Item(s): None

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 a specific project, 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 no later than 3:00 pm prevailing local time on the seventh calendar day 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 no later than 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. No further opportunity to elect steel escalation for the project 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 no later than 3:00 pm prevailing local time on the seventh calendar day 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 by the mill providing necessary raw steel materials.

Steel material will be considered invoiced as of the date when an invoice from a steel mill is sent to the Contractor or to a subcontractor, fabricator, manufacturer, or supplier. 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). 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. 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. 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. 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: 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. Steel Tonnage (ST) = $(UW) (Q) / 2000$

where:

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

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

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

4.c.2 Cast-in-Place Concrete Piles. Steel Tonnage (ST) = $2.80 (D) (Q) / 2000$

where:

D = Diameter of the steel shell (inches)*

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

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

4.c.3 Pipe Piles. Steel Tonnage (ST) = $6.70 (D) (Q) / 2000$

where:

D = Diameter of the steel pipe (inches)*

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

* From the approved structure Plans or field measurements.

4.d Steel Sign Structure. For applicable steel sign structures constructed under a separate contract item, the equivalent tonnage is computed as follows: Steel Tonnage (ST) = $(Q) / 2000$

where:

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

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

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

G110A - a05201 START OF WORK

Addendum : None

Associated Item(s): None

Header:
START OF WORK

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

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

Addendum : None

Associated Item(s): None

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

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

504.2 MATERIAL- Class AA Cement Concrete-Section 704
High Early Strength Cement Concrete-Section 704
Reinforcement Bars-Section 709.1
Asphalt Cement, PG 64-22-Section 702
Subbase-Section 350.2
Bituminous Concrete Base Course-Section 305.2
Superpave Asphalt Mixture Design, HMA Base Course-Section 309.2 and as follows: PG 64-22, 3 to <10 million ESALs, or as indicated or directed.
Polyethylene Sheeting-Section 505.2
Section 504.3 CONSTRUCTION. Revise to read as follows:

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

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

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

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

505.2 MATERIAL-

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

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

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

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

505.4 MEASUREMENT AND PAYMENT-

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

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

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

692.2 MATERIAL-

- Bituminous Concrete Base Course-Section 305.2
- Superpave Asphalt Mixture Design, HMA Base Course-Section 504.2
- Asphalt Cement, PG 64-22-Section 702 Section 692.3 CONSTRUCTION. Revise to read as follows:

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

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

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

- (i) **Other Material.**

ECMS Highway Construction Contract 81198

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

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

G7015A - a07015 CHANGES TO SPECIFICATIONS: SECTION 110

Addendum : None

Associated Item(s): None

Header:
CHANGES TO SPECIFICATIONS: SECTION 110

Provision Body:

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

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

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

Where:

A = Surface Area (square meters)

D = Design Depth (millimeters)

d = Design Density* (kilograms per cubic meter)

Bitumen Tonnage in Bituminous Mixture

Bituminous mixture = Tonnage Placed x Percent Bitumen**

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

Where:

A = Surface Area (square yards)

D = Design Depth (inches)

d = Design Density* (pounds per cubic feet)

Bitumen Tonnage in Bituminous Mixture

Bituminous Mixture = Tonnage Placed x Percent Bitumen**

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

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

G7016A - a07016 CHANGES TO SPECIFICATIONS: SECTIONS 689, 705, 901, AND 1087

Addendum : None

Associated Item(s): None

Header:

CHANGES TO SPECIFICATIONS: SECTIONS 689, 705, 901, AND 1087

Provision Body:

SECTION 689-Construction Scheduling Section 689.3(a) Narrative Schedule. Revise to read as follows:

(a) Narrative Schedule. Base the initial Narrative Schedule on the anticipated Notice to Proceed Date in the proposal. Submit the Narrative Schedule within 30 calendar days after the actual Notice to Proceed Date. The District Executive, after consultation with the Contractor, may elect not to release current estimate payments until the Narrative Schedule is submitted and accepted.

If the actual Notice to Proceed is issued after the anticipated Notice to Proceed Date in the proposal, submit a Narrative Schedule based on the actual Notice to Proceed Date within 40 calendar days after the actual Notice to Proceed Date. The Narrative Schedule based on the actual Notice to Proceed Date will not be considered without prior or concurrent submission of the Narrative Schedule based on the anticipated Notice to Proceed Date in the proposal.

The Representative will review and respond to the detailed Narrative Schedule and supporting documentation within 10 calendar days of receipt.

Include, as a minimum, the following in the initial Narrative Schedule and in all Schedule revisions: Activity description; Duration of activity, in working days; and Start and finish calendar dates of activities.

In addition, submit a workday calendar showing work days and non-work days, number of shifts per day, and number of hours per shift.

Provide enough activities to demonstrate the necessary interdependencies. Use the above information to complete a narrative description of the construction schedule.

If the Narrative Schedule is not received within 40 calendar days after the actual Notice to Proceed Date, the Contractor will be required to attend a scheduling workshop in order to prepare an acceptable Narrative Schedule. The District Executive, after consultation with the Contractor, may elect not to release current estimate payments until the scheduling workshop has been completed. Section 689.3(b)2. Bid Preparation Schedule. Revise to read as follows:

2. Bid Preparation Schedule. Submit the schedule used to prepare the contract bid within 30 calendar days after the actual Notice to Proceed Date. As a minimum, this schedule should be a written report that includes the scheduling concepts and logic that were used in sequencing work activities in order to prepare the contract bid, a workday calendar that identifies work days and non-work days, the number of shifts per day, and the number of hours per shift. In lieu of the Bid Preparation Schedule, the Contractor may submit the Network Schedule specified in Section 689.3(b)3 within 30 calendar days after the actual Notice to Proceed Date. The District Executive, after consultation with the Contractor, may elect not to release current estimate payments until the Bid Preparation Schedule or Network Schedule is submitted and accepted. Section 689.3(b)3. Network Schedule. Revise to read as follows:

3. Network Schedule. Base the initial Network Schedule on the anticipated Notice to Proceed Date in the proposal. Submit the Network Schedule, including the prints and tabular reports specified herein, within 60 calendar days after the actual Notice to Proceed Date.

If the actual Notice to Proceed is issued after the anticipated Notice to Proceed Date in the proposal, submit a Network Schedule based on the actual Notice to Proceed Date within 60 calendar days after the actual Notice to Proceed Date. The Network Schedule based on the actual Notice to Proceed Date will not be considered without prior or concurrent submission of the Network Schedule based on the anticipated Notice to Proceed Date in the proposal.

Submit a Network diagram that shows the logical interrelationships of activities and activity durations, in a legible, easy to understand, hand-drawn or computer plotted format. Include three sets of standard ANSI D size, 863.3 mm x 558.8 mm (34-inch by 22-inch) prints with all network diagram submissions.

The Representative will review and respond to the detailed Network Schedule and supporting documentation within 10 calendar days of receipt.

Include, as a minimum, the following in the initial Network Schedule and in all Schedule revisions: Activity number; Activity description; Duration of activity, in working days; Earliest start date of each activity, by calendar date and by work day; Earliest finish date of each activity, by calendar date and by work day; Latest start date of each activity, by calendar date and by work day; Latest finish date of each activity, by calendar date and by work day; and Activity float.

In addition, submit a workday calendar showing work days and non-work days, the number of shifts per day, and the number of hours per shift; and a cash flow projection for the project in the form of a general, month by month distribution. Monthly cash flow amounts need not be broken down by activity. If subsequent Schedule revisions result in changes to the initial workday calendar and/or the projected cash flow, resubmit revised versions of these documents with the Schedule revision.

Use a specific activity number to describe each activity throughout the duration of the project. Keep activities with duration times in excess of 15 working days to a minimum. Provide enough activities to demonstrate the necessary interdependencies. Limit the fineness of detail, where possible, to a minimum, 5-day activity duration.

Submit the Network Schedule in the Activity-On-Arrow format or, as an alternative, the Activity-On-Node format as follows:

3.a Activity-On-Arrow. The J-number is always higher than the I-number. Do not use alpha numeric character combinations.

I-J pairs must be unique.

Make the I-number of the successor activity identical to the J-number of the predecessor activity.

Show all network dummies; type as (Dummy).

3.b Activity-On-Node. Make all relationships finish to start relationships.

Identify a single start activity and a single finish activity.

Incorporate lag/lead times as a separate activity.

Furnish a successor-predecessor report with all submittals.

If the Network Schedule is not received within 60 calendar days after the actual Notice to Proceed Date, the Contractor will be required to attend a scheduling workshop in order to prepare an acceptable Network Schedule. The District Executive, after consultation with the Contractor, may elect not to release current estimate payments until the scheduling workshop has been completed. Section 696.3(c)2 Preparation Bid Schedule. Revise to read as follows:

2. Bid Preparation Schedule. Submit the schedule used to prepare the contract bid within 30 calendar days after the actual Notice to Proceed Date. As a minimum, this schedule should be a written report that includes the scheduling concepts and logic that was used in sequencing work activities in order to prepare the contract bid, a workday calendar that identifies work days and non-work days, the number of shifts per day, and the number of hours per shift. In lieu of the

Bid Preparation Schedule, the Contractor may submit the CPM Schedule specified in Section 689.3(c)3 within 30 calendar days after the actual Notice to Proceed Date. The District Executive, after consultation with the Contractor, may elect not to release current estimate payments until the Bid Preparation Schedule or CPM Schedule is submitted and accepted. Section 696.3(c)3 CPM Schedule. Revise to read as follows:

3. CPM Schedule. Base the initial CPM Schedule on the anticipated Notice to Proceed Date in the proposal. Submit the CPM Schedule, including the prints and tabular reports specified herein, within 60 calendar days after the actual Notice to Proceed Date.

If the actual Notice to Proceed is issued after the anticipated Notice to Proceed Date in the proposal, submit a CPM Schedule based on the actual Notice to Proceed Date within 60 calendar days after the actual Notice to Proceed Date. The CPM Schedule based on the actual Notice to Proceed Date will not be considered without prior or concurrent submission of the CPM Schedule based on the anticipated Notice to Proceed Date in the proposal.

Submit a network diagram that shows the logical interrelationships of activities and activity durations, in a legible, easy to understand, hand-drawn or computer plotted format. Include three sets of standard ANSI D size, 863.3 mm x 558.8 mm (34-inch by 22-inch) prints with all network diagram submissions.

The Representative will review and respond to the detailed CPM Schedule and supporting documentation within 10 calendar days of receipt.

Include, as a minimum, the following in the initial CPM Schedule and in all Schedule revisions: Activity number;
Activity description;
Duration of activity, in working days;
Earliest start date of each activity, by calendar date and by work day;
Earliest finish date of each activity, by calendar date and by work day;
Latest start date of each activity, by calendar date and by work day;
Latest finish date of each activity, by calendar date and by work day; and
Activity float.

In addition, submit a workday calendar showing work days and non-work days, the number of shifts per day, and the number of hours per shift; and a cash flow projection for the project in the form of a general, month by month distribution. Monthly cash flow amounts need not be broken down by activity. If subsequent Schedule revisions result in changes to the initial workday calendar and/or the projected cash flow, resubmit revised versions of these documents with the Schedule revision.

Use a specific activity number to describe each activity throughout the duration of the project. Keep activities with duration times in excess of 15 working days to a minimum. Provide enough activities to demonstrate the necessary interdependencies. Limit the fineness of detail, where possible, to a minimum, 5-day activity duration.

Submit the CPM Schedule in the Activity-On-Node format: Make all relationships finish to start relationships. Identify a single start activity and a single finish activity. Incorporate lag/lead times as a separate activity. Furnish a successor-predecessor report with all submittals.

If the CPM Schedule is not received within 60 calendar days of the actual Notice to Proceed Date, the Contractor will be required to attend a scheduling workshop in order to prepare an acceptable CPM Schedule. The District Executive, after consultation with the Contractor, may elect not to release current estimate payments until the scheduling workshop has been completed. Section 689.4(b) Narrative Schedule. Revise to read as follows:

(b) Network Schedule. Paid, as specified in Section 110.05, in four payments, as follows: The first payment, equal to 20% of the amount bid for this item, will be paid upon submission of an acceptable 30 Calendar Day Work Plan, as specified in Section 689.3(b)1, in the form required by this specification, or upon submission of an acceptable Network

Schedule, as specified in Section 689.3(b)3, in the form required by this specification.

The second payment, equal to 30% of the amount bid for this item, will be paid upon submission of an acceptable Network Schedule, as specified in Section 689.3(b)3, in the form required by this specification.

The third payment, equal to 25% of the amount bid for this item, will be paid whenever work representing 40% of the total contract price is completed, excluding the bid price for this item.

The fourth payment, equal to 25% of the amount bid for this item, will be paid whenever work representing 80% of the total contract price is completed, excluding the bid price for this item.

Section 696.4(c) CMP Schedule. Revise to read as follows:

(c) CPM Schedule. Paid, as specified in Section 110.05, in four payments, as follows: The first payment, equal to 20% of the amount bid for this item, will be paid upon submission of an acceptable 60 Calendar Day Work Plan, as specified in Section 689.3(c)1, in the form required by this specification, or upon submission of an acceptable CPM Schedule, as specified in Section 689.3(c)3, in the form required by this specification.

The second payment, equal to 30% of the amount bid for this item, will be paid upon submission of an acceptable CPM Schedule, as specified in Section 689.3(c)3, in the form required by this specification.

The third payment, equal to 25% of the amount bid for this item, will be paid whenever work representing 40% of the total contract price is completed, excluding the bid price for this item.

The fourth payment, equal to 25% of the amount bid for this item, will be paid whenever work representing 80% of the total contract price is completed, excluding the bid price for this item.

SECTION 705-Joint Material Section 705.4(b) Rubberized Joint Sealing Material. Revise to read as follows:

(b) Rubberized Joint Sealing Material. ASTM D6690-Type II, from a manufacturer listed in Bulletin 15. Section 705.4(c) Rubberized Joint Sealing Material. Revise to read as follows:

(c) Rubberized Joint Sealing Material. ASTM D6690-Type I, from a manufacturer listed in Bulletin 15.

SECTION 901-Maintenance and Protection of Traffic During Construction Section 901.3(f) Equipment and Material Storage. Revise to read as follows:

(f) Equipment and Material Storage. According to Publication 213. Section 901.3(i) Barricades. Revise to read as follows:

(i) Not used. Section 901.3(w) Changeable Message Sign. Revise to read as follows:

(w) Changeable Message Sign. Furnish, operate, and maintain three-line or full matrix portable, trailer mounted, changeable message signs for traffic control as indicated or directed. Have all locations, messages, and times of operation approved by the District Traffic Engineer or authorized Representative.

When providing telecommunications they must be capable of changing message or sequences of messages from a hand held device and/or personal computer, with the computer having calendar and time mode capability. If required provide appropriate software for personal computer for the purpose of remotely operating the changeable message sign(s).

For the duration of the project, provide a qualified technician familiar with the programming and operation of the changeable message sign. Designate the technician to be on call 24 hours a day, 7 days a week and to arrive on the project site within 3 hours of notification.

If required, provide capability to monitor approaching vehicles via radar and display the vehicle's speed on the message sign. Section 901.3(z) Shadow Vehicle. Revise to read as follows:

(z) **Shadow Vehicle.** Load the truck according to the manufacturers recommendation.

Place the shadow vehicle upstream of the construction area at the distance specified in Publication 213 and the MUTCD, as directed. Section 901.4(b) Separate Pay Items. Revise to read as follows:

(b) **Separate Pay Items.** The Department will separately measure and pay for the following items or devices, when indicated or required for maintenance and protection of traffic during construction: Arrow Panel-Each or Day

Includes maintenance, fuel, and other operating costs for the payment indicated.

If required by a figure in Publication 213 this work is incidental to the Item 2901-0001 (Item 0901-0001). Tubular Markers-Each
Changeable Message Sign-Each

Includes maintenance, fuel, telecommunication service and other operating costs, relocating to other locations, and programming of messages as directed by the District Traffic Engineer or authorized Representative. Temporary Traffic Signals-Each

Floodlights-Each or Day

Temporary Concrete Barrier-Section 627.4

Temporary Concrete Barrier, Structure Mounted-Section 643.4

Temporary Concrete Median Barrier, Structure Mounted-Section 643.4

Temporary Concrete Glare Screen Median Barrier, Structure Mounted-Section 643.4

Reset Temporary Concrete Barrier-Section 628.4

Temporary Concrete Barrier, Structure Mounted, Reset-Section 644.4

Temporary Concrete Median Barrier, Structure Mounted, Reset-Section 644.4

Temporary Concrete Glare Screen Median Barrier, Structure Mounted, Reset-Section 644.4

Painting Traffic Lines and Markings-Section 962.4

Pavement Marking Removal-Section 963.4

Temporary Nonplowable Raised Pavement Markers-Each

Temporary Bituminous Rumble Strips-Square Meter (Square Yard)

Temporary Impact Attenuating Devices-Section 696.4

Reset Temporary Impact Attenuating Devices-Section 697.4

Standard Pavement Markings, Paint & Beads-Meter (Linear Foot)

Standard Pavement Markings, Tape-Meter (Linear Foot)

Additional Warning Lights-Day

For the type indicated.

Based on an accumulation of 24 hours when in place for one unit. Additional Traffic Control Signs-Square Meter (Square Foot)

Based on the minimum size sign for the necessary application as defined in Publication 212, Publication 213, and the MUTCD, unless otherwise directed. Temporary Highway Lighting-Lump Sum or Each

As indicated. Shadow Vehicle-Each or Day

Includes maintenance, fuel, relocations, and operating costs for the duration of the project.

If required by a figure in Publication 213 this work is incidental to the Item 2901-0001 (Item 0901-0001 Speed Display Signs-Each or Day

Includes maintenance, fuel and other operating costs, relocations, and programming. Traffic Alert Radio-Each

Includes maintenance, relocations, and operating costs for the duration of the project.

SECTION 1087-PA HT BRIDGE BARRIER RAILING Section 1087-PA HT BRIDGE BARRIER RAILING. Revise to read as follows:

1087.1 DESCRIPTION-This work is the construction of a PA HT Bridge Barrier Railing.

1087.2 MATERIAL-Unless otherwise specified, galvanize steel materials as specified in Section 1105.02(s). Before fabrication, submit shop drawings as specified in Section 105.02(d) for review and acceptance.

(a) Railing.

1. Steel Rails.

1.a. ASTM A 53/A 53M, Type E or S, Grade B, or A.P.I. 5LX52 PSL2, subsequently extruded or cold pressed into desired elliptical shape.

1.b. Pipe rail produced continuously off a pipe mill in an elliptical shape in accordance with the chemical, mechanical, and testing requirements of API 5L Grade X52 PSL 2 seamless or electric resistance welded, except, as modified below:

The inside flash for elliptical pipe used in a SLEEVE application is not required to be removed.

Eddy current testing of the weld line in accordance with ASTM E309, calibrated to 3 mm (1/8 inch) drilled hole is acceptable. Standard Operating procedure is as follows: Drill reference holes in the weld-line area on the mill for calibration. Pass this area through the inspection system at production speeds. Adjust signal levels to provide a suitable signal-to-noise ratio for the material being inspected.

Adjust signal level to produce a minimum of 75% deflection on the strip chart recorder. Adjust the phase setting so signals are in between gate settings.

Adjust marking system to spray any signal exceeding referenced hole calibration height of 75%.

Maintain documentation of Standard Operating Procedure to include daily verification checks.

Flattening test of the elliptical shape (cut a sample from the leading and trailing end of each coil) with the weld line located between the 10 o'clock and 2 o'clock position is acceptable. Conduct flattening test to 1/3 of the original outside diameter without the weld opening.

Hydrostatic testing is not required for the elliptical pipe.

Square cut pipe ends.

2. Steel Rail Sleeve Member.

2.a. ASTM A 53/A 53M, Type E or S, Grade B; ASTM A 36/A 36M or ASTM A 500, Grade B, or A.P.I - 5LX52 PSL2, subsequently extruded or cold pressed into desired shape.

2. b. Acceptable Alternate; Section 1087.2(a)1.b.

3. Sidewalk Rail Tubes. Section 1022.2(a).

4. Toggle Bolts for Sidewalk Rail Tube. Section 1022.2(b).

5. Sidewalk Rail Rod. ASTM A 36/A 36M.

6. Sidewalk Rail Rod Splice. ASTM A 513 or A 519.

7. Railing Posts and Base Plates. Section 1105.02(a)2.

8. **Test Requirements for Post Welds.** Visually inspect all welds on all posts. In addition at least 10% of the posts in a lot as defined in AWS D1.5-2002, Section 6.7.1.2(2)(c), inspect posts as follows: perform magnetic particle testing over full length of the welds on all posts inspected. If unacceptable discontinuities are found in any of the welds tested, inspect an additional 10% of the posts in the same lot. If unacceptable discontinuities are found in any of the welds tested in the second group of posts, inspect all of the remaining posts in the lot.

9. **Miscellaneous.** Section 1105.02(a)2.

Certify as specified in Section 106.03(b)3.

(b) **Anchor Bolts, Nuts, and Washers.** Section 1105.02(c), galvanized as specified in Section 1105.02(s).

(c) **Caulking Compound.** Section 705.8.

1087.3 CONSTRUCTION-As shown on the Standard Drawings, the contract drawings, and as follows:

Before erection, use caulking compound and thoroughly coat surfaces of posts in contact with concrete. After erection and alignment, use caulking compound and seal openings between metal surfaces and concrete.

Remove blemishes and scratches from exposed surfaces. For areas that have been damaged, exposing base metal, repair galvanizing in accordance with ASTM A780.

Place joints, as indicated.

Do not open bridge to traffic until bridge railing is placed.

1087.4 MEASUREMENT AND PAYMENT-Meter (Linear Foot), measured from end to end of barrier railing.

G7017A - a07017 CHANGES TO SPECIFICATIONS: SECTION 105

Addendum : None

Associated Item(s): None

Header:
CHANGES TO SPECIFICATIONS: SECTION 105

Provision Body:

Section 105.01-CONTROL OF WORK Section 105.01(a) General. Revise to read as follows:

(a) **General.** The work will be subject at all times to the inspection of the Representative. Do not restrict or hinder this inspection.

To prevent disputes and litigation, the Representative will: determine the quantity of the kinds of work and the quality of

material for which payment will be made under the contract;
determine the answer to questions in relation to the project and its construction; and
decide differences concerning the performance of the work covered by the contract.

All such determinations, decisions, directions, and explanations necessary to complete, explain, or make definite any provisions of these Specifications and Plans will be given promptly, in writing, to the Contractor.

As a condition precedent to filing a claim directly against PENNDOT, submit notice of intent to claim to the Contracting Officer, in writing, within 10 days of the act or omission. This notice of intent will give the Department the opportunity to investigate the claim and to maintain and document information for future resolution or litigation of the claim.

File the claim in writing with the Contracting Officer within 6 months of the date it accrues and not thereafter. If the Contractor fails to file the claim or does not timely file the claim, the Contractor is deemed to have waived its right to assert the claim in any forum. Claims not filed within the specified time period will be disregarded by the Contracting Officer. The claim, when filed, must state all grounds upon which the claim is based and must include a copy of the previously submitted notice of intent to claim.

The Contracting Officer will attempt to settle and resolve the claim with the Contractor. The Contracting Officer, at his or her discretion, may conduct a claim review meeting to attempt to settle and resolve the claim with the Contractor. If a claim review meeting is held, it will be attended by representatives of the Contractor and such Department representatives as the Contracting Officer considers appropriate.

If the claim is not resolved by agreement between the Contracting Officer and the Contractor, the Contracting Officer will issue a determination in writing regarding the claim and will mail it to the Contractor by first class mail. The determination will be mailed within 120 days of the date on which the Contracting Officer received the claim, unless the 120 day period is extended by consent of the Contracting Officer and the Contractor. If the Contracting Officer fails to issue a final determination within the 120 days, unless extended by consent of the Contracting Officer and the Contractor, the claim will be deemed denied. The determination of the Contracting Officer will be the final order of the Department regarding the claim. The determination of the Contracting Officer will be conclusive and binding upon the Contractor unless the Contractor appeals the determination by filing a statement of claim with the Board of Claims within 15 days of the mailing date of the determination, or, if no extension is agreed to by the Contracting Officer and the Contractor, within 135 days of the receipt by the Contracting Officer of the claim, whichever occurs first.

N10601A - a10601 DRIVE ADJUSTMENTS

Addendum : None

Associated Item(s): None

Header:
DRIVE ADJUSTMENTS

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

G10A - a10701 EXISTING PAVEMENT MARKINGS

ECMS Highway Construction Contract 81198

Addendum : None

Associated Item(s): None

Header:
EXISTING PAVEMENT MARKINGS

Provision Body:

Reference and record all existing paint and/or plastic pavement markings prior to resurfacing or removal of existing pavement.

Reference from a permanent reference point easily accesible during construction operations.

This work will not be paid for separately, but will be considered incidental to other items of work.

N12601A - a12601 SANITARY FACILITIES

Addendum : None

Associated Item(s): None

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.

(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.

S2011B - b02011 SECTION 201.3

Addendum : None

Associated Item(s): None

Header:
SECTION 201.3

Provision Body:

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

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

S2051A - b02051 SECTION 205 - BORROW EXCAVATION

Addendum : None

Associated Item(s): None

Header:
SECTION 205 - BORROW EXCAVATION

Provision Body:

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

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

S4091B - b04091 SECTION 409.3

Addendum : None

Associated Item(s): None

Header:
SECTION 409.3

Provision Body:

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

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

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

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

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

Section 409.3(k)1.a General.

Revise the second paragraph to read:

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

Section 409.3(k)1.b Vertical Joints.

Replace the first bullet with the following:

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

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

Add the following bullet to the beginning:

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

Replace the first bullet with the following:

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

designs.

Section 409.3(k)2 Transverse Joints.

Revise the last two sentences to read:

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

Section 409.3(k)3 Other Joints.

Revise to read as follows:

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

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

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

00 - b04092 SECTION 409.3(h)1.a - PLACING

Addendum : None

Associated Item(s): None

Header:

SECTION 409.3(h)1.a - PLACING

Provision Body:

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

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

00 - b04093 SECTION 409.3(i) COMPACTION

Addendum : None

Associated Item(s): None

Header:

SECTION 409.3(i) COMPACTION

Provision Body:

Revise the third paragraph of Section 409.3(i) to read as follows:

Use pneumatic-tire rollers for compacting scratch, binder leveling, and wearing leveling courses.

S9311A - b09311 SECTION 931.2

Addendum : None

Associated Item(s): None

Header:
SECTION 931.2

Provision Body:

Revise the second bullet of Section 931.2 MATERIAL as follows:

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

I2041A - c02041 ITEM 0204-0010 - CLEANING EXISTING DITCHES

Addendum : None

Associated Item(s): 0204-0010

Header:
ITEM 0204-0010 - CLEANING EXISTING DITCHES

Provision Body:

I. DESCRIPTION - This work is cleaning of existing ditches.

II. MATERIAL - Not used

III. CONSTRUCTION - Remove and satisfactorily dispose of all soil and organic matter from within the limits of the existing ditch and side slopes as indicated or directed and in accordance with Section 204.3(f).

IV. MEASUREMENT AND PAYMENT - Meter(Linear Foot).

I8041A - c08041 ITEM 4804-0011 - SEEDING AND SOIL SUPPLEMENTS - FORMULA B (MODIFIED)

Addendum : None

Associated Item(s): 4804-0011

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

Provision Body:

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

Section 804.1 DESCRIPTION - Revise to read:

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

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

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

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

(e) Mulch Binder. Section 805.2(b)

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

(g) Mulching. Section 805.3

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

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

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

Section 804.4 MEASUREMENT AND PAYMENT - Revise as follows:

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

Includes mulch and mulch binder.

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

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

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

Addendum : None

Associated Item(s): 0901-0001

Header:

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

Provision Body:

In accordance with Section 901 and as follows:

SR 1020 - Maintain all normal lanes of traffic for the life of this project, except when work is in progress one lane may be maintained.

SR 2003 - Maintain all normal lanes of traffic for the life of this project, except when work is in progress one lane may be maintained.

SR 2019 - Maintain all normal lanes of traffic for the life of this project, except when work is in progress one lane may be maintained. Do not construct any work within 200' of the intersection of SR 0072 and SR 4040 between the hours of 6 a.m. to 9 a.m. and 3 p.m. to 6 p.m.

Notify the inspector-in-charge three (3) days in advance of any proposed lane or shoulder restrictions or road closures. Also, notify the inspector-in-charge thirty (30) minutes prior to the start of work, (before placement of traffic control devices). The inspector-in-charge, in turn, will notify the district 8-0 traffic management center (TMC) two (2) days in advance of any proposed lane or shoulder restrictions or road closures and fifteen (15) minutes prior to the start of work. The TMC phone number is (717) 265 -7600. The inspector-in-charge will notify the TMC when the roadway is restored to normal operation.

Do not flag a signalized intersection without the municipality placing the signal on flash.

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

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

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

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

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

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

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

Publication 213, Work Zone Traffic Control Guidelines.

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

00 - c10401 ITEM 5040-0001 - CONCRETE BRIDGE DECK REPAIR, TYPE 1 (MODIFIED)

Addendum : None

Associated Item(s): 5040-0001

Header:

ITEM 5040-0001 - CONCRETE BRIDGE DECK REPAIR, TYPE 1 (MODIFIED)

Provision Body:

In accordance with Section 1040 modified as follows:

Revise Section 1040.2 MATERIAL to read as follows:

a) Patching Material -

Accelerated Latex Modified Concrete. Section 704, except delete Table A. Use No. 8 Coarse Aggregate. Provide concrete for acceptance having a 28-day minimum compressive strength of 3,750 psi when tested in accordance with PTM No. 604. Submit mix design, as specified in Section 704.1(c), having a minimum target value for compressive strength of 1,500 psi at 7 hours when tested in accordance with PTM No. 604.

b) Epoxy Bonding Compound - Section 1001.2(k)

c) Concrete Curing Materials - Sections 711.1(b) and 711.1(d).

d) Concrete Admixtures. If accelerating admixtures are used, provide only accelerating admixtures which do not contain chlorides.

Revise Section 1040.3 CONSTRUCTION by adding the following:

Sawcutting the areas will not be necessary. Remove all loose and bituminous material following the scarification operations using high pressure air or other acceptable methods. Place patching material flush with the top of the scarified deck surface.

00 - c9316 ITEM 9316-9112 - SUPERPAVE RIGID BASE REPLACEMENT

Addendum : None

Associated Item(s): 9316-9112

Header:
ITEM 9316-9112 - SUPERPAVE ASPHALT MIXTURE DESIGN, RIGID BASE REPLACEMENT, PG 64-22, 0.3 TO < 3 MILLION ESALS, 25.0 MM MIX, 12" DEPTH

Provision Body:

In accordance with Section 316 for the type indicated.

00 - c96051 ITEM 9605-0001 - BICYCLE SAFE GRATE

Addendum : None

Associated Item(s): 9605-0001

Header:
ITEM 9605-0001 - BICYCLE SAFE GRATE

Provision Body:

In accordance with Section 605 and as follows:

Revise Section 605.3 CONSTRUCTION by adding the following:

Replace the existing inlet grate with a Bicycle Safe Grate. Existing grate becomes the departments property.

MEASUREMENT AND PAYMENT - Each.

00 - c96071 ITEM 9607-0016 - REBUILT INLET INCLUDE BICYCLE SAFE GRATE

Addendum : None

Associated Item(s): 9607-0016

Header:

ITEM 9607-0016 - REBUILT INLET INCLUDE BICYCLE SAFE GRATE

Provision Body:

In accordance with Section 607, as indicated, as directed, and as follows:

DESCRIPTION - This work is the rebuilding of an existing inlet box to finished grade and furnishing a new bicycle safe inlet grate.

MATERIAL - Section 605.2.

CONSTRUCTION - Section 607.3 and as follows:

Replace the existing grate with a structural steel grate bicycle safe (see RC-34M) that properly fits the width and length of the inlet. The grate must be approved by the Engineer. **MEASUREMENT AND PAYMENT** - Each.

PERFORMANCE BONDS

Surety Company: Liberty Mutual Insurance
Company
Bonding Agency: Marsh USA, Inc.
Producer: Tina M Davis/PennDOT
BP-002547
Co-Insurer: No

Status: Accepted

Bond Number: 14-047-821
Bond Amount: \$1,528,150.00

NAIC: 23043

KNOW ALL MEN BY THESE PRESENTS, That we, *Pennsy Supply, Inc. of 201 Pennsy Supply Road, Hummelstown, PA 17036* as PRINCIPAL, and Liberty Mutual Insurance Company a corporation, as SURETY, are held and firmly bound unto the *Commonwealth of Pennsylvania* in the full and just sum of **\$1,528,150.00**, lawful money of the United States of America, to be paid to the said Commonwealth of Pennsylvania, or it assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

Sealed with our respective seals and dated this 23 day of June A.D. 2008.

Whereas, the above bounden PRINCIPAL has undertaken to contract with the said Commonwealth of Pennsylvania, by and through the Secretary of Transportation covering the work identified below for approximately the sum of **\$1,528,150.00**.

This project consists of milling within curb areas, overlaying, line painting, and other miscellaneous items, all as indicated on the approved drawings included in the Bid Package for STATE ROUTE 1020, SECTION 005, in LEBANON COUNTY, BETHEL, SOUTH LEBANON, & MILLCREEK TOWNSHIPS and RICHLAND BOROUGH, from Segment 0094 Offset 1380 to Segment 0110 Offset 2065, a length of 4249.00 linear feet (0.80 mile). Also included are SR 2019-010 from Segment 0010 Offset 0000 to Segment 0070 Offset 0150, a length of 11,780.00 linear feet (2.23 miles), and SR 2003-015 from Segment 0010 Offset 0000 to Segment 0070 Offset 0150, a length of 15,704.00 linear feet (2.97 miles). Overall project length is 31,733.00 linear feet (6.01 miles).

and

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

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

And shall save and keep harmless the said Commonwealth of Pennsylvania against and from all losses to it from any

cause whatsoever, including patent, trademark, and copyright infringements, in the manner of constructing said section of 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	Bethany Buller/PennDOT BP-001088	Submit	06/23/2008 10:13 AM
Producer Review	Tina M Davis/PennDOT BP-002547	Sign	06/23/2008 01:35 PM
Contractor Review	Jeffrey Sweigart/PennDOT BP-001088-Vice President	Sign	06/25/2008 10:10 AM
BOD CMD Review	Christina M Troutman/PennDOT	Accept	06/25/2008 10:17 AM

PAYMENT BONDS

Surety Company: Liberty Mutual Insurance
Company
Bonding Agency: Marsh USA, Inc.
Producer: Tina M Davis/PennDOT
BP-002547
Co-Insurer: No

Status: Accepted
Bond Number: 14-047-821
Bond Amount: \$1,528,150.00
NAIC: 23043

KNOW ALL MEN BY THESE PRESENTS, That we, **Pennsy Supply, Inc.** of **201 Pennsy Supply Road, Hummelstown, PA 17036** as PRINCIPAL, and Liberty Mutual Insurance Company a corporation, as SURETY, are held and firmly bound unto the **Commonwealth of Pennsylvania** in the full and just sum of **\$1,528,150.00**, lawful money of the United States of America, to be paid to the said Commonwealth of Pennsylvania, or it assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

Sealed with our respective seals and dated this 23 day of June A.D. 2008.

Whereas, the above bounden PRINCIPAL has undertaken to contract with the said Commonwealth of Pennsylvania, by and through the Secretary of Transportation covering the work identified below for approximately the sum of **\$1,528,150.00**.

This project consists of milling within curb areas, overlaying, line painting, and other miscellaneous items, all as indicated on the approved drawings included in the Bid Package for STATE ROUTE 1020, SECTION 005, in LEBANON COUNTY, BETHEL, SOUTH LEBANON, & MILLCREEK TOWNSHIPS and RICHLAND BOROUGH, from Segment 0094 Offset 1380 to Segment 0110 Offset 2065, a length of 4249.00 linear feet (0.80 mile). Also included are SR 2019-010 from Segment 0010 Offset 0000 to Segment 0070 Offset 0150, a length of 11,780.00 linear feet (2.23 miles), and SR 2003-015 from Segment 0010 Offset 0000 to Segment 0070 Offset 0150, a length of 15,704.00 linear feet (2.97 miles). Overall project length is 31,733.00 linear feet (6.01 miles).

and

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

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

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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	Bethany Buller/PennDOT BP-001088	Submit	06/23/2008 10:14 AM
Producer Review	Tina M Davis/PennDOT BP-002547	Sign	06/23/2008 01:34 PM
Contractor Review	Jeffrey Sweigart/PennDOT BP-001088-Vice President	Sign	06/25/2008 10:10 AM
BOD CMD Review	Christina M Troutman/PennDOT	Accept	06/25/2008 10:17 AM

INSURANCE

Judith Balazentis

12 Federal Street
Suite 310
412-231-1331
Pittsburgh, PA 15212-5706

Company: Liberty Mutual
Policy: TB2-C85-004095-117
Expiration: 09/01/2008

MBE/WBE COMMITMENT

MBE/WBE: 2% / 2%
Approved: 0.00% / 0.27%

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

Business Partner	Business Type	%	Date/Time
Main Stream Industries, Inc.	Subcontractor	0.27	06/23/2008 07:29 AM

ECMS Highway Construction Contract 81198

Main Stream Industries, Inc.

Prime

Contact: Steve Bomberger
Phone: 717-569-2623
MBE / WBE: 2% / 2%

BEO Form Status: Approved
Revision Number: 0

MBE / WBE

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

Agreement Amount: \$4,200.00
% of Bid: 0.27
Mobilization: \$0.00
Starting: 08/04/2008
Completion: 11/14/2008
Business Type: Subcontractor

Items

None

Partial Items

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

Comment

None

Workflow

Status	Name	Disposition	Date/Time
Draft	Steve Bomberger/PennDOT BP-001088	Submit	06/20/2008 12:49 PM
Awaiting Acknowledgment	Jean B Finer/PennDOT BP-001240	Acknowledged	06/20/2008 02:36 PM
Acknowledged	Steve Bomberger/PennDOT BP-001088	Submit	06/23/2008 07:29 AM
BEO Review	Becki G Mescher-Vuxta/PennDOT	Approve	06/25/2008 09:46 AM

PLANS

Plans

Roadway Plan

Supplemental Plans

Erosion and Sediment Pollution Control Plan

Addendum

ATTACHMENTS

	Addendum
Project-Specific Checklist Items	
Project-Specific Checklist Item	1
Reviews	
None	
Contract Award Items	
State Wage Rate - Wages Only	1
State Wage Rate - Notes Only	1
Local Agreements and Coordination	
None	
Environmental Clearances	
None	
Permits	
None	
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:

