

**ECMS Highway Construction**

**Contract: 61623**

**Bailey Contracting, Inc. 11-5566558**

**Mechanicsburg**

**717-555-1212 (phone)**

**c-lismille@state.pa.us**

Prime Business Partner

**PERRY County**

**SR 274, Section 014**

**Bloomfield Road**

Location

**C-00274-0-8-014-0890-383**

State Project

**March 15, 2005**

Bid Opening

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# CONTRACT

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

**There are no Addenda.**

THIS AGREEMENT, Made this **16** day of **March** A.D. **2005**, between the Giant Foods of the Commonwealth of Pennsylvania, PERRY County, hereinafter called the Sponsor, and **Bailey Contracting, 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 Sponsor, 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 **\$332,860.00** 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) (except that the Sponsor shall be substituted for "Engineer". "Secretary", "Department" and "State Treasurer" name therein), are made a part of this contract and accepted as such, also the drawings of the project, prepared and/or approved by the Sponsor and/or the Pennsylvania Department of Transportation, which drawings are also agreed by each party as being a part hereof.

2. The location and description being situated as follows:

The description and location of the project is as follows: [describe the various construction activities involved including number of lanes and number of spans as appropriate. Try to keep the total number of characters to 300.] and other miscellaneous construction, all as indicated on the drawings approved \_\_\_\_\_ for STATE ROUTE \_\_\_\_\_, SECTION \_\_\_\_\_, in \_\_\_\_\_ COUNTY \_\_\_\_\_ CITY/BOROUGH/TOWNSHIP from approximately \_\_ (geographical reference) \_\_ at segment \_\_\_\_\_ offset \_\_\_\_\_ to approximately \_\_ (geographical reference) \_\_ at segment \_\_\_\_\_ offset \_\_\_\_\_.

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 Sponsor and/or the Pennsylvania Department of Transportation. In the event that any portion of work (including materials supplied pursuant thereto) performed by the Contractor is rejected by the 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 Sponsor and/or Pennsylvania Department of Transportation. 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 Sponsor and/or the Pennsylvania Department of Transportation on or before the expiration date of **03/31/2005**. 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 Engineer of the Sponsor within the aforementioned time allowed, the Sponsor 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 Sponsor 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 Sponsor and/or the Pennsylvania Department of Transportation, including information contained in the Special Provisions, concerning the time within which publicly or privately-owned facilities below, at or above the ground are expected to be installed, removed, repaired, replaced, and/or relocated; that he has not relied upon any information provided by the Department concerning the location or existence of all such facilities that might be below, at or above the ground; that he has contacted or will contact all owner of such facilities to verify the location and position of all such facilities and the time within which work on such facilities will be performed; and that he is aware delays might be incurred in the performance of work on this project as a result of work being performed or that will be performed on such facilities by their owners. It is understood further that, notwithstanding assistance of any kind and extent that might be provided by the Sponsor and/or the Pennsylvania Department of Transportation, 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 Sponsor and/or the Pennsylvania Department of Transportation 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 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 Sponsor will not be liable for any work performed as additional or extra work, unless such work is required of the Contractor in writing as provided in the Specifications. All such work which might have been performed by the Contractor without such written order first being given shall be at the Contractor's risk, cost, and expense, and the Contractor hereby covenants and agrees that, without such written order, he shall make no claim for compensation for such unauthorized work.

9. It is further distinctly agreed that the Contractor shall not assign this contract, nor any part thereof, nor any right to any sums to be paid him hereunder, nor shall any part of the work to be done or material furnished under this contract be sublet, without the consent in writing of the Sponsor.

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 Sponsor and/or the Pennsylvania Department of Transportation arising out of, or by reason of, the work done and materials furnished under this contract.

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

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

13. The Contractor hereby further agrees to receive and the Sponsor 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 Sponsor.

14. Contractor is undertaking the work to be performed under the terms of this agreement covenants and agrees to comply with the required contract provisions set forth in F.A.R.-C.A., September 1975, issued by the United States Department of Transportation, Federal Highway Administration, and the Commonwealth Nondiscrimination Clause marked Exhibit A, and the Commonwealth Contractor Integrity Provisions marked Exhibit B which are attached to and

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made a part of this Agreement.

15. The Contractor certified in his, her, its or their bid submission 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.

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

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## Contract Workflow Status

---

<b>Status</b>	<b>Name</b>	<b>Disposition</b>	<b>Date/Time</b>
Draft	Dottie Bod Cmd Chief/PennDOT	Award	03/16/2005 02:11 PM
Contractor Review	Patrick Billing/PennDOT BP-000670-CEO	Sign	03/16/2005 02:14 PM
BOD CMD Review	Dottie Bod Cmd Chief/PennDOT	Accept	03/16/2005 02:15 PM
Municipality Review	Approver Municipality 385/PennDOT BP-000385	Sign	03/16/2005 02:16 PM
Solicitor Review	Approver Municipality 385/PennDOT BP-000385	Accept	03/16/2005 02:17 PM
CMD Execute	Dottie Bod Cmd Chief/PennDOT	Submit	03/16/2005 02:19 PM

## Addenda

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None

## BID ITEMS

Item	Description	Quantity	Unit Price	Item Total	Addendum
0201-0001	CLEARING AND GRUBBING	1.000	\$2,500.00	\$2,500.00	
4201-0001	CLEARING AND GRUBBING (Modified)	1.000	\$4,500.00	\$4,500.00	
0202-0003	DEMOLITION	1.000	\$5,000.00	\$5,000.00	
0203-0001	CLASS 1 EXCAVATION	2,500.000	\$10.00	\$25,000.00	
0518-7500	TEST INCENTIVE PAYMENT	5,000.000	\$1.00	\$5,000.00	
0845-0002	UNFORESEEN WATER POLLUTION CONTROL	1.000	\$7,500.00	\$7,500.00	
1005-1104	STEEL BEAM BEARING PILES, HP12X74	15,000.000	\$1.25	\$18,750.00	
5005-1104	STEEL BEAM BEARING PILES, HP12X74 (Modified)	2,000.000	\$1.50	\$3,000.00	
1999-9999	TRAINEES	2,000.000	\$11.80	\$23,600.00	
8500-8500	Description	1.000	\$77,000.00	\$77,000.00	
8800-0002	desc	1.000	\$40,000.00	\$40,000.00	
9000-0001	desc	1.000	\$1,000.00	\$1,000.00	
9000-0100	dfdf	1,200.000	\$100.00	\$120,000.00	
9000-5000	Description	1.000	\$10.00	\$10.00	
<b>Contract Total:</b>				\$332,860.00	
<b>Bid Total:</b>				\$332,860.00	



# SPECIAL PROVISIONS

## G37F - \*\*\*\* ECMS TEST \*\*\*\*District 8-0 for 100% State

**Addendum :** None

**Associated Item(s):** None

This is a district-wide standard provision for all 100% state funded projects in District 8-0. It is for test purposes only. I will continue to enter text into this provision so that it will have at least a paragraph of data to read, and it won't look weird. It will also allow us to test the display functionality of both the Standard Special Provision Maintenance Screen and the Ad Hoc Special Provision Screen. Thanks for your support...we now return you to our regular program. By the way, the following is a table for display purposes:

Header 1	Header 2	Header 3	Header 4
Item 1A	Item 2A	Item 3A	Item 4A
Item 1B	Item 2B	Item 3B	Item 4B

This is a district-wide standard provision for all 100% state funded projects in District 8-0. It is for test purposes only. I will continue to enter text into this provision so that it will have at least a paragraph of data to read, and it won't look weird. It will also allow us to test the display functionality of both the Standard Special Provision Maintenance Screen and the Ad Hoc Special Provision Screen. Thanks for your support...we now return you to our regular program. By the way, the following is a table for display purposes:

Header 1	Header 2	Header 3	Header 4
Item 1A	Item 2A	Item 3A	Item 4A
Item 1B	Item 2B	Item 3B	Item 4B

## I35A - \*\*\*\* ECMS TEST \*\*\*\*Test FD5A JCT Provision 2

**Addendum :** None

**Associated Item(s):** None

**Header:**

**Provision Body:**

This is the provision body.

## N74A - \*\*\*\* ECMS TEST \*\*\*\*Test FD5A JCT Provision 3

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**Addendum :** None

**Associated Item(s):** None

**Header:**

**Provision Body:**  
Prov body.

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## **P11A - \*\*\*\* ECMS TEST \*\*\*\*Test FD5A Step 12 JCT**

**Addendum :** None

**Associated Item(s):** None

**Header:**

**Provision Body:**

The special provisions are created. See the Project Development Checklist scenarios below for follow up test cases. You want to ensure that the special provisions with a valid To Date are included, while the provisions with an invalid To Date (i.e., in the past) are not included.

---

## **S15B - \*\*\*\* ECMS TEST \*\*\*\*Test FD5A Step 67 JCT District 8**

**Addendum :** None

**Associated Item(s):** None

**Header:**

**Provision Body:**

The District-Specific special provision should appear on the checklist under Special Provisions.

---

## **I33A - \*\*\*\* ECMS TEST \*\*\*\*Use Case A.14.c**

**Addendum :** None

**Associated Item(s):** None

**Header:**

**Provision Body:**

Provision A.14.c

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**G1400A - a01400 D02 GENERAL TESTING**

**Addendum :** None

**Associated Item(s):** None

**Header:**  
GENERAL TESTING

**Provision Body:**

All new products must be evaluated and tested according to District 2 speci before using on any projects.

---

**G12500A - District 8-0 All Projects**

**Addendum :** None

**Associated Item(s):** None

**Header:**

**Provision Body:**  
dssdfsdfsdfsdfsdf

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**G18000A - District 8-0 All State Projects**

**Addendum :** None

**Associated Item(s):** None

**Header:**

**Provision Body:**  
dssdfsdfsdfsdfsdf

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**S31184A - ER-184 - mandatory on all projects - statewide (district = CO)**

**Addendum :** None

**Associated Item(s):** None

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**Header:**

**Provision Body:**

Test for PETS 1220

---

## **S32184A - ER-184 - mandatory on all projects - statewide (district = CO)**

**Addendum :** None

**Associated Item(s):** None

**Header:**

**Provision Body:**

Test for PETS 1220

---

## **S32192A - ER-192 - mandatory on all state projects - statewide (district = CO)**

**Addendum :** None

**Associated Item(s):** None

**Header:**

**Provision Body:**

Test PETS 1220

---

## **S31192A - ER-192b - mandatory on all state projects - statewide (district = CO)**

**Addendum :** None

**Associated Item(s):** None

**Header:**

**Provision Body:**

Test PETS 1220

---

## **S32201A - ER-201 - mandatory on all projects in district 8**

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**Addendum :** None

**Associated Item(s):** None

**Header:**

**Provision Body:**  
Test PETS 1220

---

## **S31201A - ER-201b - mandatory on all projects in district 8**

**Addendum :** None

**Associated Item(s):** None

**Header:**

**Provision Body:**  
Test PETS 1220

---

## **S32209A - ER-209 - mandatory on all state projects in district 8**

**Addendum :** None

**Associated Item(s):** None

**Header:**

**Provision Body:**  
Test PETS 1220

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## **S31209A - ER-209b - mandatory on all state projects in district 8**

**Addendum :** None

**Associated Item(s):** None

**Header:**

**Provision Body:**  
Test PETS 1220

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**S1A - M & P**

**Addendum :** None

**Associated Item(s):** None

**Header:**

**Provision Body:**

vvv

**Project Specific Details**

bbb

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**00 - Provision for Items**

**Addendum :** None

**Associated Item(s):** 4201-0001  
5005-1104  
8800-0002  
9000-0001  
9000-0100  
9000-2500  
9000-5000

**Header:**

**Provision Body:**

body

---

**00 - Provision for Items on the Project**

**Addendum :** None

**Associated Item(s):** 8500-8500

**Header:**

**Provision Body:**

Body

**G113A - S00(00371) ITEMS SUBCONTRACTIBLE TO DBE FIRMS**

Addendum : None

Associated Item(s): None

Header:

**Provision Body:**

**ITEMS SUBCONTRACTIBLE TO DBE FIRMS**

The following general groups of items have been used to determine the DBE percentage goals used in the Designated Special Provision 7 (DSP7) in Appendix C to Pub 408/2000 entitled "Disadvantaged Business Enterprise Requirements". Prospective bidders are forewarned that restricting their efforts to the following items is insufficient justification of good faith efforts.

Work Classification Prequalification Code  
-----

**G120A - S00(00561) RIGHT-OF-WAY CLEARANCE**

Addendum : None

Associated Item(s): None

Header:

**Provision Body:**

**RIGHT-OF-WAY CLEARANCE**

The right-of-way on this project is available except for the following parcels with the anticipated date of availability.

Parcel Number Date of Availability  
-----

&ML (List parcel numbers) (List Dates of Availability)

&ML

&ML

&ML

&ML

The properties listed will not be available until the date specified unless previously released by the Department. Take no action that will result in unnecessary inconvenience, disproportionate injury, or any action coercive in nature to occupants of residences, businesses or non-profit organizations who have not yet moved from the right-of-way.

**I108A - S00(19992) ITEM 3999-9999 (ITEM 1999-9999) - TRAINEES**

Addendum : None

Associated Item(s): 1999-9999

## Header:

### Provision Body:

#### **ITEM 3999-9999 (ITEM 1999-9999) - TRAINEES**

This Special Provision is an implementation of 23 U.S.C. 140 (a).

&MLNUMBER OF TRAINEES TO BE TRAINED UNDER THIS CONTRACT WILL BE (fill in here).

I. DESCRIPTION - As part of the project equal employment opportunity affirmative action program, provide on the job training aimed at developing candidates toward full journeymen in the type of trade or job classification involved.

#### II. CONSTRUCTION -

(a) In the event a subcontract is given for a portion of the contract work, determine how many, if any, of the trainees are to be trained by the subcontractor. However, retain the primary responsibility for meeting the training requirements imposed by this special provision. Insure that this Special Provision is physically included and is made applicable to any such subcontract. Where feasible, provide 25% of apprentices or trainees in each occupation, in their first year of apprenticeship or training.

(b) Distribute the number of trainees among the work classifications on the basis of the project needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Within 10 calendar days following the Notice to Proceed, submit to the Department for approval the number of trainees to be trained in each selected classification and training program to be used, specifying the starting time for training in each of the classifications. The Department will give credit for each trainee employed on the contract who is currently enrolled or becomes enrolled in an approved program and payment will be made for such trainees as provided herein.

(c) Training and upgrading of minorities and women toward journeyman status is a primary objective of this Special Provision. Accordingly, make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. Accept responsibility for demonstrating that steps are taken in pursuance thereof, prior to a determination as to whether compliance is made with this Special Provision. This training commitment is not intended, and do not use it, to discriminate against any applicant for training, whether a member of a minority group or not.

(d) Do not employ a person as a trainee in any classification in which he/she has successfully completed a training program leading toward journeyman status or in which he/she has been employed as a journeyman. Candidates may be trained a maximum of 3 times as long as the training is not repetitious in the scope of work and is not on the same project. Those candidates having attained journeyman status would be acceptable as trainee candidates only in classifications where they have not attained journeyman status. Satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, provide records documenting the findings in each case.

(e) The minimum length and type of training for each classification will be as established in the training program selected and submitted to and approved by the Department. The Department will approve a program if it is reasonably calculated to meet the project equal employment opportunity obligations and gives meaningful training to move candidates toward journeyman status. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training will also be considered acceptable provided they are being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Obtain approval or acceptance of a training program and training candidate from the Department prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Department. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

(f) Furnish the trainee a copy of the program he/she will follow in providing the training.



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(g) Provide each trainee with a certification showing the type and length of training satisfactorily completed.

(h) Provide for the maintenance of records and furnish required reports documenting his/her performance under this Special Provision.

(i) Pay no less than the common laborer rate for this project to any trainee performing in a construction craft (percentage payments are no longer in effect). Pay non-construction crafts, such as timekeeper, office manager, and surveyor, the fair market rate for those services or classifications. Trainees in construction crafts may remain at the common laborer rate throughout the training program. Upon completion, pay trainees in accordance with wage rates scale for this contract for work performed. In the case of apprentices, the appropriate rates approved by the Federal Departments of Labor or Transportation in connection with the existing program apply to all trainees being trained for the same classification who are covered by this Special Provision.

### III. MEASUREMENT AND PAYMENT - Hour

Will be paid as follows:

(a) Except as otherwise noted below, payment will be made per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, payment will be made for training persons in excess of the number specified herein. Payment for offsite training indicated above may only be made where one or more of the following is done and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

(b) No payment will be made due to failure to provide the training required as stated in the approved training program. Make every good faith effort to retain the trainee upon completion of the training program, if work continues to be available in that classification. It is normally expected that a trainee will begin his/her training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in the work classification or until he/she has completed the training program. It is not required that all trainees be on board for the entire length of the contract. Responsibilities will have been fulfilled under this Special Provision if acceptable training has been provided to the number of trainees specified. Determine the number trained on the basis of the total number enrolled on the contract for a significant period.

---

## G77A - s00(gd00211b)

**Addendum :** None

**Associated Item(s):** None

**Header:**

**Provision Body:**

For the purpose set forth in the Executive Order 11246

the covered area for this contract is ( <!County!>),

&MLwhich is within the Economic Area of (fill in Economic area)

&ML area) as listed in Appendix B of Designated Special Provision 12 (DSP12) entitled "Executive Order 11246 (with Appendix A and B)" in Appendix C of Pub 408.

---

## P35A - zS00(Test) 100

**Addendum :** None

**Associated Item(s):** None

**Header:**

**Provision Body:**

**TITLE:**

I. DESCRIPTION - This work is the construction of plant-mixed, dense graded bituminous concrete using a combination of virgin and/or reclaimed aggregate material (RAM), and reclaimed manufacturer asphalt roofing shingle (RAS) materials. Use of reclaimed asphalt pavement (RAP) materials, consisting of cold milled or crushed hot-mix bituminous mixture is permitted. Construct these recycled bituminous concrete courses as specified in Sections 305, 401, 402, 420, 421 and 424 of the Specifications, except as modified or supplemented as follows. Obtain guidelines for hot-mix recycling from the MTD, if needed.

II. MATERIAL -

(a) Reclaimed Manufacturer Asphalt Roofing Shingle (RAS) Material. Include a description of the plan to control RAS material in the quality control plan. Use RAS material obtained as a by-product of the roofing shingle manufacturing process. Do not use RAS material obtained from the re-roofing of commercial or residential buildings. Due to significant composition differences, keep fiberglass-backed and organic felt-backed RAS material separate. Do not use both fiberglass-backed and organic felt-backed RAS material in the same mixture. Obtain certification, as specified in section 106.03(b)3., from the roofing shingle manufacturer that the shingles are a by-product of the shingle manufacturing process and that the RAS material consists of roofing shingles which are either fiberglass-backed or organic-felt backed. Provide manufacturer's certification to the Engineer.

Process any RAS material that cannot be completely broken down in the mixing process (at least 100% passing through a 12.5 mm (1/2 inch) sieve). Provide RAS material so that the final mix complies with Section 305.3(c), Table A, or Section 401.2(d). Keep all RAS material free of foreign materials. Keep all RAS material free of moisture that affects the mixing process or performance of the mixture.

(b) Bituminous Materials for Recycled Mix Containing 16% or More RAP. After evaluation by the MTD of the asphalt cement in the pavement core and/or RAP material and RAS material the MTD will determine the class (grade) of asphalt cement and/or recycling agent to be used.

(c) Reclaimed Asphalt Pavement (RAP) Material. If used, have the RAP material comply with Section 403.2(b).

(d) Reclaimed Aggregate Material (RAM). If used, have the RAM meet the applicable quality requirements of Section 703.1, Table A or 703.2, Table B.

(e) Composition of Mixtures. As required by Section 305 or Section 401 and as follows, the bituminous mixture consists of the RAS material, virgin aggregates(s), and or RAM and asphalt cement and possible RAP material. Bituminous mixtures which include RAP and/or RAM shall also comply with Section 403.2(d).

# ECMS Highway Construction Contract 61623

The RAS shall not exceed 5 percent by mass of the total mixture. Analyze the mix composition (asphalt content and gradation) of the RAS material stockpile. Obtain at least 10 samples from the stockpile at different locations and extract them to determine the average RAS mix composition. Maintain records of the testing of RAS composition and make available for review when directed. Determine the average stock gradations of virgin aggregate and/or RAM to be blended with the RAS material. Determine the proportions of the reclaimed and virgin materials to meet the specified mix composition requirements of virgin courses. Prepare and test Marshall specimens or Superpave Gyratory Compactor specimens as directed in Bulletin 27, Chapter 2, and have the job-mix formula reviewed.

III. CONSTRUCTION - Section 305.3 or 401.3 or 402.3 with additions and modifications as follows:

(b) Bituminous Mixing Plant. Add the following:

1. Batch Plant. Modify the batch plant to allow weighing the RAS and/or RAP material prior to incorporation into the pug mill. Design the cold feed bin, conveyor system, charging chute(s), and any special bins, if used, to avoid segregation and sticking of the RAS and/or RAP material. Dry the virgin aggregate and/or RAM and heat to a suitable temperature so that on combining with the RAS and/or RAP material the resulting complete mix temperature is within the limits of the bituminous material supplier's Bill of Lading. Insure that the virgin aggregate is free of unburned fuel oil when delivered to the pug mill.

2. Drum mixer Plant. Modify the drum mixer plant to prevent direct contact of the RAS and/or RAP material with the burner flame and/or overheating of the RAS and/or RAP material in the process. Produce a completed mixture that is within the temperature limits of Table B in 401.2(d).

<!Estimated Engineering Costs!>

ID-2	TEST	Aggregate	Complexity
ID-3	100.3	NO	OK @Æ
FB-S	<a href="http://www.google.com">http://www.google.com</a>	Yes	Maybe

## G1A - zzzzz

Addendum : None

Associated Item(s): None

Header:

zz

Provision Body:

z

## PERFORMANCE BONDS

**Surety Company:** Surety Company  
**Bonding Agency:** Bonding Company  
**Producer:** 000591 Bond Approver B  
Producer/PennDOT  
BP-000591  
**Co-Insurer:** No

**Status:** Accepted  
**Bond Number:** 2225556669998887  
**Bond Amount:** \$332,860.00

**NAIC:** 12345

KNOW ALL MEN BY THESE PRESENTS, That we, **Bailey Contracting, Inc.** of **340 Main Street, Mechanicsburg, PA 17050** as PRINCIPAL, and Surety Company a corporation, as SURETY, are held and firmly bound unto the **Municipality 385** in the full and just sum of **\$332,860.00**, lawful money of the United States of America, to be paid to the said Municipality, 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 16 day of March A.D. 2005.

Whereas, the above bounden PRINCIPAL has undertaken to contract with the said Municipality covering the work identified below for approximately the sum of **\$332,860.00**.

The description and location of the project is as follows: [describe the various construction activities involved including number of lanes and number of spans as appropriate. Try to keep the total number of characters to 300.] and other miscellaneous construction, all as indicated on the drawings approved \_\_\_\_\_ for STATE ROUTE \_\_\_\_\_, SECTION \_\_\_\_\_, in \_\_\_\_\_ COUNTY \_\_\_\_\_ CITY/BOROUGH/TOWNSHIP from approximately \_\_ (geographical reference) \_\_ at segment \_\_\_\_\_ offset \_\_\_\_\_ to approximately \_\_ (geographical reference) \_\_ at segment \_\_\_\_\_ offset \_\_\_\_\_.

and

WHEREAS, it was one of the conditions of the award of the Secretary of Transportation, acting for and on behalf of the Municipality, 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 by the Municipality.

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 Municipality, complete the work contracted for, and shall save harmless the Municipality 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 Municipality 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

# ECMS Highway Construction Contract 61623

or the giving by the Municipality of any extension of time for the performance of the contract or any other forbearance on the part of either the Municipality 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

## Attorney-in-Fact Certification

\*The undersigned attorney-in-fact by executing this Performance Bond certifies that he/she is licensed with the company named as surety for this bond and that to the best of his/her knowledge the said surety is licensed with the Pennsylvania Insurance Department.

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## Bond Workflow Status

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Status	Name	Disposition	Date/Time
Draft	Patrick Billing/PennDOT BP-000670	Submit	03/16/2005 10:57 AM
Producer Review	000591 Bond Approver B Producer/PennDOT BP-000591	Sign	03/16/2005 11:06 AM
Contractor Review	Patrick Billing/PennDOT BP-000670-CEO	Sign	03/16/2005 11:07 AM
BOD CMD Review	Dottie Bod Cmd Chief/PennDOT	Accept	03/16/2005 11:09 AM

## PAYMENT BONDS

**Surety Company:** ST Insurance Co  
**Bonding Agency:** Bonding Company  
**Producer:** 000591 Bond Approver A  
Producer/PennDOT  
BP-000591  
**Co-Insurer:** No

**Status:** Accepted  
**Bond Number:** 4455667878877777  
**Bond Amount:** \$332,860.00

**NAIC:** 12345

KNOW ALL MEN BY THESE PRESENTS, That we, **Bailey Contracting, Inc.** of **340 Main Street, Mechanicsburg, PA 17050** as PRINCIPAL, and ST Insurance Co a corporation, as SURETY, are held and firmly bound unto the **Municipality 385** in the full and just sum of **\$332,860.00**, lawful money of the United States of America, to be paid to the said Municipality, 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 16 day of March A.D. 2005.

Whereas, the above bounden PRINCIPAL has undertaken to contract with the said Municipality covering the work identified below for approximately the sum of **\$332,860.00**.

The description and location of the project is as follows: [describe the various construction activities involved including number of lanes and number of spans as appropriate. Try to keep the total number of characters to 300.] and other miscellaneous construction, all as indicated on the drawings approved \_\_\_\_\_ for STATE ROUTE \_\_\_\_\_, SECTION \_\_\_\_\_, in \_\_\_\_\_ COUNTY \_\_\_\_\_ CITY/BOROUGH/TOWNSHIP from approximately \_\_ (geographical reference) \_\_ at segment \_\_\_\_\_ offset \_\_\_\_\_ to approximately \_\_ (geographical reference) \_\_ at segment \_\_\_\_\_ offset \_\_\_\_\_.

and

WHEREAS, it was one of the conditions of the award of the Secretary of Transportation, acting for and on behalf of the Municipality, 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 by the Municipality.

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

The PRINCIPAL and SURETY hereby, jointly and severally, agree with the obligee herein that any individual, firm, partnership, association or corporation, which has performed labor or furnished material in the prosecution of the work as provided, and any public utility which has rendered services in, or in connection with, the prosecution of such work, and

# ECMS Highway Construction Contract 61623

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 Municipality 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 Municipality of any extension of time for the performance of the contract or any other forbearance on the part of either the Municipality or the Principal to the other shall not in any way release the PRINCIPAL and the SURETY or SURETIES or either or any of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the SURETY or SURETIES of any such alteration, extension, or forbearance being hereby waived.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond under seal the day and year first above written.

## Attorney-in-Fact Certification

\*The undersigned attorney-in-fact by executing this Payment Bond certifies that he/she is licensed with the company named as surety for this bond and that to the best of his/her knowledge the said surety is licensed with the Pennsylvania Insurance Department.

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## Bond Workflow Status

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Status	Name	Disposition	Date/Time
Draft	Patrick Billing/PennDOT BP-000670	Submit	03/16/2005 11:03 AM
Producer Review	Patrick Billing/PennDOT BP-000670	Rescind	03/16/2005 11:11 AM
Draft	Patrick Billing/PennDOT BP-000670	Submit	03/16/2005 11:13 AM
Producer Review	000591 Bond Approver A Producer/PennDOT BP-000591	Sign	03/16/2005 11:15 AM
Contractor Review	Patrick Billing/PennDOT BP-000670-CEO	Sign	03/16/2005 11:15 AM
BOD CMD Review	Dottie Bod Cmd Chief/PennDOT	Accept	03/16/2005 11:17 AM

# INSURANCE

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## Smith's Insurance

100 Prudential Lane  
Harrisburg, PA 17111

**Company:** Prudential Insurance  
**Policy:** 112233445566778899  
**Expiration:** 03/31/2006



## MBE/WBE COMMITMENT

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**MBE/WBE:** 0% / 10%

**Approved:** 0.00% / 10.51%

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**Self Contained:** No

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

**Request for Good Faith Effort Evaluation:** No

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<b>Business Partner</b>	<b>Business Type</b>	<b>%</b>	<b>Date/Time</b>
Contractor P	Subcontractor	10.51	03/16/2005 07:55 AM

# ECMS Highway Construction Contract 61623

## Contractor P

### Prime

**Contact:** Patrick Billing  
**Phone:** 717-555-1212  
**MBE / WBE:** 0% / 10%

**BEO Form Status:** Approved  
**Revision Number:** 0

### MBE / WBE

**Business Partner:** Contractor P  
**Type:** WBE  
**Contact:** Bill Jones  
**Phone:** 717-444-1333  
**DBE JVT%:** 0  
**Certification:** xxxx  
**Cert. Expiration:** 12/31/2005

**Agreement Amount:** \$35,000.00  
**% of Bid:** 10.51  
**Mobilization:** \$1,000.00  
**Starting:** 03/16/2005  
**Completion:** 03/31/2006  
**Business Type:** Subcontractor

### Items

Item	Description	Unit of Measure	Quantity
0518-7500	TEST INCENTIVE PAYMENT	DOLLA	5,000
0203-0001	CLASS 1 EXCAVATION	CY	2,500
0202-0003	DEMOLITION	LS	1

### Partial Items

None

### Comment

None

### Workflow

Status	Name	Disposition	Date/Time
Draft	Patrick Billing/PennDOT BP-000670	Submit	03/16/2005 07:33 AM
Awaiting Acknowledgment	Patrick Billing/PennDOT BP-000670	Correct	03/16/2005 07:51 AM
Draft	Patrick Billing/PennDOT BP-000670	Submit	03/16/2005 07:52 AM
Awaiting Acknowledgment	Contractor Principal 442/PennDOT BP-000442	Acknowledged	03/16/2005 07:53 AM
Acknowledged	Patrick Billing/PennDOT BP-000670	Submit	03/16/2005 07:55 AM

# ECMS Highway Construction Contract 61623

BEO Review

Dottie Beo/PennDOT

Approve

03/16/2005 08:21 AM

# PLANS

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**Plans**

None

**Supplemental Plans**

None

**Addendum**

# ATTACHMENTS

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**Reviews**

None

**Contract Award Items**

None

**Local Agreements and Coordination**

None

**Environmental Clearances**

None

**Permits**

None

**Right of Way**

None

**Survey**

None

**Utilities Clearance**

None

**Utility Engineering**

None

**Construction Items**

None

**Structures and Geotechnical**

None

**Railroad Coordination**

None

**Traffic**

None

**Construction Coordination**

None

**Maintenance Items**

None

**Estimates**

None

**Project-Specific Checklist Items**

None

**Comments:**

**Addendum**