

# **ECMS Highway Construction**

**Contract: 71332**

**Contractor B 98-7654980**

**test**

**555-555-5555 (phone)**

**ecms426@yahoo.com**

Prime Business Partner

**ALLEGHENY County**

**SR 0000, Section 000**

**R26.1-B-ST-WJT**

Location

**1-00080-0-7-GR1-0220-378**

State Project

**April 26, 2005**

Bid Opening

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# CONTRACT

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

**Addendum No. 1**, (A1), dated 04/26/2005

**Addendum No. 2**, (A2), dated 04/26/2005

THIS AGREEMENT, Made this **26** day of **April** A.D. **2005**, between the Commonwealth of Pennsylvania by the Secretary of Transportation, hereinafter called the Commonwealth and **Contractor B** 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 **\$13,431,854.00** 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:

R26.1-B-ST-WJT. 2nd Addendum

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

4. The Contractor covenants and agrees that all work (including, but not limited to, all labor performed and all materials supplied) on this project shall be performed and completed to the satisfaction of the Chief Highway Engineer of the Department of Transportation on or before the expiration date of **12/31/2008**. 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

## ECMS Highway Construction Contract 71332

deducted or remitted under this paragraph are liquidated damages and not penalties.

5.The Contractor further covenants and warrants that the Contractor has had sufficient time to examine and has examined the site of the contract work to ascertain for itself those conditions such as may be determined by inspection, investigation, and inquiry, including the location, accessibility, and general character of the site.

6.The Contractor further covenants that he has not relied upon any information provided by the Department, including information contained in the Special Provisions, concerning the time within which publicly or privately-owned facilities below, at or above the ground are expected to be installed, removed, repaired, replaced, and/or relocated; that he has not relied upon any information provided by the Department concerning the location or existence of all such facilities that might be below, at or above the ground; that he has contacted or will contact all owner of such facilities to verify the location and position of all such facilities and the time within which work on such facilities will be performed; and that he is aware delays might be incurred in the performance of work on this project as a result of work being performed or that will be performed on such facilities by their owners. It is understood further that, notwithstanding assistance of any kind and extent that might be provided by the Department, the Contractor, in every instance, bears the ultimate responsibility of resolving all disputes of every kind with the owners of such facilities. The Contractor agrees to save and hold the Department harmless from liability for all delays, interference and interruptions that might arise during the performance of work on this project as a result of work being or that will be performed on such publicly or privately-owned facilities.

7.The Contractor further covenants and warrants that he has read, is completely familiar with and understands thoroughly the General Conditions; the Specifications of the Commonwealth of Pennsylvania, Department of Transportation, currently in effect; the Supplements, Special Provisions and/or Conditions; and any other addenda or requirements, contained in the governing the performance of work under this contract, whether attached hereto and made a part hereof, or incorporated herein by reference.

8.It is distinctly understood and agreed that the Contractor shall not do any work (including, but not limited to, the supply of labor and/or materials) not covered by the specifications and the contract, unless such work has been authorized in writing as provided in the Specifications. In no event shall the Contractor incur any liability by reason of refusing to obey any verbal directions or instructions that he might be given to perform additional or extra work. Likewise, the Department will not be liable for any work performed as additional or extra work, unless such work is required of the Contractor in writing as provided in the Specifications. All such work which might have been performed by the Contractor without such written order first being given shall be at the Contractor's risk, cost, and expense, and the Contractor hereby covenants and agrees that, without such written order, he shall make no claim for compensation for such unauthorized work.

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

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

11.The Contractor shall accept, insofar as the work covered by the contract is concerned, the provisions of the 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.C conditioned upon compliance by the Contractor with all pertinent conditions and procedures contained in the contract,

# ECMS Highway Construction Contract 71332

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 the Act October 5, 1978, P.L.1104, No, 260.

14.If the total amount of the Contractor's claims arising from disputes pertaining to this contract does not exceed three hundred dollars (\$300.00), or if, for any reason, the Act of October 5, 1978, P.L.1104, No, 260, 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:** 71332  
**Certified Fund Available Under Activity Program:** 378  
**Symbol:** 010-008-185- - wjt  
**Amount:** \$13,431,854.00

## **Contract Workflow Status**

<b>Status</b>	<b>Name</b>	<b>Disposition</b>	<b>Date/Time</b>
Draft	Wanda J Taylor/PennDOT	Award	04/26/2005 04:43 PM
Contractor Review	Contractor Principal 426/PennDOT BP-000426-Owner	Sign	04/26/2005 04:44 PM
BOD CMD Review	Wanda J Taylor/PennDOT	Accept	04/26/2005 04:45 PM
BOD Director Review	Wanda J Taylor/PennDOT	Sign	04/26/2005 04:46 PM
Chief Counsel Preliminary Review	Wanda J Taylor/PennDOT	Accept	04/26/2005 04:46 PM
Chief Counsel Final Review	Wanda J Taylor/PennDOT	Accept	04/26/2005 04:46 PM
Comptroller Review	Wanda J Taylor/PennDOT	Accept	04/26/2005 04:46 PM
CMD Execute	Wanda J Taylor/PennDOT	Submit	04/26/2005 04:49 PM

# Addenda

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## Addendum : 1

**Description:**

R26.1-B-ST-WJT. Project that has addendum added prior to publishing the bid package. (No move let date addendum, though)and multiple addenda after that.

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**Estimated Project:** \$1,740,354.00  
**Federal Project Status:** Federal Oversight  
**DBE:** 2%  
**Structure Work:** 25.86%  
**Wage Rates:** Yes  
**Project Type:** Standard  
**State Type of Work:** RECONSTRUCTION  
**Prequalification Required:** Yes  
**Pre-Bid Meeting:** Optional  
**Scheduled Let:** 05/09/2005 11:00 AM  
**New Let:**  
**Anticipated NTP:** 05/09/2005  
**Required Completion:** 12/31/2008

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**Additional Information**

None

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**Item and Quantity**

Added, modified, and deleted items

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**Special Provision**

Added, modified and deleted SP's

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**Other**

Pre-Bid Meeting now Optional

# ECMS Highway Construction Contract 71332

## Addendum : 2

### Description:

R26.1-B-ST-WJT. 2nd Addendum

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**Estimated Project:** \$13,431,854.00  
**Federal Project Status:** Non - Federal (100% State)  
**MBE/WBE:** 1% / 0%  
**Structure Work:** 90.46%  
**Wage Rates:** No  
**Project Type:** Standard  
**State Type of Work:** DRAINAGE IMPROVEMENT  
**Prequalification Required:** No  
**Pre-Bid Meeting:** None  
**Scheduled Let:** 05/09/2005 11:00 AM  
**New Let:**  
**Anticipated NTP:** 05/09/2005  
**Required Completion:** 12/31/2008

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### Additional Information

None

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### Item and Quantity

added, deleted, modified

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### Special Provision

added, deleted, modified

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### Other

No Pre-Bid Meeting



## BID ITEMS

Item	Description	Quantity	Unit Price	Item Total	Addendum
0201-0001	CLEARING AND GRUBBING	1.000	\$40,000.00	\$40,000.00	
0204-0105	CLASS 3 EXCAVATION	150,000.000	\$3.00	\$450,000.00	1
0409-1363	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE (LEVELING), PG 64-22, < 0.3 MILLION ESALS, 12.5 MM MIX, SRL-G	2,000.000	\$78.98	\$157,960.00	1
0491-0070	MILLING OF BITUMINOUS PAVEMENT SURFACE, VARIABLE DEPTH	100,000.000	\$0.45	\$45,000.00	
0516-2058	CONCRETE PAVEMENT PATCHING, TYPE C, 14" DEPTH	4,000.000	\$66.00	\$264,000.00	1
0590-3001	CRACK CLEANING AND SEALING	1,100,000.000	\$0.25	\$275,000.00	1
0601-8032	24" REINFORCED CONCRETE PIPE, TYPE A, 50' - 1.5' FILL	1,000.000	\$35.78	\$35,780.00	
0653-0101	PAVED SHOULDERS, TYPE 3	2,000.000	\$4.50	\$9,000.00	
0654-0101	PAVED SHOULDERS, TYPE 4	1,000.000	\$7.86	\$7,860.00	
0656-0001	PAVED SHOULDERS, TYPE 6	500.000	\$9.87	\$4,935.00	
0802-0001	TOPSOIL FURNISHED AND PLACED	250,000.000	\$1.23	\$307,500.00	2
0803-0002	PLACING STOCKPILED TOPSOIL MIXTURE	900,000.000	\$0.12	\$110,700.00	
0804-0011	SEEDING AND SOIL SUPPLEMENTS - FORMULA B	2,500.000	\$7.98	\$19,950.00	
0808-3030	SUGAR MAPLE - (6' HT., BRANCHED, B.R.)	100.000	\$24.56	\$2,456.00	
0808-3352	WILLOW OAK - (2" CAL. B&B)	100.000	\$4.78	\$478.00	
0808-3582	WASHINGTON HAWTHORN - (6' HT. B&B MULTI-STEMMED)	200.000	\$2.12	\$424.00	
0808-4571	LEATHERLEAF VIBURNUM - (3' HT. B&B)	100.000	\$4.55	\$455.00	

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Item	Description	Quantity	Unit Price	Item Total	Addendum
0808-4762	JAPANESE ANDROMEDA - (24" HT. B&B)	100.000	\$3.56	\$356.00	
1001-0000	CLASS AAA CEMENT CONCRETE	100,000.000	\$117.00	\$11,700,000.00	2

**Contract Total:** \$13,431,854.00

**Bid Total:** \$13,431,854.00

## SPECIAL PROVISIONS

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### G12500A - District 8-0 All Projects

**Addendum :** 1  
**Associated Item(s):** 0656-0001

**Header:**

**Provision Body:**  
dssdfsdfsdfsdfsdfdf

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### 00 - How to Clear and Grub

**Addendum :** None  
**Associated Item(s):** 0201-0001

**Header:**

**Provision Body:**

This special provision described in detail PennDOT's standards for clearing and grubbing terrain.

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### 00 - How to Plant Trees and Shrubs

**Addendum :** None  
**Associated Item(s):** 0802-0001  
0803-0002  
0804-0011  
0808-3030  
0808-3352  
0808-3582  
0808-4571  
0808-4762

**Header:**

Process for planting trees and shrubs along Pennsylvania roadsides.

**Provision Body:**

You dig a big hole, 3x the size of the root ball. You put fertilized, aerated material in the whole and plant the tree or shrub, making sure the crown of the ball is level with the grade of the land. Fill the hole with water. After the water is absorbed, fill the hole with topsoil. Then water, filling and waiting until the water is absorbed. Do this 3 more times. Water daily for

a month.

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## G1116A - PS Test Special Provision

**Addendum :** None

**Associated Item(s):** 0420-0283  
0491-0070

**Header:**  
Header

**Provision Body:**

The company embraced the technology to do exactly what it was designed for: sharing information with business partners over the Internet. But even this leading-edge user is staying clear of the most recent Web services standards for security and more--because they're too confusing.

"A lot of different organizations have gotten involved in Web services specifications, and some of them overlap," said Andy Miller, vice president of technical architecture at Corporate Express.

Instead of experimenting with the latest capabilities, Corporate Express is sticking with the most basic communication and data-formatting Web services standards. "We're just trying to keep it simple because we have no idea how this stuff is going to go," he said.

News.context

What's new:

Dueling standards are roiling efforts to advance Web services, intended to be the framework that lets companies exchange information over the Internet.

Bottom line:

Some companies are reluctant to spend on Web services until conflicts are ironed out. An industry consortium, WS-I, is making some progress in enlisting developers and cleaning up the standards mess.

For more info:

Track the players

Miller's decision underscores the confusion about Web services, a dizzying number of technical specifications for making programs exchange data over the Internet. Web services specifications are being developed in different standards bodies without a unifying authority. Without clear direction on standards, the payoff of the massive industry bet on Web services could be delayed--or derailed--because customers are sitting on the sidelines of a politicized and contentious standards process.

"Until we see more clarity and unification of Web service standards, then our IT purse strings will stay closed on new investments," said a publishing company's security expert, who wished to remain anonymous.

Attempting to rise above the noise from numerous standards bodies, an industry consortium called the Web Services Interoperability organization (WS-I) is stepping up its efforts to clear up confusion. But as it takes on more advanced Web services capabilities, including such important technologies as "reliable messaging," the group faces a fresh set of challenges sorting through the infighting among vendors.

The WS-I was formed two years ago to provide guidelines and tests to ensure that Web services products from different providers interoperate as advertised. The group, whose members include more than 100 technology vendors, has eschewed the traditional standards body model, in which a group of experts tackle a specific issue and then publish technical blueprints. The WS-I instead puts out technical guidelines to ensure that Web services products from different providers can work together.

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Web services

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company-specific news in our  
expanded GUTS section.

The WS-I offers a sort of Web services seal of approval, providing certification that Web services adhere to standards put

out by other standards organizations, such as the World Wide Web Consortium (W3C), the Organization for the Advancement of Structured Information Standards (OASIS) or the Internet Engineering Task Force (IETF).

Last year, the group, whose members include both technology companies and customers, released a "basic profile," a set of tests and sample applications to measure whether Web services products from different providers are interoperable. Later this summer, it will publish a security profile advising how to effectively work with a number of Web services-related security standards, WS-I executives told CNET News.com.

## Getting the message

Once the security profile is complete, the WS-I expects to take on reliable messaging, an important technology for the use of Web services as a replacement for proprietary integration software. While there was a good deal of agreement in the first phase of basic Web services protocols, there is a significant rift between backers of different reliable messaging proposals, pitting IBM, Microsoft, BEA Systems and their technical partners against Oracle, Sun Microsystems, Hitachi and others.

The rivalry among two reliable messaging specifications is so intense that one software executive decried IBM's "assassination attempt" of the Web services Reliable Messaging spec (WS-RM), which is now being developed through the standards body OASIS. An IBM executive had provided a technical critique of that specification in a meeting at the end of April. IBM, Microsoft, BEA and Tibco are backing an alternate proposal, which has not been submitted to a standards body.

The WS-I plans to convince the dueling groups to eventually merge the work from the technical committees, said Tom Glover, an IBM executive and the chairman of the WS-I board.

"There's an agreement that we need to do a reliable messaging profile. That's placing pressure of some form on people who are supporting various proposals to come together and find agreement," Glover said.

## Too many cooks, too soon

Other conflicts, born of parallel standardization efforts, also need resolution. Earlier this month, executives from 11 technology companies sent an open letter to the W3C requesting that an advisory committee be formed to find "convergence" between the two Web services specifications.

The uncoordinated standards processes stems from the practice of "forum swapping," in which vendors submit their existing technology to a standards body that best suits their needs, said Andrew Updegrave, an attorney with Gesmer Updegrave.

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"The practice is currently running riot in the Web services area, where a varying group of companies that usually includes Microsoft, IBM, BEA and a few other companies 'pre-bake' the standard, and then offer it to a standards body," said Updegrove, a standards expert.

The "pre-baking" companies say the practice results in faster and better technical specifications. Scott Dietzen, BEA's chief technology officer, is responsible for standards work at BEA. He said IBM, Microsoft and BEA should be the ones doing a first take on technical specifications, such as reliable messaging and business process workflow, because they have the market share and the experience.

"You can't bring 20, 30 vendors together and design something successful. Plus, we already had a lot of IP (intellectual property) in place," Dietzen said. "A bunch of the vendors that weren't invited to the party are angry, but the model is working."

At the time of the WS-I's creation, the newly formed group demonstrated that even an industrywide agreement on the same standards did not erase longstanding rivalries. Sun Microsystems was originally shut out of the WS-I's founding membership at Microsoft's request, prompting CEO Scott McNealy to decry the newfound group's "political shenanigans." Sun eventually joined the WS-I and last year was elected to its board.

The WS-I has tried to take on the role of arbiter in the political wrangling among different members by making decisions based on the technical merits of different specifications and market acceptance, WS-I executives said. An outcome of two similar but slightly incompatible Web services standards is unacceptable, said Andy Astor, an executive at integration software company WebMethods and a member of the WS-I's board.

"Is the decision process optimal? Well, it is market-driven," Astor said. "Is there a technical meritocracy? Absolutely. Is there politics and financial clout involved? Of course there is."

WS-I's Glover argues that competition among proposed standards benefits the customer by providing more mature technical results in the long run, even if it causes some short-term confusion. Since the WS-I is not attached to a single standards body, the guidelines and tests it releases take into account the work of multiple standards groups, he added.

"The WS-I concept is intriguing, but a better fix would be for the (standards) consortia themselves to get it right to start with."

--Standards expert Andrew Updegrove

Technology vendors that are members of WS-I concede that they'd like technical guidelines and tests to come out quicker, which would help spur adoption among customers. But given the complexity of the task, the WS-I's work cannot

go much faster than it already is, said Girish Juneja, senior vice president of product management at Web services company Sarvega.

Although the WS-I has the support of many vendors, its work has yet to prove indispensable to the customers buying Web services software, said Tom Rhineland, an analyst at research firm New Rowley Group. "The WS-I is great in that they absolutely want everything and anything working together. But is it critical? It doesn't seem to be a driving force in the industry."

There is an early indication that the WS-I standards compliance guidelines are catching on with one all-important customer--software developers. In a recent study conducted by research company Evans Data, 43 percent of developers surveyed said WS-I standards compliance was the most important feature in a programming tool.

There is a lot riding on the WS-I's effectiveness. Without adequate guidance on standards compliance, customers may end up doing custom coding to make different vendors' products work together. And a formalized standardization process, involving all the leading vendors, could give way to more ad hoc standards adoption driven by customer usage, as is the case with Microsoft Windows.

Updegrave argues that group's charter of coordinating the work of other groups exposes basic flaws in the standards process. "The WS-I concept is intriguing, but a better fix would be for the (standards) consortia themselves to get it right to start with, to avoid the force-fitting," he said

Brokerage firm Merrill Lynch, which has been working with the WS-I since late 2002, participates in the organization to help it stay in line with the latest Web services standards as they mature, said Dave Cohen, Merrill Lynch's representative at the WS-I.

The firm's strategy is to ensure that all Web services software complies with the WS-I's certifications. But because Web services standards are relatively basic right now, WS-I compliance across all of Merrill Lynch's products is a long-term goal.

Overall, Cohen said that the structure of the WS-I allows Merrill Lynch employees to interact with technology providers in a more effective manner than other standards bodies, such as the IETF or W3C.

"The WS-I provides a forum where enterprise staff can interact with the people who are writing the standards," Cohen said. "(That) forum for clarification and networking has proven invaluable."



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Attempting to rise above the noise from numerous standards bodies, an industry consortium called the Web Services

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## G101A - Release 26.1

**Addendum :** 2

**Associated Item(s):** 0601-8032

**Header:**

**Provision Body:**

**INSURANCE**

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&ML (fill in here)

&ML (fill in here)

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**1. GENERAL.**

In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, provide and carry Railroad's Protective Public Liability Insurance in the specified amounts. Also, submit a properly executed Insurance Certificate evidencing the issuance of adequate Contractor's Public Liability and Property Damage Insurance with the executed contract when it is returned to the Department.

Carry the specified insurance from the time physical work is started until all physical work required to be performed under the terms of the contract is substantially completed. Failure to carry or keep such insurance in force until all work is substantially completed will constitute a violation of the contract and in such event, the Secretary may avail himself of the remedies provided under Section 108.08.

Furnish to the railroad company a signed copy of the policy for Contractor's Public Liability and Property Damage Insurance and the signed original policy for Railroad's Protective Public Liability Insurance prior to entry upon railroad right-of-way. If any work is subcontracted, also furnish to the railroad a signed copy of the policy for Contractor's Protective Public Liability and Property Damage Insurance.

**2. RAILROAD'S PROTECTIVE PUBLIC LIABILITY INSURANCE.**

Furnish the Department evidence that, with respect to the operations the Contractor or any subcontractors perform, provide Railroad Protective &mlPublic Liability Insurance in the name of (Proper Name of Railroad) providing coverage for bodily injury, death, and property damage limited to a combined single limit of not less than two million dollars (\$2,000,000) per occurrence with an aggregate limit of not less than six million dollars (\$6,000,000) for the term of the policy.

**3. CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.**

In accordance with Sections 103.06 and 107.14, carry regular Contractor's Public Liability and Property Damage Insurance of not less than two million dollars (\$2,000,000).

**4. CONTRACTOR'S PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE**

If any work is subcontracted, furnish evidence to the Department that regular Contractor's Protective Public Liability and Property Damage Insurance of not less than two million dollars (\$2,000,000) is carried, in the Contractor's behalf.

**S16A - S00(01021) SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS:**

Addendum : None

Associated Item(s): None

Header:

Provision Body:

**SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS:**

Section 102.01, Prequalification of Contractors and Subcontractors, will not be applicable to this project.

**I47A - S00(03052) ITEM 9305-20 \_\_ (ITEM 9305-00 \_\_ ) - BASE REPLACEMENT \_\_mm ( \_\_ ")  
DEPTH \_\_ PAVEMENT**

Addendum : 2

Associated Item(s): 1001-0000

Header:

Provision Body:

**ITEM 9305-20 (ITEM 9305-00 ) - BASE REPLACEMENT mm ( ") DEPTH PAVEMENT**

I. DESCRIPTION - This work is replacing the existing pavement of the type indicated.

II. MATERIAL - Bituminous Concrete Base Course.....Section 305.2

Subbase.....Section 350.2

III. CONSTRUCTION - Excavate as specified in Section 203.3(c)3. and dispose of all unsuitable and surplus material. Construct the bituminous concrete base course as specified in Section 305.3. When indicated, construct subbase, of the thickness specified and to the bottom of the proposed base replacement, as specified in Section 350.3.

IV. MEASUREMENT AND PAYMENT - Square Meter(Square Yard).

**I57A - S00(05901) ITEM 2590- \_\_ (ITEM 0590- \_\_ ) - ACCELERATED CONCRETE PAVEMENT  
PATCHING**

Addendum : 1

Associated Item(s): 0590-3001

Header:

Provision Body:

**ITEM 2590- (ITEM 0590- ) - ACCELERATED CONCRETE PAVEMENT PATCHING**

I. DESCRIPTION - This work is construction of one course, full depth, accelerated strength, cement concrete pavement patches. Do not patch less than one lane width.

(a) Patching Joint. Section 516.1(a)



- (b) New Pavement Joint. Section 516.1(b)
- (c) Accelerated Concrete Pavement Patching, Type A. Section 516.1(c)
- (d) Accelerated Concrete Pavement Patching, Type B. Section 516.1(d)
- (e) Accelerated Concrete Pavement Patching, Type C. Section 516.1(e)

## II. MATERIAL - Section 516.2 modified as follows:

- (a) Cement Concrete - Class AA. Delete this section and replace with the following:

Accelerated Cement Concrete. Section 704, except delete Table A. Provide concrete for acceptance having a 28-day minimum compressive strength of 26 Mpa(3750 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 10 MPa(1500 psi) at 7 h when tested in accordance with PTM No. 604. Deliver concrete to the work site at a temperature between 18 C(65F) and 32 C(90F).

- (g) Concrete Curing Materials. Delete this section and replace with the following:

Section 711.1(b) and Sections 711.2(a), Type 2, and 711.2(b)

- (h) Concrete Admixtures. Add the following:

If accelerating admixtures are used, provide only accelerating admixtures which do not contain chlorides.

## III. CONSTRUCTION - Section 516.3 with additions and modifications as follows:

- (a) General. Add the following:

Prepare a quality control plan as specified in Section 106 and submit it for review. Detail appropriate action points for all phases of construction, including concrete mixing and curing, joint sawing and sealing, and sampling and testing for opening to traffic.

Do not place concrete if the ambient temperature falls below 7 C(45F). Before placing concrete, ensure adequate equipment and trained personnel are available, and sufficient hauling units scheduled, to maintain continuity in placement.

- (j) Curing of Concrete. Delete this section and replace with the following:

Cure concrete in accordance with Section 501.3(k)1.b or using approved curing insulation materials. Apply white membrane-forming curing compound in accordance with Section 501.3(k)1.c. Black membrane-forming curing compound may be used provided the patch area will not be accessible to traffic prior to placement of a surface course. Discontinue use of black membrane-forming curing compound if it performs unsatisfactorily as a curing agent, and resume curing by other methods as specified. Cure test cylinders under the same conditions as the concrete pavement patch. Provide insulation or heating of patches if the ambient temperature drops below 27 C(80F) during the curing operation. Control the curing temperature and monitor at least hourly to ensure that the concrete pavement patch does not experience a temperature change in excess of 5 C(40F) within any 1 hour period during the curing operation. If a temperature change in excess of 5 C(40F) occurs in the concrete pavement patch within any 1-hour period, the work will be considered defective.

- (q) Opening to Traffic. Replace with the following:

Obtain samples of plastic concrete, for compressive strength testing for opening to traffic, from each 76 m<sup>3</sup>(100 cubic yards) or fraction thereof of the day's placement, and, unless otherwise required, from the last mixer load of the day, in accordance with the approved quality control plan. Sample locations will be selected in accordance with PTM No. 1. Test concrete for compressive strength, in accordance with PTM No. 604, at the time of opening to traffic. Concrete lots that have not attained a minimum compressive strength of 8.3 MPa(1200 psi) at the time of opening to traffic will be considered defective work.

Add the following new subsection:

- (r) Defective Work. Remove and replace concrete pavement patches that are considered defective, at no cost to the Department. The 28-day minimum compressive strength testing for acceptance will not be conducted for any work that is considered defective.

## IV. MEASUREMENT AND PAYMENT - Section 516.4

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**G25668A - TEST - Carriage Returns in Before and After Para**

**Addendum :** None

**Associated Item(s):** None

**Header:**

Header With Carriage Returns In It

**Provision Body:**

Body body  
do be

## PERFORMANCE BONDS

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**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:** 2  
**Bond Amount:** \$13,431,854.00  
**NAIC:** 12345

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KNOW ALL MEN BY THESE PRESENTS, That we, **Contractor B** of **test, test, PA 17022** as PRINCIPAL, and ST Insurance Co a corporation, as SURETY, are held and firmly bound unto the **Commonwealth of Pennsylvania** in the full and just sum of **\$13,431,854.00**, 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 26 day of April A.D. 2005.

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 **\$13,431,854.00**.

R26.1-B-ST-WJT. 2nd Addendum

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

# ECMS Highway Construction Contract 71332

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.

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## Bond Workflow Status

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Status	Name	Disposition	Date/Time
Draft	Contractor Principal 426/PennDOT BP-000426	Submit	04/26/2005 04:26 PM
Producer Review	000591 Bond Approver A Producer/PennDOT BP-000591	Sign	04/26/2005 04:29 PM
Contractor Review	Contractor Principal 426/PennDOT BP-000426-Owner	Sign	04/26/2005 04:30 PM
BOD CMD Review	Dottie Bod Cmd Chief/PennDOT	Accept	04/26/2005 04:33 PM

## PAYMENT BONDS

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**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:** 1  
**Bond Amount:** \$13,431,854.00  
**NAIC:** 12345

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KNOW ALL MEN BY THESE PRESENTS, That we, **Contractor B** of **test, test, PA 17022** as PRINCIPAL, and ST Insurance Co a corporation, as SURETY, are held and firmly bound unto the **Commonwealth of Pennsylvania** in the full and just sum of **\$13,431,854.00**, 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 26 day of April A.D. 2005.

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 **\$13,431,854.00**.

R26.1-B-ST-WJT. 2nd Addendum

and

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

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

The PRINCIPAL and SURETY hereby, jointly and severally, agree with the obligee herein that any individual, firm, partnership, association or corporation, which has performed labor or furnished material in the prosecution of the work as provided, and any public utility which has rendered services in, or in connection with, the prosecution of such work, and which has not been paid in full therefor, may sue assumpsit on this Payment Bond in his, their, or its own name and may prosecute the same to final judgement for such sum or sums as may be justly due to him, them, or it, and have execution thereon. Provided, however, that the Commonwealth shall not be liable for the payment of any costs or expenses of such

# ECMS Highway Construction Contract 71332

suit.

Recovery by any individual, firm, partnership, association or corporation hereunder shall be subject to the provisions of the "Public Works Contractors' Bond Law of 1967", Act No. 385, approved December 20, 1967, P.L. 869, which Act shall be incorporated herein and made a part hereof, as fully and completely as though its provisions were fully and at length herein recited.

It is further provided that any alteration which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Commonwealth of any extension of time for the performance of the contract or any other forbearance on the part of either the Commonwealth or the Principal to the other shall not in any way release the PRINCIPAL and the SURETY or SURETIES or either or any of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the SURETY or SURETIES of any such alteration, extension, or forbearance being hereby waived.

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

## Attorney-in-Fact Certification

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

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## Bond Workflow Status

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Status	Name	Disposition	Date/Time
Draft	Contractor Principal 426/PennDOT BP-000426	Submit	04/26/2005 04:26 PM
Producer Review	000591 Bond Approver A Producer/PennDOT BP-000591	Sign	04/26/2005 04:28 PM
Contractor Review	Contractor Principal 426/PennDOT BP-000426-Owner	Sign	04/26/2005 04:29 PM
BOD CMD Review	Dottie Bod Cmd Chief/PennDOT	Accept	04/26/2005 04:33 PM

# INSURANCE

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**Wee Take U, Inc.**

1 Main St.  
Anytown, PA 19888

**Company:** Dowee Cheatum and How

**Policy:** 123456789

**Expiration:** 12/31/2008

## MBE/WBE COMMITMENT

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**MBE/WBE:** 1% / 0%  
**Approved:** 1.00% / 0.00%

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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 S	Trucking	1.00	04/26/2005 04:25 PM



# ECMS Highway Construction Contract 71332

## Contractor S

### Prime

**Contact:** Mrs. B  
**Phone:** 717-717-7171  
**MBE / WBE:** 1% / 0%

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

### MBE / WBE

**Business Partner:** Contractor S  
**Type:** MBE  
**Contact:** Mr. S  
**Phone:** 717-717-7171  
**DBE JVT%:** 0  
**Certification:** xxxx  
**Cert. Expiration:** 12/31/2005

**Agreement Amount:** \$134,319.00  
**% of Bid:** 1  
**Mobilization:** \$1,000.00  
**Starting:** 05/01/2005  
**Completion:** 06/30/2005  
**Business Type:** Trucking

### Items

None

### Partial Items

Item	Description	Unit of Measure	Quantity
1001-0000	CLASS AAA CEMENT CONCRETE	CY	100,000

### Comment

None

### Workflow

Status	Name	Disposition	Date/Time
Draft	Contractor Principal 426/PennDOT BP-000426	Submit	04/26/2005 04:23 PM
Awaiting Acknowledgment	Contractor Principal 445/PennDOT BP-000445	Acknowledged	04/26/2005 04:24 PM
Acknowledged	Contractor Principal 426/PennDOT BP-000426	Submit	04/26/2005 04:25 PM
BEO Review	Dottie Beo/PennDOT	Approve	04/26/2005 04:31 PM

# 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

**Addendum**