REQUEST FOR PROPOSALS FOR

TRUCK PARKING SPACE ELECTRIFICATION AT NEW STANTON SERVICE PLAZA

ISSUING OFFICE

Pennsylvania Turnpike Commission

Business Development Department

RFP NUMBER

09-10460-1953

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REQUEST FOR PROPOSALS FOR

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GENERAL INFORMATION FOR PROPOSERS

I-1. Purpose. This request for proposals (RFP) provides interested Proposers with sufficient information to enable them to prepare and submit proposals for consideration by the Pennsylvania Turnpike Commission (Commission) to satisfy a need for Truck Space Electrification at the New Stanton Service Plaza.

I-2. Issuing Office. This RFP is issued for the Commission by

<u>Contact</u>			
Michael Schubert			
Manager of Business Development Opportunities			
Pennsylvania Turnpike Commission			

Mailing Address P.O. Box 67676 Harrisburg, PA 17106

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The Issuing Office is the sole point of contact in the Commission for this RFP.

I-3. Scope. This RFP contains instructions governing the proposals to be submitted and the material to be included therein; a description of the service to be provided; requirements which must be met to be eligible for consideration; general evaluation criteria; and other requirements to be met by each proposal.

I-4. Problem Statement. The Commission is seeking proposals from qualified firms to design, construct, operate, and maintain truck stop electrification parking spaces at the New Stanton Service Plaza. See Part IV, Work Statement, of this proposal for more detailed information.

I-5. Type of Contract. It is proposed that if a contract is entered into as a result of this RFP, it will be a Fee for Service plus Revenue Sharing. The Commission may in its sole discretion undertake negotiations with Proposers whose proposals as to price and other factors show them to be qualified, responsible, and capable of performing the work.

I-6. Rejection of Proposals. The Commission reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing Proposers.

I-7. Subcontracting. Any use of subcontractors by a Proposer must be identified in the proposal. During the contract period use of any subcontractors by the selected Proposer that were not previously identified in the proposal must be approved in advance in writing by the Commission.

A firm that responds to this solicitation as a prime may not be included as a designated subcontractor to another firm that responds to the same solicitation. **Multiple responses under any of the foregoing situations may cause the rejection of all responses of the firm or firms involved.** This does not preclude a firm from being set forth as a designated subcontractor to more than one prime contractor responding to the project advertisement.

I-8. Incurring Costs. The Commission is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of contract.

I.9. Questions and Answers. Written questions may be submitted to clarify any points in the RFP which may not have been clearly understood. Written questions should be submitted to the Issuing Office at the address indicated above to be received no later than July14, 2009. All questions and written answers will be issued as an addendum to and become part of this RFP.

I-10. Addenda to the RFP. If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be posted to the Commission's website under the original RFP document. It is the responsibility of the Proposer to periodically check the website for any new information or addenda to the RFP.

The Commission may revise a published advertisement. If the Commission revises a published advertisement less than ten days before the RFP due date, the due date will be extended to maintain the minimum ten-day advertisement duration if the revision alters the project scope or selection criteria. Firms are responsible to monitor advertisements/addenda to ensure the submitted proposal complies with any changes in the published advertisement.

I-11. Response. To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Wanda Metzger, on or before **12:00 p.m. local time, July 30, 2009.** The Pennsylvania Turnpike Commission is located at 700 South Eisenhower Boulevard, Middletown, PA 17057 (Street address). Our mailing Address is P. O. Box 67676, Harrisburg, PA 17106.

Please note that use of U.S. Mail delivery does not guarantee delivery to this address by the above-listed time for submission. Proposers mailing proposals should allow sufficient delivery time to ensure timely receipt of their proposals. If the Commission office location to which proposals are to be delivered is closed on the proposal response date, due to inclement weather, natural disaster, or any other cause, the deadline for submission shall be automatically extended until the next Commission business day on which the office is open. Unless the Proposers are otherwise notified by the Commission, the time for submission of proposals shall remain the same.

I-12. Proposals. To be considered, Proposers should submit a complete response to this RFP, using the format provided in PART II. Each proposal should be submitted in **five (5)** copies to the Contracts Administration Department. No other distribution of proposals will be made by the Proposer. Each proposal page should be numbered for ease of reference.

Proposals must be signed by an official authorized to bind the Proposer to its provisions and include the Proposer's Federal Identification Number. For this RFP, the proposal must remain valid for at least **120** days. Moreover, the contents of the proposal of the selected Proposer will become contractual obligations if a contract is entered into.

Each and every Proposer submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written or telefax notice received at the Commission's address for proposal delivery prior to the exact hour and date specified for proposal receipt. However, if the Proposer chooses to attempt to provide such written notice by telefax transmission, the Commission shall not be responsible or liable for errors in telefax transmission. A proposal may also be withdrawn in person by a Proposer or its authorized representative, provided its identity is made known and it signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification which complies with the requirements of this RFP.

I-13. Economy of Preparation. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP.

I-14. Discussions for Clarification. Proposers who submit proposals may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification.

I-15. Best and Final Offers. The Issuing Office reserves the right to conduct discussions with Proposers for the purpose of obtaining "best and final offers." To obtain best and final offers from Proposers, the Issuing Office may do one or more of the following: a) enter into pre-selection negotiations; b) schedule oral presentations; and c) request revised proposals. The Issuing Office will limit any discussions to responsible Proposers whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award.

I-16. Prime Proposer Responsibilities. The selected Proposer will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, the Commission will consider the selected Proposer to be the sole point of contact with regard to contractual matters.

I-17. Proposal Contents. Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any Commonwealth or United States statute or regulation; or (ii) by rule or order of any court of competent jurisdiction. If a contract is executed, however, the successful proposal submitted in response to this RFP shall be subject to disclosure. All material submitted with the proposal becomes the property of the Pennsylvania Turnpike Commission and may be returned only at the Commission's option. Proposals submitted to the Commission may be reviewed and evaluated by any person other than competing Proposers at the discretion of the

Commission. The Commission has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

I-18. Debriefing Conferences. Proposers whose proposals are not selected will be notified of the name of the selected Proposer and given the opportunity to be debriefed, at the Proposer's request. The Issuing Office will schedule the time and location of the debriefing. The Proposer will not be compared with other Proposers, other than the position of its proposal in relation to all other proposals.

I-19. News Releases. News releases pertaining to this project will not be made without prior Commission approval, and then only in coordination with the Issuing Office.

I-20. Commission Participation. Unless specifically noted in this section, Proposers must provide all services to complete the identified work.

I-21. Cost Submittal. Five (5) copies of the cost submittal shall be submitted and placed in a separately sealed envelope within the sealed proposal and kept separate from the technical submittal. Failure to meet this requirement may result in disqualification of the proposal.

I-22. Term of Contract. The term of the contract will commence on the Effective Date (as defined below) and shall end subject to the provisions of the Contract. **All equipment shall be installed and operational no later than April 30, 2010.** Note that because of the strict requirements of the grant, no extension will be granted. The Commission also intends to enter into a 10-year contract with selected vendor to operate and maintain the installed electrification system. The Effective Date shall be fixed by the Contracting Officer after the contract has been fully executed by the Contractor and by the Commission and all approvals required by Commission contracting procedures have been obtained. The Contractor to start performance on a date which is on or after the Effective Date.

I-23. Proposer's Representations and Authorizations. Each Proposer by submitting its proposal understands, represents, and acknowledges that:

- a. All information provided by, and representations made by, the Proposer in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement, omission or misrepresentation shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.
- b. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- c. Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to

any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed on or before the proposal submission deadline specified in the cover letter to this RFP.

- d. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Proposer, the Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the Proposer in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Proposer and except as otherwise disclosed by the Proposer in its proposal, the Proposer has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Proposer that is owed to the Commonwealth.
- h. The Proposer is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the Proposer cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- i. The Proposer has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the proposal or the specifications for the services described in the proposal.
- j. Each Proposer, by submitting its proposal, authorizes all Commonwealth agencies to release to the Commission information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

PART II

INFORMATION REQUIRED FROM PROPOSERS

Proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. Each proposal shall consist of two (2) separately sealed submittals. The submittals are as follows: (i) Technical Submittal, in response to Sections II-1 through II-6 hereof; (ii) Cost Submittal, in response to Section II-7 hereof.

The Commission reserves the right to request additional information which, in the Commission's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Commission may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the Issuing Office all such information and data for this purpose as requested by the Commission. The Commission reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Commission that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the work specified.

II-1. Statement of the Problem. State in succinct terms your understanding of the problem presented or the service required by this RFP.

II-2. Management Summary. Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

II-3. Work Plan. Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in Part IV of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained.

II-4. Prior Experience. Include experience in the Truck Parking Space Electrification installation, operation and maintenance. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to should be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

II-5. Personnel. Include the number, and names where practicable, of executive and professional personnel, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the work. Include through a resume or similar document education and experience in Truck Parking Space Electrification installation, operation and maintenance. Indicate the responsibilities each will

have in this project and how long each has been with your company. Identify subcontractors you intend to use and the services they will perform.

II-6. DBE/MBE/WBE Information. The Turnpike Commission is committed to the inclusion of disadvantaged, minority, and woman firms in contracting opportunities. Responding firms shall clearly identify DBE/MBE/WBE firms, expected to participate in this contract, in their Proposal. Proposed DBE/MBE/WBE firms must be certified by the Pennsylvania Department of General Services (www.dgs.state.pa.us) or the Pennsylvania Unified Certification Program (www.paucp.com) at the time of the submission of the proposal. If further information is desired concerning DBE/MBE/WBE participation, direct inquiries to the Pennsylvania Turnpike Commission's Contract Administration Department by calling (717) 939-9551 Ext. 4241.

II-7. Cost Submittal. The information requested in this section shall constitute your cost submittal. Five (5) copies of the Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separate from the technical submittal.

Proposers should **not** include any assumptions in their cost submittals. If the Proposer includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Proposers should direct in writing to the Issuing Office pursuant to Part I-9 of this RFP any questions about whether a cost or other component is included or applies. All Proposers will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

The total cost you are proposing must be broken down into the following components:

a. Cost per Space. Provide a cost per parking space, completely installed, which shall include all design, construction, installation, and maintenance costs. Also include any costs for utility connections/service.

b. Optional Features. Provide a cost per parking space for any optional features, if proposed.

c. Revenue to the Commission. Provide a detailed analysis of how the revenue that will be generated from the truck electrification equipment will be shared between the contractor and the Commission. Revenue should be stated in terms of a percentage of gross revenue generated by the electrification spaces.

Any costs not provided in the cost proposal will be assumed as no charge or cost to the Commission.

The selected Proposer shall only perform work on the contract after the Effective Date is affixed and the fully-executed contract sent to the selected Proposer. The Commission shall issue a written Notice to Proceed to the selected Proposer authorizing the work to begin on a date which is on or after the Effective Date. The selected Proposer shall not start the performance of any work prior to the date set forth in the Notice of Proceed and the Commission shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No Commission employee has the authority to verbally direct the commencement of any work under this Contract.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal should be (a) timely received from a Proposer; (b) properly signed by the Proposer; and (c) formatted such that all cost data is kept separate from and not included in the Technical Submittal.

III-2. Proposals will be reviewed and evaluated by a committee of qualified personnel selected by the Commission. This committee will recommend for selection the proposal that most closely meets the requirements of the RFP and satisfies Commission needs. Award will only be made to a Proposer determined to be responsive and responsible in accordance with Commonwealth Management Directive 215.9, Contractor Responsibility Program.

III-3. The following criteria will be used in evaluating each proposal:

a. Understanding the Problem. This refers to the Proposer's understanding of the Commission needs that generated the RFP, of the Commission's objectives in asking for the services, and of the nature and scope of the work involved.

b. Proposer Qualifications. This refers to the ability of the Proposer to meet the terms of the RFP, especially the time constraint and the quality, relevancy, and recency of projects completed by the Proposer. This also includes the Proposer's financial ability to undertake a project of this size.

c. Personnel Qualifications. This refers to the competence of professional personnel who would be assigned to the job by the Proposer. Qualifications of professional personnel will be measured by experience and education, with particular reference to experience on services similar to that described in the RFP. Particular emphasis is placed on the qualifications of the project manager.

d. Soundness of Approach. Emphasis here is on the Proposers approach to System Operations and Maintenance. Of equal importance is whether the technical approach is completely responsive to all written specifications and requirements contained in the RFP and if it appears to meet Commission objectives.

e. **Cost.** While this area may be weighted heavily, it will not normally be the deciding factor in the selection process. The Commission reserves the right to select a proposal based upon all the factors listed above, and will not necessarily choose the firm offering the best price. The Commission will select the Proposer that best meets its needs, at the sole discretion of the Commission.

PART IV

WORK STATEMENT

IV-1. Project Overview

Services are required involving the design, installation, operation and maintenance of a truck electrification system, using EPA-verified truck stop electrification technology, at the New Stanton Service Plaza Auxiliary Truck Parking lot, located at Milepost 77.6 westbound on the Pennsylvania Turnpike. The objective of the project is to improve air quality by significantly decreasing emissions from main engine idling of diesel powered trucks during rest periods.

The Turnpike Commission (Commission) has received a grant from the Pennsylvania Department of Environmental Protection pursuant to the American Recovery and Reinvestment Act of 2009 State Clean Diesel Grant Program for the purchase and installation of the electrification system. The Commission does not intend to contribute any additional monies to the project beyond the amount of the grant. In order to maximize the environmental benefit of the project, the Commission desires to have approximately thirty (30) truck parking spaces outfitted with the electrification system.

The Commission does not propose to contribute towards the cost of operating and maintaining the system; rather, these costs are expected to be covered by the revenue generated by user fees. The Commission will require that the revenue generated by user fees be shared with the Commission as compensation for the use of the Commission's property; however, the amount of the revenue sharing and its method of calculation are subject to negotiation with the selected proposer.

A plan of the truck parking site is attached, with the proposed location for truck electrification kiosks. Proposers should familiarize themselves with the conditions at the site.

IV-2. Scope of the Project.

Design, construction, operation and maintenance services are required in conjunction with a truck electrification system at the Commission's New Stanton Service Plaza Auxiliary Truck Parking site.

<u>Design</u>

The proposer will be responsible for all aspects of the system design. A preliminary system layout depicting the proposed location of all equipment and the identification of the truck parking spaces proposed to be outfitted must be submitted to and approved by the Commission prior to the development of detailed design drawings. Once the preliminary layout has been approved, detailed design drawings shall be developed and submitted for approval by the Commission. The design drawings shall include details relative to traffic protection during the period of system installation to ensure that the loss of truck parking spaces during construction activities will be minimized and that the flow of traffic during the

construction period will be orderly. Truck electrification equipment to be EPA approved and manufactured in the United States. All steel specified for this project must be produced in the United States. The design shall provide all details for the construction of the truck electrification system to include signage, pavement restoration and utility services. The pavement restoration must match existing pavement.

The proposer will be responsible for obtaining all permits associated with the design and construction including, but not limited to, those required by the Westmoreland County Conservation District and/or Pennsylvania Department of Environmental Protection and Pennsylvania Department of Labor and Industry. The Proposer will also be responsible for arranging for and/or installing all utility services required for the operation of the system.

After the system installation has been completed, the proposer shall provide the Commission with as-built drawings depicting all infrastructure constructed in conjunction with the installation. The proposer shall demonstrate operation of the system to the PTC.

Construction

The proposer will be responsible for all aspects of the system construction. Construction shall be undertaken in a manner as to ensure the safety of the service plaza customers and the free flow of traffic within the service plaza and auxiliary truck parking area. The Commission reserves the right to have representatives observe the construction activities; however, the proposer will be responsible for all aspects of the constructed facilities including the safety of its work force.

A pre-construction conference and final inspection with attendance by Commission representatives will be required.

Operation

The proposer shall operate the facility such that the users of the facility have access to all services 24 hours per day, 7 days per week. The operator must be able to explain the system operation, receive all appropriate methods of payment, answer questions, provide system equipment (window adapters, etc.), and address any other operational needs or issues that arise during all periods of system operation (24x7).

<u>Maintenance</u>

The proposer must provide maintenance services such that a minimum of 90% of the equipped spaces are functional at all times and work diligently to repair any equipped spaces that are out of service regardless of the type of repair needed. A modular system is preferred such that entire units can be swapped out with spare units that are readily available.

IV-3. Requirements.

Proposers must describe how they intend to complete the project, as well as provide evidence of financial capacity and the ability to indemnify the Commission against any and all claims, demands and actions based upon or arising out of any activities performed by the contractors and its employees, agents and representatives including, but not limited to, errors and omissions. The proposer must present evidence in the form of a letter from its insurance carrier regarding compliance with insurance requirements described in the attached.

Disposition of Bituminous Material. Bituminous material removed from the parking area shall be disposed of in accordance with Section 105.14 of the Commission's Specifications dated April 2009, attached as Appendix D.

Maintenance and Protection of Traffic During Construction. Traffic control devices/signing shall be furnished, installed, and maintained during installation of the truck electrification equipment in accordance with Commission Specification 901, dated October 2008, attached as Appendix E, and the applicable provisions of the Commission Standard Drawings 900, dated November 2008 attached as Appendix F.

Insurance. The Proposer shall provide and maintain insurance as specified in Appendix B as attached. The Proposer must present evidence in the form of a letter from its insurance carrier regarding compliance with insurance requirements described in the attached.

Performance and Payment Bonds. The Proposer is responsible to provide performance and payment bonds prior to commencing work at the New Stanton Service Plaza. The selected Proposer shall file with the Commission payment and performance bonds in the form reasonably acceptable to the Commission. Bonds shall be for an amount equal to the project cost of improvements at such Service Plaza and all related appurtenances to satisfy the claims of material suppliers and of mechanics and laborers employed by it on the work to complete such improvements. The bonds shall be maintained by Vendor in full force and effect until the improvements at the Service Plaza are accepted by the Commission and until all claims for materials and labor are paid.

Wage Rates. Section 1606 of ARRA requires that all laborers and mechanics employed by contractors and subcontractors on projects funded through the Federal Government pursuant to ARRA shall be paid wages not less than those prevailing on projects of a character similar in the locality as determined by the U.S. Secretary of Labor. See the applicable wage rates attached as Appendix G.

Submittal Requirements

Description of the Proposed System

The proposer shall provide a detailed description of the vendor's experience and capabilities, as well as the system proposed to be installed including:

• Services and/or functionality to be provided by the system. The minimum services required shall include heat, Air Conditioning and Electrical Service.

- User cost for the system. If different pricing tiers are offered, the identification of the cost and services offered for each tier must be identified. Additionally, if optional services are proposed to be made available, the cost of said options should be identified separately. In addition to hourly costs, the cost for required accessories such as window adaptors must be specified.
- The cost for each truck parking space proposed to be equipped. Refer to the attached plan (Appendix C) for site details.
- A detailed description of the proposer's intended method of servicing the facility. In particular, whether the proposer intends to have full-time staff on-site and if so, indicate the proposed staffing levels and facility to be used for staff. If on-site staff is not being proposed, a description as to how the service requirements will be accomplished must be provided.
- A detailed description as to how the maintenance function will be performed. The location of maintenance technicians and spare parts should be identified as well as the quantification of proposed spare parts inventories. An expected turnaround time for typical system repairs should also be identified.
- A description of the method utilized by the proposer to determine and calculate utilization rates and vehicle emission reductions.
- An explanation relative to the operation of the user terminal with an emphasis placed on the simplicity and user friendliness of the system.
- An explanation relative to available payment methods and options for making payments (truck cab, kiosk, on-line, etc).
- A preliminary schedule for the design and construction of the system to demonstrate the proposer's ability to complete the system construction such that the system will be operational no later than April 30, 2010.

IV-4. Tasks.

Included with the Technical Proposal shall be a bar chart or timeline schedule which illustrates the proposer's intended phasing of major tasks for the implementation of this project and completion dates for specific project tasks. The Technical Proposal shall also include proof that the truck stop electrification technology proposed is EPA-verified. EPA verified technology is one that has been analyzed to verify the emission reduction capability of the technology and has been approved by EPA and placed on its Verified Idle Reduction Technology list.

IV-5. Reports and Project Control.

Upon notice to proceed for the work, the proposer shall prepare and submit the following:

a. Task Plan. A plan for each task that identifies the work elements of each task, the resources assigned to the task, and the time allotted to each element and the deliverable items to be produced.

b. Status Report. A monthly progress report covering the status of the equipment installation, activities completed, , associated costs and the number of jobs created and/or preserved as a result of this project; the report should be keyed to the work plan

developed by the Proposer in its proposal, as amended or approved by the Commission. A final report shall be prepared upon completion of installation phase of the project.

c. Problem Identification Report. An "as required" report, identifying problem areas. The report should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each, and include Proposer recommendations with supporting rationale.

d. Final Report. A final report shall be submitted six (6) months after completion of installation and describe operations over that period.

(1) Abstract or summarize the result of the service in terminology that will be meaningful to management and others generally familiar with the subject areas.

(2) Summarize findings, conclusions, and recommendations.

(3) Include all supporting documentation; e.g., flow charts, forms, questionnaires, etc.

(4) Recommend a time-phased work plan for implementing the recommendations.

(5) After the start of operation, a quarterly report shall be provided that outlines use of the facility including, at a minimum, number of trucks, hours of usage, and revenue generated.

(6) After the start of operation, a yearly maintenance report shall be provided that outlines all the maintenance that was performed on the equipment. This report will include both routine maintenance as well as any repairs that were needed on any equipment. Any time that any equipment was no in service will also be included in the report.

Appendix A

<u>AGREEMENT ADDENDUM</u> <u>Implementation of the American Recovery and Reinvestment Act of 2009</u>

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, ("ARRA") was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases.

This agreement addendum addresses additional requirements applicable to ARRA funds. Subject to further guidance by the applicable Federal awarding agency, the following terms and conditions are consistent with the mandatory requirements for agreements funded by ARRA.

Be advised that ARRA funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of ARRA and related guidance. For projects funded by other sources in addition to ARRA funds, Contractors must keep separate records for ARRA funds and must ensure those records comply with the requirements of the ARRA.

The federal Government has not fully developed the implementing instructions of ARRA, particularly concerning specific procedural requirements for the new reporting requirements. The Contractor will be provided these details as they become available. The Contractor must comply with all requirements of ARRA. In the event there is any inconsistency between these ARRA requirements and current award terms and conditions, the ARRA requirements will take precedence.

Contractor agrees that in consideration of receipt of Federal ARRA Funds, it will comply with all of the terms, conditions, requirements and limitations set forth below:

Definitions

A. "ARRA funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

B. "Contractor" is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

ARRA Terms & Conditions

1. <u>Revisions to Requirements.</u> Contractor acknowledges that this Addendum may be revised pursuant to ongoing guidance from the relevant Federal or Commonwealth agency regarding requirements for ARRA funds. Contractor agrees to abide by any such revisions upon receipt of written notification from the Commonwealth of the revisions, which will automatically become a material part of this Addendum, without the necessity of either party executing any further instrument.

2. <u>Reporting Requirements</u>. Not later than 5 days after the end of each calendar quarter, the Contractor shall submit a report to the Commonwealth that contains:

- (a) The total amount of ARRA funds received;
- (b) The amount of ARRA funds received that were expended or obligated to projects or activities;

(c) A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:

- i) the name of the project or activity;
- ii) a description of the project or activity;
- iii) an evaluation of the completion status of the project or activity;
- iv) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
- v) for infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under ARRA, and name of the person to contact at the agency if there are concerns with the infrastructure investment;

(d) Detailed information on any subcontracts or subgrants awarded by the Contractor must include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109–282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget;

(e) If required by the Commonwealth, Contractor agrees to separately identify the expenditures for each award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the Contractor reports required by ARRA;

(f) If required by the Commonwealth, Contractor shall submit backup documentation for expenditures of ARRA funds including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of the Commonwealth.

3. <u>Registrations and Identification Information</u>

(a) Contractor must maintain current registrations in the Central Contractor Registration (<u>www.ccr.gov</u>) at all times during which they have active federal awards funded with ARRA funds. A

Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<u>www.dnb.com</u>) is one of the requirements for registration in the Central Contractor Registration.

(b) If applicable, the Contractor agrees to separately identify to each sub-contractor and document at the time of award of contract or approval of application and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of ARRA funds.

4. <u>Flow Down Requirement.</u> Contractor must include these ARRA Terms and Conditions in any subcontract.

5. <u>Prohibition on Use of Funds.</u> No ARRA funds may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool, or any other items prohibited by ARRA.

6. <u>Required Job Posting.</u> All jobs created with ARRA funds shall be posted on the Commonwealth Workforce Development System at <u>https://www.cwds.state.pa.us</u>. Vendors can contact their local PaCareerLink® Office through the same website link.

7. <u>Wage Rate Requirements.</u> Section 1606 of ARRA requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

8. <u>Whistleblower Provision.</u>

(a) An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of:

(1) gross mismanagement of an agency contract or grant relating to covered funds;

(2) a gross waste of covered funds;

(3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;

(4) an abuse of authority related to the implementation or use of covered funds; or

(5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

(b) A person who believes that the person has been subjected to a reprisal prohibited by subsection (a) may submit a complaint regarding the reprisal to the appropriate U.S. Office of the Inspector General.

(c) Any employer receiving covered funds under ARRA, shall post notice of the rights and remedies as required by Section 1553 of ARRA. See <u>www.recovery.gov</u>.

9. <u>False Claims Act.</u> Contractors and subcontractors shall promptly refer to the U.S. Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

10. Environmental and Preservation Requirements. The Contractor shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the awarding Federal agency to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, the Clean Air Act, the Federal Water Pollution and Control Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the Contractor to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. The Contractor shall not undertake any project having the potential to impact EHP resources without the prior approval of the awarding Federal agency, including but not limited to communication towers, physical security enhancements, new construction, and modification to buildings that are 50 years old or greater. The Contractor must comply with all conditions placed on the project as a result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Contractor must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Contractor will immediately cease construction in that area and notify the awarding Federal agency and the Pennsylvania Historical and Museum Commission. Any construction activities that have been initiated prior to the full environmental and historic preservation review will result in a non-compliance finding.

11. <u>No Contracts with Debarred or Suspended Entities.</u> The Contractor shall not enter into any contract or subcontract with any party that has been debarred or suspended from either:

(a) contracting with the Federal Government or the Commonwealth; or

(b) participating in any Federal or Commonwealth assistance programs.

12. <u>Prohibition on Lobbying.</u>

(a) The Contractor covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any Agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Agreement.

(b) Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) and any applicable regulations are incorporated by reference and the Contractor agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

13. <u>Nondiscrimination Provisions.</u> The Contractor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor's performance under this Agreement. Accordingly, and to the extent applicable, the Contractor covenants and agrees to comply with the following:

(a) On the basis of race, color or national origin, in Title V I of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) as implemented by applicable regulations.

(b) On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 (3 CFR, 1964-1965 Comp. pg. 339), as implemented by applicable regulations.

(c) On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by applicable regulations.

(d) On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by applicable regulations.

(e) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by applicable regulations.

14. <u>DBE Provisions.</u> The Contractor shall comply with all applicable federal Disadvantaged Business Enterprises (DBE) requirements related to DBE programs. In the event there are no federal DBE programs applicable to this agreement, the Contractor shall comply with the Pennsylvania Department of General Services (DGS) policy for contracting (<u>http://www.portal.state.pa.us/portal/server.pt/community/bureau_of_minority_and_women_business_opportunities/1358</u>). In the event this agreement is a grant agreement not covered by federal DBE requirements, the Contractor shall use reasonable and good faith efforts to solicit and utilize DGS-certified Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) for those contracting, subcontracting and purchase opportunities that exist and report utilization to DGS.

15. <u>Access to Records.</u> Contractor agrees that with respect to each agreement using, in whole or in part, ARRA funds, any representative of an appropriate U.S. Inspector General appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the U.S. Comptroller General is authorized:

(a) to examine any records of the Contractor, any of its subcontractors, or any state or local agency administering such contract that pertain to, and involve transactions relating to the contract; and

(b) to interview any officer or employee of the contractor, subcontractor or agency regarding such transactions.

16. <u>Records Retention</u>. The Contractor shall retain all such contract records intact in a form, if not original documents, as may be approved by the Federal Government, for at least three (3) years following termination of a project funded by ARRA or for such longer period of time as required by the Commonwealth.

17. <u>Access to Information</u>. This contract and any records or expenditures related thereto may be subject to disclosure under the Pennsylvania Right to Know Law 65 P.S. 67.101 *et seq.* and the Freedom of Information Act, 5 U.S.C. §552.

18. <u>Compliance.</u> The Contractor shall comply with all applicable laws, regulations and program guidance. A <u>non-exclusive</u> list of statutes, regulations and/or guidance commonly applicable to Federal funds follows:

General

- Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.; 32 CFR part 26, Subpart B
- Copeland "Anti-Kickback Act", 18 U.S.C. Section 874; 29 CFR Part 3
- Contract Work Hours and Safety Standards Act, 40 U.S.C. §§327-330; 29 CFR Part 5
- Americans with Disabilities Act of 1990, as amended; 42 U.S.C. Chapter 126; 28 C.F.R. §35.101 et seq.

Administrative Requirements

- OMB Circular A-102, State and Local Governments (10/07/94, amended 08/28/07) (44 CFR Part 13)
- OMB Circular A-110, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (11/19/93, amended 09/30/99) (2 CFR Part 215)

Cost Principles

- OMB Circular A-87, State and Local Governments (05/10/04) (2 CFR Part 225)
- OMB Circular A-21, Educational Institutions (5/10/04) (2 CFR Part 220)
- OMB Circular A-122, Non-Profit Organizations (5/10/04) (2 CFR Part 230)

Audit Requirement

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (6/24/97, includes revisions published in the Federal Register 6/27/03)

19. <u>Buy American - Use of American Iron, Steel, and Manufactured Goods.</u>

Please use subsections I and II in the alternative as detailed below:

I. The following shall apply for Projects using ARRA funds for the construction, alteration, maintenance, or repair of a public building or public work when:

- the estimated value of the project is less than \$7,443,000; or
- the procurement is being conducted by local governments and municipalities; or
- the specific item being procured is not covered under the World Trade Organization Agreement on Government Procurement or other international procurement agreement. (e.g. mass transit or highway procurements, dredging service procurements, or national defenserelated procurements).

(a) *Requirement*. All iron, steel, and other manufactured goods used as construction material for the construction, alteration, maintenance, or repair of a public building or public work must be produced in the United States. This requirement shall be applied in a manner that is consistent with the laws and agreements of the United States and the Commonwealth of Pennsylvania.

(b) *Definitions*.

1. "Building or work" means construction, maintenance, alteration, or repair. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not "building" or "work" within the meaning of this definition unless conducted in connection with and at the site of such building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

2. "Construction material" means an article, material, or supply brought to the construction site by the recipient, subrecipient or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio

evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

3. "Domestic construction material" means:

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States.

4. "Foreign construction material" means a construction material other than a domestic construction material.

5. "Manufactured good or product" means a good or product used as construction material in a project that is the result of processing materials by way of machinery and/or labor that produce a substantially different article. Where the basic character, function, or kind of material processed remains the same, it is not manufactured.

6. "Manufactured construction material" means any construction material that is not unmanufactured construction material."

7. "Public building or public work" means building or work, the construction, alteration, maintenance, or repair of which, as defined in this award term, is carried on directly by authority of, or with funds of, a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.

8. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

9. "Unmanufactured construction material" means raw material brought to the construction site for incorporation into the building or work that has not been:

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

10. "United States" means the 50 States, the District of Columbia, and outlying areas including:

(i) Commonwealths: (a) Puerto Rico; (b) The Northern Mariana Islands;

(ii) Territories: (a) American Samoa; (b) Guam; (c) U.S. Virgin Islands; and

(iii) Minor outlying islands: (a) Baker Island; (b) Howland Island; (c) Jarvis Island; (d) Johnston Atoll; (e) Kingman Reef; (f) Midway Islands; (g) Navassa Island; (h) Palmyra Atoll; (i) Wake Atoll.

(c) *Domestic preference*.

1. This award term and condition implements Section 1605 of ARRA, by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States.

2. The recipient shall use only domestic construction material in performing this project, except as provided in paragraph (c)(3) and (c)(4) of this term and condition.

3. This requirement does not apply to the construction material or components listed by the Government as attached hereto. If no attachment is included, there are no exceptions.

4. The award official may add other foreign construction material to the list in paragraph (c)(3) of this term and condition if the Federal government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of domestic iron, steel, or other manufactured goods used as construction material in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of ARRA to a particular construction material would be inconsistent with the public interest.

(d) Request for determination of inapplicability of Section 1605 of ARRA.

- 1. (i) Any request to use foreign construction material in accordance with paragraph (c)(4) of this clause shall include adequate information for Government evaluation of the request, including—
 - (a) A description of the foreign and domestic construction materials;
 - (b) Unit of measure;
 - (c) Quantity;
 - (d) Price;
 - (*e*) Time of delivery or availability;
 - (f) Location of the construction project;
 - (g) Name and address of the proposed supplier; and

(*h*) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (e) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after award shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before award. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

2. If the Federal government determines after award that an exception to section 1605 of ARRA applies, the award official will amend the award to allow use of the foreign construction material. When the basis of the exception is non-availability or public interest, the amended award shall reflect adjustment of the award amount or redistribution of budgeted funds, as appropriate, to cover costs associated with acquiring or using the foreign construction material. When the basis for the exception is the unreasonable price of a domestic construction material, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

3. Unless the Federal government determines that an exception to section 1605 of ARRA applies, use of foreign construction material is noncompliant with section 1605 of ARRA.

(e) *Data*. To permit evaluation of requests under paragraph (d) of this clause based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material			
Domestic construction material			
Item 2:			
Foreign construction material			

- Domestic construction material
 - 1. [List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]
 - 2. [Include other applicable supporting information.]
 - 3. [* Include all delivery costs to the construction site.]

II. The following shall, in addition to the Pennsylvania Steel Products Procurement Act, 73 P.S. Sections 1881-1887, apply for Projects using ARRA funds for the construction, alteration, maintenance, or repair of a public building or public work with an estimated value of \$7,443,000 or more:

(a) *Requirement.* All iron and steel used in the construction, reconstruction, alteration or repair of a public building or public work must be manufactured in the United States. All other manufactured goods used as construction material for the construction, alteration, maintenance, or repair of a public building or public work must be produced in the United States or a designated country. This requirement shall be applied in a manner that is consistent with the laws and agreements of the United States and the Commonwealth of Pennsylvania.

- (b) *Definitions*. As used in this award term and condition:
 - 1. "Building or work" includes, without limitation, buildings, structures, and improvements of all

types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not "building" or "work" within the meaning of this definition unless conducted in connection with and at the site of such building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

2. "Construction material" means iron, steel, and other manufactured goods used as construction material brought to the construction site by the recipient, subrecipient, or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

3. "Designated country" means: Aruba, Australia, Austria, Belgium, Bulgaria, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom.

4. "Designated country construction material" means a construction material that

(i) Is wholly the growth, product, or manufacture of a designated country; or

(ii) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

5. "Domestic construction material" means:

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States.

6. "Foreign construction material" means a construction material other than a domestic construction material.

7. "Manufactured construction material" means any construction material that is not unmanufactured construction material."

8. "Public building or public work" means building or work, the construction, alteration,

maintenance, or repair of which, as defined in this Subpart, is carried on directly by authority of, or with funds of, a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.

9. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

10. "Unmanufactured construction material" means raw material brought to the construction site for incorporation into the building or work that has not been--

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

11. "United States" means the 50 States, the District of Columbia, and outlying areas.

(c) *Construction materials*.

1. This award term and condition implements

(i) Section 1605(a) of the American ARRA, by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of ARRA do not apply to designated country construction materials. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used as construction material in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services, or where the iron, steel or manufactured goods used as construction material in the project are from a Party. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

2. The recipient shall use only domestic or designated country construction material in performing the work funded in whole or part with this award, except as provided in paragraphs (c)(3) and (c)(4) of this term and condition.

3. The requirement in paragraph (c)(2) of this term and condition does not apply to the construction materials or components listed by the Government as attached hereto. If no attachment is included, there are no exceptions.

4. The award official may add other construction material to the list in paragraph (c)(3) of this award term and condition if the Federal government determines that:

(i) The cost of domestic construction material would be unreasonable. The cost of domestic iron, steel, or other manufactured goods used as construction material in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent; (ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of ARRA to a particular construction material would be inconsistent with the public interest.

- (d) Request for determination of inapplicability of section 1605 of ARRA or the Buy American Act.
 - 1. (i) Any recipient request to use foreign construction material in accordance with paragraph(c)(4) of this term and condition shall include adequate information for Government evaluation of the request, including—
 - (a) A description of the foreign and domestic construction materials;
 - (b) Unit of measure;
 - (c) Quantity;
 - (d) Price;
 - (*e*) Time of delivery or availability;
 - (f) Location of the construction project;
 - (g) Name and address of the proposed supplier; and

(*h*) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph(c)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (e) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after award shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before award. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

2. If the Federal government determines after award that an exception to section 1605 of ARRA applies and the award official will amend the award to allow use of the foreign construction material. When the basis of the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount or redistribution of budgeted funds, as appropriate, to cover costs associated with acquiring or using the foreign construction material. When the basis for the exception is the unreasonable price of a domestic construction material, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in paragraph (c)(4)(i) of this term and condition.

3. Unless the Federal government determines that an exception to the section 1605 of ARRA applies, use of foreign construction material other than designated country construction material is noncompliant with the applicable Act.

(e) *Data*. To permit evaluation of requests under paragraph (d) of this clause based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey

of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Quantity Measure		Price (Dollars)*
Item 1:			
Foreign construction material			
Domestic construction material			
Item 2:			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number ,email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.] [* Include all delivery costs to the construction site).]

Appendix B

CONTRACTOR'S INSURANCE -

(a) General. Do not commence work under the contract until all insurance, and insurers, under this section have been obtained and approved by the Commission.

Before or at the execution of a Contract, provide the Commission with certificates of insurance evidencing the coverage required.

Have all primary and excess liability policies contain the following clause:

"Thirty (30) days written notice of any cancellation, non-renewal, limit or coverage reduction is to be sent to the Commission by Certified Mail."

The preceding is subject to existing Commonwealth of Pennsylvania statutory cancellation provisions relating to non-payment of premium and misrepresentation by the insured.

Maintain the insurance described herein until the work is completed and a Final Certificate of Completion has been issued.

All insurance policies must be written by an Insurance Company licensed and authorized to do business in Pennsylvania and acceptable to the Commission. Have all insurance policies and certificates signed by a resident Pennsylvania Agent of the issuing Company. However, in the case of an <u>eligible</u> surplus lines insurer, have all policies and certificates also signed by a party duly authorized to bind, on behalf of the <u>eligible</u> surplus lines insurer, the certified coverages.

(b) Worker's Compensation and Employer's Liability Insurance. Take out, pay for and maintain during the life of the contract, Worker's Compensation Insurance in statutory required limits for the protection of all employees. Provide, pay for and maintain during the life of the contract, Employer's Liability Insurance in limits of not less than \$500,000 bodily injury each accident, \$500,000 bodily injury by disease, and \$500,000 bodily injury by disease each employee.

(c) Commercial General Liability Insurance. Includes: Products/Completed Operations; Blanket Contractual Liability - All Written & Oral Contracts; premises and operations liability; explosion, collapse and underground; personal injury; independent contractors; broadform property damage; severability of interests provisions; personal injury and advertising liability; premises medical payments; host liquor liability; fire damage legal liability - real property; incidental malpractice (including employees); non-owned watercraft; and automatic coverage for newly acquired entities.

The minimum required limits for the Commercial General Liability policy will be as follows:

- \$2,000,000 Each Occurrence
- \$2,000,000 Advertising and Personal Injury Limit
- \$2,000,000 General Aggregate per Location/Per Site
- \$2,000,000 Products and Completed Operations Aggregate
- \$50,000 Fire Damage Legal, Any One Fire
- \$5,000 Medical Payments

(d) Commercial Automobile Liability Insurance - covering all owned, hired, leased and non-owned vehicles with a minimum limit of liability of \$1,000,000 per occurrence.

(e) Commercial Umbrella/Excess Insurance - with the following minimum limits:

- \$5,000,000 Per Occurrence
- \$5,000,000 General Aggregate
- \$5,000,000 Products/Completed Operations Aggregate

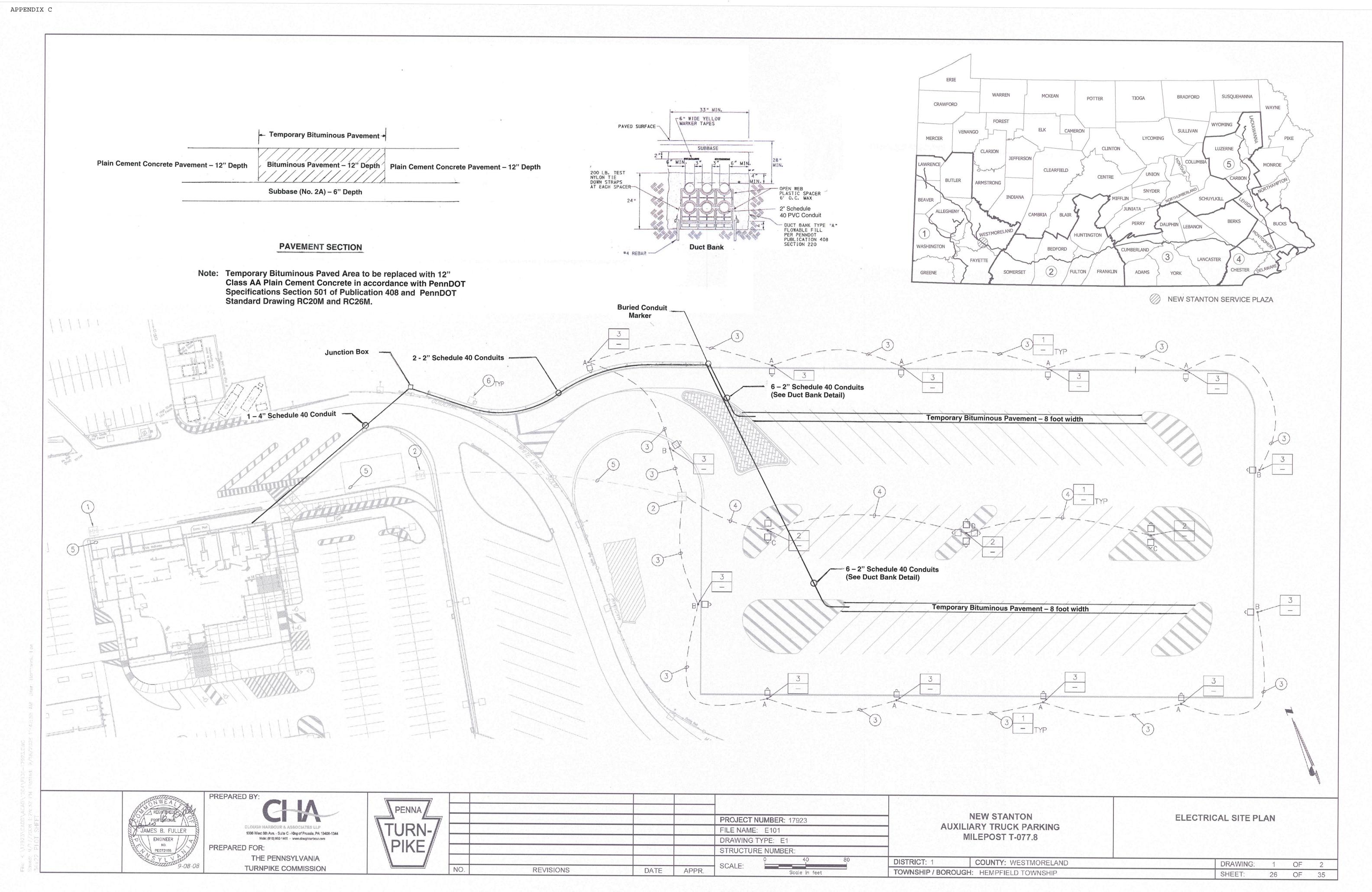
(f) The Commercial General Liability and Automobile Liability policies will name the Pennsylvania Turnpike Commission, the Commonwealth of Pennsylvania, Pennsylvania Department of Transportation, Michael Baker, Jr., Inc., the Design Engineer and the Construction Manager, if any, as an Additional Insured.

(g) Special Hazards. Requirements concerning Railroad Protective Insurance, Modification of Blasting Insurance Requirements and Insurance for other special hazards will, if required, be included in the Special Provisions.

(h) **Proof of Insurance.** Before commencing work, furnish to the Commission three original certificates of insurance outlining the coverages detailed above. The certificate will also indicate the Additional Insured status of the Commission and the appropriate cancellation/non-renewal notice wording.

The insurance company certificates will be in standard ACORD form and will contain the address and phone number of the insurance company or insurance agent. If appropriate, the Commission reserves the right to request certified copies of the contractor's insurance coverages.

(i) **Payment.** Incidental to the project.



			PROJECT NUMBER: 17923			NEW STANTO
			FILE NAME: E101		- AU	XILIARY TRUCK F
			DRAWING TYPE: E1			MILEPOST T-07
			STRUCTURE NUMBER:			
				80	DISTRICT: 1	COUNTY: WES
REVISIONS	DATE	APPR.	SCALE. Scale in feet		TOWNSHIP / BORG	OUGH: HEMPFIELD T

105.14 BORROW AREAS AND WASTE AREAS – The Contractor is responsible for proper disposal of all excess excavation and waste material.

Remove and properly dispose of off the Turnpike right-of-way all unsuitable material, including, but not limited to, tree stumps and earth excavation, and any excess excavation.

Locate proposed areas off the Turnpike right-of-way for obtaining borrow material and/or areas for disposal of waste material. Locate waste, borrow, or staging areas inside or outside of the right-of-way in upland areas not impacting Waters of the United States, including jurisdictional wetlands, unless already authorized by the U.S. Army Corps of Engineers and DEP. Situate areas so cross sections may be taken to measure the volume of material removed or deposited. Before cross sectioning borrow areas, remove topsoil and stockpile it for replacement when removal of borrow material has been completed.

When proposing to utilize waste and/or borrow site(s) other than sites designated on the plans the contractor is required to secure all necessary approvals and permits from applicable government agencies. Waste and borrow areas that impact Waters of the United States are prohibited unless already permitted, as agreed to with the U.S. Army Corps of Engineers. Submit to the Commission and County Conservation District(s) a plan and narrative depicting the erosion and sedimentation controls which will be utilized at the waste and/or borrow site(s). The plan and narrative must be prepared is accordance with the current provisions of PaDEP Chapter 102, Erosion and Sediment Control and the Program Manual, as amended. Do not utilize any proposed waste and/or borrow site(s) until all applicable approvals and permits are obtained. Copies of all applicable approvals and permits must be provided to the Commission.

Negotiate with the owner(s) of property to be utilized and submit one copy of the executed agreement to the Representative prior to starting work. Have the agreement provide for cleaning and leaving the premises and area in a well-drained and, if required, smoothly graded condition, blending into the existing topography. Scarify, lime, fertilize, seed, and mulch any disturbed areas with material, and formulae, at rates typical for the project.

If the Commission has previously selected areas from which to obtain borrow or areas in which to deposit waste, the plans will specify the location(s). For such designated area(s), the Commission will provide all applicable permits and Erosion and Sediment Pollution Control Plans and, if applicable, an NPDES Permit.

Place all excavated waste materials, including earth excavations, concrete and bituminous materials, disposed of on the Turnpike right-of-way, in accordance with Section 206. Where guide rail is placed, do not exceed a 1½:1 slope. Where no guide rail is placed, do not exceed a 6:1 slope. Seed all waste areas as indicated on the drawings or in the Special Provisions.

If the Commission provides designated waste area(s) for excess excavation, the Contractor will still be responsible for off-site disposal of surplus excavated material that may exceed the capacity of the project embankments and designated waste area(s).

Perform the clean fill determination for all borrow materials entering the construction right-of-way by completing and submitting the Environmental Due Diligence Form EDD-VI, and, if necessary, Form EDD-VII to the Commission for acceptance.

All labor, material, equipment, work, and permits required for disposal of waste material will be considered incidental to the project and no separate nor additional payment will be made. The Contractor is also responsible for any environmental remediation, mitigation and defense of environmental claims or actions including fines resulting from the use of any waste and/or borrow area(s).

SECTION 901— MAINTENANCE AND PROTECTION OF TURNPIKE TRAFFIC DURING CONSTRUCTION

901.1 DESCRIPTION—This work is the furnishing, installing, maintaining, and relocating of traffic control devices of Turnpike traffic adjacent to and within the construction area. Perform all work as specified in these Specifications, the Publication 212, the Special Provisions, Standard Drawings, the Maintenance and Protection of Traffic/Traffic Control Plans (TCP), and as directed.

901.2 MATERIAL—Furnish material and traffic control devices necessary for maintenance and protection of traffic, and conforming to the TCP, Publication 212, and as follows:

- Temporary Concrete Barrier—Section 627.2
- Temporary Impact Attenuating Devices—Section 696.2
- Reset Temporary Concrete Barrier—Section 628.2
- Reset Temporary Impact Attenuating Devices—Section 697.2
- Painting Traffic Lines and Markings—Section 962.2
- Temporary Pavement Markers As manufactured by Avery Dennison Corp.
 - Non-Plowable Raised Pavement Markers Model No. 88 or approved equal
 - Recessed Reflective Pavement Markers Model No. 948 or approved equal
- Bituminous Tack Coat—Section 460.2
- Bituminous Wearing Course ID-2—Section 420.2
- Bituminous Wearing Course FJ-1—Section 422.2
- Flat Sheet Signs (for Post Mounted Signs, Type B, C and F and Distance Marker(s)) Section 1103.04

When traffic line paint and glass beads are provided according to the requirements of Section 901.3(k), furnish certification, as specified in Section 106.03(b)3, that these materials meet specifications.

All temporary traffic control devices must be listed in Bulletin 15 as NCHRP-350 compliant. Temporary Type III barricades must comply with Standard Drawing TC-8716 or be listed in Bulletin 15 as NCHRP-350 compliant.

901.3 CONSTRUCTION—

(a) General. Comply with Publication 212.

Furnish, install, maintain, and remove traffic control devices as indicated on the TCP and the Standard Drawings. To accommodate active operations, furnish and maintain all necessary signs and devices. If construction operations, equipment and resultant conditions, including winter shutdown periods and unforeseen conditions, necessitate the use of additional signs, devices and flaggers, furnish and maintain such as are required and to the satisfaction of the Representative. The Representative may revise the TCP in writing during construction. If revisions are made to the TCP by the Representative,

install and maintain any additional warning lights and traffic control signs and devices on necessary mounting devices according to Publication 212, and at locations designated in writing by the Representative. Use PENNDOT approved channelizing devices only. Reflectorize channelizing devices according to Publication 212. Provide safety for the general public and the work crew. Ensure that all equipment approaches, enters, and departs from working zones in the direction of and with the normal adjacent traffic flow. Schedule construction operations to allow movement of traffic through various phases of construction with minimum interference. If traffic interruptions become too frequent, cease operations in the area concerned, as directed. Take remedial action to correct the situation before continuing operations. Remove or cover existing traffic control devices that conflict with the TCP. When the conflict no longer exists, erect or uncover them. The Chief Executive Officer may impose restrictions on the Contractor's operations, including complete suspension, as is necessary to eliminate adverse traffic conditions on the Turnpike without liability for delay.

The Contractor is cautioned that other Commission Contractor(s) and/or Commission Maintenance Personnel may be working adjacent to the work zone(s) during portions of this contract period. The Representative will specify the working sequence of the contracts in order to facilitate coordinated traffic control operations.

If it is necessary to stop traffic, the Pennsylvania State Police Troop T will conduct all traffic stoppages. These stoppages will not exceed fifteen minutes in length. To halt traffic, schedule the stoppage during non-peak hours during the time period indicated in the Special Provisions. For consecutive stoppages, Troop T may stop traffic following the preceding stoppage and after traffic has returned to its normal flow. According to current traffic conditions, Troop T will determine the time duration between stoppages. Troop T may stop traffic only when the weather conditions are satisfactory.

A minimum of 14 days in advance of the scheduled work that will require a traffic stoppages, notify the Representative. The Representative will notify the Pennsylvania State Police Troop T. In addition, provide sufficient flaggers to assist Troop T. These flaggers are subject to the direction and control of Troop T.

Maintain full accesss to all interchanges, maintenance areas, service stations, rest areas and access gates. When operations prevent full access to these areas, schedule, arrange, and conduct work in such manner as will provide the least interference to traffic, utilizing the provided access, and to the satisfaction of the Representative. Maintain open traffic lanes in a satisfactory manner. Immediately remove all dirt, spillage or other foreign material deposited on the roadway. Be responsible for any damage caused to passing vehicles or persons. Provide suitable shields or other means to prevent such damage. The Representative's approval of such measures does not relieve the Contractor of the responsibility for damage caused.

Cover all speed limit signs as well as other existing warning and informational signs and retain the covers when such messages are inappropriate for the traffic control pattern used. When work is not being performed and all normal lanes and shoulders are available and at the same elevation for the effected direction(s), cover all work zone signs and turn off all Type A, Type B, and Type C lights associated with these signs. When all normal lanes and shoulders are not available or are not at the same elevation for the effected direction(s), cover all appropriate work zone signs and turn off all Type A, Type B and Type C lights associated with these signs. Uncover signs and turn on all Type A, Type B and Type C lights associated with these signs prior to the resumption of work.

Install and maintain reduced regulatory speed limit signs in work zones, as indicated on the TCP, the Standard Drawings, or as directed. Post mount 55 MPH signs on the right shoulder at ¹/₂-mile intervals through the work zone when 40 MPH signs are not warranted and 65 MPH signs, in areas with a normal posted speed limit of 65 MPH, are also not warranted. 40 MPH signs located at the interchange and service plaza acceleration ramps are to be replaced with 55 MPH signs when 40 MPH signs are not warranted and 65 MPH, are also not warranted. Existing R2-2-2 signs may be overlaid for 55 MPH in lieu of covering/uncovering signs.

Temporarily remove or cover reduced regulatory speed limit signs when workers are not present, except as otherwise indicated on the TCP, the Standard Drawings, or as directed. Cover or remove 55

MPH signs in areas with a normal posted speed limit of 65 MPH when all normal lanes and shoulders are available and are at the same elevation for the effected direction(s).

Open any substantially completed section of roadway for the use and convenience of traffic, as directed, and as specified in Section 107.15. When work is completed, immediately remove temporary traffic control devices.

Construct and erect all devices in an efficient manner. Maintain, clean, and properly operate the devices during the entire time they are in use. Remove all devices when no longer required or not used for a period of two weeks. Where operations are performed in stages, maintain and operate only the necessary devices that apply to the present stage of construction. Store devices off the Turnpike right-of-way until required on the project.

Do not allow weeds, brush, trees, construction equipment, materials, and the like to obscure any traffic control device.

Secure all approved access gates to prevent the unauthorized entry of persons, vehicles and animals. When required, station watchmen at the access gates to provide security. Secure approved access gates with locks when watchmen are not used. Provide locks that will not interfere with the Commission's locking system.

At the completion of the project, remove all signs and devices from the Turnpike right-of-way.

(b) Maintenance of Roadway and/or Structures. Treat existing earth roads or improved roads that have been graded, with calcium chloride or by other approved dust control palliatives, as specified in the proposal or as directed.

For the duration of the project, be responsible for repairs, on a 24 hour a day basis, necessary to maintain smooth traffic flow in all available traffic lanes within the limits of the traffic control patterns. These limits start where any traffic control devices begin encroaching on the roadway and end where traffic is returned to its normal lanes. If operations cease during the holiday period or if the Commission suspends construction, the Commission's Maintenance Department will be responsible for maintaining open traffic lanes. Payment for repairs directed by the Representative will be according to Section 110.03.

The Commission reserves the right to enter upon a project and, at its own expense, maintain the existing roadway and/or structures. This maintenance will be during the life of the project, but will not include those items that are the Contractor's responsibility as specified in Section 105.13 for the contract items of work and Section 901.3(e) for the accommodation of local traffic. The Commission does not assume responsibility in any way for maintenance of traffic as a consequence of performing this roadway and/or structure maintenance. If the Commission does not exercise its right to enter upon a project, then the Contractor is to perform routine maintenance of the existing roadway and/or structures that are open to traffic at not additional cost to the Commission.

(c) Snow Removal and Anti-Skid Material. The Commission reserves the right to enter upon a project and, at its own expense, remove snow and/or place anti-skid material, considered necessary for continued traffic flow. The Commission does not assume responsibility in any way for maintenance of traffic as a consequence of removing snow or placing anti-skid material.

Remove the anti-skid material, when necessary.

(d) Employee Parking and Safety. Turnpike traffic regulations prohibit parking of vehicles on or adjacent to the travel lanes. Employees will not be permitted to park their cars within the Turnpike right-of-way, including interchange areas. Provide off-site parking areas for employee's cars and transport employees between the parking areas and the project in buses or other approved vehicles. In no case will employees be permitted to ride on the outside of any vehicle. Do not discharge passengers from any vehicle within ten feet of any travel lane. Workers are not permitted to cross live traffic lanes except in the interchanges and service plazas.

Turnpike regulations also prohibit U-turns and crossing of travel lanes with vehicles and equipment.

Exceptions to these regulations may be granted by the Safety Manager upon receipt of proper written request. The Commission will not permit U-turns at interchanges permitting the use of EZ pass.

Require all persons to wear ANSI/ISEA 107-2004 Class 2 or Class 3 certified high-visibility safety vests or jackets with reflective stripes when working within the Commission's right-of-way or while in work zones adjacent to traffic.

(e) Local Traffic Maintenance and Safety. Proceed with the work to ensure safety and the least inconvenience to local traffic. Maintain local traffic ingress and egress by use of existing or new roadways.

Provide and maintain local access to and from the nearest intersecting public road or street, unless otherwise directed. As directed, provide temporary approaches for local vehicular and pedestrian access to and from commuter service, residential, business, industrial, and other public and private facilities.

Also, provide and maintain adequate bridging over base and surface courses, trenches, or other construction, when directed.

(f) Equipment and Material Storage. At the end of the workday and whenever practical during the workday, store equipment, vehicles and material a minimum of 12 m (40 feet) from the edge of the nearest open travel lane or store behind existing guide rail and/or concrete barrier using the clearances in RC 54M.

(g) Tubular Markers. When indicated, furnish and install tubular markers according to Publication 212.

When directed or as required, replace the complete tubular marker or the tubular marker post only, as the case may be.

When directed or as required, replace the reflective band on the tubular marker.

Remove all tubular markers when no longer necessary for traffic control or as directed.

(h) Existing Commission Signs. Remove and temporarily relocate to appropriate locations existing warning, regulatory, guide, and directional signs as required to accommodate construction operations. Do not remove Stop or Yield signs unless an alternate type of traffic control is provided, such as flaggers, temporary traffic signals, etc. Continue the alternate traffic control until the Stop or Yield signs are replaced. Stake or mark sign locations or locate signs on construction drawings before removing any signs. Mark signs with the milepost or station of its existing location along with the offset in m (feet) from the existing centerline. With the exception of Stop or Yield signs as herein noted, permanently reinstall existing warning, regulatory, guide and directional signs at appropriate locations as soon as operations that interfere with the signs are complete. The Contractor is responsible for signs or supports damaged or lost.

(i) Barricades. When indicated, furnish and install barricades according to Publication 212.

(j) Entrances and Exits to Turnpike. In addition to the existing entrances and exits to the Turnpike, establish all temporary entrances and exits that are deemed necessary and approved in writing by the Representative. In order to meet the rules and regulations of the Commission, the Representative will establish controls for construction, safety, and traffic. Deviations from such rules will not be tolerated and will be sufficient grounds for the withdrawal of the Representative's approval. Upon completion of the Contract, restore the affected areas and appurtenances to their original condition.

(k) Work Zone Pavement Markings. The type and location of temporary pavement markings will be indicated on the TCP. Do not open any section of roadway to traffic without proper temporary or permanent pavement markings. Remove conflicting pavement markings prior to changing traffic patterns. Correct any irregular or inaccurate pavement markings as directed by the Representative.

The Contractor is responsible for all temporary pavement markings.

Place standard pavement markings in the same location as covered or destroyed pavement markings, unless otherwise indicated on the TCP or directed.

Be responsible for the maintenance of all work zone pavement markings. Reapply work zone pavement markings prior to winter shutdown, prior to beginning construction in the spring, and every 3 months for each stage of construction.

Be responsible for the removal of all work zone pavement markings as specified in Section 963.3. Remove the temporary painted markings by water blasting or sandblasting. Use only high-pressure water blasting to remove lines on permanent, Superpave surfaces. Temporary painted markings must be entirely removed.

Remove any pavement markings improperly placed and install in the correct location at no additional cost to the Commission.

Do NOT, under any circumstances, apply painted markings to permanent barrier used on the project or on mainline bridge decks with latex concrete surfacing.

1. Painted Pavement Markings. Section 962 and as follows:

Paint any temporary markings at half the normal millage used when painting permanent markings, except when reapplying temporary pavement markings prior to winter shutdown use normal millage. Paint the temporary skip line 100 mm (4 in) wide by 3 m (10 ft) long with a 9.1 m (30 ft) space between each temporary skip line. Apply glass beads at the normal rate. Use traffic line paint and glass beads for pavement markings meeting requirements in Publication 212.

2. Temporary Pavement Markers. Install markers according to the manufacturer's specifications. Unless otherwise specified below, space markers at 6.1 m (20 ft) centers in transition areas and at 12.2 m (40 ft) centers elsewhere. Markers are to be the same color as adjacent pavement markings. Remove pavement markers that are no longer required or that conflict with traffic patterns being used.

Install markers as shown on the plans and according to the following requirements:

- Mainline bridges with latex surfacing. Use temporary non-plowable raised pavement markers for all temporary pavement markings required on the bridge decks.
- Roadway Pavement. Install temporary non-plowable raised pavement markers in addition to pavement markings along the centerline of narrowed or shifted travel lanes and along the right edgeline of shifted travel lanes.
- Median Reconstruction. On final roadway pavement surface, install temporary yellow nonplowable raised pavement markers on the pavement adjacent to the permanent concrete median barrier in temporary position at the midpoint of each permanent concrete median barrier section.
- Markings required between March 1 and November 30 Install non-plowable raised pavement markers.
- Markings required between December 1 and February 29 Install non-plowable raised pavement markers on final surfaces only. Install recessed reflective pavement markers on non-final surfaces only. Install as shown on the Standard Drawings, as recommended by the manufacturer, as directed by the Representative and as follows:

Perform a test section prior to performing any work and at any time as directed by the Representative. Select a location for the test in an area agreed to by the Representative. Perform

the test section to ensure that the machine is capable of cutting RRPM slots as shown on the Standard Drawings.

Install the recessed pavement markers by cutting a slot in the pavement as shown on the Standard Drawings. Ensure that the slot is wide enough for the marker to fit freely into the slot and deep enough to allow for epoxy adhesive. Ensure that the top of the installed marker is flush with the pavement surface or no more than 1.6 mm (1/16-inch) below the pavement surface.

Bond the marker in the slot with an acceptable epoxy adhesive in such a manner as specified and recommended by the manufacturer and as approved by the Representative.

Prior to opening the lane to traffic, remove and dispose of all milled debris as required.

• Remove temporary non-plowable raised pavement markers prior to November 30 and replace, if required, with temporary recessed reflective pavement markers. If a stage change occurs between October 1 and March 1, temporary recessed reflective pavement markers may be installed on non-final surfaces only in lieu of the temporary non-plowable raised pavement markers for the duration of the stage at no additional cost to the Commission, as approved by the Representative.

3. Temporary Concrete Barrier Delineation. Install delineators of an approved type listed in Bulletin 15. Delineators are to be the same color as adjacent pavement markings.

(I) Portable Road Light and Power Unit. Use portable road light and power units to illuminate all crossovers at night and to illuminate work zones during nighttime work hours. Do not locate lighting fixtures to produce distracting or blinding glare for the driver. Provide units meeting the following minimum requirements:

1. Illumination.

- Lamp 250 watt, high-pressure sodium.
- Distribution IES Type V.
- Mounting Height 7.6 m (25 feet).
- Design and construct refractor from unbreakable material and to reduce specified light distribution without causing glare to motorists.
- 2. Power Unit. Self-contained power generation unit satisfactory to the Representative.

3. Assembly. Mount lamps on telescoping pole or tower with T-bar support for three lamps capable of being operated separately or together by individual control. Mount lamps on T-bar assembly to enable positioning lamps at any location within 180 degrees of horizontal. Mount entire power-pole unit on trailer capable of being towed. Secure unit to trailer by mechanical attachment affixed to trailer so that unit cannot be raised in advertently while being towed. Equip trailer unit with rubber tires and automotive wheels. Equip trailer with standard attachment tow-bar assembly with safety chain and Pennsylvania approved taillights and directional signals. Stabilize for wind conditions in excess of 105 km/h (65 MPH). Provide electric wiring, cable, connection, etc., according to type approved for automotive use and meeting the requirements of the latest National Electric Code and the Commonwealth of Pennsylvania.

4. Alternate Power Supply. Make provisions for quiet zone operation from alternate power supply or commercial service.

5. Acceptance. Obtain the Representative's approval of each unit prior to use on the project.

Alternate construction lighting may be used to illuminate work zones during nighttime work hours. The Commission has pre-approved an alternate that meets the following requirements:

- Multi-Directional Lighting Device (MDLD) units which can self-inflate and are capable of illuminating approximately 1,400 m² (15,000 ft²).
- MDLD units 1.1 m (3.5 ft.) horizontal diameter and capable of withstanding 100 km/h (60 mph) winds.
- MDLD units with a 2000-watt halogen bulb recommended by the manufacturer.

Furnish, maintain, and operate sufficient number of units to properly illuminate work zones and/or provide proper lighting of all crossovers. Repair or replace damaged lighting units and bulbs within 24 hours.

(m) Construction Vehicles and Equipment. Identify all vehicles, cars and trucks used on the project and which travel the open lanes of traffic with a magnetically attached sign, or approved equal sign, prominently positioned on the rear of the vehicle. Attach signs to vehicles whenever traveling open traffic lanes. Provide signs of sufficient size to display the legend in letter size and arrangement that is easily read at a distance of 61 m (200 feet) in normal daylight. Provide black legend on orange Type VII reflectorized material arranged as follows:

CONSTRUCTION VEHICLE KEEP ALERT FOR SUDDEN STOPS AND TURNS

Obtain the Representative's approval prior to using the signs on the project. Keep signs clean and in good repair at all times to the satisfaction of the Representative. Ensure that all equipment approaches, enters, and departs from working zones in the direction of the adjacent traffic flow. Furnish all equipment and vehicles working adjacent to traffic with a yellow flashing light attached to the equipment adjacent to and facing the traffic and which is visible 360 degrees. Provide lights meeting the following requirements:

1. Description. Operate light from a nominal 12 volt DC power source. Provide amber lens and lamps that rotate 360 degrees. Furnish housing to provide rigid support to the lamp, motor and drive train.

2. Minimum Dimensions. Height 191 mm (7.25 in); Diameter 216 mm (8.5 in).

3. Lamps. Consisting of two Par 36 Sealed Beam Incandescent Lamps to provide 3500 beam candlepower. Provide sealed beam lamps that produce approximately 80 flashes per minute when rotating.

4. Construction. Provide reinforced thermoplastic lamp holder. Use spring clips to hold lamp in holder and make electrical connection to the lamp when properly placed in holder. Screw terminals or spade connections to the lamp are unacceptable.

5. Motor. Provide a permanently lubricated, high torque, permanent magnet type operating from nominal 12 volt DC, filtered to reduce radio frequency interference.

6. Drive Train. Utilize a gear assembly with the worm-gear being part of the motor armature. Incorporate in the drive chain a slip clutch arrangement to prevent motor damage. RUBBER BANDS OR FRICTION DRIVE UNITS ARE UNACCEPTABLE. 7. Lens Retainer. Fabricated from stainless steel with a nut and bolt fastener. Luggage clamp type fasteners are acceptable.

8. Mounting. Provide unit capable of being surface mounted or on a self-leveling mount. Provide all mounting hardware including 14-gauge wire, 7.3 m (24 feet) in length with an in-line fuse, switch-rocker type (lighted), and roof mounting bolts. Provide a rubber or neoprene gasket or mounting pad to form a weatherproof seal between housing and vehicle roof.

9. Reference. Arrow Model 530, Modified (99005); Federal Model 14, Modified; Dietz Model 7-40004; or approved equal. Strobe type lights that meet the dimension, candlepower, flash, lens and retainer and mounting requirements will be acceptable.

(n) Sign Identification and Covers. Provide identification and a telephone number for 24-hour contact on the back of each traffic control sign. This information is to be available to Turnpike personnel for emergency purposes. Furnish a sticker indicating the manufacturer of each traffic control sign.

Cover existing signs and traffic control signs that conflict with the TCP or that do not apply to existing conditions. Cover with rubber roofing material (EPDM) having a thickness of 1.1 mm (0.045 inch) or any other approved material, to cover the entire sign. Burlap or similar open mesh materials are unacceptable. Stabilize and fasten this material to the sign with either plastic or wood to prevent any movement. Do not apply tape to the face of the sign. Do not deface or damage the sign face using this procedure. Maintain sign cover retainers in good condition. Remove signs not required or not used for a period of two weeks. Store signs off the Turnpike right-of-way until required on the project.

(o) Median Mile Markers. When mile markers are removed from the median due to construction, place the markers on the shoulders. At all times, ensure that the customers can see the mile markers. Place even-numbered mile markers on the eastbound and northbound shoulder. Place odd-numbered mile markers on the westbound and southbound shoulder.

(p) Inspections and Patrols. Perform routine inspection of traffic control elements during each work shift. Assign responsibility for safety and traffic control to a representative(s) trained in the principles of safe traffic control during each work shift. This individual(s) will ensure that all traffic control measures implemented on the project are necessary, conform to the TCP, and are effective in providing safe conditions for motorists and workers. If modifications to traffic control or working conditions are required to satisfy these requirements, this representative(s) will have the authority to modify conditions or stop the work until a safe condition is provided. Submit the name and qualifications of this individual(s) for acceptance by the Commission.

Assign personnel with vehicles to patrol the project, its approaches and other affected roadways. Provide patrol personnel with vehicles equipped with a 360-degree emergency warning light as specified in Section 901.3(m). Equip vehicles with four-way flashing warning lights, visible from front and rear to be used when the vehicle is stopped. Assign sufficient patrol personnel to provide for all necessary maintenance, repair or replacement of signs and devices. The patrol personnel are responsible to insure all access gates are locked or secured and to report accidents involving damaged traffic control devices to the Commission's Operations Center.

Report any adverse traffic conditions to the Operations Center who will notify the Pennsylvania State Police Troop T. Remain at the scene until Troop T arrives. Take all reasonable steps to abate the adverse traffic conditions and take necessary precautions to warn other customers of the condition. Upon arrival of Troop T, cooperate with Troop T to control traffic. At no time is the Contractor relieved of the responsibility for the maintenance and protection of traffic.

Patrol personnel are to report to the Operations Center traffic accidents involving customers and construction employees, equipment or vehicles. The Operations Center will notify Troop T. Report to

the designated safety officer industrial-type accidents involving construction personnel. Notify the Representative of all accidents occurring within the project, its approaches or on other affected roadways.

Provide 24 hour patrols when less than two 3.3 m (11 ft) lanes, three 3.3 m (11 ft) lanes in 3-lane sections, in either direction are available during non-working hours. Provide 24 hour patrols when normal ramp lanes and ramp widths are unavailable during non-working hours.

(q) **Temporary Concrete Barrier.** Except for temporary pavement markings, temporary concrete barrier is not to be painted.

Provide, install and maintain top-mounted and side-mounted delineators on temporary concrete barriers, glare screen and bridge barrier as indicated on the TCP.

Clean or replace all delineators as directed. Clean in an approved method.

(r) Flaggers. Provide flaggers at all sites where construction equipment and vehicles cross or have access to the travel lanes. The flaggers are responsible to regulate the entry and departure of the construction equipment and vehicles.

(s) Lifting of Construction Materials. Stop traffic during the placement or removal of any construction materials that are above open lanes to traffic, such as, but not limited to, lifting equipment, bridge components, signs, and overhead sign structure components as directed.

(t) Non-Compliance of Maintenance and Protection of Traffic. Liquidated damages will be assessed in the event of non-compliance with Maintenance and Protection of Traffic requirements. Liquidated damages will be assessed following notification by the Inspector-in-Charge.

If the Contractor remains in violation of the Maintenance and Protection of Traffic provisions, the Assistant Chief Engineer – Construction may direct Commission Maintenance Personnel to correct the deficiencies. In such cases, the Contractor will be charged for labor, equipment, and material costs incurred by the Commission.

(u) Arrow Panels. Provide units from an approved source with panels a minimum of 1220 mm (48 in) high and 2440 mm (96 in) wide with non-reflective, flat black finish. Use a 12-volt battery pack to supply electrical power to the sign panel for a minimum of 72 continuous hours. Solar powered arrow panels listed in Bulletin 15 are acceptable. Operation from alternate electric power supply or commercial electric service may be used with the approval of the Representative.

The number of units required will be indicated in the bid proposal for the project. The Contractor may furnish additional units at no additional cost to the Commission.

(v) Shadow Vehicle with Truck Mounted Attenuator (TMA). Provide a shadow vehicle that meets the requirements of Publication 212. Provide documentation to the Representative that the requirements for the shadow vehicle are met. To the rear of the shadow vehicle, attach a Truck Mounted Attenuator (TMA) provided from an approved source and tested and approved for NCHRP 350 Test Level 3 Criteria. In the bed of the shadow vehicle, insert a Skid-Mounted Arrow Panel (from an approved source) that measures a minimum of 1220 mm (48 in) high by 2440 mm (96 in) wide. In conjunction with the use of the Shadow Vehicle, provide and use a PENNDOT approved Traffic Alert Radio that is capable of being carried by the Shadow Vehicle.

To provide advance information to approaching drivers and to separate the workers and work vehicles from approaching drivers, position the shadow vehicle in advance of work locations which are not separated from approaching drivers by concrete barrier. Assign operator(s) to each Shadow Vehicle with TMA. Provide a means for the operator(s) to verbally communicate with the operation for which the Shadow Vehicle with TMA is being used. The operator(s) must be available at all times to position and/or relocate the shadow vehicle. During periods of multiple work locations, prioritize the use of the shadow vehicle based on the priority chart provided.

1. Stationary Operation. When separating a stationary operation (i.e.: stopped for more than fifteen minutes) from approaching drivers, the shadow vehicle with TMA is to be unoccupied.

2. Slow-Moving or Moving Operation. When separating approaching drivers from an operation that will be moving continuously or intermittently where the vehicle will not be stopped at any single location for more than fifteen minutes, the operator is to be the only occupant of the vehicle.

3. Position. Position all shadow vehicles so they are visible to approaching vehicles from a distance calculated as follows:

Speed Limit (km/h or mph) x 10 = Sight Distance (m or feet)

If this sight distance can not be obtained, use the maximum sight distance which the local geometry of the road allows. Orient all shadow vehicles so that the rear of the vehicle (and the TMA) is perpendicular to and facing oncoming traffic.

4. Priorities for the Application of Shadow Vehicles.

Closure / Exposure Condition	<u>Priority</u>
<u>No Formal Lane Closure</u> a) Shadow Vehicle for Operation	
a) Shadow Vehicle for Operation Involving Exposed Personnel	1a
b) Shadow Vehicle for Operation Not Involving Exposed Personnel	1b
No Formal Shoulder Closure	
a) Shadow Vehicle for Operation Involving Exposed Personnel	2a
b) Shadow Vehicle for Operation Not Involving Exposed Personnel	2b
Formal Lane Closure	
a) Shadow Vehicle for Operation Involving Exposed Personnel	3a
b) Shadow Vehicle for Operation Not Involving Exposed Personnel	3b
Formal Shoulder Closure a) Shadow Vehicle for Operation	
a) Shadow Vehicle for Operation Involving Exposed Personnel	4a
b) Shadow Vehicle for Operation Not Involving Exposed Personnel	4b

The number of units required for the payment type indicated will be shown in the bid proposal for the project. The Contractor may furnish additional units for the payment type indicated at no additional cost

to the Commission. In addition, the Contractor may furnish additional shadow vehicles with TMA regardless of the payment type indicated at no additional cost to the Commission.

(w) Portable Changeable Message Signs. From a PENNDOT approved source, provide units that can display a three-line message. A minimum of one week prior to lane closures, stoppages, or traffic paces, place these signs on the shoulders to inform customers of upcoming construction work. The Representative will determine the sign locations and approve messages. Based on traffic conditions and as directed by the Representative, relocate the signs at no additional cost.

Within 24 hours of being notified that a sign is damaged or inoperative, repair or replace the sign to the satisfaction of the Representative. If the sign remains unrepaired beyond the 24-hour limit, the Contractor will be assessed \$500.00 per day in liquidated damages.

The number of units required will be indicated in the bid proposal for the project. The Contractor may furnish additional units at no additional cost to the Commission.

(x) Emergency Contact. Designate a responsible individual(s) to be in charge of all safety including the maintenance and protection of traffic. Designate an individual(s) that can be contacted at all times (day or night) and who is authorized to make necessary decisions. Furnish the name(s), address and telephone number of the designated individual(s) for 24-hour availability.

901.4 MEASUREMENT AND PAYMENT—

(a) Maintenance and Protection of Turnpike Traffic During Construction. Lump Sum

The Commission will measure and pay for this item in a proportionate manner, one designated by the Commission, on the basis of current estimates.

With the exception of the separate pay items specified in Section 901.4(b), if an item or device is required for maintenance and protection of traffic, the cost of the item or device is incidental to Item 2901-0001.

(b) Separate Pay Items. The Commission will separately measure and pay for the following items or devices, when indicated or required or as directed by the Representative for maintenance and protection of traffic during construction:

- Arrow Panel—Each
- Calcium Chloride-Ton
- Other Dust Control Palliatives-Gallon or Ton
- Tubular Markers—Each
- Replace Tubular Markers-Each
- Replace Tubular Markers, Post Only-Each
- Replace Reflective Band on Tubular Marker-Each
- Remove Tubular Markers-Each
- Changeable Message Sign—Each

- Temporary Concrete Barrier—Section 627.4
- Reset Temporary Concrete Barrier—Section 628.4
- Pavement Marking Removal—Section 963.4
- Painting Traffic Lines and Markings—Section 962.4
- Temporary Non-Plowable Raised Pavement Markers, Yellow-Each
- Temporary Non-Plowable Raised Pavement Markers, White-Each
- Temporary Recessed Reflective Pavement Markers, Yellow-Each
- Temporary Recessed Reflective Pavement Markers, White-Each
- Temporary Bituminous Rumble Strips—Square Meter (Square Yard)
- Temporary Impact Attenuating Devices—Section 696.4
- Reset Temporary Impact Attenuating Devices—Section 697.4
- Standard Pavement Markings, Paint & Beads, for the type indicated—Meter (Linear Foot)
- Shadow Vehicle with Truck Mounted Attenuator (TMA)- One of the following:
 - a) Each.
 - b) Day. A day is defined as approved usage of any duration within a 24-hour calendar day period.
 - c) Hour. Measured beginning when the Shadow Vehicle with TMA is properly positioned in advance of the work location to the time when the Shadow Vehicle with TMA is removed from in advance of the work location rounded to the nearest whole hour.

APPENDIX F

GENERAL NOTES

- THIS WORK CONSISTS OF THE MAINTENANCE OF TRAFFIC AND THE PROTECTION OF THE TRAVELING PUBLIC APPROACHING THE CONSTRUCTION AREA AND WITHIN THE LIMITS OF CONSTRUCTION.
- THE CONTRACTOR IS CAUTIONED THAT OTHER COMMISSION CONTRACTOR(S) AND/OR 2. COMMISSION MAINTENANCE PERSONNEL MAY BE WORKING ADJACENT TO THE WORK ZONE(S) DURING PORTIONS OF THIS CONTRACT PERIOD. THE REPRESENTATIVE WILL SPECIFY THE WORKING SEQUENCE OF THE CONTRACTS IN ORDER TO FACILITATE COORDINATED TRAFFIC CONTROL OPERATION
- THE R22-1, W21-19 AND W21-20 SIGNS, THE WHITE TYPE B HIGH-INTENSITY FLASHING LIGHT AND THE SPEED DISPLAY SIGN HAVE BEEN CREATED BY PENNDOT IN RESPONSE 3. TO THE REQUIREMENTS OF ACT 229. THESE SIGNS AND DEVICES, AS WELL AS THE ASSOCIATED GUIDELINES, CAN BE FOUND IN THE 67 PA CODE, CHAPTER 212, OFFICIAL TRAFFIC CONTROL DEVICES. REVIEW, FAMILIARIZE, AND APPLY THESE GUIDELINES AND ALL ITS SUPPLEMENTS AS REQUIRED BY ACT 229.
- FURNISH, ERECT, PLACE AND MAINTAIN TRAFFIC CONTROL SIGNS AND DEVICES AND MAINTAIN TRAFFIC ACCORDING TO THE CONTRACT DOCUMENTS.
- REMOVE ALL TRAFFIC CONTROL SIGNS AND DEVICES IMMEDIATELY UPON THE COMPLETION OF THE WORK UNLESS OTHERWISE SPECIFIED IN THE SPECIAL PROVISIONS
- PLACE ALL TRAFFIC CONTROL DEVICES AND HAVE THEM INSPECTED BY THE REPRESENTATIVE BEFORE WORK BEGINS.
- MEDIAN AREAS 10 FEET OR LESS, USE RECTANGULAR CONSTRUCTION SIGNS. 7.
- MEDIAN AREAS GREATER THAN 10 FEET, USE DIAMOND CONSTRUCTION SIGNS. 8.
- COVER OR REMOVE FROM THE SITE ALL SIGNS NOT IN USE. REMOVE FROM THE TURNPIKE RIGHT-OF-WAY CONSTRUCTION SIGNS NOT NEEDED OR USED FOR A PERIOD OF TWO (2) OR MORE WEEKS.
- MAINTAIN A MINIMUM SPACING OF 200 FEET BETWEEN ALL REGULATORY, 10. WARNING AND DESTINATION SIGNS.
- PROVIDE AT MINIMUM A 40 FOOT AREA BEYOND THE EDGE OF THE TRAVEL LANE 11. FREE OF OBSTACLES AND DROP-OFFS GREATER THAN 2 INCHES IN DEPTH IN WORK ZONE(S) DURING NON-WORKING HOURS OR PROTECT WORK ZONE(S) WITH TEMPORARY CONCRÉTE BARRIER. PROTECTION OF WORK ZONE(S) IS INCIDENTAL TO THE MPT.
- DETAILS FOR THE SIGNS AND DEVICES CAN BE FOUND IN THESE PLANS, PENNDOT PUBLICATION 236M, PENNDOT PUBLICATION 212 AND ARE TO BE MANUFACTURED BY A DEPARTMENT OF TRANSPORTATION APPROVED MANUFACTURER AS LISTED IN PENNDOT PUBLICATION 35.
- USE PENNDOT APPROVED TYPE VII REFLECTORIZED MATERIAL FOR SIGNS. 1.3

- THESE PLANS ARE NOT INTENDED TO RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR 14. THE PROTECTION OF THE PUBLIC AND THE CONSTRUCTION PERSONNEL. THE STANDARDS PRESCRIBED ARE MINIMUM AND ADDITIONAL PROTECTION MAY BE NEEDED IF PROBLEMS ARE ENCOUNTERED DURING THE TERM OF THE CONTRACT. THE CONTRACTOR WILL BE EXPECTED TO CONSTANTLY REVIEW THIS PLAN FOR ADEQUACY AND TO RECOMMEND CHANGES FOR THE REPRESENTATIVE'S APPROVAL WHEN INADEQUACIES ARE DISCOVERED.
- HAVE A SUFFCIENT AMOUNT OF THE FOLLOWING SIGNS AVAILABLE IN CASE THEIR USE BECOMES 15. NECESSARY; ADDITIONAL W3-4 "BE PREPARED TO STOP", W8-11 "UNEVEN LANES", R4-12 "TRUCKS BUSES..." AND MPT-35 "AHEAD". IT IS NOT INTENDED THAT THESE SIGNS BE PART OF THE NORMAL TRAFFIC CONTROL OR A SUPPLEMENT THERETO.
- 16. COMPUTE THE MINIMUM DESIRABLE TAPER LENGTH FOR REDUCTION IN LANES USING THE FOLLOWING FORMULA:
 - $I = S \times W$
 - WHERE L = MINIMUM DESIRABLE TAPER LENGTH IN FEET W = WIDTH OF OFFSET IN FEET
 - S = NORMAL SPEED LIMIT IN MILES PER HOUR
- 17. SIGNS AND DEVICES MAY BE ADJUSTED TO FIT FIELD CONDITIONS
- CHANNELIZING DEVICES MAY BE TEMPORARILY RELOCATED, AS APPROVED BY THE REPRESENTATIVE, 18. TO ALLOW FOR WORK TO BE PERFORMED. THE CHANNELIZING DEVICES MUST REMAIN BETWEEN TRAFFIC AND THE WORK ZONE
- CONCRETE BARRIER DETAILS ARE TO BE ACCORDING TO PENNSYLVANIA DEPARTMENT OF TRANSPORTATION STANDARDS FOR ROADWAY CONSTRUCTION, RC-57M AND PTC STANDARDS FOR ROADWAY CONSTRUCTION.
- 20. WHEN A WORK ZONE SPEED LIMIT IS ESTABLISHED, SPACE WORK ZONE SPEED LIMIT SIGNS, R2-2-2, AT 1/2 MILE INTERVALS TO THE RIGHT OF TRAFFIC THROUGH THE REQUIRED AREA.
- ESTABLISH WORK ZONE SPEED LIMIT (40 MPH) 21.
 - A. DURING ACTIVE WORK HOURS IN CONSTRUCTION ZONES WITH LANE CLOSURES, WITHOUT BARRIER PROTECTING THE WORK ZONE.
 - B. WHEN CONSTRUCTION VEHICLES ARE ENTERING OR DEPARTING THE WORK ZONE TO OR FROM THE TRAVEL LANES.
 - C. WHEN USING A TUNNEL CROSS-OVER TRAFFIC PATTERN.
 - D. WHEN LESS THAN 11 FOOT LANE(S) ARE MAINTAINED BETWEEN BARRIER.

POST MOUNT 55 MPH SIGNS ON THE RIGHT SHOULDER AT 1/2-MILE INTERVALS THROUGH THE WORK ZONE WHEN 40 MPH SIGNS ARE NOT WARRANTED AND 65 MPH SIGNS. IN AREAS WITH A NORMAL POSTED SPEED LIMIT OF 65 MPH. ARE ALSO NOT WARRANTED. EXISTING R2-2-2 SIGNS MAY BE OVERLAID FOR 55 MPH IN LIEU OF COVERING/UNCOVERING SIGNS. 40 MPH SIGNS LOCATED AT THE INTERCHANGE AND SERVICE PLAZA ACCELERATION RAMPS ARE TO BE REPLACED WITH 55 MPH SIGNS WHEN 40 MPH SIGNS ARE NOT WARRANTED AND 65 MPH SIGNS. IN AREAS WITH A NORMAL POSTED SPEED LIMIT OF 65 MPH. ARE ALSO NOT WARRANTED.

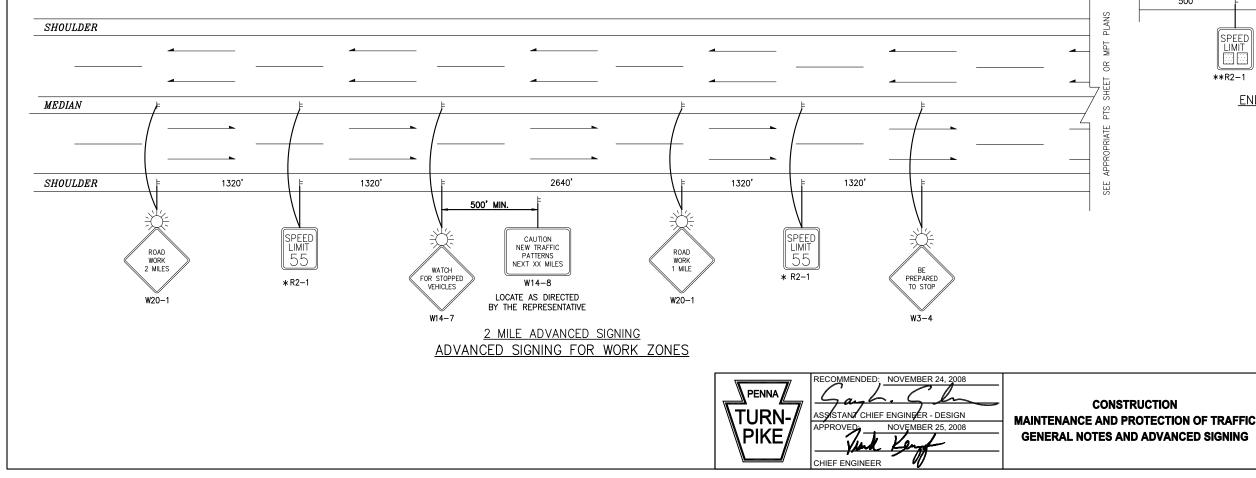
COVER OR REMOVE WORK ZONE SPEED LIMIT SIGNS (OR 55 MPH SIGNS IN AREAS WITH NORMAL POSTED SPEED LIMIT OF 65 MPH) WHEN ALL NORMAL LANES AND SHOULDERS ARE AVAILABLE AND ARE AT THE SAME ELEVATION FOR THE EFFECTED DIRECTION(S).

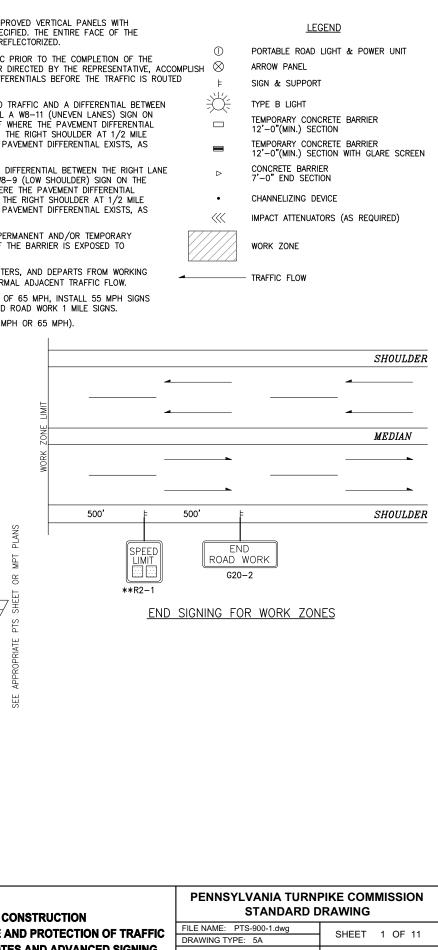
- 22. CHANNELIZING DEVICES ARE TO BE PENNDOT APPROVED VERTICAL PANELS WITH SELF-BALLASTED BASES UNLESS OTHERWISE SPECIFIED. THE ENTIRE FACE OF THE VERTICAL PANEL VISIBLE TO TRAFFIC IS TO BE REFLECTORIZED.
- WHENEVER THE ROADWAY IS OPENED TO TRAFFIC PRIOR TO THE COMPLETION OF THE 23. OVERLAY APPLICATION. AS MAY BE ALLOWED OR DIRECTED BY THE REPRESENTATIVE. ACCOMPLISH PROPER TRANSITION BETWEEN THE SURFACE DIFFERENTIALS BEFORE THE TRAFFIC IS ROUTED ONTO THE UNCOMPLETED LANE.

IF BOTH LANES IN ONE DIRECTION ARE OPEN TO TRAFFIC AND A DIFFERENTIAL BETWEEN RIGHT AND LEFT LANE PAVEMENT EXIST. INSTALL A W8-11 (UNEVEN LANES) SIGN ON THE RIGHT SHOULDER 500 FEET IN ADVANCE OF WHERE THE PAVEMENT DIFFERENTIAL BEGINS. IN ADDITION, LOCATE W8-11 SIGNS ON THE RIGHT SHOULDER AT 1/2 MILE INTERVALS THROUGHOUT THE AREA WHERE THE PAVEMENT DIFFERENTIAL EXISTS, AS DIRECTED BY THE REPRESENTATIVE.

IF THE RIGHT LANE IS OPEN TO TRAFFIC AND A DIFFERENTIAL BETWEEN THE RIGHT LANE AND SHOULDER PAVEMENT EXISTS, INSTALL A W8-9 (LOW SHOULDER) SIGN ON THE RIGHT SHOULDER 500 FEET IN ADVANCE OF WHERE THE PAVEMENT DIFFERENTIAL BEGINS. IN ADDITION, LOCATE W8-9 SIGNS ON THE RIGHT SHOULDER AT 1/2 MILE INTERVALS THROUGHOUT THE AREA WHERE THE PAVEMENT DIFFERENTIAL EXISTS, AS DIRECTED BY THE REPRESENTATIVE

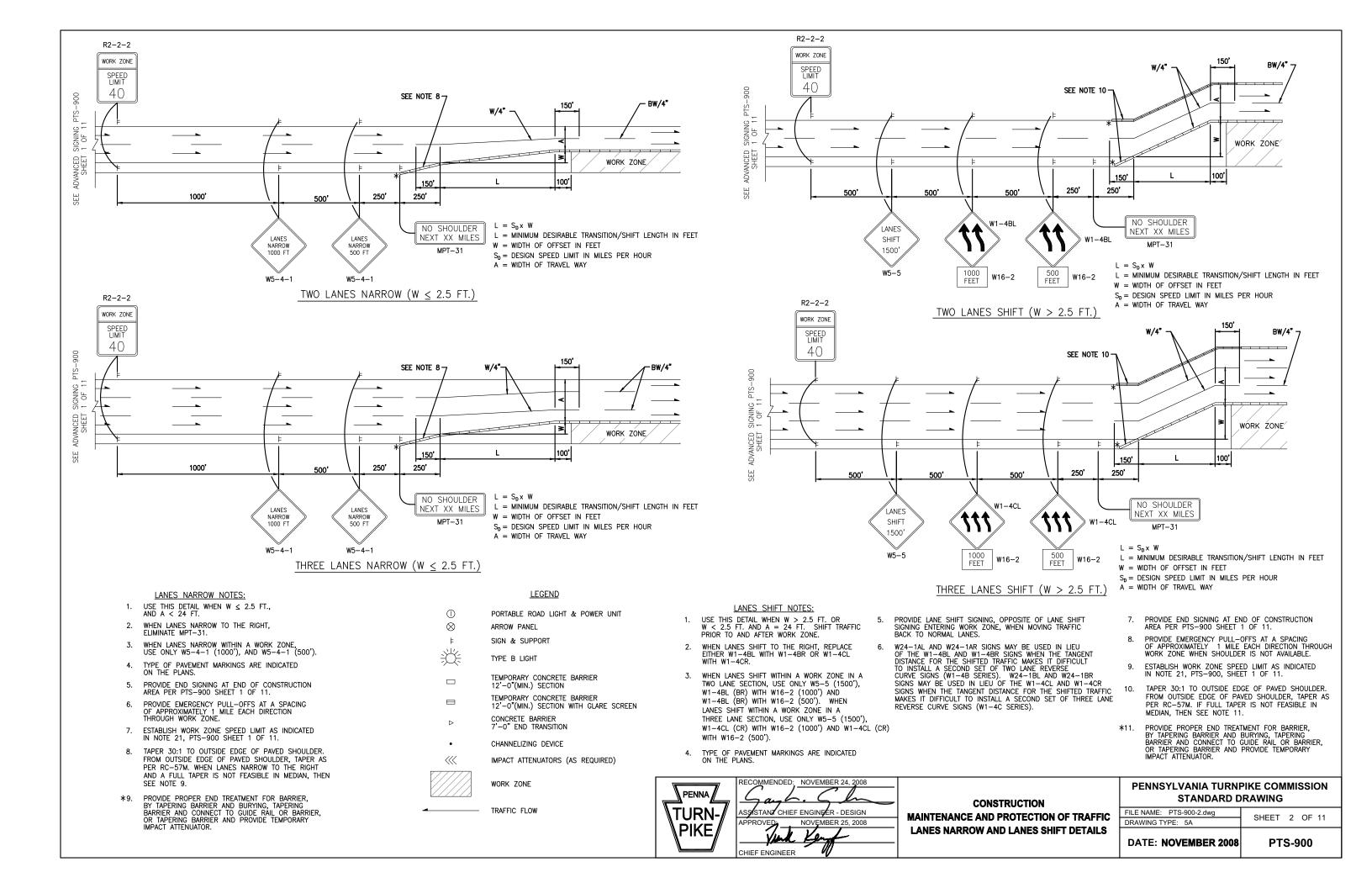
- INSTALL, RESET, RELOCATE, AND REMOVE ANY PERMANENT AND/OR TEMPORARY 24. CONCRETE BARRIER SO THAT NO BLUNT END OF THE BARRIER IS EXPOSED TO ONCOMING TRAFFIC.
- ENSURE THAT ALL EQUIPMENT APPROACHES, ENTERS, AND DEPARTS FROM WORKING 25. AREAS IN THE DIRECTION OF AND WITH THE NORMAL ADJACENT TRAFFIC FLOW.
- IN AREAS WITH A NORMAL POSTED SPEED LIMIT OF 65 MPH, INSTALL 55 MPH SIGNS * 26. 1320 FEET BEYOND THE ROAD WORK 2 MILE AND ROAD WORK 1 MILE SIGNS.
- ** 27. POST NORMAL SPEED LIMIT FOR THE AREA (55 MPH OR 65 MPH).

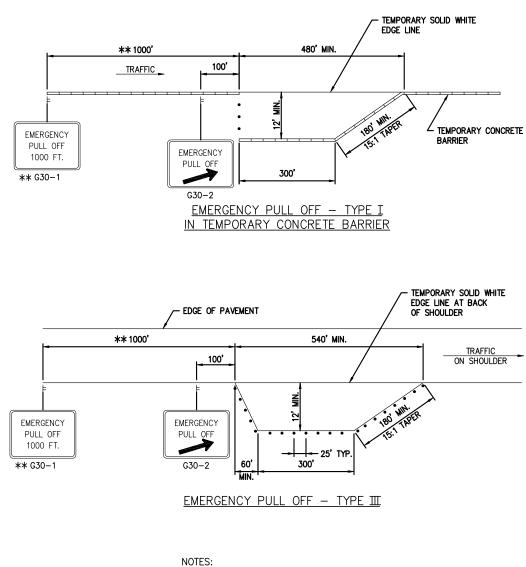


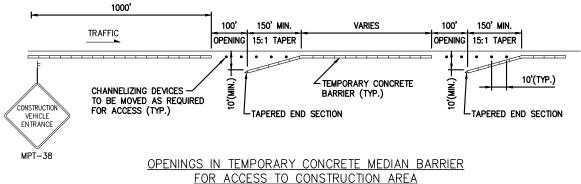


DATE: NOVEMBER 2008

PTS-900



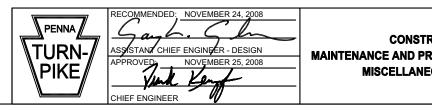




3. \bigcirc \otimes ARROW PANEL F SIGN & SUPPORT ₩ TYPE B LIGHT

CONCRETE BARRIER 7'--0" END TRANSITION ⊳ CHANNELIZING DEVICE \sim WORK ZONE TRAFFIC FLOW

NOTES:



- 1. SPACE EMERGENCY PULL OFFS AT APPROXIMATELY 1 MILE EACH DIRECTION.
- EMERGENCY PULL OFF TYPE II USES AN EXISTING WIDE AREA WITH A MINIMUM SIZE AS INDICATED FOR TYPE III. SIGN ACCORDING TO EMERGENCY PULL OFF TYPE III REQUIREMENTS.
- DO NOT USE EMERGENCY PULL OFFS FOR ACCESS TO CONSTRUCTION AREAS. LIKEWISE, DO NOT USE ACCESS TO CONSTRUCTION AREAS AS EMERGENCY PULL OFFS.
- ** 4. SHOW THE ACTUAL DISTANCE, BASED ON FIELD CONDITIONS, ON THE SIGN.

 CLOSE CONSTRUCTION OPENINGS WITH TEMPORARY CONCRETE BARRIER WHEN NOT REQUIRED FOR MORE THAN THREE DAYS. THIS WORK IS INCIDENTAL TO THE MPT. 2. LOCATION SUBJECT TO APPROVAL BY REPRESENTATIVE. STATION FLAGGER AT ACCESS POINTS WHEN ACCESS AREA IS ACTIVE. EQUIP FLAGGER WITH PENNDOT APPROVED, LIKE NEW, STOP/SLOW PADDLE WITH "STOP" COVERED. 4. INSTALL MPT-38 "CONSTRUCTION VEHICLE ENTRANCE" 1000' IN ADVANCE OF CONSTRUCTION AREA ACCESS OPENINGS.

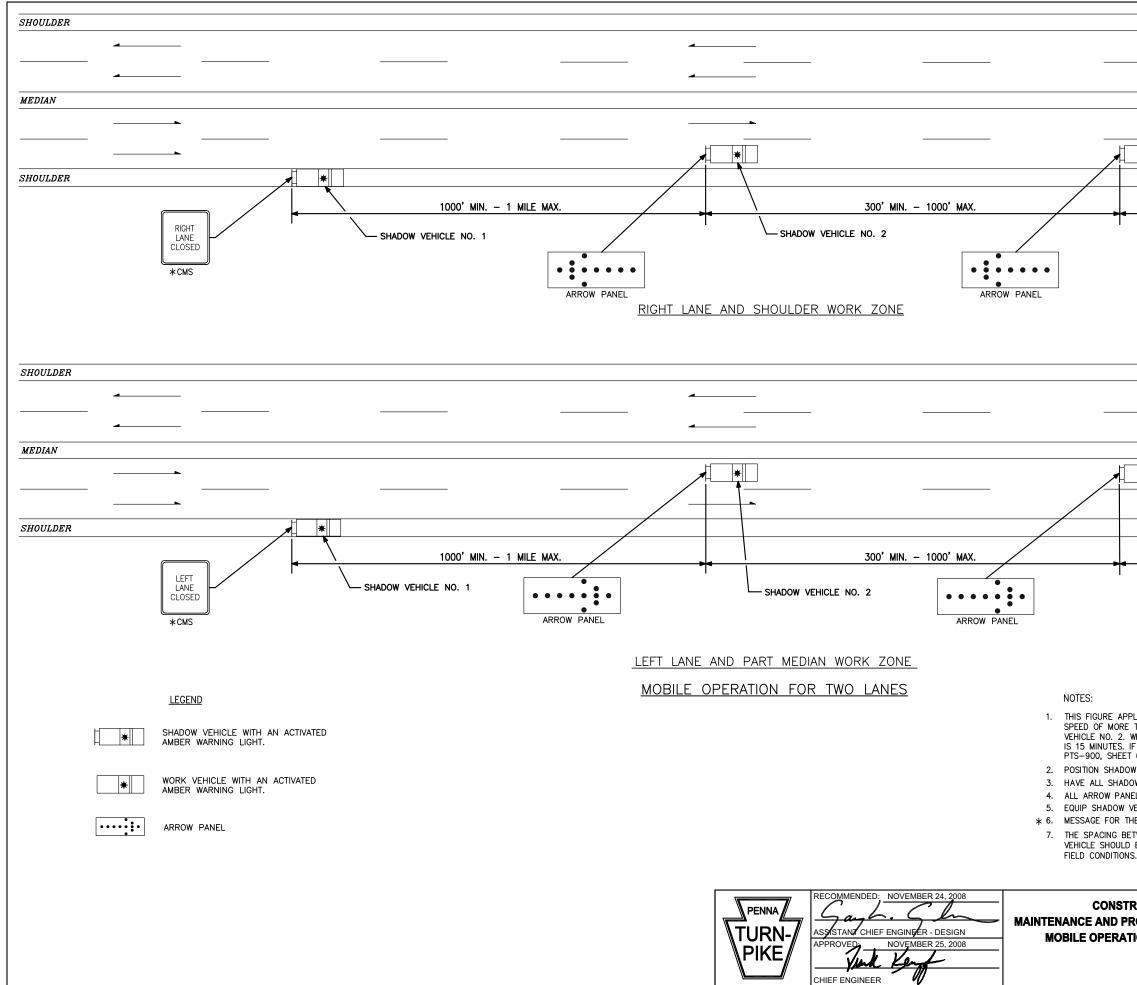
<u>LEGEND</u>

PORTABLE ROAD LIGHT & POWER UNIT

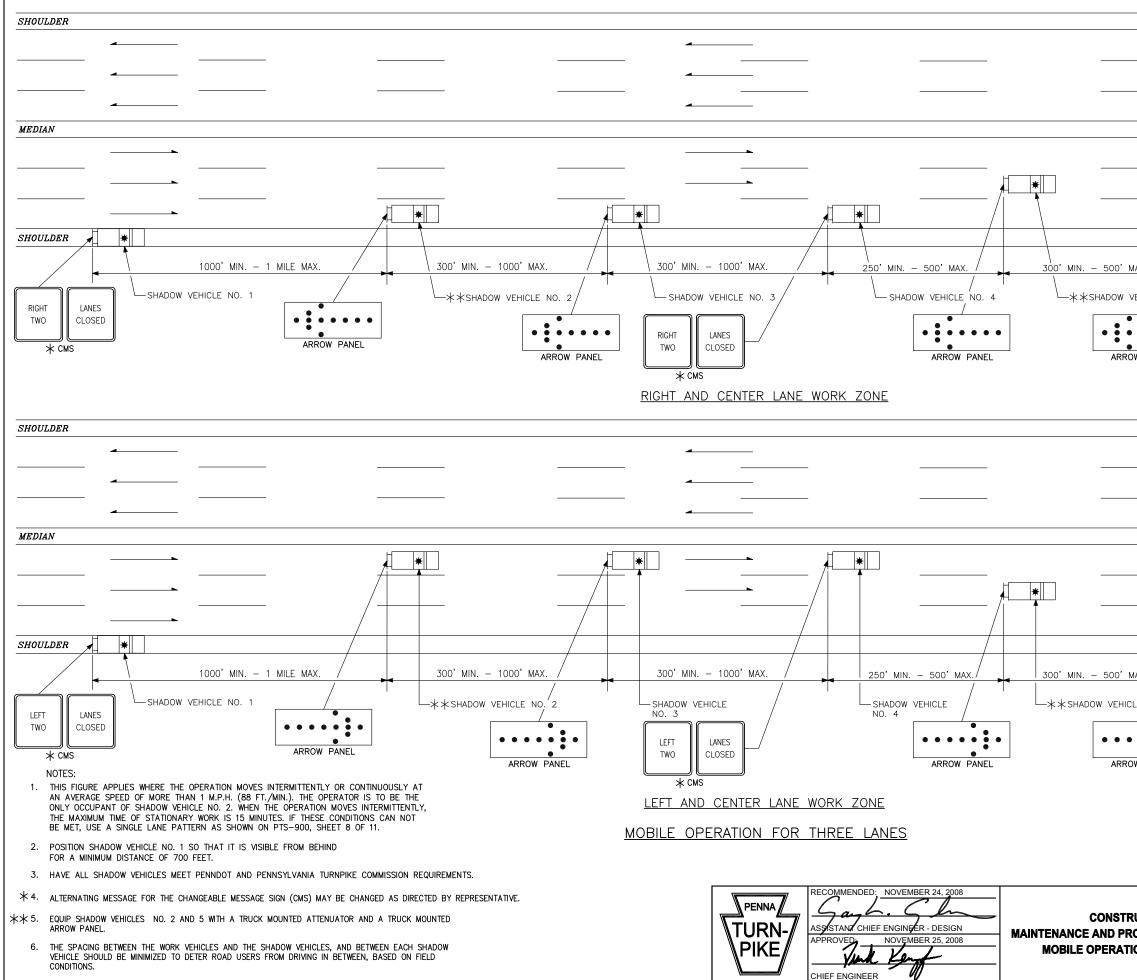
TEMPORARY CONCRETE BARRIER 12'-0"(MIN.) SECTION TEMPORARY CONCRETE BARRIER 12'-0"(MIN.) SECTION WITH GLARE SCREEN

IMPACT ATTENUATORS (AS REQUIRED)

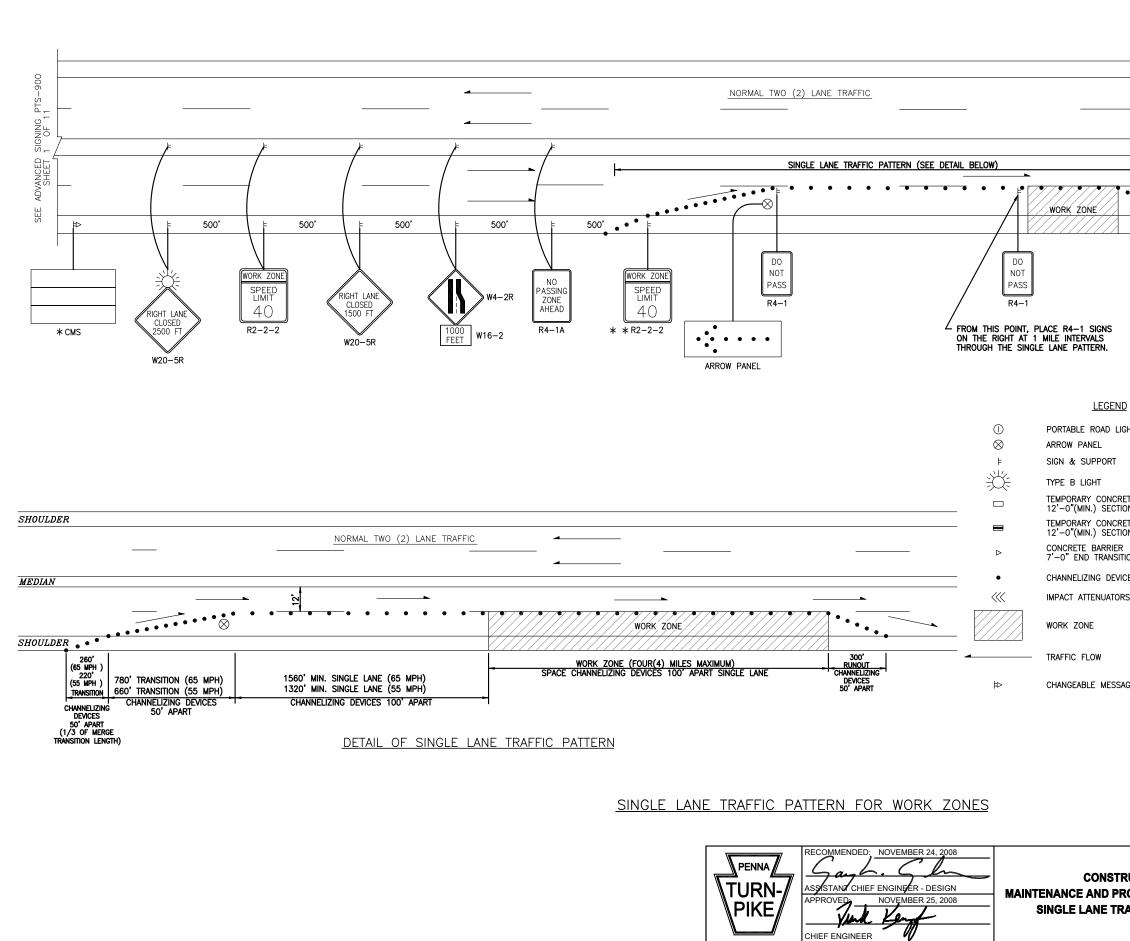
RUCTION	PENNSYLVANIA TURNPIKE COMMISSION STANDARD DRAWING		
ROTECTION OF TRAFFIC	FILE NAME: PTS-900-3.dwg	SHEET 3 OF 11	
	DRAWING TYPE: 5A	SHEET 5 OF T	
EOUS DETAILS	DATE: NOVEMBER 2008	PTS-900	



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SHADOW VEHICLE NO	0.3	- WORK VEHICLE(S)
	ES INTERMITTENTLY OR CONTINUOUS	
WHEN THE OPERÀTION MOVES INT	IE OPERATOR IS TO BE THE ONLY C ERMITTENTLY, THE MAXIMUM TIME (OF STATIONARY WORK
F THESE CONDITIONS CAN NOT B	E MET, USE A SINGLE LANE PATTER	N AS SHOWN ON
	VISIBLE FROM BEHIND FOR A MINIMU	
W VEHICLES MEET PENNDOT AND	PENNSYLVANIA TURNPIKE COMMISS	
ELS ARE TO BE TRUCK MOUNTED. TEHICLE NO. 2 WITH A TRUCK MO		
	CMS) MAY BE CHANGED AS DIRECTE	D BY REPRESENTATIVE.
	THE SHADOW VEHICLES, AND BETWE	
BE MINIMIZED TO DETER ROAD U S.	SERS FROM DRIVING IN BETWEEN, B	ASEU UN
RUCTION PENNSYLVANIA TURNPIKE COMMISSI		
ROTECTION OF TRAFFIC	STANDARD D	RAWING
ION FOR 2 LANES	FILE NAME: PTS-900-4.dwg DRAWING TYPE: 5A	SHEET 4 OF 11
	DATE: NOVEMBER 2008	PTS-900

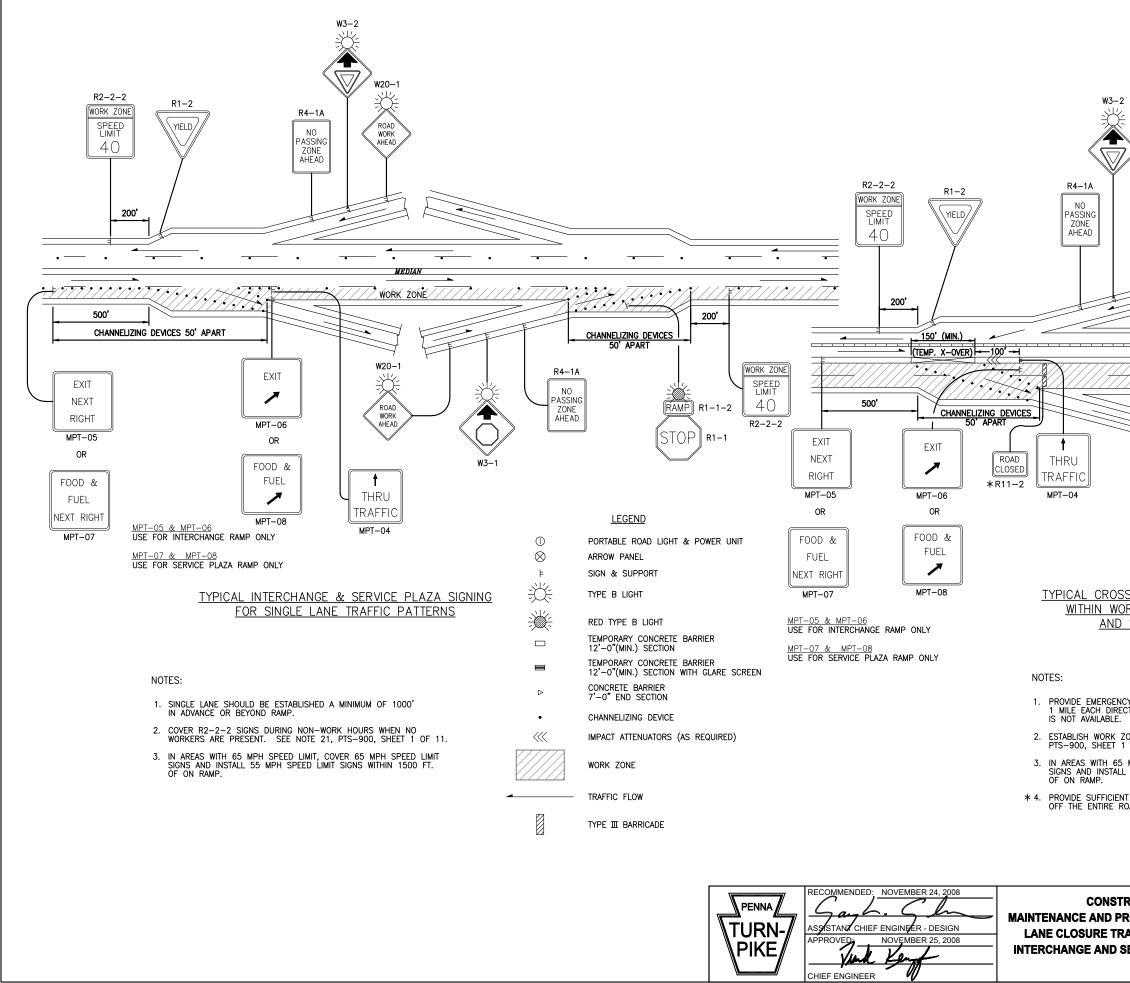


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	- 330 MAX.	
		WORK VEHICLE(S)
/EHICLE NO. 5 - SHA	DOW VEHICLE NO. 6	
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IAX. / 250' MIN.	— 350' MAX. ►	$\langle \rangle$
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		E WITH AN ACTIVATED
	AMBER WARNI	NG LIGHT.
	ARROW PANEL	
		-
	PENNSYLVANIA TURNI	
UCTION	STANDARD D	RAWING
	FILE NAME: PTS-900-5.dwg	
OTECTION OF TRAFFIC	DRAWING TYPE: 5A	SHEET 5 OF 11
ON FOR 3 LANES		
	DATE: NOVEMBER 2008	PTS-900

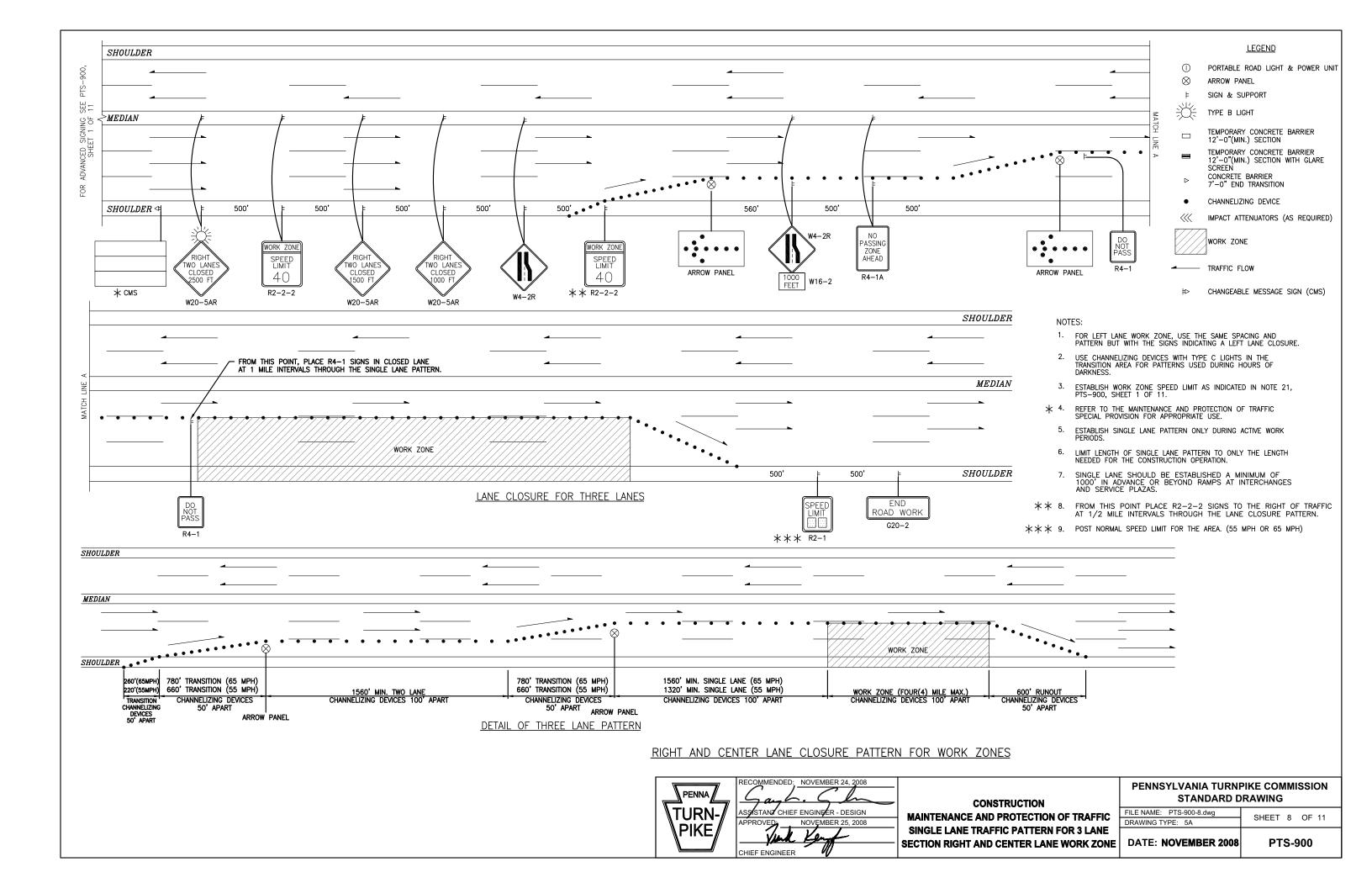


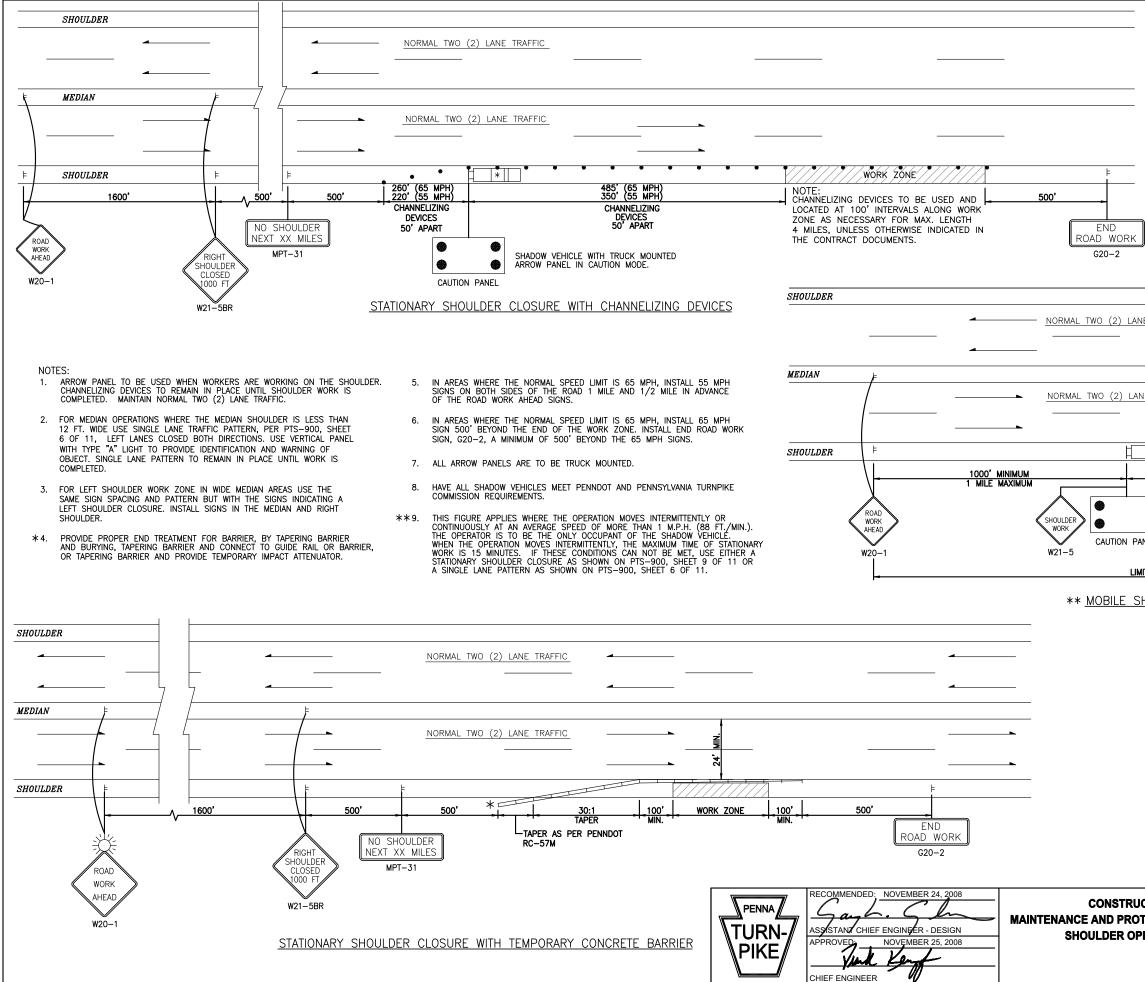
* •• 50)0'		 ⊧ 500' ⊧
	**	SP LII * R2	EED MIT C20-2 2-1
!		NOT	ES:
HT & POWER UNIT		1.	FOR LEFT LANE WORK ZONE, USE THE SAME SIGN SPACING AND PATTERN BUT WITH THE SIGNS INDICATING A LEFT LANE CLOSURE.
		2.	USE CHANNELIZING DEVICES WITH TYPE C LIGHTS IN THE TRANSITION AREAS FOR PATTERNS USED DURING HOURS OF DARKNESS.
TE BARRIER)N	*	3.	REFER TO THE MAINTENANCE AND PROTECTION OF TRAFFIC SPECIAL PROVISION FOR APPROPRIATE USE.
TE BARRIER ON WITH GLARE SCREEN		4.	ESTABLISH WORK ZONE SPEED LIMIT AS INDICATED IN NOTE 21, PTS-900, SHEET 1 OF 11.
ON		5.	ESTABLISH SINGLE LANE TRAFFIC PATTERN ONLY DURING ACTIVE WORK PERIODS.
e S (AS REQUIRED)		6.	LIMIT LENGTH OF SINGLE LANE PATTERN TO ONLY THE LENGTH NEEDED FOR CONSTRUCTION OPERATION.
		7.	SINGLE LANE SHOULD BE ESTABLISHED A MINIMUM OF 1000' IN ADVANCE OR BEYOND RAMPS AT INTERCHANGES AND SERVICE PLAZAS.
	**	8.	FROM THIS POINT, PLACE R2-2-2 SIGNS TO THE RIGHT OF TRAFFIC AT 1/2 MILE MAXIMUM INTERVALS THROUGH THE SINGLE LANE PATTERN.
GE SIGN (CMS)	***	9.	POST NORMAL SPEED LIMIT FOR THE AREA. (55 MPH OR 65 MPH)

UCTION	PENNSYLVANIA TURNPIKE COMMISSION STANDARD DRAWING		
OTECTION OF TRAFFIC	FILE NAME: PTS-900-6.dwg	SHEET 6 OF 11	
	DRAWING TYPE: 5A	SHEET 0 OF T	
AFFIC PATTERNS	DATE: NOVEMBER 2008	PTS-900	



W20-1 ROAD WORK AHEAD		R2-2-2 WORK ZONE SPEED LIMIT 40
MEDIAN 12' N		- 24"/W
ROAD WORK AHEAD W20-1 W3-	CHANNELIZING 50' AP/ R4-1A PASSING ZONE AHEAD	
SOVER TRAFFIC PATTER ORK ZONES FOR INTERCI SERVICE PLAZA RAMPS	HANGE 2	
CY PULL-OFFS AT A SPACING OF CTION THROUGH THE WORK AREA,		
ZONE SPEED LIMIT AS INDICATED IN I OF 11. MPH SPEED LIMIT, COVER 65 MP		
MPH SPEED LIMIT, COVER 65 MP 55 MPH SPEED LIMIT SIGNS WIT IT TYPE III BARRICADES TO CLOSE OAD.	HIN 1500 FT.	
RUCTION PENNSYLVANIA TURNPIKE COMMISSI ROTECTION OF TRAFFIC STANDARD DRAWING		
AFFIC PATTERN FOR SERVICE PLAZA AREAS	FILE NAME: PTS-900-7.dwg DRAWING TYPE: 5A	SHEET 7 OF 11
	DATE: NOVEMBER 2008	PTS-900

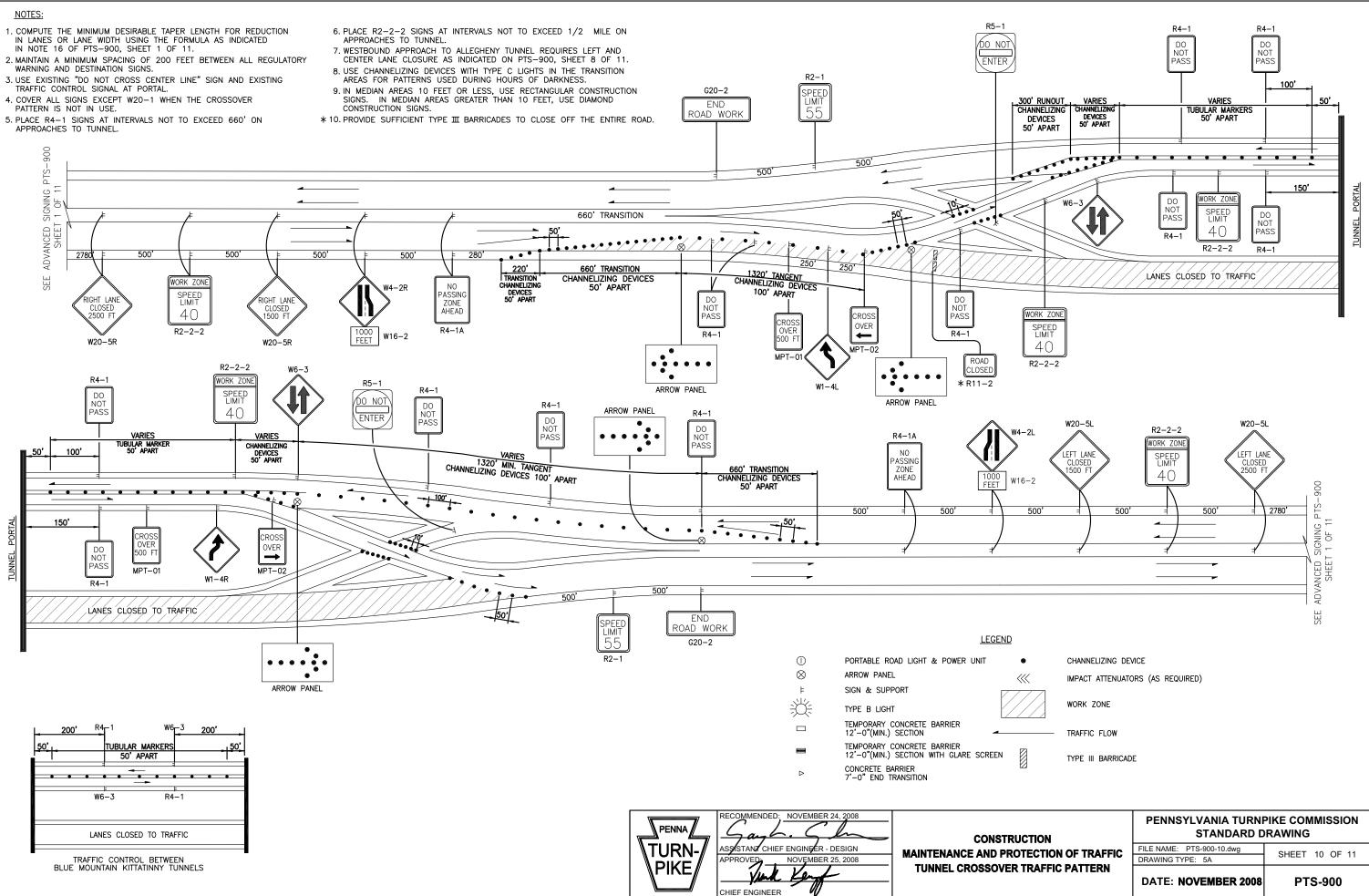




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LANE TRAFFIC			
LANE_TRAFFIC			
250' MIN. 350' MAX. SHADOW VEHICLE WITH ARROW PANEL IN CAUT PANEL	WORK VEHICLES	<u> </u>	END ROAD WORK 620-2
LIMITS OF WORK ZONE			
SHOULDER OPERATION	<u>S</u>	LEGEND	2
	⊧ ₩	SIGN & SUF TYPE B LIGF	
		TEMPORARY 12'-0"(MIN.	CONCRETE BARRIER) SECTION
	•	CHANNELIZIN	IG DEVICE
		WORK ZONE	
		TRAFFIC FLC	
		AMBER WAR	
		AMBER WAR	
	• • • •	ARROW PAN	EL
RUCTION ROTECTION OF TRAFFIC	-		PIKE COMMISSION RAWING
OPERATIONS	FILE NAME: PTS-900-S DRAWING TYPE: 5A	9.dwg	SHEET 9 OF 11
	DATE: NOVEME	BER 2008	PTS-900

- 3. USE EXISTING "DO NOT CROSS CENTER LINE" SIGN AND EXISTING
- 4. COVER ALL SIGNS EXCEPT W20-1 WHEN THE CROSSOVER
- 5. PLACE R4-1 SIGNS AT INTERVALS NOT TO EXCEED 660' ON
- APPROACHES TO TUNNEL.

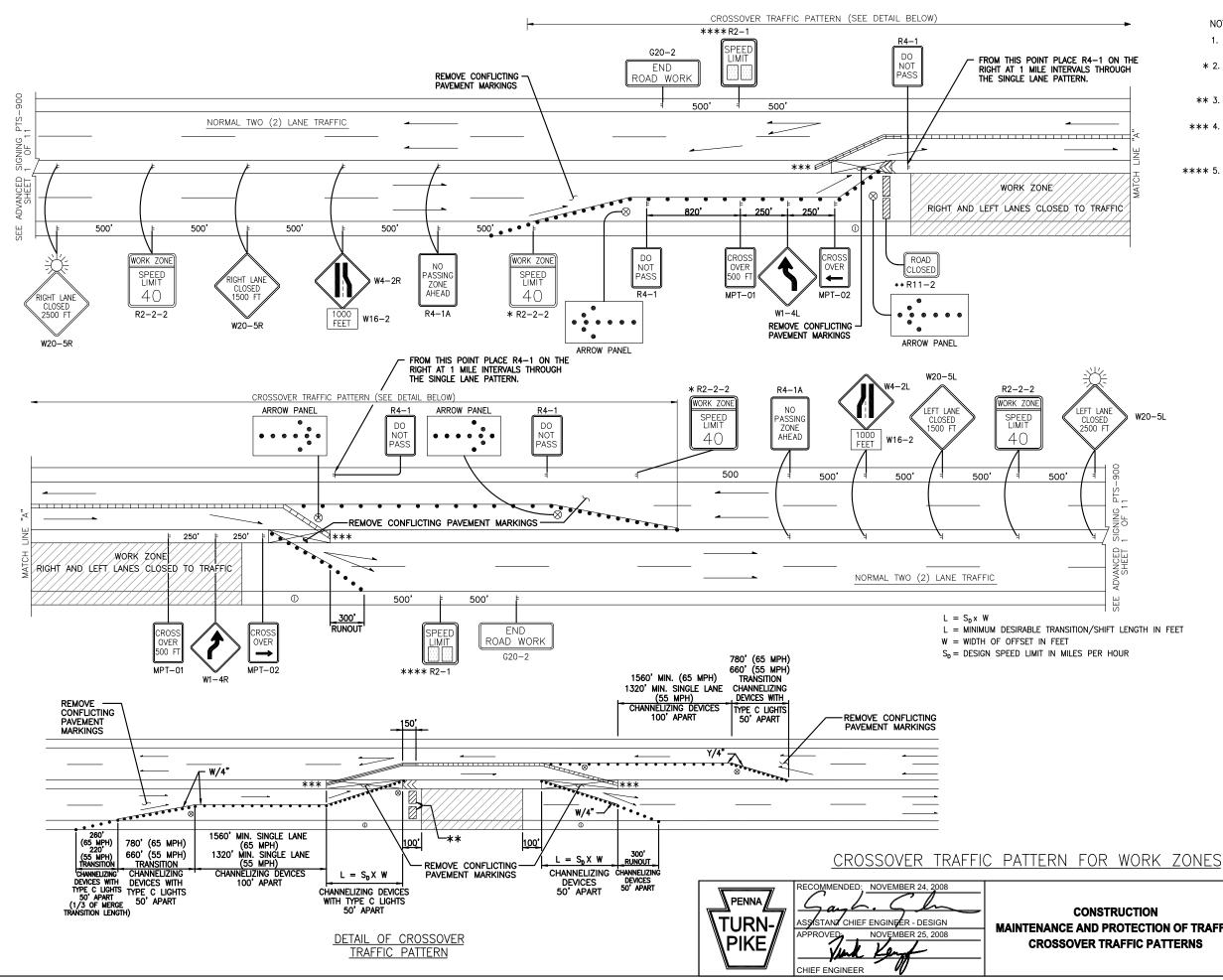
- SIGNS. IN MEDIAN AREAS GREATER THAN 10 FEET, USE DIAMOND



RUCTION	PENNSYLVANIA TURNPIKE COMMISSION STANDARD DRAWING		
ROTECTION OF TRAFFIC	FILE NAME: PTS-900-10.dwg	SHEET 10 OF 11	
ER TRAFFIC PATTERN	DRAWING TYPE: 5A		
	DATE: NOVEMBER 2008	PTS-900	







	NOT	ES:	
	1.	ESTABLISH WORK / PTS-900, SHEET	AREA SPEED LIMIT AS INDICATED IN NOTE 21, 1 OF 11.
ON THE IROUGH	* 2.	FROM THIS POINT TRAFFIC AT 1/2 M CROSSOVER PATTE	PLACE R2-2-2 SIGNS TO THE RIGHT OF IILE MAXIMUM INTERVALS THROUGH THE RN.
	** 3.	PROVIDE SUFFICIEN ENTIRE ROAD.	NT TYPE III BARRICADES TO CLOSE OFF THE
	*** 4.	PROVIDE PROPER BARRIER AND BUR GUIDE RAIL OR BA TEMPORARY IMPAC	END TREATMENT FOR BARRIER, BY TAPERING YING, TAPERING BARRIER AND CONNECT TO RRIER, OR TAPERING BARRIER AND PROVIDE T ATTENUATOR.
AFFIC	**** 5.	POST THE NORMAL 65 MPH)	. SPEED LIMIT FOR THE AREA. (55 MPH OR
			LEGEND
Ι		$\overset{()}{\otimes}$	PORTABLE ROAD LIGHT & POWER UNIT ARROW PANEL
		=	SIGN & SUPPORT
		ЭČF	TYPE B LIGHT
			TEMPORARY CONCRETE BARRIER 12'-0"(MIN.) SECTION
			TEMPORARY CONCRETE BARRIER 12'-0"(MIN.) SECTION WITH GLARE SCREEN
			CONCRETE BARRIER 7'–0" END TRANSITION
NE WOR FL		•	CHANNELIZING DEVICE
W20-5L		<<<	IMPACT ATTENUATORS (AS REQUIRED)
1 8			WORK ZONE
1 PTS-900		4	TRAFFIC FLOW
			TYPE III BARRICADE
SEE ADVANCED SI SHEET 1			
IIFT LENGTH IN FEE	ET		
HOUR			

RUCTION	PENNSYLVANIA TURNPIKE COMMISSION STANDARD DRAWING	
ROTECTION OF TRAFFIC	FILE NAME: PTS-900-11.dwg	SHEET 11 OF 11
	DRAWING TYPE: 5A	SHEET IT OF IT
RAFFIC PATTERNS	DATE: NOVEMBER 2008	PTS-900

APPENDIX G

GENERAL DECISION: PA20080004 06/26/2009 PA4

Date: June 26, 2009 General Decision Number: PA20080004 06/26/2009

Superseded General Decision Number: PA20070004

State: Pennsylvania

Construction Types: Heavy and Highway

Counties: Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Franklin, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Mifflin, Potter, Somerset, Venango, Warren, Washington and Westmoreland Counties in Pennsylvania.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (excluding sewer grouting projects and excluding sewage and water treatment plant projects)

Modification 0 1 2 3 4 5 6 7 7 8 9	Number	Publication Date 02/08/2008 02/22/2008 03/07/2008 03/21/2008 04/11/2008 05/30/2008 06/20/2008 06/27/2008 07/04/2008 07/18/2008
10		09/19/2008
11		10/03/2008
12		10/24/2008
13		11/07/2008
14		11/28/2008
15		12/05/2008
16		12/12/2008
17		12/19/2008
18		12/26/2008
19		01/02/2009
20		02/27/2009
21		03/06/2009
22		04/03/2009
23		04/17/2009
24		04/24/2009
25		05/01/2009
26		06/05/2009
27		06/12/2009
28		06/26/2009

BOIL0013-005 09/30/2008

CENTRE ,	FRANKLIN,	POTTER,	CLINTON,	FULTON,	HUNTINDON	AND
MIFFLIN	COUNTIES					

BOIL0154-004 06/01/2008

CAMERON, CLARION, CLEARFIELD, CRAWFORD, ELK, FAYETTE, FOREST, GREENE, INDIANA, JEFFERSON, LAWRENCE, MCKEAN, MERCER, SOMERSET, VENANGO, WARREN, WASHINGTON AND WESTMORELAND COUNTIES Rates Fringes BOILERMAKER.....\$ 33.90 22.07 _____ BOIL0744-003 07/01/2008 ERIE COUNTY Rates Fringes BOILERMAKER.....\$ 35.34 18.48 _____ BRPA0009-023 12/01/2008 BEAVER COUNTY Rates Fringes BRICKLAYER.....\$ 25.95 13.60 _____ BRPA0009-024 12/01/2008 WASHINGTON (Cross Creek, Hanover, Jefferson, Mt Pleasant, Nottingham, Peters, Robinson, Smith, Union Twps) COUNTY Rates Fringes BRICKLAYER.....\$ 27.98 13.22 _____ BRPA0009-025 12/01/2008 BUTLER, LAWRENCE, AND MERCER COUNTIES Rates Fringes BRICKLAYER.....\$ 25.95 13.48 _____ BRPA0009-032 12/01/2008 FAYETTE (Jefferson & Washington Twps), GREENE (Except Cumberland, Dunkirk, Greene, Monongahelia Twps), INDIANA, AND WESTMORELAND (Rostraver Twp) COUNTIES Rates Fringes BRICKLAYER.....\$ 26.90 13.64 _____ BRPA0009-033 12/01/2008 ARMSTRONG, CLARION (Brady, Madison, Perry, Tobe, Porter, Redbank Twps), FAYETTE (Except Jefferson & Washington Twps), GREENE (Cumberland, Dunkirk, Greene, Monongahelia Twps), INDIANA, AND WESTMORELAND (Except Rostrave Twp) COUNTIES

ALLEGHENY, ARMSTRONG, BEAVER, BEDFORD, BLAIR, BUTLER, CAMBRIA,

Rates Fringes

BRICKLAYER.....\$ 27.02

13.52

_____ * BRPA0009-034 05/01/2009 ERIE COUNTY Rates Fringes BRICKLAYER.....\$ 24.87 13.99 ------CARP2235-005 01/01/2009 Rates Fringes PILEDRIVERMAN Piledriverman (welder).....\$ 29.15 12.10 Piledriverman....\$ 28.85 12.10 _____ CARP2235-006 01/01/2007 Fringes Rates Diver.....\$ 40.40 10.77 10.77 Tender.....\$ 26.93 _____ CARP2274-001 01/01/2009 Rates Fringes CARPENTER (ALLEGHENY, ARMSTRONG, BEAVER, BUTLER, ERIE, FAYETTE, GREENE, LAWRENCE, MERCER, WASHINGTON, AND WESTMORELAND COUNTIES) Carpenter (Welders).....\$ 28.23 12.16 Carpenters.....\$ 27.53 12.16 CARPENTER (BEDFORD, BLAIR, CAMBRIA, CAMERON, CENTRE, CLARION, CLINTON, CLEARFIELD, CRAWFORD, ELK, FOREST, FRANKLIN, FULTON, HUNTINGDON, INDIANA, JEFFERSON, MCKEAN, MIFFLIN, POTTER, SOMERSET, VENANGO, AND WARREN COUNTIES) Carpenters (Welders).....\$ 27.99 12.16 Carpenters.....\$ 27.28 12.16 _____ ELEC0005-006 12/26/2008 ALLEGHENY, ARMSTRONG, BEDFORD, BLAIR, BUTLER CAMBRIA, CAMERON, CENTRE (Remainder), CLARION, CLEARFIELD, ELK, FAYETTE, FULTON, GREENE, HUNTINGDON, INDIANA, JEFFERSON, MCKEAN, SOMERSET, VENANGO, WASHINGTON, AND WESTMORELAND COUNTIES Rates Fringes ELECTRICIAN.....\$ 33.11 3%+\$15.65 ELEC0056-004 06/01/2008 ERIE, FOREST AND WARREN COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 24.90 15.82 ELEC0126-005 06/01/2008 ALLEGHENY, ARMSTRONG, BEAVER, BEDFORD, BLAIR, CAMBRIA, CENTRE, CLARION, CLEARFIELD, FAYETTE, FULTON, GREENE, HUNTINGDON, INDIANA, JEFFERSON, SOMERSET, WASHINGTON AND WESTMORELAND Rates Fringes Line Construction: Groundman.....\$ 21.22 26%+5.55 Lineman.....\$ 37.45 26%+5.55 Truck Driver.....\$ 23.09 26%+5.55 Winch Truck Operator.....\$ 24.96 26%+5.55 _____ ELEC0126-007 06/01/2008 FRANKLIN AND MIFFLIN COUNTIES Rates Fringes Line Construction: Groundman.....\$ 19.63 26%+5.55 Lineman.....\$ 34.65 26%+5.55 Truck Driver.....\$ 21.36 26%+5.55 Winch Truck Operator.....\$ 23.10 26%+5.55 _____ * ELEC0143-007 06/01/2009 FRANKLIN and MIFFLIN COUNTIES Rates Fringes 14.69 ELECTRICIAN.....\$ 27.20 _____ * ELEC0712-003 03/02/2009 CRAWFORD, BEAVER, LAWRENCE AND MERCER COUNTIES Rates Fringes ELECTRICIAN.....\$ 29.20 17.48 ELEC0812-008 06/01/2007 CLINTON COUNTY Rates Fringes ELECTRICIAN.....\$ 24.34 14.58 _____ ELEC0812-009 06/01/2007 POTTER COUNTY Rates Fringes ELECTRICIAN.....\$ 25.35 14.61 _____ _____ _ _ _ _ _ _ _ _

ELEC0812-011 06/01/2007

CENTRE COUNTY (Burnside, Curtin, Liberty, Howard, Marion, Walker, Miles, Haines Townships) Rates Fringes ELECTRICIAN.....\$ 25.35 14.61 _____ ELEC1319-004 08/31/2008 BUTLER, CAMERON, CLINTON, CRAWFORD, ELK, ERIE, FOREST, LAWRENCE, MCKEAN, MERCER, VENANGO, WARREN AND POTTER COUNTIES Rates Fringes Line Construction: Groundman....\$ 24.53 17.13 Heavy Equipment Operator....\$ 39.17 17.13 17.13 Lineman....\$ 39.57 Truck Drivers.....\$ 25.72 17.13 _____ ENGI0066-016 01/01/2009 Rates Fringes Power equipment operators: (ALLEGHENY, ARMSTRONG, BEAVER, BLAIR, BUTLER, CAMBRIA, CENTRE, CLARION, CLEARFIELD, CRAWFORD, ERIE, ELK, FAYETTE, GREENE, INDIANA, JEFFERSON, LAWRENCE, MCKEAN, MERCER, SOMERSET, VENANGO, WARREN, WASHINGTON, AND WESTMORELAND COUNTIES) 14.44 GROUP 1.....\$ 26.38 GROUP 2.....\$ 26.12 14.44 14.44 GROUP 3.....\$ 22.47 14.44 GROUP 4.....\$ 22.01 GROUP 5....\$ 21.76 14.44 Power equipment operators: (BEDFORD, CAMERON, CLINTON, FOREST, FRANKLIN, FULTON, HUNTINGDON, MIFFLIN, AND POTTER COUNTIES) 14.44 GROUP 1.....\$ 26.09 GROUP 2.....\$ 25.81 14.44 GROUP 3.....\$ 22.17 14.44 GROUP 4.....\$ 21.68 14.44 GROUP 5....\$ 21.47 14.44

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 - Asphalt Paving Machine (Spreader), Autograde (C.M.I. and similar); Backfiller, Compactor with Blade, Backhoe - 360 and 180 degree Swing; Cableway; Caisson Drill (similar to Hugh Williams), Central Mix Plant; Cooling Plant; Concrete Paving Mixer, Concrete Pump (selfpropelled); Cranes; Cranes (boom or mast over 101ft.\$.50 per each additional 50 feet inclusive of jib), Cranes (Tower Stationary- Climbing Tower Crane); Derrick; Derrick Boat; Dozer(greater than 25,000 lbs.); Dragline; Dredge; Dredge Hydraulic; Elevating Grader; Franki Pile Machine; Gradall (remote control or otherwise),Grader (power-fine grade); Hllift (4 cy. and over); Hoist 2 Drums or more (in one unit); Hydraulic Boom Truck with pivotal cab (single motor-Pitman or similar), (Boom and Mast over 101 feet will be paid an additional 50 feet inclusive of jib if used;) Kocal; Mechanic, Locomotive (std. Gauge); Metro-chip Harvester or similar; Milling Machine (Roto Mill or similar); Mix Mobile; Mix Mobile (with Self Loading Attachment), Mucking Machine (tunnel); Pile Driver Machine; Pipe Extrusion Machine; Prespliter Drill (self contained); Refrigeration Plant (soil Stablization) Rough Terrain Crane (25 ton over) (Boom and Mast over 101 feet will be paid an additional 50 feet inclusive of jib if used); Rough Terrain Crane (under 25 ton), Scrapers; Shovel-Power; Slip form Paver (C.M.I. and similar); Trenching Machine (30,000 lbs. and over), Trenching Machine (under 30,000 lb.), Tunnell Machine (Mark XXI Jarva or similar), Vermeer Saw, Whirley, Mechanic, Pipe bursting machine, Slip Lining machine

GROUP 2: Asphalt plant operator; auger (tractor mtd.); auger (truck mtd.); belt loader (euclid or similar); boring machine; cable placer or layer; compactor with blade, concrete batch plant (electronically synchronized); concrete belt placer (C.M.I. and similar); concrete finishing machine and spreader, concrete mixer (over 1 cy.) concrete pump (stationary); core drill (truck or skid mtd. - similar to penn drill), dozer (25,000 lbs or less); Ditch Witch Saw, force feedloader; fork lift (lull or similar); grader - power; grease unit opertor (head); guard rail post driver (truck mounted) guard rail post driver (skid type); hilift (under 4 cy.); skid steer loader; hydraulic boom truck (non-pivotal cab); job work boat (powered), jumbo operator; locomotive (narrow guage); minor equipment operator (accumulative four units); mucking machine; multi-head saw (groover); overhead crane; roller -powerasphalt; ross carrier; side boom or tractor mounted boom; shuttle buggy (asphalt), stone crusher (screening-washing plants); stone spreader (self propelled) truck mounted drill (davey or similar); welder and repairman; well point pump operator.

GROUP 3: Broom Finisher (C.M.I. or similar); Compactors/Rollers (static or vibratory (Self-propelled) on dirt or stone; Curb Builder; Minor Equipment Opertor (two or three units); Multi-head Tie Tamper; Pavement Breaker (self-propelled or ridden); Soil Stablizer Machine; Tire Repairman; Tractor (snaking and hauling); Well Driller and Horizontal: Winch or "A" Frame Truck (when hoisting and lowering).

GROUP 4: Ballast Regulator; Compressor; Concrete Mixer (1 cy. & under with skip); Concrete Saw (Ridden or selp-propelled); Conveyor; Elevator (Material hauling only); Fork-lift (Ridden or self-propelled); Form Line Machine; Generator; Groute Pump; Heater (Machinical); Hoist (single Drum); Ladavator, Light Plant; Mulching Machine; Personnel Boat (Powered), Pulverizer, Pumps, Seeding Machine, spray Cure Machine (powered Driven); Subgrader; Tie Puller; Tugger; Welding Machine (Gas or Diesel).

GROUP 5: Deck Hand; Farm Tractor; Fireman on Boiler; Oiler; Power Broom; Side Delivery Shoulder Spreader (attachment). ALLEGHENY, FAYETTE, WESTMORELAND, CAMBRIA, INDIANA, ARMSTRONG, BUTLER, BEAVER, CLARION, AND WASHINGTON COUNTIES Rates Fringes IRONWORKER.....\$ 29.43 21.25 _____ IRON0207-002 06/01/2009 LAWRENCE, MERCER, AND VENANGO COUNTIES Fringes Rates 16.83 IRONWORKER.....\$ 26.66 _____ * IRON0348-002 06/01/2009 CRAWFORD, ERIE, FOREST, AND WARREN COUNTIES Rates Fringes IRONWORKER.....\$ 25.33 20.17 _____ IRON0404-008 07/01/2008 FRANKLIN (Remainder), HUNTINGDON (Remainder), AND MIFFLIN COUNTIES Rates Fringes IRONWORKER, STRUCTURAL.....\$ 25.92 21.20 _____ IRON0549-002 12/01/2008 GREENE COUNTY Rates Fringes IRONWORKER.....\$ 28.75 10%+15.69 _____ IRON0568-004 05/01/2009 BEDFORD, FRANKLIN (Southwest 1/3), FULTON, HUNTINGDON (Western 2/3), AND SOMERSET COUNTIES Rates Fringes Ironworkers: Sheeter, Bucker-Up.....\$ 26.33 12.88 Structural, Ornamental, Reinforcing, Machinery Mover, Rigger & Machinery Erector, Welder, Fence Erector.....\$ 26.08 12.88 _____ * IRON0772-001 06/01/2009 BLAIR, CAMERON, CENTRE, CLEARFIELD, CLINTON, ELK, JEFFERSON, MCKEAN AND POTTER COUNTIES

Rates Fringes

IRONWORKER.....\$ 24.73 A. HOLIDAYS The following holidays shall be observed: New Years Day, Goodfriday, Memorial Day, Fourth of July, Labor Day, Veterans Day (Observed the day after Thanksgiving), Thanksgiving Day, Christmas Day. Any holiday which occurs on Sunday shall be observed the following Monday. _____ LABO1058-001 01/01/2009 Rates Fringes LABORER (BEDFORD, CAMERON, CENTRE, CLINTON, CRAWFORD, FOREST, FRANKLIN, FULTON, HUNTINGDON, JEFFERSON, MIFFLIN, AND POTTER COUNTIES) 12.65 GROUP 1.....\$ 23.20 GROUP 2....\$ 23.36 12.65 GROUP 3.....\$ 23.85 12.65 12.65 GROUP 4.....\$ 24.30 GROUP 5.....\$ 24.71 12.65 GROUP 6....\$ 21.55 12.65 GROUP 7.....\$ 24.20 12.65 12.65 GROUP 8.....\$ 25.70 Laborers: (ALLEGHENY, ARMSTRONG, BEAVER, BLAIR, BUTLER, CAMBRIA, CLARION, CLEARFIELD, ELK, ERIE, FAYETTE, GREENE, INDIANA, LAWRENCE, MCKEAN, MERCER, SOMERSET, VENANGO, WARREN, WASHINGTON, AND WESTMORELAND COUNTIES) GROUP 1.....\$ 23.30 12.65 GROUP 2....\$ 23.46 12.65 GROUP 3.....\$ 23.85 12.65 GROUP 4.....\$ 24.30 12.65 GROUP 5.....\$ 24.71 12.65 GROUP 6.....\$ 21.55 12.65 GROUP 7.....\$ 24.30 12.65 GROUP 8.....\$ 25.80 12.65

19.94+A

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt curb sealer; Asphalt tamper; Batcherman (weigh) Blaster, Boatman, Brakeman, Change house attendant, Coffer dam, Concrete curing pitman, Puddler, Drill Runner's helper (Includes Drill Mounted on Truck, Track, or similar and Davey Drill Spots, Clean up, helps to maintain), Electric Brush and or Grinder, Fence Construction (Including Fence Machine Operator) Form stripper and Mover, Gabion (Erectors and Placers) Hydro jet blaster nozzleman; Landscape laborer, Manually moved emulusion sprayer, Radio actuated traffic control operator Rip rap work, scaffolds and Runways, Sheeters and Shorers (includes lagging) structural concrete Top Surfacer, Walk Behind Street Sweeper, and Wood Chipper

GROUP 2: Air tool operator (all types); Asphalt, batch & concrete plant operator (manually operated) Burner, Caisson; men (open air); Carryable pumps; Chain saw operator including attachments, Cribbing, (concrete or steel); Curb machine operator (asphalt or concrete walk behind); Diamond head Core Drller, Drill runner's helper (tunnel) Fork Lift, (walk behind), Form Setter (Road Forms Line man) Highway Slab reinforcement placers (including joint and Basket Setters) Hydraulic pipe pusher; Liner plates (Tile or Vitrified Clay) Mechanical compacting equipment operators, Mechanical joint sealer, Dope pot and Tar Kettle, Mortar mixer (hand or machine) Muckers, Brakemen & all other Labor, (Includes installation of utility lines) Pipe Layers /Fusion /Heating Iron (Regardless of materials) Portable Single Unit Conveyor, Post Hole Auger, (2 or 4 cycle hand operated) Power wheelbarrows and buggies, Rail porter or similar; Sand blaster; Signal Man, Vibrator operator, Crown Screed Adjuster, All RAILROAD TRACK WORK TO INCLUDE THE FOLLOWING: adzing machine, ballast Router, Bolting Machine, Power Jacks, Rail Drills, Railroad Brakeman, Rail Saws, Spike Drivers (Manually or hand held tool) Spike Pullers Tamping Machine, Thermitweld

GROUP 3: Asphalt Luteman/Raker,Blacksmith, Blaster, Brick, stone and block pavers and block cutters (wood, belgian and asphalt); Cement mortar lining car pusher; Cement mortar mixer (pipe relining); Cement mortar pipe reliners; concrete saw operator (walk behind); Curb cutters and setters; Elevated roadway drainage construction; erector of overhead signs, Form setter (road forms-lead man); Grout machine operator; Gunite or dry pack gun (nozzle and machine man); Manhole or catch basin builder (Brick block concrete or any prefabrication) Miners and drillers (including lining, supporting and form workmen, setting of shields, miscellaneous equipment and jumbos); Multi-plate pipe (aligning and securing); Placing wire mesh on gunite projects; Wagon drill operators (air track or similar); Walk behind ditching machine (trencher or similar)

GROUP 4: Reinforcing Steel Placer (Bending, aligning, and securing, Cadweld)

GROUP 5:High Burner, (Any burning not done from deck), Welder (Pipeline)

GROUP 6: Uniformed Flagperson, Watchman

GROUP 7: Toxic/Hazardous Waste Removal Laborer Levels C & D

GROUP 8: Toxic/Hazardous Waste Removal Laborer Levels A & B

* PAIN0021-019 05/01/2009

CLINTON COUNTY

	Rates	Fringes
Painters:		
Bridge\$	25.60	12.05
Brush & Roller\$	24.65	12.05
Spray\$	25.65	12.05

* PAIN0021-024 05/01/2009

FRANKLIN COUNTY

	Rates	Fringes						
PAINTER								
Brush\$	22.17	8.90						
PAIN0057-014 06/01/2008								
ALLEGHENY, FAYETTE, GREEN, WASHINGTON COUNTIES								
	Rates	Fringes						
Painters:								
Bridge\$		11.92						
Brush & Roller\$		11.92						
Spray\$	27.16	11.92						
PAIN0057-015 06/01/2008								
ARMSTRONG, BEAVER, BEDFORD, BLAIR,	BUTLER, CAMBRIA	, CENTRE,						
CLARION, CLEARFIELD, ELK, FULTON,		-						
JEFFERSON, LAWRENCE, MERCER, MIFFL WESTMORELAND COUNTIES	IN, SOMERSET, V	ENANGO AND						
	Rates	Fringes						
Painters:								
Bridge\$	29.14	11.92						
Brush and Roller\$		11.92						
Spray\$		11.92						
PAIN0057-022 05/01/2009								
	Rates	Fringes						
Painters: (ERIE, McKEAN, AND WARREN (Including Columbus and Freehold twps) COUNTIES)								
Bridges,Stacks,Towers\$ Brush and Roller\$		11.60 11.60						
Spray and Sandblasting\$		11.60						
PAIN0057-027 06/01/2008								
CAMERON, CRAWFORD, POTTER, WARREN, Freehold twps)	(Excluding Col	umbus and						
	Rates	Fringes						
PAINTER Brush and Roller\$		11.42						
PLAS0526-002 01/01/2009								
	Rates	Fringes						
CEMENT MASON/CONCRETE FINISHER Beaver, Cameron, Clarion, Crawford, Elk, Forest, Lawrence, McKean, Potter,								

Venango and Warren Counties.....\$ 26.72 12.97 Bedford, Blair, Cambria, Centre, Clinton, Huntingdon, Mifflin and Somerset Counties.....\$ 26.72 12.97 All Other Counties.....\$ 26.72 12.97 _____ PLUM0027-001 06/01/2009 ALLEGHENY, ARMSTRONG, GREENE (Except extreme Eastern portion), WASHINGTON (Except extreme Eastern portion) and WESTMORELAND (City of Arnold and City of New Kensington Only) COUNTIES Fringes Rates Plumbers and Pipefitters (Bridge Drain Pipe).....\$ 33.75 16.37 _____ PLUM0047-005 05/01/2009 BEAVER, BUTLER, MCKEAN, MERCER, VENANGO, CLARION, LAWRENCE, FOREST, WARREN, CRAWFORD, AND ERIE COUNTIES Rates Fringes Plumbers and Pipefitters (Bridge Drain Pipe).....\$ 34.18 16.90 _____ PLUM0354-005 06/01/2009 BEDFORD, BLAIR, CAMBRIA, CAMERON, CLEARFIELD, ELK, FAYETTE, GREENE (Extreme Eastern portion), HUNTINGDON, INDIANA, JEFFERSON, SOMERSE, WASHINGTON (Extreme Eastern portion), AND WESTMORELAND COUNTIES Rates Fringes Plumbers and Pipefitters (Bridge Drain Pipe).....\$ 28.54 18.48 _____ TEAM0040-001 01/01/2009 Rates Fringes TRUCK DRIVER (ALLEGHENY, ARMSTRONG, BEAVER, BLAIR, BUTLER, CAMBRIA, CENTRE, CLARFIELD, CRAWFORD, ERIE, FAYETTE, GREENE, INDIANA, JEFFERSON, LAWRENCE, MCKEAN, MERCER, SOMERSET, VENANGO, WARREN, WASHINGTON, AND WESTMORELAND) GROUP 1.....\$ 24.23 \$11.44 A+B GROUP 2.....\$ 24.38 \$11.51 A+B GROUP 3.....\$ 24.91 \$11.75 A+B Truck drivers: (BEDFORD, CAMERON, CLAIRON, CLINTON, ELK, FOREST, FRANKLIN, FULTON, HUNTINGDON, MIFFLIN, AND POTTER COUNTIES) GROUP 1.....\$ 24.05 \$11.35 A+B

GROUP 2.....\$ 24.23 \$11.44 A+B GROUP 3....\$ 24.74 \$11.69 A+B FOOTNOTES: A. Hazardous/toxic waste material/work level A & B receive additional \$2.50 per hour above classification rate B. Hazardous/toxic waste materials/Work level C & D receive \$1.00 per hour above classification TRUCK DRIVERS CLASSIFICATIONS GROUP 1 - Single Axle (2 axles including steering axle); Includes partsman and warehoueman GROUP 2 - Tandem - Tri-Axle - Semi-Tractor Trailer (combination) (3 axles or more including steering axle) GROUP 3 - Specialty Vehicles; Heavy equipment whose capacity exceeds that for which state licenses are issued specifically refers to units in excess of eight (8) feet width (such as Euclids, Atley Wagon, Payloder, Tournawagons, and similar equipment when not self loaded); Tar and Asphalt Distributors Trucks, Heavy Duty Trailer, such as Low Boy, High Boy _____ WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental. _____ Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

> Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

ADDENDUM NO. 1

RFP 09-10460-1953

Truck Parking Space Electrification at New Stanton Service Plaza

Prospective Respondents: You are hereby notified of the following information in regard to the referenced RFP:

QUESTIONS and ANSWERS

Following are the answers to questions submitted in response to the above referenced RFP as of July 14, 2009. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

1. Can you provide me with the company that requested a copy of the RFP? The only company that could provide both the equipment and run the truck stop would be Idle Aire. Can we partner with a larger company that will run the truck stop and use our equipment?

The RFP is available via the Turnpike Commission's website for consideration by any interested party. Companies may jointly respond to this RFP in whatever arrangement they mutually agree to, as long as the provisions of the RFP are met.

2. The CAD drawing that was provided with the RFP for the New Stanton truck stop shows one 4" diameter S40 conduit running from the building out to a junction box. Is this the only conduit installed from the building to the first junction box?

There are two 4" conduits from the building to the first junction box. One conduit is "Spare"; one feeds the parking lot lighting.

3. Where is the source of primary electrical power for the truck electrification service? Our requirement for power includes 480V, 3 phase which is stepped down to 110V at our dual service towers which deliver HVAC and power to the trucks. If the main power is at the building, which is suggested in the drawing, how much power has been allocated for the truck electrification project?

The utility feed to the Service Plaza building is 208/120v – 3Phase – 4wire. The use of 480 volt, 3 phase would require the "Electrification Contractor" to install the necessary set-up transformer if the power source would come from the Service Plaza building. The existing MDP panel in the building has provisions for 3-100 amp breakers which could be installed. **4.** If the primary source of power is not from the main building, is there a secondary transformer already installed i.e. dedicated for truck electrification of thirty spaces?

As stated above, no transformer has been installed. There are two overhead electrical lines owned by Allegheny Power in the area of the Truck Parking Lot. As noted in Part IV-1 of the RFP, Proposers should familiarize themselves with the conditions at the site.

5. What electrical infrastructure has already been installed for the truck electrification service e.g. has a main disconnect switch and or current transformer metering been installed? Knowing this detail will assist us in providing a more accurate scope of work, project timeline and price proposal

No electrical infrastructure has been installed.

6. What are the communication guidelines with contractors that might have already done construction work on the project? Is it permissible to contact and ask questions about the site drawings provided in the RFP? If not, whom should we contact?

That information will be provided to the awarded vendor. As stated in the RFP in Section I-2 the issuing office is the point of contact. The period for asking questions about this RFP ended July 14, 2009.

7. We are requesting a site visit. Would there be a contact on site to discuss what has been installed in support of truck electrification. This would assist us in price quote accuracy.

No there is not a contact on site. In the RFP Part IV-1, Work Statement, Project Overview it states that the "Proposers should familiarize themselves with the conditions at the site."

8. Has internet service been provided at the Plaza? Where is it terminated on the site? What company is providing the internet service?

To the best of our knowledge, only DSL service is available at the Plaza. Verizon is the service provider for this area.

9. Has Cable TV service been considered for drivers using the truck electrified parking? Has Cable TV service been installed at the plaza?

Cable TV service may be added as an option. Cable TV has not been installed at the Plaza.

10. Once the system has been installed, what are the Commission's expectations or terms regarding ownership of the equipment? Does the Commission prefer to own the equipment outright; or does the vendor retain ownership until the end of the ten year contract term?

The Commission is seeking proposals from qualified firms to design, construct, operate, and maintain truck stop electrification parking spaces at the New Stanton Service Plaza. Proposals must comply with the requirements of the RFP and the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, ("ARRA").

11. Can the Turnpike Commission indicate the amount of grant funds allotted for the Truck Electrification Project?

The Turnpike Commission will not reveal the amount of the grant funds.

All other terms, conditions and requirements of the original RFP dated June 30, 2009 remain unchanged unless modified by this Addendum.

Addendum No. 2

RFP 09-10460-1953

Truck Parking Space Electrification at New Stanton Service Plaza

Prospective Respondents: You are hereby notified of the following information in regard to the referenced RFP:

REVISIONS

1. Page 7, Part II-6. DBE/MBE/WBE Information, delete entire paragraph.

The revised paragraph now reads:

DBE/MBE/WBE Information. The Turnpike Commission is committed to the inclusion of disadvantaged, minority, and woman firms in contracting opportunities. The minimum participation level for DBE/MBE/WBEs in this contract will be 11% total. Responding firms shall clearly identify DBE/MBE/WBE firms, expected to participate in this contract, in their Proposal. If the selected firm does not meet the minimum requirement for DBE/MBE/WBE participation, they will be required to demonstrate in their submittal good faith efforts to achieve the required participation level. Inclusion of DBE/MBE/WBEs will be a factor in the evaluation determination for this RFP. The Commission recognizes the following small, disadvantaged, woman and minority-owned business certifications for this RFP: PA Unified Certification Program www.paucp.com PA Department of General Services www.dgs.state.pa.us National Minority Supplier Development Council www.nmsdcus.org Women Business Enterprise National Council www.wbenc.org U.S. Small Business Administration small disadvantaged businesses or 8(a) small disadvantaged business concerns If further information is desired concerning DBE/MBE/WBE participation. direct inquiries to the Pennsylvania Turnpike Commission's Contracts Administration Department by calling (717) 939-9551, Extension 4241.

Evidence of "Good Faith" includes but is not limited to:

- Vendor shall solicit through all reasonable and available means (pre-proposal meetings, advertisements and/or written notices) the interest of DBE/MBE/WBEs who have the capability to perform the work of the contract. Make solicitations for services/goods that are within the project scope and which you reasonably expect to utilize.
- 2. Vendor shall keep a detailed record indicating date, type of contact, DBE/MBE/WBE business contacted, and the services/goods solicited.

- 3. Vendor shall provide adequate information to DBE/MBE/WBEs, in a timely manner, about the project description to allow adequate time for their response to solicitations.
- 4. Vendor shall contact issuing agency for lists of certified DBE/MBE/WBEs and keep a record of all solicitations made.
- 5. Vendor shall identify portions of work (goods/services) that can be performed by DBE/MBE/WBEs and keep a record of all solicitations made.
- 6. Vendor shall use the services of available minority/women business assistance offices at the state and local level to identify DBE/MBE/WBEs and keep a record of such contacts.
- 2. The application submission deadline has been changed to 12:00 Noon, Monday, August 10, 2009.

All other terms, conditions and requirements of the original RFP posted June 30, 2009 remain unchanged unless modified by this Addendum.