

## EXHIBIT B GENERAL REQUIREMENTS

### BRIDGE DECK AND PAVEMENT CORING AND TESTING

#### ARTICLE A - GENERAL

Section A-1 - The following instructions are for the information and guidance of Contractors submitting a proposal for the subject Bridge Deck and Pavement Coring and Testing Contract.

Section A-2 - Definitions. The "Engineer" referred to in the Contract Documents is the party issuing this Invitation for Bid and is under contract with the Pennsylvania Department of Transportation (hereinafter referred to as the "Department") in regard to the completion of the subject Bridge Deck and Pavement Coring and Testing Purchase Order. If issued by the Department, the Department will also be considered as the Engineer. All other parties are as defined in the Standard Specifications for Bridge Deck and Pavement Coring and Testing.

Project Kick-off meeting: The Project Kick-off Meeting will be scheduled by the PennDOT Project Manager and will occur within 14 days after the Fully Executed Purchase Order is delivered to the awarded Contractor. The Contractor's Representative(s) or Contractor's Project Manager must be present. The meeting will be held at the District Office. Topics to be discussed include items such as: scheduling, documentation, potential work sites, traffic control needs, invoices, reporting and other Contractor responsibilities as required by the Scope of Work (SOW) as well as any, other contract Terms & Conditions.

Requirements. In response to this IFB, contractor is required to upload all relative licensures, accreditations, narratives, etc., specified below or as identified in the Terms and Conditions, failure to attach the required documents may deem your submission incomplete:

- Contractor Information Form
- BOP-2201 EO2021-06 Worker Protection Investment and Certification Form
- Domestic Workforce Utilization Certification for Multiple Award Contracts
- Iran Free Procurement Certification Form
- Trade Secret/Confidential Proprietary Information Notice
- OS-52 – Insurance Requirements, for information only, presentation of insurance is required when award is made
- OS-501 – Confirmation of Service Form, to be completed when services are completed.

#### ARTICLE B - LOCATION OF CORINGS

Section B-1 - The test coring locations for the subject Bridge Deck/Pavement Coring and Testing Contract are at various sites and locations throughout Engineering District 11-0 including Allegheny, Beaver and Lawrence Counties.

#### ARTICLE C - SCOPE OF WORK

Section C-1 - The estimated work item quantities for this test coring program are set forth in the Invitation for Bid.

These quantities are estimates only. The quantities stipulated in the Invitation for Bid have been issued for the purpose of comparing bids and, as such, are subject to change by the Engineer. The actual locations of the cores and special field tests will be determined by the Engineer during

the course of the drilling contract, all sites will be located in the Counties of Allegheny, Beaver and Lawrence

Section C-2 - The Contractor will be required to have available if necessary two (2) fully equipped, operating crews on this Purchase Order to run congruently if necessary:

Fully equipped operating crew includes:

- One (1) coring machine  
Capable of 4" or 6" diameter cores in concrete and asphalt, as well as bridge decks, including entire depth to subbase/subgrade/bottom of deck.
- Crash truck(s) as required by Publication 213M by roadway type
- All needs for Maintenance and Protection of Traffic as required by Publication 213M
- Equipment to be able to locate sites
- Equipment to photograph samples
- Materials to label samples as per section E-2 Identification of Samples
- Material to be able to secure cores and transport
- Material to be fill coring holes to grade, including the stopper needed for bridge deck cores
- Crew to operate all equipment on site in an efficient manner  
Including by not limited to:
  1. Operators with appropriate licensure for equipment
  2. Laborers as required for equipment and MPT

The Contractor will be required to be available on an on-call basis with a maximum respond time of five (5) working days for mobilization of equipment to a site.

The Contractor's drilling supervisor will contact (Brandy Miller 412.429.4886 and/or email brnmiller@pa.gov the Department's Pavement Manager on a regular basis to discuss work progress, planned activities and changes in work activities. The Department has the right to change the Project Manager at any time.

The Contractor will also be required to have a response time of **one (1) hour** for all phone calls from the Department or Engineer.

Quarterly meetings are to be scheduled and held by the Contractor throughout the contract period to discuss ongoing concerns.

Quarterly meetings should include at minimum discussions of the following:

- Cores that can be disposed of from storage
- Invoicing status's
- Upcoming and previous work sites and status's
- Planned activities for the next quarter

Section C-3 - Be capable of reporting all measurements in English units.

The Contractor's crew will complete an OS-501 Confirmation of Service Form and submit it to the Department within 24-hours of the day it was completed for.

Section C-4 - All work performed is to be in accordance with all applicable Federal, State and Local laws, regulations, and guidelines.

## ARTICLE D – CONFIRMATION OF SERVICE AND IDENTIFICATION OF SAMPLES AND DOCUMENTS

Section D-1 – OS-501 Confirmation of Service can be an emailed stating completion of the site to the District Pavement Manager. At this time the contractor will also express the details of delivery, if delivery of samples is required and the details of the of photo report requested within five(5) days.

Section D-2 – Identification of samples. Most project sites will require only photo record and reports. All samples, reports and other documents obtained or prepared as a part of this Contract will include the following identification on the label, front cover, or title page in addition to other information required in the Standard Specifications for Bridge Deck and Pavement Coring and Testing:

- Identifying Site Information if available
- State Route
- Section and/or Common Road Name
- Segment and Offset
- Side of the road and offset from center of roadway
- Sample retrieved date
- Depth of overall sample retrieved
- Depth location of each material present in sample
- Identification of each material in sample.

## ARTICLE E - DISPOSITION OF SAMPLES

Section E-1 - The Contractor will be required to remove, at his expense, all samples and core boxes from the job site at the end of each work shift and if requested, provide storage until such time as they can be delivered to the designated locations. The storage facilities must conform to the requirements set forth in the STANDARD BRIDGE DECK AND PAVEMENT CORING AND TESTING.

The Contractor will be required to deliver upon request samples to:

PA Department of Transportation  
45 Thoms Run Road  
Bridgeville, PA 15017

The Department will make clear the determination of delivery of core samples to the above address. The Contractor should assume to provide photographs and reports and place core samples into storage. At quarterly meetings, the Contractor will be notified of samples that can be appropriately disposed of in writing.

Section E-2 - The Contractor will transport and store all samples in accordance with all applicable Federal, State and Local laws, regulations, and guidelines.

## ARTICLE F – TERM OF PURCHASE ORDER

Section F-1 – The Purchase Order has an anticipated start date of January 21, 2025, and will be for a period of 24 months from the effective date. This Purchase Order will be renewable by mutual consent for up to 36 months of renewal periods with an escalation up to 3% per renewal. The Commonwealth reserves the right, upon notice to the vendor, to extend the terms of the purchase order for up to three (3) months under the same terms and conditions.

EXHIBIT C  
STANDARD SPECIFICATIONS  
FOR BRIDGE DECK AND PAVEMENT CORING AND TESTING

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STANDARD SPECIFICATIONS FOR  
BRIDGE DECK AND PAVEMENT CORING AND TESTING

SECTION 100 GENERAL PROVISIONS

SECTION 101 - GENERAL INFORMATION AND DEFINITIONS

101.01 GENERAL - The following stipulations, requirements and descriptions of Work are hereby defined and described as the STANDARD BRIDGE DECK AND PAVEMENT CORING AND TESTING.

These specifications are generally written in the imperative mood. In sentences using the imperative mood, the subject, "the Contractor," is implied. Also implied in this language are "shall," "shall be," or similar words and phrases. In the Technical sections, the subject may also be a Vendor, Fabricator, or Manufacturer, who may be supplying material, products, or equipment for use on the project. The word "will" generally pertain to decisions or actions of the Department and/or Engineer.

In these specifications or on the drawings, the following words or similar words refer to actions of the Department and/or Engineer, unless otherwise stated: "directed," "required," "permitted," "ordered," "designated," "prescribed". Also, the words "approved," "accepted," "acceptable," "satisfactory," "considered," or words with similar intent, mean by or to the Department and/or Engineer, subject in each case to the final determination of the Secretary, and subject to further review, as permitted by law or permitted elsewhere in these specifications.

In these specifications, reference to a subsection of the specifications includes all general requirements of the section of which the subsection is a part.

In these specifications, the words "or equal," referring to a product, material, or process, mean "equal as determined by the Department and/or Engineer."

In these specifications, the words, "as indicated," or "indicated" mean "as indicated or indicated in the prepared Contract Documents".

101.02 POINTS NOT COVERED BY STANDARD SPECIFICATIONS - Any aspects of the work not clearly defined by these specifications will be governed by the rules of the best prevailing practice for that class of work.

101.03 DEFINITIONS

AWARD - The Department's and/or Engineer's presentation of an Executed Purchase Order.

BIDDER - Any individual, firm, partnership, corporation, or a joint venture, submitting a proposal for the work contemplated and acting either directly or through an authorized representative.

CONTRACTOR - A person, persons or corporation who has agreed to perform the work by signature on the Contract Agreement. Also, the Contractor's authorized representative at the site of the work.

DEPARTMENT - Pennsylvania Department of Transportation.

ENGINEER - The person, persons, or corporation under contract with the Department at the site of the work. For purposes of the Contract, the authorized representative of the organization which has entered into the Contract with the Contractor. For the purposes of the specifications, when the

Department has contracted for bridge deck and pavement coring and testing services, the Department will be the Engineer.

ENGINEERING DISTRICT - Geographic division of the Department for the purposes of management, design, construction, and maintenance.

IN WRITING - Communication between parties delivered or sent, and received, in the form of a written letter, text or email.

LOCAL TRAFFIC - Vehicular traffic that originates or terminates within the project limits.

NOTICE TO PROCEED DATE - The date, established by executed Purchase Order.

PROPOSAL - The offer of a bidder, on the Request for Quote, to perform the work at the prices bid or predetermined.

SECRETARY - The Secretary of Transportation or a Deputy Secretary of Transportation of Pennsylvania.

SUBCONTRACTOR - Any individual, partnership, firm, corporation, or joint venture, who/which undertakes, with prior consent of the Department, part of all of the work under the terms of the contract, with and responsible to the prime Contractor by virtue of an agreement, with prior consent of the Department.

SURETY - A corporate body, which is bound with and for the Contractor, for the satisfactory performance of the Contractor's work and for the prompt payment in full for material, labor, equipment rentals, and utility services, as provided in the bonds.

TRAFFIC CONTROL PLAN - A developed method or scheme for safely and efficiently moving traffic through or around a highway work zone in accordance with 67 PA Code, Chapter 203.

Minimum applications for typical situations. The general principles outlined in this chapter are normally applicable for both urban and rural areas. Since it is not practical to prescribe detailed guidelines for all the situations that may conceivably arise, applications are only presented for the most common situations. These are minimum desirable applications for normal situations, and additional protection may be needed when special complexities or potential hazards prevail.

WORK - The furnishing of all tools, equipment, materials, supplies, transportation, labor, supervision, records, and all things necessary or incidental to compliance with the requirements of the Contract Documents.

## SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102.01 PREQUALIFICATION OF CONTRACTORS AND SUBCONTRACTORS - All prospective bidders will be considered to be prequalified if they are on the approved drillers list in Publication (PUB) 222.

102.02 INTERPRETATION OF APPROXIMATE ESTIMATE OF QUANTITIES - The estimates of quantities, shown in the Request for Quote are approximate and are shown only as a basis for the calculation upon which the contract award is to be made. The Department and/or Engineer does not assume any responsibility that the estimated quantities will actually be required, nor will the Contractor be allowed to plead misunderstanding or deception because of the quantity estimates or because of the character of the work the location, or other conditions. The Department and/or

Engineer reserves the right to increase, to decrease, or to omit any of the quantities of work. An increase or decrease of the quantities of the items will not be sufficient grounds for granting an increase in the unit prices bid.

It is estimated that 250 pavement cores and 30 bridge deck and/or substructure cores will be needed as part of this contract.

## SECTION 103 - GENERAL CONTRACT CONDITIONS AND REQUIREMENTS

**103.01 CONTRACT TIME** - Complete all work within the time period specified in the Purchase Order.

**103.02 LIQUIDATED DAMAGES** – Any work that remains uncompleted after the time specified in the Contract Agreement for project completion, the sum of \$800 per Drilling Inspector per 8-hour date (plus \$80/hour for any amount of time over 8-hours on that day), unless otherwise stated in the proposal, will be deducted from money due or to become due. This deduction will not be assessed as a penalty, but as liquidated damages. Liquidated damages are only calculated to recover losses incurred by the Department or fees paid by the Department. The liquidated damages minimum rate is compensation of salary, overhead, and expenses incurred for late delivery or untimely performance of the particular contract. A contract time extension may be made, at the discretion of the Project Manager, as applicable beyond the period specified in the contract, when the Contractor is not responsible for the delayed completion of the work. In such cases, the Contractor is liable for liquidated damages for delays commencing from the date on which the extended period expires.

In the event the Contractor is declared in default and Contract is terminated in accordance with the provisions of Section 103.6, liquidated damages will be charged as provided by this section, and such amounts, if any, will be deducted from money due or to become due to the Contractor or the surety. If the total amount chargeable as liquidated damages exceeds the amount payable to the Contractor or the surety, the excess is to be paid to the Project Manager by the Contractor or the surety.

**103.03 SUSPENSION OF WORK** - Work may be suspended by the Engineer, wholly or in part, for the following reasons:

Failure to carry out workorders;

Failure to perform any provisions of the contract; or

Written notification will be given of the action to be undertaken and the reason for the actions.

After receipt of notice of suspension, take all reasonable steps to minimize the further incurrence of costs or expenses under the Contract. Payment will be made for the work actually accomplished up to date of suspension, and accepted by the Engineer, at the unit prices set forth in the Purchase Order. Payment will also be made for any minimum and reasonable costs and expenses agreed to by the Engineer and Contractor in writing that may be required to permit the maintenance of equipment in standby condition so that services may be resumed if conditions so warrant in the opinion of the Engineer.

**103.04 TERMINATION OF CONTRACT** -

(a) Termination Due to Delay, Neglect, or Default. The Contractor may be declared in default for the following reasons:

Failure to cooperate and meet schedules presented by the Project Manager

Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the contract times;

Unsatisfactory performance of the work;

Failure or refusal to remove material or remove and replace any work rejected as defective or unsatisfactory;

Insolvency or bankruptcy;

Commission of any act of bankruptcy or insolvency;

Assignment made for the benefit of creditors;

Failure or refusal within ten (10) days after written notice by the Engineer, to make payment or show cause why payment should not be made, of any amounts due for material furnished, labor supplied or performed, for equipment rentals, or for utility services rendered, as covered by the Additional Bond for Labor and Materials;

Failure to protect, to repair, or to make good any damage or injury to property; and/or Work not carried on in an acceptable manner for any cause.

The Engineer, after giving ten (10) days written notice of default will have the power and authority, without violating the contract, to:

Declare the Contractor in default;

Take the completion of the work out of the hands of the Contractor;

Appropriate or use any or all materials assembled for the project;

Enter into a contract or contracts with others for the completion of the work; or

Use such other methods that will be expedient for the completion of the contract in a satisfactory manner.

- (b) Termination for Convenience. The Engineer, after giving ten (10) days written notice, will have the power and authority, without violating the contract, to cause termination of the contract for the convenience of the Engineer or Department.
- (c) Payment. Subsequent to contract termination, payment will be made at the unit prices specified in the Purchase Order for work completed and accepted by the Engineer. No other payment will be made.
- (d) Disposition of Documents and Samples. In the event of termination for any reason, all finished or unfinished documents, all soil and rock samples, and other materials, at the option of the Engineer become the property of the Department.
- (e) Completion of Work Terminated Due to Default. In the event of default and contract termination, the Engineer may have the work required under the contract completed in such manner as, in the Engineer's judgment, will best serve the interests of the



Department. The Contractor will be liable for and shall pay to the Engineer any excess in cost expended over and above the cost specified in the Purchase Order, as well as any expenses caused the Engineer by the failure of the Contractor to comply with the terms of the Contract.

103.05 LAWS, ORDINANCES, REGULATIONS AND PERMITS - Comply with all laws, ordinances, rules and regulations of the Federal and State governments, or of any political subdivision thereof, which are applicable to the work to be performed under the Contract. Obtain all permits and licenses necessary to the prosecution of the work, as described in Section 103.11, at no additional cost to the Engineer or Department.

103.06 PATENTS AND PERMITS - Pay all royalties and indemnify and save harmless the Engineer and the Department from any claims for infringement by the reason of the use of any patented designs, device, material or process to be performed or used under the Contract.

#### 103.07 SAFE PRACTICES IN DRILLING -

- (a) Responsibility. Follow generally accepted drilling practices and be responsible for all matters dealing with safety in performing the work, including safety of all persons and property during performance of the work, employees and any and all employees of subcontractors which may perform work. This requirement will apply continuously regardless of time or place and will in no way be altered because the Engineer gives general directions as to the location where samples should be taken.
- (b) Occupational Safety and Health Regulations. Comply at all times with applicable Federal, State, and local laws, provisions, and policies governing safety and health, including the Federal Construction Safety Act (Public Law 91-54), Federal Register Chapter XVII, Part 1926 of Title 29 Code of Federal Regulations, Occupational Safety and Health Regulations for Construction, and subsequent publications updating these regulations.

It is the Contractor's responsibility to inform his employees of all potential hazards related to this work and be responsible for all matters dealing with health and safety.

- (c) Contractor employees must wear hard hats and vests at all job sites.
- (d) Care shall be taken to avoid damaging utilities, stay in place forms and steel/concrete beams.

#### 103.08 WORK ON PUBLIC AND PRIVATE PROPERTY -

- (a) Permission for Access. General permission to enter public or private property on which corings are located, or over which access is required, will be obtained by the Engineer. Obtain a copy of the Notice of Intent to Enter (NOITE) from the Engineer prior to entering any public or private property.

If access is denied to any property for which general permission to enter has been obtained, notify the Engineer in writing and send a copy of such notification to the property owner.

Obtain prior approval from the Engineer before entering any property within the work area. Any cost incurred, including but not limited to property damage, delays, or

down time caused by entering any property without prior approval of the Engineer, shall be borne solely by the Contractor.

- (b) Arrangements for Access. Make specific arrangements for property access (including schedule, access route, etc.) with the owners of properties on which corings are located or over which access is required with respect to any work thereon. Property owner information (name, address, telephone number, etc.) will be provided by the Engineer.

Contact each property owner at least two (2) days in advance of planned activities. If contact cannot be made, prepare a sketch showing the anticipated access route to be used. Include a list of all disturbances (i.e. trees and shrubs that will need to be cut down or removed) that will occur, and fax this information to the Department. Do not enter onto any property where contact has not been made until receiving the Department's approval.

#### 103.09 WORK ON RAILROAD RIGHT-OF-WAY -

- a) Permit for Access. The Drilling Contractor will obtain the permits, insurances and railroad personnel necessary to gain access to railroad rights-of-way on which corings or test pits are located or over which access is required. The Department will be responsible for the costs of these items.
- b) Schedule for Access. The permit described under Section 103.12(a) must describe all entries required, including entry by subcontractors. The Drilling Contractor will provide the following information for each job site prior to entry onto railroad right-of-way:

##### Schedule for Work to be Done on the Railroad's Right-of-Way

Work to begin on:

Work to end on:

Days of week on which work is to be performed:

Working time per day:

Specific corings to be completed:

Distance from each coring to centerline of nearest track:

Work must start on the day stated. The Department will be assessed charges for railroad personnel and equipment required to monitor the work from the day scheduled for work to begin. In the event work does not begin on the day scheduled, any costs billed by the railroad will be back charged to the Contractor.

- c) Assessment Damages. Contractor will be liable for any railroad costs incurred for work that is performed outside of the schedule defined under Section 103.12(b). Exceptions will be granted only when the railroad's operations prevent work from being completed within the schedule, or when the Engineer increases the schedule by written notice. Railroad costs that are incurred for work that is performed outside of the schedule will be deducted from the monies due, not as a penalty, but as Assessment Damages.

103.10 PROTECTION OF WORK, PERSONS AND PROPERTY - Provide and maintain any barricades, lights or other safety devices necessitated by hazardous conditions or required by local authority at no additional cost to the Engineer or Department.

Perform sweeping and salting operations of the work during drilling operations, as necessary, to prevent icy, wet, slippery, or dusty conditions which could pose undue hazards or inconvenience to property owners, pedestrians, or vehicular traffic, at no additional cost to the Engineer or Department.

103.11 INJURY TO PERSONS AND DAMAGE TO PROPERTY - Promptly repair all physical damage to property resulting either directly or indirectly from the bridge deck and pavement coring and testing operations.

Upon completion of the work, furnish satisfactory evidence that all claims arising from injury to persons or damage to property resulting from the coring, sampling and testing operations have been resolved. The acceptability of evidence that claims have been resolved will be determined by the Engineer.

#### 103.12 INSURANCE AND LIABILITY -

- (a) General. Obtain and pay for such insurance as will protect the Department and the Engineer from claims under the Workmen's Compensation Act and from any other claims for damages for personal injury including death, or for damages to property, both real and personal, which may arise from operations under the Contract, whether such operations be by the Contractor or by anyone directly or indirectly employed by him.
- (b) Coverage. Effect and maintain for the duration of the Contract the following insurance in companies or through agents, with minimum limits of coverage as specified in the Insurance Requirements, at no additional cost to the Engineer or Department:
  - 1. WORKMEN'S COMPENSATION INSURANCE including Employers' Liability Insurance in accordance with the laws of the Commonwealth of Pennsylvania.
  - 2. GENERAL LIABILITY INSURANCE for Bodily Injury and Property Damage, including explosion, collapse, and underground hazards coverage.
  - 3. AUTOMOBILE INSURANCE for Bodily Injury and Property Damage covering all automotive vehicles owned or hired by the Contractor and used on this Contract not otherwise so covered by insurance and including automatic coverage for additions to the schedule of vehicles.
- (c) Certificates of Insurance. Deliver to the Engineer, before starting the work, certificates from insurance companies or their agents, in duplicate, stating that such insurance is in force and will not be canceled during the conduct of the work without thirty (30) days written notice to the Engineer.

The certificate of liability insurance will include as additional named insured, the Engineer and the Department, in respect to the work to be performed by the Contractor.
- (d) Social Security and Old Age Benefit. Report and pay all Old Age Benefit and Social Security Taxes and other insurances as required by State and Federal Laws.
- (e) Reduction of Coverage. In the event that, during the course of the work, the above limits of coverage should be reduced for any reason, the Engineer and/or the Department reserves the right to terminate the Contract without waiving any other rights it may have under the law.

Such termination will be effected by giving written notice thereof to the Contractor, in accordance with Section 103.01.

- (f) **Liability.** In no event will the Engineer or the Department, their officers, employees, or representatives be liable in any way for consequential damages of any kind. By signature on the Request for Quote, the Engineer and the Department are released from any liability for damage to property howsoever caused in connection with the performance of the work to the extent coverage is in force for such damage under a physical damage insurance policy. If any of the physical damage insurance policies do not permit release of other persons or firms from liability before a loss, obtain endorsement to such policies from the respective insurance carriers as may be necessary to effect a waiver of the right of subrogation by such insurance carriers against the Engineer and the Department.
- (g) **Indemnification.** Without limiting any other provision of the Agreement, fully indemnify, save harmless, and at the Engineer's request, defend the Engineer and its subsidiaries, affiliated companies, agents and employees, and the Department and its officers, agents and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs and expenses of whatsoever kind of character, including but not limited to attorneys' fees and expenses, arising out of or by reason of:
  - 1. any liability or obligation in any manner caused or occasioned or claimed to be caused or occasioned by, any act, omission, fault, or negligence of the Contractor or anyone acting on his behalf, including but not limited to vendors, their subcontractors and sub-vendors, and the employees and agents of any of the foregoing, in connection with or incident to the Purchase Order Agreement or the work to be performed hereunder; and/or
  - 2. any injuries (including death) or damage to any person or entity employed by or acting on the Contractor's behalf under the Purchase Order Agreement.

**103.13 EQUAL OPPORTUNITY AND NON-DISCRIMINATION** - In connection with the execution of the Contract, do not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin consistent with the Commonwealth of Pennsylvania Non-Discrimination Clause. Take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin.

Comply with the Regulations of the U.S. Department of Transportation relative to non-discrimination in federally assisted programs of the Department of Transportation (Title 15, Code of Federal Regulations, Part 89).

**103.14 INTEREST OF PUBLIC OFFICIALS** - No member, official, or employee of the Department or of another state or local public body during his tenure or for one year thereafter is permitted to have any interest, direct or indirect, in the Contract or the proceeds thereof.

**103.15 INTEREST OF MEMBERS OF CONGRESS** - No Member of or Delegate to the Congress of the United States is permitted to have any share or part of this Contract or to any benefit arising therefrom.

**103.16 SUBLETTING OR ASSIGNMENT OF CONTRACTS** - Do not sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion or rights, title, or interest, without the written consent of the Engineer.

If consent is given, subletting a portion of the contract will be permitted. However, do not sublet a portion equal to, or exceeding 50 percent (50%), of the original total contract price. "Specialty Items," as identified in the proposal, may be performed by subcontract. The cost of any specialty items performed by subcontract may be deducted from the original total contract price before computing the amount of work permitted to be performed by subcontract. Subcontracts or transfer of contract will not release Contractor liability under the contract and bonds.

103.17 DISSEMINATION OF INFORMATION - Report all measurements in English units. Any reports, information, data, etc., given to or prepared or assembled under this Contract may not be made available to any individual or organization without prior written approval of the Department.

103.18 PUBLICATION, REPRODUCTION AND USE OF MATERIAL - No material produced in whole or in part under this Contract will be subject to copyright in the United States or in any other country. The Department will have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract.

103.19 AUDIT, INSPECTION OF RECORDS, AND OWNERSHIP OF MATERIALS - Permit the authorized representatives of the Commonwealth of Pennsylvania to inspect and audit all data and records relating to performance of work under the Contract. Retain records for a period of at least three (3) years after completion of the Contract. At the end of three (3) years, provide the records to the Department or obtain written permission from the Department to dispose of the records.

Provide free access of the duly authorized representatives of the Department at all reasonable times to such books and records and the right to examine and audit the same and to make such transcripts therefrom as necessary to allow inspection of all work data, documents, proceedings, and activities.

Documents, drawings, design data, and reports used or prepared in the performance of this Contract belong to and become the property of the Department in perpetuity.

103.20 CONTINGENT FEES - If requested by the Engineer, provide a sworn affidavit certifying that no company or person other than a bona fide employee was retained to solicit or secure the Contract and that no payment or agreement to pay has been made to any company or person other than a bona fide employee, any fee, gifts, or any other consideration contingent on or resulting from the award of the Contract.

103.21 GOVERNING LAW - The Contract will be governed by the laws of the Commonwealth of Pennsylvania, and applicable federal and local laws as they may from time to time be in effect.

103.22 MISCELLANEOUS PROVISIONS -

- (a) Construction Bidding. Neither the Contractor nor its member companies or their affiliated companies may bid on or perform any direct construction work in connection with this project.
- (b) Clean Air Act of 1970. Comply with all orders, applicable standards or regulations issued pursuant to the Clean Air Act of 1970.

## SECTION 104 - CONTROL AND PERFORMANCE OF WORK

104.01 SUPERVISION, PERSONNEL AND MANNER OF PROSECUTION OF WORK - Designate in writing, at the beginning of work, a competent coring supervisor or foreman who will be present at the site of the work at all times and will be responsible for supervision and performance of the work.

Directions given him by the Engineer will be binding on the Contractor, and such directions will be confirmed in writing when so requested.

Any driller who begins work under the Contract must continue to work on the project until its completion, unless the Engineer requests his transfer in writing. A driller may not be transferred without the written approval of the Engineer.

Prosecute the work in a manner that will promote rapidity in execution, secure safety of life and property and satisfy the objectives of the project in accordance with the Contract Documents.

104.02 INSPECTION OF WORK - Perform no work unless the representative of the Engineer is present or prior authorization of the Engineer is obtained in writing. Provide full opportunity at all times for inspection of the work by the Engineer. Immediately remedy any work not completed in accordance with the Contract Documents to the satisfaction of the Contract Documents and the Engineer at no additional cost to the Engineer or Department.

104.03 SCHEDULE OF WORK AND COMMUNICATIONS - Work will not be performed unless directed by the Engineer in special circumstances on the following holidays:

|                        |                                   |
|------------------------|-----------------------------------|
| New Year's Day         | Martin Luther King Jr.'s Birthday |
| President's Day        | Memorial Day                      |
| Juneteenth Day         | Labor Day                         |
| Fourth of July         | Veteran's Day                     |
| Columbus Day           | Christmas Day                     |
| Thanksgiving Day       |                                   |
| Day After Thanksgiving |                                   |

Or when holiday is celebrated on by the Department.

The Contractor will be required to have a response time of one (1) hour for all phone calls from the Department or Engineer.

The Contractor's driller supervisor for the District's projects will contact (by phone and/or email) the District's Assistant Bridge Engineer for inspection regarding bridge deck cores and the District's Pavement Engineer regarding pavement cores on a daily basis to discuss work progress, planned activities and changes in work activities.

The Contractor's drilling for each drill rig will complete a daily time verification form (DTV) and submit it to the Department within 24-hours of the day it was completed for.

104.04 LOCATION OF CORINGS AND SURVEY - The Engineer will establish the location of the corings. Furnish, without additional compensation, such labor, materials as may be required by the Engineer to establish and maintain such points, lines, marks, locations and elevations.

The approximate locations of the required corings will be provided on a report for each specific job. The exact location of the individual corings will be determined and provided by the Engineer to the Contractor in the form of latitude, longitude and offset from centerline measurements, or marked in the field by the Engineer. The Engineer will also consider other options or methods for locating the corings when presented in advance by the Contractor.

The final locations of some corings may be modified in the field by the Engineer.

104.05 NUMBER AND DEPTH OF CORINGS - The number of corings and hours of work may be increased or decreased at the discretion of the Engineer. Extend all corings to the bottommost stabilized layer unless the Engineer specifically directs otherwise.

104.06 SEQUENCE OF CORINGS - The Engineer reserves the right to designate the sequence in which corings will be made.

Replace coring hole with Portland Cement Concrete.

104.07 RESTORATION OF DISTURBED AREAS - Restore ground areas disturbed by personnel and equipment as nearly as possible to their original condition, or to the satisfaction of the property owner. Prior to starting the work, submit repair methods for PENNDOT facilities to the Department. Exercise particular care in the restoration of shrubs, lawns, fences, walls, gardens, pavements, etc., which are damaged and ascertain that all property is restored to its original condition before leaving the site. No additional payment will be made by the Engineer or the Department for restoration of disturbed areas.

104.08 SITE CLEANUP - After completing field operations, promptly remove all equipment mobilized and material brought to the site and restore the site to its original condition, as described under Section 104.09.

The work will not be considered complete until site cleanup has been completed and accepted by the Engineer.

#### 104.09 PROTECTION OF ENVIRONMENT -

All work shall be performed in accordance with Pennsylvania "The Clean Streams Law" Act of 1937, P.L. 1987, No. 394, and the Federal Clean Water Act of 1977, 33 U.S.C. 1251 et. seq.

During all phases of work, the Contractor shall conduct his operations to minimize disturbance to trees and other forms of vegetation.

The Contractor shall restrict his activities to the immediate vicinity of the coring locations as much as practical.

If the Contractor intends to use any truck mounted drill rigs to complete the work, the Contractor shall submit a list to the Engineer for approval of all corings intended for truck drills. This list should be submitted two (2) days prior to starting work.

Drill fluids will not be discharged directly into streams. Erosion and sedimentation control measures and any other related measures provided must be properly implemented and closely monitored to minimize erosion and prevent excessive sedimentation into the receiving stream channel.

The Contractor shall discuss his proposed methods for performing this work with the Engineer prior to starting any activity on the project.

Quarterly meetings are to be scheduled and held by the Contractor throughout the contract period to discuss ongoing concerns.

### SECTION 105 - PAYMENT

105.01 GENERAL - Perform all work for the compensation set forth in the Request for Quote. The compensation thus set forth includes the cost of all insurance, bonds, and other incidentals, as well

as all taxes and premiums payable under Federal, State, and Local laws applicable to labor, materials, supplies furnished, or work performed.

The basis of measurement and payment is as set forth under the Technical Provisions of these Standard Specifications for Bridge Deck and Pavement Coring and Testing, or as specified in the Request for Quote, with the latter taking precedence.

For service calls, on the days when services (including any of the items in the Contract) are requested and provided, but no work is started because of equipment/ personnel breakdown, or inclement weather causes unsafe conditions to personnel and/or motorists, a two (2) hour service charge will be paid at the rate for the requested items in the Contract provided that the Engineer is notified and agrees with the work stoppage. Days when work activity is started and equipment/personnel breakdown or inclement weather occurs after two (2) hours but before noon, four (4) hours will be paid. Days when work activity is performed before noon and Department equipment/personnel breakdown or inclement weather occurs after noon, eight (8) hours will be paid. Operation may not be shut down for snow, rain, temperature or any other weather condition unless safety is a problem. Operation may be shut down for lightning.

If equipment is incapable of performing the required duties, the hourly rate will cease until adequate repairs are made or replacement equipment is on site. No additional mobilization payment will be made for replacement equipment.

Normal working hours will be between 7:00 AM. and 5:00 P.M. Monday thru Friday not to exceed eight (8) hours per day. Workdays may be longer than eight (8) hours per day, only if authorized by the Engineer. Work only during daylight hours unless otherwise authorized by the Engineer.

Premium overtime rates will be paid only for work required to be done during evening hours (Monday - Friday) or on weekends (Saturday and Sunday).

105.02 UNIT PRICES - Except for lump sum prices which are fixed and invariable, the proposed bid price per unit specified in the Purchase Order will govern. The estimated units of these items are only approximate as indicated under Section 102.02. The Engineer reserves the right to increase or decrease the number of corings and total units of work.

105.03 INVOICING – Invoice and OS-501 should be submitted in a timely manner. Submit two (2) copies of invoices, one is to be emailed to the Project Manager for work completed. And the second invoice to Pennsylvania Department of Transportation Controller's Office, Accounts Payable, email address is on the right side of the PO for faster processing. During the course of the Contract, provide as a minimum, the following information in each invoice:

- (1) Project name, SAP P.O. number, location; date work ordered; date work began; date work completed; state project # if available; and cost per project.
- (2) Total units of each bid item completed and accepted during the invoice period, together with the bid price per unit for each bid item and an extension of the total cost for each, i.e. the amount of payment request.
- (3) A cumulative total of the completed and accepted units for each of the bid items.
- (4) A cumulative total of the amount of payment.
- (5) A cumulative total of the amount of money remaining in the contract.



## SECTION 205 - CONCRETE/MASONRY/BITUMINOUS/ASPHALT DRILLING AND CORING

205.01 DESCRIPTION - This work consists of securing intact samples from corings in pavements, bridge decks, retaining walls or abutments by diamond core drilling or shot drilling, and of advancing unsampled corings through Portland cement concrete or masonry. This may include drilling and coring through existing abutments and pavements with reinforcing steel. This work also consists of movement to and from the site and between corings, including all equipment necessary to move to and between corings, and assembly, and set up of all equipment, tools, personnel and materials necessary to complete work required under the Contract, and removal of equipment, personnel, cleaning of the site and excess materials at the completion of the work. Mobilization time from the driller's equipment yard will be paid the first day of call out and on the last day of call out. Payment terms will be dependent on Contractor's home location. The actual one-way travel time will be paid to a maximum of two (2) hours and may be adjusted at the kick-off meeting. Mobilization charges will only be paid for one site which may have multiple core drillings.

### 205.02 PROCEDURES FOR ADVANCING CORINGS IN CONCRETE/MASONRY -

- (a) General. Perform concrete or masonry coring in accordance with ASTM C42, "Standard Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete," except as modified by these Specifications to obtain concrete or masonry cores including both vertical and horizontal samples. Perform asphalt coring in accordance with AASHTO T230.
- (b) Equipment. Use a diamond core drill to obtain the required concrete or masonry specimen. For specimens to be removed by drilling downward perpendicular to a horizontal surface, a shot drill may be used with the prior approval of the Engineer. Have available various size drill bits required by ASTM C 42, including 18" (457 mm) long by 12" (305 mm) I.D. diameter thin wall bits.
- (c) Procedure for Concrete/Masonry Coring. Obtain concrete or masonry core samples by the procedure specified under Section 204.02 (c) for rock coring. After completing each coring through concrete or masonry, backfill in accordance with Section 210.
- (d) Procedure for Unsampled Concrete/Masonry Drilling. Where it is necessary to advance a coring through concrete or masonry without securing concrete or masonry core, such as for installing piezometers, slope indicator casing or other field installations, or for performing field tests at a predetermined depth, advance the boring by methods described in Section 204.02 (c), or by using a tricone roller bit. After completing each unsampled boring through concrete or masonry, backfill in accordance with Section 210.

### 205.03 BACKFILLING AND PLUGGING CORINGS - PROCEDURES AND MATERIALS

- (a) General. Temporarily plug or cap each coring which does not contain an instrument, such as a piezometer, immediately upon completion of the coring. Permanently backfill with grout and plug each coring flush with the road surface immediately after the final water level has been obtained, in accordance with the appropriate procedure specified under Sections 210.02(b), (c), (d) or (e).
- (b) Coring Through Pavement, Sidewalk, Bridge Deck, Floor Slab or Wall. Backfill the coring with grout as described above to the bottom or back of the pavement, sidewalk, floor slab or wall.

In concrete or asphalt, pavements or slabs, plug the coring at the top with a non-ferrous, non-shrink, fast-setting cement based grout of a strength and thickness equal to the original structure, pavement or slab. Use grout which exhibits no shrinkage when tested in accordance with ASTM C827, "Standard Test Method for Early Volume Change of Cementitious Mixtures."

In plugging corings through bridge decks, provide temporary support or forming to the plug acceptable to the Engineer.

In concrete structures, grout the coring for the full depth of the coring with a non-ferrous, non-shrink, fast-setting cement based grout of a strength equal to the original structure, but not less than 3000 psi.

**205.04 RECORDS AND REPORTS - DESCRIPTION** - This work consists of maintaining and confirming detailed records of the coring, sampling and testing operations.

**205.05 CORING LOGS** - Report all measurements in English units. Keep a continuous and current field record of the operation of each coring using the driller's coring log form shown in Figure 213 .02(a). Make the coring log available to the Engineer at all times for review. Within 24-hours of completion of each coring, fax the original or e-mail a scanned copy of the handwritten driller's log to the Engineer. Typed copies of the logs must be submitted to the Engineer within two days of completion of each coring. Blank copies of the logs will be supplied by the Contractor. The original handwritten driller's field logs for each coring must be submitted to the Engineer at the completion of the coring. As a minimum, provide the following information on each coring log:

**General Information:**

1. The project identification, including route, section and county.
2. The test coring identification number.
3. The date on which the coring was begun and the date on which the coring was completed.
4. The name of the drilling contractor, driller and helper.
5. The name of the Engineer and Engineer's Field Representative.
6. The elevation of the top of the test coring (if available).
7. The location of the test coring relative to project reference line (i.e., segment, offset and offset from centerline) or other suitable reference points.
8. The type of drill rig used.
9. The drilling method used to advance the coring in soil.
10. The inside and outside diameter and depth of any casing used.
11. The drilling method used to advance the coring in rock.
12. The type and size of core barrel used and bit designation.

205.06 PHOTOGRAPHS - Provide photographs with clarity sufficient to the Engineer's approval of the core samples adjacent to a measuring tape. Ensure that the core number is shown in each photograph. Submit at least three photographs per core as required to show the condition and detail all cracks and defects. Refer to Article E, Confirmation of Service and Identification of Samples and Documents.

205.07 LABELING, PACKAGING, PROTECTION AND SHIPMENT OF CONCRETE SAMPLES - DESCRIPTION - This work consists of labeling, packaging, protecting and shipping core samples in a manner that will facilitate sample identification and minimize the potential for sample disturbance or damage.

205.08 LABELING AND PACKAGING OF SAMPLES -

- (a) Samples Boxes. Construct wooden core boxes as shown in Figure 215(a) for packaging, shipment and storage of concrete cores. Construct the core boxes and partitions so as to restrain the sample jars and cores against shifting during transport. Also, construct wooden core boxes same as above but capable of storing 6 to 8 inch (152-203 mm) diameter size samples when necessary.

Place samples in the core box in the order shown in Figure 215(a). Do not transfer samples from the original field boxes without written approval. If approval is obtained, transfer samples only in the presence of the Engineer.

Do not place samples from two different corings in the same core box without prior approval.

Upon completion of each coring, clearly, accurately and permanently mark the top and underside of the core box lid, and both ends of the core box as shown in Figure 215(b).

205.9 PROTECTION AND SHIPMENT OF SAMPLES - Provide suitable dry storage for all samples until completion of all coring, sampling and testing contract work items. Store and ship all undisturbed samples in accordance with ASTM D4220. Protect all samples from excessive heat or freezing and carefully pack and handle to prevent freezing or damage during storage or shipment. Mark all samples as "Fragile", "Keep Away From Heat or Freezing." At the completion of work, ship all samples to the location indicated in the General Requirements, or as directed by the Engineer. No payment will be made for damaged or missing samples, or for the associated coring and sampling operations.

205.10 MEASUREMENT AND PAYMENT – LUMP SUM PAYMENT PER CORE.

Payment will be made at the proposed bid price per core for corings through asphalt or Portland cement product or masonry completed following all directions in Section 205 and accepted by the Project Manager.

The payment per core will be considered full payment for all costs associated with asphalt, Portland cement concrete or masonry coring and drilling, plugging/grouting, rigging, including mobilization within the same work site, all required labor, equipment and materials, and all logging, packaging, labeling, shipping and storage of concrete and masonry core.

## SECTION 212 – OFF-DUTY UNIFORMED POLICE

212.01 DESCRIPTION – This work is providing off-duty police determined by the Project Manager to be necessary during the term of the project, to direct and control traffic at locations and during hours as directed and whenever the work area is within or adjacent to a signalized intersection. Includes cost of scheduling officer and administrative costs.

## SECTION 216 - MAINTENANCE AND PROTECTION OF TRAFFIC

216.01 DESCRIPTION - This work consists of maintaining and protecting traffic in and adjacent to the area where coring, sampling and testing operations are being performed, and to provide safety for the work force. This work also includes furnishing a flashing arrow panel and/or Shadow Vehicle.

216.02 MATERIAL - Furnish material and traffic control devices necessary for the maintenance and protection of traffic, and conforming to the Traffic Control Plan; 67 PA Code, Chapter 211 (Pub. 68); and 67 PA Code, Publication 213.

216.03 PROCEDURES - Comply with the requirements of Section 103.13 and 67 PA Code, Chapter 203. In all cases, submit a traffic control plan for review and concurrence prior to starting work. Do not start work without concurrence of the Department.

Maintain a minimum of one (1) lane in each direction at all times on four (4) lane highways. Maintain a minimum of one (1) alternating lane of traffic on two (2) lane highways. The Department reserves the right to dictate hours and days of work when traffic restrictions are imposed. Install and maintain the traffic control devices as required or directed. Schedule operations to permit movement of traffic with minimum interference. If traffic interruptions become too frequent, cease operations in the area concerned, as directed. Take satisfactory remedial action to correct the situation before continuing operations.

### PURCHASE ORDER LINE ITEMS:

#### 1) DRILLING/CORING – LUMP SUM PAYMENT PER CORE = EACH

Cores will be obtained in the fashion described in Section 205, utilizing coring machine and includes labor, materials and equipment to pull core and to plug hole before vacating core location. All requirements in Section 205 are all inclusion for each core.

#### 2) SECURITY, OFF DUTY UNIFORM POLICE – PER HOUR

Payment per hours according to specification in Section 212.

#### 3) TRAFFIC MAINTENANCE, NO FLAGGER – PER HOUR

The payment per hours will be considered full payment for all costs associated with maintenance and protection of traffic, including all labor, equipment, signs and supplies.

#### 4) TRAFFIC MAINTENANCE, FLAGGER ONLY, PER STAFF, PER HOUR

The payment per hour will include hourly labor of certified flaggers on site, per flagger, per hour.

- 5) SHADOW VEHICLE - PER HOUR
- 6) ATTENUATOR – PER HOUR
- 7) ARROW PANEL BOARD – PER HOUR
- 8) 3 LINE CHARGEABLE MESSAGE SIGN – PER HOUR
- 9) MOBILIZATION FEE - PER HOUR

The payment is hours with a maximum of 2 hours each for call out and 2 for return for each site, each site may have multiple core drillings but only one mobilization fee.

- 10) CONTINGENCY FUND - This is a non-bid item. LUMP SUM AMOUNT FOR MISCELLANEOUS COSTS

This item provides payment for costs incurred related to miscellaneous materials and equipment used in the performance of work that is not included in the previous items. The price of any item to be paid must be negotiated with the Engineer in advance.

A quantity of \$20,000 on the Purchase Order and will be included in the total bid price on Purchase Order.

1100/BLM/lb