

## **DIVISION 1 - GENERAL REQUIREMENTS SECTION 01 41 26 - PERMIT REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.01 SUMMARY**

- A. Purpose - The purpose of this section is to provide the Contractor with the PENNDOT requirements relating to the permit issued to the Owner for regulations pertaining to construction activities within the PENNDOT rights-of-way.
- B. Compliance - The Contractor shall be responsible for all-special insurance requirements, bonding requirements, notifications, coordination, and compliance with the permit conditions as well as the PENNDOT regulations applicable to this work.

#### **1.02 REFERENCES**

- A. The following PENNDOT publications shall be applicable to this job:
  - 1. Publication 408, Specifications
  - 2. PA Code, Title 67, Transportation: Chapter 203, Temporary Traffic Control Guidelines
  - 3. PA Code, Title 67, Transportation: Chapter 441, Access to and Occupancy of Highway by Driveways and Local Roads
  - 4. PA Code, Title 67, Transportation: Chapter 459, Occupancy of Highways by Utilities
  - 5. PENNDOT Publication No. 72M: Standards for Roadway Construction

#### **1.03 SUBMITTALS**

- A. Certificate of Insurance: Contractor shall be responsible for including the Commonwealth of Pennsylvania, Department of Transportation, District 2-0 as a named insured on the policies so indicated. Contractor shall also be responsible for completion of PENNDOT Form M-945X (1-91) Certificate of Insurance initially and when policies are renewed. Under item (d), Policy numbers shall be shown for (d)(1) and (d)(2) and (d)(3) if blasting is proposed. If there is no blasting, so indicate under (d)(3). Form must be submitted as printed on both sides.

#### **1.04 QUALITY ASSURANCE**

- A. Debarred Contractor: In the event that the Contractor is or becomes debarred by PENNDOT under Pennsylvania Code Title 67, Chapter 459.3(1), the Contractor shall provide a subcontractor acceptable to the Owner and PENNDOT for completing the work at no additional cost to the Owner.

**1.05 COORDINATION**

- A. The Contractor shall be responsible for obtaining the insurance referred to in this specification, in a timely manner. No work shall be initiated on PENNDOT rights-of-way until the permit and these referenced documents have been submitted and approved by PENNDOT. No claim for contract time extension will be granted for delay in obtaining PENNDOT approval of insurance's.

**1.06 WARRANTY**

- A. For all work in a PENNDOT right-of-way, the Contractor shall, for a period of two (2) years, correct any defects or failures in the materials or work without cost to the Authority.

**PART 2 - PRODUCTS**

**2.01 MATERIAL**

- A. All materials including aggregate, paving, precast units, frame and covers, valve boxes, junction boxes and similar items shall be in compliance with PENNDOT requirements. All materials used in the PENNDOT Right-Of-Way shall be from PENNDOT approved suppliers as listed in Bulletin 15.

**PART 3 - EXECUTION**

**3.01 NOTICE**

- A. It shall be the Contractor's responsibility to notify PENNDOT at least five days in advance of commencement of work within the highway right-of-way and to comply with all PENNDOT permit notification requirements.

**3.02 INSPECTION**

- A. PENNDOT inspections may be required for all work in PENNDOT rights-of-way. The Authority will reimburse PENNDOT the cost of PENNDOT inspections but shall include the cost of the PENNDOT inspections thereof in amounts owed to the Authority.

**3.03 PERMIT COMPLIANCE**

- A. The Contractor shall be responsible for complying with all provisions of the permit which shall include in addition to the permit, the application and attachments thereto, figures from Chapter 203 pertaining to Maintenance and Protection of Traffic as well as the drawings included in the Project Manual.

**3.04 METHOD OF PAYMENT**

- A. The Contractor's compensation for insurance and special requirements for accomplishing of work in the PENNDOT right-of-way shall be included in the mobilization item when such item is included in a unit price contract. If there is no mobilization item, the compensation will be included in those items that incorporate the work in the PENNDOT

right-of-way.

### **3.05 RESTORATION WORK**

#### **A. Technical Requirements**

1. The technical requirements for temporary permitted restoration on a PENNDOT right-of-way is included in Section 32 12 00, entitled "Paving and Surfacing".

#### **B. Restoration Security**

1. If required by PENNDOT, the Developer/Contractor shall secure the Restoration and Maintenance Security in a form acceptable to the Department in the name of the University Area Joint Authority. Contractor shall schedule work on state highways leaving adequate time for bond processing. The Authority shall not be responsible for time delays in obtaining PENNDOT approval of bond and insurance.

### **3.06 ROADWAY PROTECTION**

#### **A. The roadways within the PENNDOT rights-of-way shall be protected in accordance with the following requirements:**

1. To protect the pavement and shoulders, Contractor's equipment shall have rubber wheels or runners and have rubber, wood or similar protective pads between the outriggers and the surface.
2. If other than rubber equipped machinery or equipment is used, the pavement and shoulders shall be protected from equipment damage by the use of matting or other suitable protective material.
3. If the equipment damages the pavement or shoulders, the Contractor shall restore the damaged pavement or shoulder, or both, to its former condition, in a manner authorized by PENNDOT at no additional cost to the Authority.

### **3.07 DISPOSITION OF MATERIALS**

#### **A. The responsibility of the Contractor for the disposition of materials within the PENNDOT rights-of-way is as follows:**

1. The Contractor shall keep the roadway free of material which may be deposited by vehicles traveling upon or entering onto the highway during the performance of work.
2. The Contractor is responsible for controlling dust conditions created by the Work.
3. Excess material and material that is not suitable for backfill shall be promptly removed and properly disposed of outside the right-of-way as the work progresses. Other suitable material shall be stored so that there will be no interference with the flow of highway drainage.

4. The Contractor shall not close a portion of the pavement or shoulder to traffic for the primary purpose of storing material. If the Contractor stores material on the pavement or shoulder, the Contractor shall repair or reconstruct the pavement and shoulder, if damaged, to its former condition, in a manner authorized by PENNDOT at no additional cost to the Authority. Delivered material may not be stored overnight on the pavement.

**END OF SECTION**