STATE OF DELAWARE

THIS COPY IS FOR INFORMATION ONLY. YOU MUST PURCHASE THE PROPOSAL IN ORDER TO SUBMIT A BID.

DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT **T200707104.01**

BRIDGE 1-330 ON N351 MARROWS ROAD OVER COOL RUN

NEW CASTLE COUNTY

ADVERTISEMENT DATE: June 11, 2012

Completion Date 124 Calendar Days

SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
DELAWARE DEPARTMENT OF TRANSPORTATION
AUGUST 2001

Bids will be received in the Bidder's Room (B1.11.01), Transportation Administration Center, 800 Bay Road, Dover, Delaware until 2:00 P.M. local time July 10, 2012

Contract No.T200707104.01

BRIDGE 1-330 ON N351 MARROWS ROAD OVER COOL RUN
NEW CASTLE COUNTY

LOCATION

These improvements are located in NEW CASTLE County more specifically shown on the Location Map(s) of the enclosed Plans.

DESCRIPTION

The improvements consist of furnishing all materials for THIS PROJECT INVOLVES THE REPLACEMENT OF THE EXISTING CORRUGATED METAL ARCH WITH A CAST-IN-PLACE CONCRETE THREE-SIDED FRAME. ADDITIONAL WORK INCLUDES MINOR RECONSTRUCTION OF THE APPROACH ROADWAY AND PLACEMENT OF RIPRAP IN THE STREAM TO PREVENT SCOUR. THE WORK WILL BE PERFORMED UNDER A FULL ROAD CLOSURE WITH DETOUR., and other incidental construction in accordance with the location, notes and details shown on the plans and as directed by the Engineer.

COMPLETION DATE

All work on this contract must be complete within 124 Calendar Days . The Contract Time includes an allowance for 15 Weather Days.

It is the Department's intent to issue a Notice to Proceed such that work starts on or about August 1, 2012.

ELECTRONIC BIDDING

This project incorporates a newer version of the electronic bidding system, Expedite 5.9a.. Bidders wishing to use the electronic bidding option will find the installation file on the plan holders bid file disk. The installation file and instructions are also available at: http://www.deldot.gov/information/business/bids/const_proj_bid_info.shtml.

PROSPECTIVE BIDDERS NOTE:

1. No retainage will be withheld on this contract.

2. The Department has adopted an External Complaint Procedure. The procedure can be viewed on our website at; http://www.deldot.gov/information/business/, or you may request a copy by calling (302) 760-2555.

3. Make note of the new version of Electronic Bidding software as noted above.

STATE OF DELAWARE
CONSTRUCTION ITEMS UNITS OF MEASURE

English Code	English Description	Multiply By	Metric Code	Metric Description	Suggested CEC Metric Code
ACRE	Acre	0.4047	ha	Hectare	HECTARE
BAG	Bag	N/A	Bag	Bag	BAG
C.F.	Cubic Foot	0.02832	m^3	Cubic Meter	M3
C.Y.	Cubic Yard	0.7646	m^3	Cubic Meter	M3
EA-DY	Each Day	N/A	EA-DY	Each Day	EA-DY
EA-MO	Each Month	N/A	EA-MO	Each Month	EA-MO
EA/NT	Each Night	N/A	EA-NT	Each Night	EA/NT
EACH	Each	N/A	EA	Each	EACH
GAL	Gallon	3.785	L	Liter	L
HOUR	Hour	N/A	h	Hour	HOUR
INCH	Inch	25.4	mm	Millimeter	MM
L.F.	Linear Foot	0.3048	m	Linear Meter	L.M.
L.S.	Lump Sum	N/A	L.S.	Lump Sum	L.S.
LA-MI	Lane Mile	1.609	LA-km	Lane-Kilometer	LA-KM
LB	Pound	0.4536	kg	Kilogram	KG
MFBM	Thousand Feet of Board Measure	2.3597	m^3	Cubic Meter	M3
MGAL	Thousand Gallons	3.785	kL	Kiloliter	KL
MILE	Mile	1.609	km	Kilometer	KM
S.F.	Square Foot	0.0929	m^2	Square Meter	M2
S.Y.	Square Yard	0.8361	m^2	Square Meter	M2
SY-IN	Square Yard-Inch	0.8495	m^2-25 mm	Square Meter-25 Millimeter	M2-25 MM
TON	Ton	.9072	t	Metric Ton (1000kg)	TON
N.A.*	Kip	4.448	kN	Kilonewton	N.A.*
N.A.*	Thousand Pounds per Square Inch	6.895	MPa	Megapascal	N.A.*

*Not used for units of measurement for payment.

GENERAL NOTICES

SPECIFICATIONS:

The specifications entitled "Delaware Standard Specifications, for Road and Bridge Construction, August, 2001", hereinafter referred to as the Standard Specifications, Supplemental Specifications, the Special Provisions, notes on the Plans, this Bid Proposal, and any addenda thereto shall govern the work to be performed under this contract.

CLARIFICATIONS:

Under any Section or Item included in the Contract, the Contractor shall be aware that when requirements, responsibilities, and furnishing of materials are outlined in the details and notes on the Plans and in the paragraphs preceding the " Basis of Payment" paragraph in the Standard Specifications or Special Provisions, no interpretation shall be made that such stipulations are excluded because reiteration is not made in the "Basis of Payment" paragraph.

ATTESTING TO NON-COLLUSION:

The Department requires as a condition precedent to acceptance of bids a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. The form for this sworn statement is included in the proposal and must be properly executed in order to have the bid considered.

QUANTITIES:

The quantities shown are for comparison of bids only. The Department may increase or decrease any quantity or quantities without penalty or change in the bid price.

REQUIREMENT BY DEPARTMENT OF LABOR FOR SWORN PAYROLL INFORMATION

Delaware Code, Title 29, Chapter 69, Section 6960, Paragraph (c)

> "(c) Every contract based upon these specifications shall contain a stipulation that certified sworn payroll reports be maintained by every contractor and subcontractor performing work upon the site of construction. The contractor and subcontractor shall keep and maintain the sworn payroll information for a period of two (2) years from the last day of the work week covered by the payroll. A certified copy of these payroll reports shall be made available:
>
> 1. For inspection or furnished upon request to a representative of the Department of Labor;
> 2. Upon request by the public or for copies thereof. However, a request by the public must be made through the Department of Labor. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Department of Labor in accordance with the Department's copying fee policy. The public shall not be given access to the records at the principal office of the contractor or subcontractor; and
> 3. The certified payroll records shall be on a form provided by the Department of Labor or shall contain the same information as the form provided by the Department and shall be provided within ten (10) days from receipt of notice requesting the records from the Department of Labor."

Contractor may contact:

Department of Labor
Division of Industrial Affairs
4425 No. Market Street
Wilmington, DE 19802

Telephone (302) 761-8200

PREFERENCE FOR DELAWARE LABOR:

Delaware Code, Title 29, Chapter 69, Section 6962, Paragraph (d), Subsection (4)b

> "In the construction of all public works for the State or any political subdivision thereof, or by firms contracting with the State or any political subdivision thereof, preference in employment of laborers, workmen or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State. Each public works contract for the construction of public works for the State or any political subdivision thereof shall contain a stipulation that any person, company or corporation who violates this section shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section."

EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

Delaware Code, Title 29, Chapter 69, Section 6962, Paragraph (d), Subsection (7)

"a. As a condition of the awarding of any contract for public works financed in whole or in part by State appropriation, such contracts shall include the following provisions:

> `During the performance of this contract, the contractor agrees as follows:
>
> 1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The contractor will take positive steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
>
> 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.'

TAX CLEARANCE:

As payments to each vendor or contractor aggregate $2,000, the Division of Accounting will report such vendor or contractor to the Division of Revenue, who will then check the vendor or contractor's compliance with tax requirements and take such further action as may be necessary to insure compliance.

LICENSE:

A person desiring to engage in business in this State as a contractor shall obtain a license upon making application to the Division of Revenue. Proof of said license compliance to be made prior to, or in conjunction with, the execution of a contract to which he has been named.

DIFFERING SITE CONDITIONS,

SUSPENSIONS OF WORK and SIGNIFICANT CHANGES IN THE CHARACTER OF WORK:

Differing site conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract of if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the engineer will investigate the conditions, and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance

of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of his/her determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

No contract adjustment will be allowed under their clause for any effects caused on unchanged work.

Suspensions of work ordered by the engineer: If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set fourth the reasons and support for such adjustment.

Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The engineer will notify the contractor of his/her determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract.

Significant changes in the character of work: The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

The term "significant change" shall be construed to apply only to the following circumstances:

(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

PREVAILING WAGES

Included in this proposal are the minimum wages to be paid various classes of laborers and mechanics as determined by the Department of Labor of the State of Delaware in accordance with Title 29 Del.C. §6960, relating to wages and the regulations implementing that Section.

Title 29 Del.C. §6960 relating to wages further stipulates "that the employer shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment,

computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics", and ... "that the scale of wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work, and that there may be withheld from the employer so much of accrued payments as may be considered necessary by the Department of Labor to pay to laborers and mechanics employed by the employer the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and rates of wages received by such laborers and mechanics to be remitted to the Department of Labor for distribution upon resolution of any claims."

Bidders are specifically directed to note the Department of Labor's regulations implementing §6960 relating to the effective date of the wage rates, at Part VI., Section C., which in relevant part states:

> "Public agencies (covered by the provisions of 29 Del.C. §6960) are required to use the rates which are in effect on the date of the publication of specifications for a given project. In the event that a contract is not executed within one hundred twenty (120) days from the date the specifications were published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project."

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 451-3423

Mailing Address:
225 CORPORATE BOULEVARD
SUITE 104
NEWARK, DE 19702

Located at:
225 CORPORATE BOULEVARD
SUITE 104
NEWARK, DE 19702

PREVAILING WAGES FOR **HIGHWAY CONSTRUCTION** EFFECTIVE MARCH 15, 2012

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
BRICKLAYERS	45.63	45.63	14.51
CARPENTERS	49.06	49.06	39.22
CEMENT FINISHERS	30.40	26.13	23.29
ELECTRICAL LINE WORKERS	22.50	54.05	21.25
ELECTRICIANS	59.10	59.10	59.10
IRON WORKERS	42.20	22.98	25.35
LABORERS	30.23	26.66	29.03
MILLWRIGHTS	16.11	15.63	13.49
PAINTERS	56.07	56.07	56.07
PILEDRIVERS	59.23	23.75	26.95
POWER EQUIPMENT OPERATORS	41.41	27.54	26.43
SHEET METAL WORKERS	22.75	20.31	18.40
TRUCK DRIVERS	32.17	22.45	22.15

CERTIFIED: 4/25/12 BY: _____
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

NOTE: THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 451-3423.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

PROJECT: T200707104.01 Bridge 1-330 on N351 Marrows Road over Cool Run, New Castle County

SUPPLEMENTAL SPECIFICATIONS TO THE AUGUST 2001 STANDARD SPECIFICATIONS

EFFECTIVE AS OF THE ADVERTISEMENT DATE OF THIS PROPOSAL AND INCLUDED BY REFERENCE

The Supplemental Specifications can be viewed and printed from the Department's Website.

To access the Website;
- in your internet browser, enter; http://www.deldot.gov
- on the left side of the page under 'INFORMATION', Click; 'Publications'
- scroll down under 'MANUALS' and Click; "Standard Specifications 2001"

The full Website Link is;
http://www.deldot.gov/information/pubs_forms/manuals/standard_specifications/index.shtml

Printed copies of the Supplemental Specifications are available upon request. A printed copy of the above referenced Supplemental Specifications will be included in the final contract documents upon award.

The Contractor shall make himself aware of these revisions and corrections (Supplemental Specifications), and apply them to the applicable item(s) of this contract.

SPECIAL PROVISIONS

CONSTRUCTION ITEM NUMBERS

All construction pay items are assigned a six (6) digit number, shown as Item Number on the Plans and/or in the Special Provisions, and shall be interpreted in accordance with the following:

Standard Item Number:

The first three digits of the construction item numbers indicates the Section number as described in the Standard Specifications, and all applicable requirements of the Section shall remain effective unless otherwise modified by the Special Provisions. The last three digits of the construction item identifies the item by sequential number under that Section. Sequential numbers for all items covered under Standard Specifications range from 000 to 499. A comprehensive list of construction item numbers begins on page 421 of the Standard Specifications. Additions to this list will be made as required.

Special Provisions Item Number:

The first three digits of the construction items, covered under Special Provisions, indicates the applicable Section number of the Standard Specifications, and shall be governed fully by the requirements of the Special Provisions. The last three digit of the items covered under Special Provisions identifies the item by sequential number. Sequential numbers for Special Provision items, range from 500 to 999.

Examples

Standard Item Number - 202000 Excavation and Embankment

202 Indicates Section Number

000 Indicates Sequential Number

Special Provision Item Number - 202500 Grading and Reshaping Roadway

202 Indicates Section Number

500 Indicates Sequential Number

401502 - ASPHALT CEMENT COST ADJUSTMENT

For Sections 304, 401, 402, 403, 404, and 405, payments to the Contractor shall be adjusted to reflect increases or decreases in the Delaware Posted Asphalt Cement Price when compared to the Project Asphalt Cement Base Price, as defined in these Special Provisions.

The Delaware Posted Asphalt Cement Price will be issued monthly by the Department and will be the industry posted price for Asphalt Cement, F.O.B. Philadelphia, Pennsylvania.

The Project Asphalt Cement Base Price will be the anticipated Delaware Posted Asphalt Cement Price expected to be in effect at the time of receipt of bids.

All deviations of the Delaware Posted Asphalt Cement Price from the Project Asphalt Cement Base Price are eligible for cost adjustment. No minimum increases or decreases or corresponding percentages are required to qualify for cost adjustment.

Actual quantity of asphalt cement qualifying for any Asphalt Cement Cost Adjustment will be computed on the basis of weight tickets and asphalt percentage from the approved job mix formula.

For Recycled Hot-Mix the asphalt percentage eligible for cost adjustment shall be only the new asphalt cement added to the mix.

There shall be no separate payment per ton (metric ton) cost of asphalt cement. That cost shall be included in the various unit prices bid per ton (metric ton) for those bid items that contain asphalt cement (mentioned above).

The Asphalt cement cost adjustment will be calculated on grade PG 64-22 asphalt regardless of the actual grade of asphalt used. The Project Asphalt Cement Base Price for the project will be $640.00 per ton ($705.48 per metric ton).

If the Contractor exceeds the authorized allotted completion time, the price of asphalt cement on the last authorized allotted work day, shall be the prices used for cost adjustment during the time liquidated damages are assessed. However, if the industry posted price for asphalt cement goes down, the asphalt-cement cost shall be adjusted downward accordingly.

NOTE

Application of Asphalt Cement Cost Adjustment requirements as indicated above shall apply only to those contracts involving items related to bituminous base and pavements, and with bitumen, having a total of 1,000 tons (1,000 metric tons) or more of hot-mix bid quantity in case of Sections 401, 402 and 403; and 15,000 gallons (60 000 liters) or more in case of Sections 304, 404 and 405.

208509 - REMOVAL OF ASBESTOS PIPE

Description:

This work consists of the removal, handling, cutting, and the proper disposal of sections of asbestos cement (AC) pipe as shown on the Contract drawings. AC pipe is also known as transite pipe. The removal and/or disturbance of asbestos containing material (ACM) are governed by the National Emissions Standards for Hazardous Air Pollutants (NESHAP) and the Occupational Safety and Health Administration (OSHA).

All asbestos removal shall be in accordance with Federal Standards, specifically 5 CCR 1001-10, Part B, 40 CRF Sec. 61, Subpart M, 40 CFR Sec. 763, subpart G, 29 CFR 1910 and 29 CFR 1926.

Any required materials or equipment, such as overalls, gloves, air respirator, etc. for persons involved in the handling of the asbestos cement materials must meet the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Standard 29 CFR 1926.

It is the Contractor's responsibility to obtain the services of a licensed or qualified asbestos Consultant/Contractor authorized in the State of Delaware to complete the work. The Contractor shall have on site at all times during asbestos cement pipe removal activities at least one worker as a "Competent Person" as defined by the National Emission Standards for Hazardous Air Pollutants (NESHAP) Program.

Construction Methods:

General:

The removal of asbestos pipe is considered a Class II asbestos abatement and all work under these special provisions shall be done in strict accordance with all applicable Federal, State, and Local regulations, standards, and codes governing asbestos abatement. Where a conflict exists between the regulations, standards, codes, or theses special provisions, the most stringent requirements shall be utilized.

Approved Disposal Sites:

Asbestos cement pipe shall be removed and disposed of at approved landfill sites Any disposal site chosen by the Contractor must have a license from the appropriate State and Federal agency to accept this material. A copy of the license or approval must be provided to the Engineer/Owner. Said license must be valid at the time of disposal in the selected landfill. The Contractor shall coordinate with the authorities in charge of the landfill for specific details on acceptability of the disposal of the asbestos-cement material.

Hazardous Waste Manifest:

The Contractor shall obtain Uniform Hazardous Waste Manifests from a source that has been approved the Environmental Protection Agency Manifest Registry to print and distribute the form. The Contractor shall provide the Owner with a signed copy of the Hazardous Waste Manifest within 45 days of the waste leaving the Project Site.

Site Preparation:

The Contractor shall make the following preparations prior to removing the asbestos cement sanitary sewer pipe:

1. Establish a regulated work area (RWA) using barricade tape.
2. Provide a hand/face wash station at the entry point to the RWA.
3. Post asbestos warning signs at the RWA entry point.
4. Establish a waste load-out area attached to the RWA.
5. Once the RWA is established and work begins, access shall be prohibited without the required personal protective equipment.

Air Monitoring:

The Contractor shall conduct air monitoring and sampling for airborne asbestos fibers pursuant to the requirements of 29 CFR 1926.1101 and all other environmental personal, and excursion sampling protocols. Worker's exposure to airborne asbestos fibers during the removal of the asbestos cement pipe shall be consistently below the Permissible Exposure Levels (PELSs).

1. Exposure shall be less than 0.1 fiber/cubic centimeter (cc) of air for an eight (8) hour time-weighted average limit (TWA), and less than 1.0 fiber/cc of air as averaged over a sampling period of thirty (30) minutes.

2. During the removal of asbestos cement pipe, the Competent Person shall conduct sampling, record data and confirm that PELS are not being exceeded.

3. The removal of asbestos cement pipe may be accomplished through the use of Negative Exposure Assessments (NEAs).

Excavation Activities:

During excavation activities of the AC pipe, the Contractor shall machine excavate to expose asbestos cement pipe and hand excavate areas under pipe where cut/breaks are planned. Excavation operations shall be carefully executed to prevent pipe damage prior to removal.

Pipe Removal and Disposal:

All AC pipe shall be removed without rendering the material friable and making the asbestos airborne. The asbestos cement pipe material shall be wetted with water prior to breaking or cutting, depending on the requirements set forth by the selected landfill. Pipe shall be cut to broken to lengths as required by the selected landfill. Pipe shall only be cut or broken within the trench area.

The asbestos cement pipe shall be completely covered with a minimum 6 mil polyethylene sheet and/or bag fastened with high strength duct tape. The free ends of the sheeting or the end of the bag shall be folded outside and over the pipe and sealed transversely with the duct tape.

The polyethylene sealed asbestos cement pipe shall be lifted intact without additional breaking and placed in a transport vehicle (box type trailer) which completely contains the wrapped and sealed portion of pipe on all sides. A box trailer with tarpaulin top is not acceptable.

Any remaining portions of asbestos cement material (i.e., pieces fragments, collars, etc.) in the trench, overburden, or work area, will be carefully collected and placed in a 6 mil polyethylene bag or sheeting. The bags or sheeted materials shall then be placed in the manner of transport mentioned above. If the polyethylene bag or sheet is torn or punctured, the Contractor must repeat the above process to assure a sealed mode of handling at no additional cost to the Owner.

Asbestos cement material shall be labeled with the following warnings:

DANGER
Contains Asbestos Fibers
Avoid Creating Dust
Cancer and Lung Disease Hazard

The label shall also identify the generator of the asbestos cement waste.

If pipe re-connection is required, the Contractor shall trim pipe ends with a wheel-type pipe cutter. The pipe ends shall then be wetted, wrapped and sealed with a minimum 6-mil poly film wrap that is securely fastened and taped to close the pipe end.

The Contractor shall certify the Owner that all asbestos cement pipe has been removed in accordance with all safety requirements.

Method of Measurement:

The quantity of asbestos cement pipe will be measured as the actual number of linear feet of pipe removed measured from end of pipe to end of pipe.

Basis of Payment:

The quantity of asbestos cement pipe will be paid for at the Contract unit price per linear foot of pipe. Price and payment will constitute full compensation for furnishing all materials; mobilization and demobilization; adhering to all Local, State and Federal regulations; services of a licensed or certified Consultant/Contractor; Cutting, removing and handling of all AC pipe; Proper transport and disposal of AC pipe any contaminated material including disposal fees; air monitoring; and for furnishing all labor, equipment, tools and incidentals required to complete the work.

2/27/12

265500 - STREAM DIVERSION

Description:

The Contractor shall be responsible for maintaining the stream flow within the Contract limits of the project at all times for the duration of the Contract. Diversion of the stream flow is intended to minimize erosion and sediment transport and permit construction under dry site conditions. The devices and methods used for diversion and maintenance of the stream flow shall be in accordance with those described in these Special Provisions together with the notes and details shown on the Plans and as directed by the Engineer.

In order to minimize permit modification requests, the design shown in the Plans was based on the most conservative stream diversion approach (i.e., the largest footprint needed to complete this work) anticipated at the time of bid. The Contractor should therefore make every effort to implement the intended design within the limits shown on the Plans without any increased impacts to the stream or wetland as depicted on the Environmental Compliance sheet(s).

If the Contractor elects to develop a stream diversion different from the one in the Plans, alternative plans to maintain stream flow during construction shall be prepared and submitted in accordance with Section 110.06 of the Standard Specifications. Any such alternate plans shall provide sufficient detail to demonstrate the adequacy of the materials, methods, and equipment in providing stream diversion and erosion and sediment control, to the satisfaction of Engineer. The plan shall include an itemized list of all materials and equipment that will be used in the stream diversion operation.

The alternate plan shall include scaled drawings of the proposal overlaid on the Environmental Compliance sheet(s) in the Plans and a table of any increased temporary impacts to wetlands and open waters. The plan shall be signed and sealed by a Professional Engineer licensed to practice in the State of Delaware.

If the Contractor finds that additional stream and/or wetland impacts are necessary, the Contractor shall submit a preliminary layout of the impacts to the Engineer and obtain written permission to proceed forward with a final design submittal. The Contractor shall submit three (3) copies of the final alternative stream diversion plan, supporting computations, maps, tables, etc. to the Engineer. The Engineer will forward the Contractor's alternative plan to the Department's Environmental Studies Office and the Department's Stormwater Engineer.

The Department's Environmental Studies Office will make application for permit modifications through the appropriate permitting authorities. It shall be the Contractor's responsibility to provide all necessary supporting paperwork required for the submission of the modification request to the appropriate permitting agency. The Environmental Studies Office will advise the Engineer of any missing or additional information needed to process the permit modification.

In preparing the proposed alternative stream diversion plan, it is the Contractor's responsibility to comply with all applicable hydrologic and hydraulic engineering standards in effect regarding capacity of the system and potential surface water impacts upstream and downstream of the stream diversion. The Contractor shall adhere to all requirements in the Delaware Erosion & Sediment Control Handbook, latest edition. The Contractor's proposed alternative stream diversion plan shall be reviewed and approved by the Department's Stormwater Engineer prior to installation or initiation of work on the stream diversion system.

The Department does not warrant or guarantee the approval of any Contractor's proposed alternative stream diversion plan by any permitting authority including the Department's Stormwater Engineer. Denial of the Contractor's alternate plan, long review times, or multiple submissions to any or all permitting authorities to gain approval shall not relieve the Contractor from its obligation to complete the project within the timeframes established in the Contract. The contractor should anticipate a two-month turnaround time between contractor submission and permitting agency approval of the permit modification(s). No additional time or payment shall be made for delays resulting from the Contractor failing to allow for proper turnaround time for permit modification approval.

Dewatering of the work area shall be accomplished in accordance with Sections 110 & 111 of the Standard Specifications. The Contractor shall acquire any dewatering or well permits needed to complete

the work and provide a copy of the permit to the Engineer prior to the initiation of any pumping of groundwater.

Materials and Construction Methods:

The Contractor shall install and test the approved stream diversion system to demonstrate its effectiveness to the satisfaction of the Engineer prior to any disturbance of the existing structure. This shall also include proper erosion and sediment control in accordance with the plans and all laws, regulations, policies, guidelines, and permits. Any deficiencies found by the Engineer shall be corrected by the Contractor at no additional cost to the Department.

All Material and Construction requirements for components used in the stream diversion system such as sand bags, geotextiles, steel sheet piles, stone, etc. which are otherwise described in the Standard Specifications are incorporated herein by reference and shall conform to the requirements in the appropriate Section of the Standard Specifications.

Method of Measurement:

The quantity of Stream Diversion will not be measured.

Basis of Payment:

The quantity of stream diversion will be paid for at the Contract lump sum price. Price and payment will constitute full compensation for all materials and labor, including, but not limited to, all sand bags, steel sheeting, diversion pipes, pumps, sediment retaining devices, riprap, geotextiles, stilling wells, sump pits and/or any excavation necessary; as well as installation and maintenance of all items during operation, and for removal of all items after they have served their purpose and restoration of the stream to preconstruction lines and grades except as provided for by the plans. Cost associated with repairing, replacing and maintaining the stream diversion items shall be included in the lump sum bid price.

The stream diversion system is designed to overtop in high flow events. Any damage during an overtopping event, including necessary cleaning and rebuilding of the stream diversion system shall be paid under force account. Payment will not be made for any stream diversion materials installed prior to approval from the Engineer.

All materials used for the stream diversion system shall remain the property of the Contractor after removal. Payment shall also include design and preparation of all plan submittals and supporting paperwork and copies, permit acquisition costs, and all labor, equipment, tools, and incidentals necessary to complete the stream diversion operation.

Payment for dewatering of the work area shall be in accordance with Sections 111 & 207 of the standard specifications.

7/26/2010

270500 - DEWATERING BAG

Description:

This work consists of furnishing, placing, maintaining and removing a dewatering bag used to remove sediment from the effluent of a dewatering operation.

Materials:

A. Fabric. The dewatering bag shall be constructed of a non-woven geotextile fabric conforming to the following properties:

Properties	Values	Test Method
Weight	10 oz/yd² (min)	ASTM D-3776
Tensile Strength	250 lb (min)	ASTM D-4632
Puncture Resistance	165 lb (min)	ASTM D-4833
Flow Rate	70 gal/min-ft² (max)	ASTM D-4491
Permitivity	1.3 sec^{-1} (max)	ASTM D-4491
Bursting Strength	550 psi (min)	ASTM D-3786
UV Resistance	70% (min)	ASTM D-4355
AOS	150 micron (max)	ASTM D-4751

B. Seams. The dewatering bag construction shall consist of double-sewn seams, to form a continuous surface except for the inlet opening. The seams shall have a minimum strength of 100 lb/in, when tested in accordance with ASTM d-4884.

C. Inlet Opening. The dewatering bag shall have an inlet opening capable of accommodating at maximum a 4″ diameter hose. The opening shall be such that it can be sealed tightly around the effluent hose to prevent non-filtered water from escaping.

Construction Methods:

Construction. Dewatering bags shall be placed at locations designated on the plans or as approved by then Engineer. The dewatering bags discharge pipe shall be tightly sealed at the inlet and the pumping rate shall not exceed the manufacturer recommendations. The dewatering effluent shall be discharged without causing any erosion between the dewatering bag and the outlet. The method of erosion control shall be approved by the Engineer.

Maintenance. When the dewatering bag cannot readily pass any more water as determined by the Engineer, a new dewatering bag shall be furnished and placed.

The Contractor shall properly remove and dispose of the dewatering bag when it is replaced or when it is no longer needed. Additional straps may be necessary to safely transport the dewatering bag after it has been filled with sediment.

Performance Requirement. To be considered acceptable, the dewatering bag shall filter all effluent so that soil particles retained on a #100 sieve (150 microns) are captured in the bag and removed from the discharge water.

Method of Measurement:

Each acceptable dewatering bag is counted, each. Each replacement bag, required when the previous bag is discarded, is also counted, each.

Basis of Payment:

The price and payment for each measured dewatering bag, paid for at the Contract unit price, will constitute full compensation for the work of furnishing, placing, maintaining and removing the dewatering bag. This work includes, but is not limited to, excavating and preparing the bag site (foundation and outfall); removing the dewatering bag and its contents; restoring the bag site, if needed (with grass seed and mulch); and supplying materials, labor, equipment, tools and incidentals required to complete the work.

11/21/03

401644 - SUPERPAVE, TYPE C HOT-MIX, 115 GYRATIONS, PG 64-22 (CARBONATE STONE)
401645 - SUPERPAVE, TYPE C HOT-MIX, 160 GYRATIONS, PG 64-22 (CARBONATE STONE)
401646 - SUPERPAVE, TYPE C HOT-MIX, 205 GYRATIONS, PG 64-22 (CARBONATE STONE)

401647 - SUPERPAVE, TYPE B HOT-MIX, 115 GYRATIONS, PG 64-22
401648 - SUPERPAVE, TYPE B HOT-MIX, 160 GYRATIONS, PG 64-22
401649 - SUPERPAVE, TYPE B HOT-MIX, 205 GYRATIONS, PG 64-22

401650 - SUPERPAVE, TYPE C HOT-MIX, 115 GYRATIONS, PG 70-22 (CARBONATE STONE)
401651 - SUPERPAVE, TYPE C HOT-MIX, 160 GYRATIONS, PG 70-22 (CARBONATE STONE)
401652 - SUPERPAVE, TYPE C HOT-MIX, 205 GYRATIONS, PG 70-22 (CARBONATE STONE)

401653 - SUPERPAVE, TYPE B HOT-MIX, 115 GYRATIONS, PG 70-22
401654 - SUPERPAVE, TYPE B HOT-MIX, 160 GYRATIONS, PG 70-22
401655 - SUPERPAVE, TYPE B HOT-MIX, 205 GYRATIONS, PG 70-22

401656 - SUPERPAVE, TYPE C HOT-MIX, 115 GYRATIONS, PG 76-22 (CARBONATE STONE)
401657 - SUPERPAVE, TYPE C HOT-MIX, 160 GYRATIONS, PG 76-22 (CARBONATE STONE)
401658 - SUPERPAVE, TYPE C HOT-MIX, 205 GYRATIONS, PG 76-22 (CARBONATE STONE)

401659 - SUPERPAVE, TYPE B HOT-MIX, 115 GYRATIONS, PG 76-22
401660 - SUPERPAVE, TYPE B HOT-MIX, 160 GYRATIONS, PG 76-22
401661 - SUPERPAVE, TYPE B HOT-MIX, 205 GYRATIONS, PG 76-22

401662 - SUPERPAVE, BITUMINOUS CONCRETE BASE COURSE, 115 GYRATIONS, PG 64-22
401663 - SUPERPAVE, BITUMINOUS CONCRETE BASE COURSE, 160 GYRATIONS, PG 64-22
401664 - SUPERPAVE, BITUMINOUS CONCRETE BASE COURSE, 205 GYRATIONS, PG 64-22

401665 - SUPERPAVE, TYPE C HOT-MIX, 160 GYRATIONS, PG 64-22, PATCHING
401666 - SUPERPAVE, TYPE B HOT-MIX, 160 GYRATIONS, PG 64-22, PATCHING
401667 - SUPERPAVE, BITUMINOUS CONCRETE BASE COURSE, 160 GYRATIONS, PG-64-22, PATCHING

401668 - SUPERPAVE, TYPE C HOT-MIX, 160 GYRATIONS, PG-64-22, WEDGE
401669 - SUPERPAVE, TYPE B HOT-MIX, 160 GYRATIONS, PG-64-22, WEDGE

401704 - SUPERPAVE, TYPE C HOT-MIX, 115 GYRATIONS, PG 64-22, (NON-CARBONATE STONE)
401705 - SUPERPAVE, TYPE C HOT-MIX, 160 GYRATIONS, PG 64-22, (NON-CARBONATE STONE)
401706 - SUPERPAVE, TYPE C HOT-MIX, 205 GYRATIONS, PG 64-22, (NON-CARBONATE STONE)

401707 - SUPERPAVE, TYPE C HOT-MIX, 115 GYRATIONS, PG 70-22, (NON-CARBONATE STONE)
401708 - SUPERPAVE, TYPE C HOT-MIX, 160 GYRATIONS, PG 70-22, (NON-CARBONATE STONE)
401709 - SUPERPAVE, TYPE C HOT-MIX, 205 GYRATIONS, PG 70-22, (NON-CARBONATE STONE)

401710 - SUPERPAVE, TYPE C HOT-MIX, 115 GYRATIONS, PG 76-22, (NON-CARBONATE STONE)
401711 - SUPERPAVE, TYPE C HOT-MIX, 160 GYRATIONS, PG 76-22, (NON-CARBONATE STONE)
401712 - SUPERPAVE, TYPE C HOT-MIX, 205 GYRATIONS, PG 76-22, (NON-CARBONATE STONE)

Description:

The following Subsections of the Standard Specifications shall be applicable: 401.01, 401.03 - 401.10, 401.12, and 401.13. All other subsections have been modified herein.

The Contractor shall read and thoroughly understand the requirements of the QA/QC specification as defined in item 401699. It is the responsibility of the Contractor to determine all costs associated with meeting these requirements and to include them in the per ton bids for the various Superpave bituminous concrete items. The Contractor shall also be aware that the pay adjustment factors in item 401699 will be applied to the Superpave bituminous concrete payments to determine the bonus or penalty for the item.

Materials:

Materials for hot-mix, hot-laid bituminous concrete shall conform to the requirements of Subsections 823.01, 823.05- 823.17, and 823.25 - 823.28 of the Standard Specifications and the following.

Asphalt Binder:

The asphalt binder shall meet the requirements of Superpave PG 64-22, PG 70-22, or PG 76-22 performance grade asphalt, as referenced in the Plans, according to M-320, Table 1 and tested according to AASHTO PP6 with the following test ranges:

TEST PROCEDURE	AASHTO REFERENCE	SPECIFICATION LIMITS
Temperature, °C	M-320	Per Grade
Original DSR, G*/sin (δ)	T-315	1.00 - 2.00 kPa
RTFO DSR, G*/sin (δ)	T-315	2.20 - 5.00 kPa
PAV DSR, G*/sin (δ)	T-315	1400 - 5000 kPa
BBR Creep Stiffness	T-313	90.0 - 300.0 kPa
BBR — value	T-313	0.300 - 0.440

Substitution of a higher temperature grade will require prior approval by the Engineer.

Recycled Materials:

The percentage allowance of recycled materials (recycled asphalt pavement and/or shingles) shall be controlled through the use of the Materials & Research recycled mixture program available through the Materials & Research Section. The program can be used by the Contractor to determine which materials and combinations of materials can be used to meet the specified material on the contract.

If the Contractor proposes to use a combination of materials that are not covered by this program, the mix design shall be submitted and reviewed by the Engineer.

Shingles:

Only shingles reclaimed from shingle manufacturers such as tabs, punch-outs, and damaged new shingles shall be allowed in the mixture. Post-consumer shingles or used shingles shall not be permitted in the mixture and all shingles shall be free of all foreign material and moisture. Fiberglass-backed and organic felt-backed shingles shall be kept separately and both materials shall not be used in the same mixture at the same time. The shingles shall be broken down in the mixing process with 100% passing the ½ in (12.5 mm) sieve. Shipping, handling, and shredding costs are incidental to the price of Superpave item.

Mineral Aggregate:

The mineral aggregate employed in the target gradation of the job mix formula (JMF) shall conform to Section 805 and the following criteria. These criteria apply to the combined aggregate blend.

DESIGN ESAL'S (MILLIONS)	COARSE AGGREGATE ANGULARITY[1] (% MIN)		FINE AGGREGATE ANGULARITY[2] (% MIN)		CLAY CONTENT[3] (% - MIN)	FLAT AND ELONGATED [4] (% - MAX)
	≤ 100 MM	> 100 MM	≤ 100 MM	> 100 MM		
< 0.3	55/-	-/-	-	-	40	-
0.3 to < 3	75/-	50/-	40	40	40	10
3 to <10	85/80[5]	60/-	45	40	45	
10 < 30	95/90	80/75	45	40	45	
≥30	100/100	100/100	45	45	50	

[1]Coarse Aggregate Angularity is tested according to ASTM D5821.
[2]Fine Aggregate Angularity is tested according to AASHTO TP-33.
[3]Clay Content is tested according to AASHTO T176.
[4]Flat and Elongated is tested according to ASTM 4791 with a 5:1 aspect ratio.
[5] 85/80 denotes that 85% of the coarse aggregate has one fractured face and 80% has two or more fractured faces.

The following source properties apply to the individual aggregates in the aggregate blend for the proposed JMF.

TEST METHOD	SPECIFICATION LIMITS
Toughness, AASHTO T96 Percent Loss, Maximum	40
Soundness, AASHTO T104 Percent Loss, Maximum for five cycles	20
Deleterious Materials, AASHTO T112 Percent, Maximum	10
Moisture Sensitivity, AASHTO T283 Percent, Minimum	80

For any roadway with a minimum average daily traffic volume (ADT) of 8000 vehicles and a posted speed of 35 mph (60 kph) or greater, the polish value of the composite aggregate blend shall be greater than 8.0 when tested according to Maryland State Highway Administration MSMT 411 – "Laboratory Method of Predicting Frictional Resistance of Polished Aggregates and Pavement Surfaces." RAP shall be assigned a value of 4.0. The Contractor shall supply all polish values to the Engineer upon request.

Mineral Filler:

The mineral filler shall conform to AASHTO M17.

Mixture Requirements:

Mix Design. Develop and submit a job mix formula for each mixture according to AASHTO R35. Each mix design shall be capable of being produced, placed, and compacted as specified.

Gradation: The FHWA Superpave 0.45 Power Chart with the recommended restricted zone shall be used to define permissible gradations for the specified mixture. Type C shall be either a No.4 (4.75 mm), 3/8" (9.5 mm), or 1/2" (12.5 mm) Nominal Maximum Aggregate Size Hot-Mix. Unless otherwise noted in the Plans, the Type C shall meet the 3/8" (9.5 mm) Nominal Maximum Aggregate Size. Type B Hot-Mix shall be the 3/4" (19.0 mm) Nominal Maximum Aggregate Size and the Bituminous Concrete Base Course (BCBC) shall be the 1" (25.0 mm) Nominal Maximum Aggregate Size. Target values for percent passing each standard sieve for the design aggregate structure shall comply with the Superpave control points and should avoid the

restricted zone. Percentages shall be based on the washed gradation of the aggregate according to AASHTO T11.

In addition to the results of the material requirements specified above, the following material properties shall be provided by the contractor: bulk specific gravity $G_{sb,}$ apparent specific gravity G_{sa}, and the absorption of the individual aggregate stockpiles to be used, tested according to AASHTO T84 and AASHTO T85 and reported to three decimal places along with the specific gravity of the mineral filler to be used, tested according to AASHTO T100 and reported to three decimal places.

Superpave Gyratory Compactive (SGC) Effort:

The Superpave Gyratory Compaction effort employed throughout mixture design, field quality control, or field quality assurance shall be as indicated below. All mixture specimens tested in the SGC shall be compacted to N_M Height data provided by the SGC shall be employed to calculate volumetric properties at N_I, N_D, and N_M

Superpave Gyratory Compactive (SGC) Effort:

DESIGN TRAFFIC LEVEL (MILLION ESAL'S)	$N_{INITIAL}$	N_{DESIGN}	$N_{MAXIMUM}$
0.3 to < 3	7	75	115
3 to < 30	8	100	160
≥30	9	125	205

Volumetric Design Parameters. The design aggregate structure at the target asphalt cement content shall satisfy the volumetric criteria below:

DESIGN ESAL'S (MILLION)	REQUIRED DENSITY (% OF THEORETICAL MAXIMUM SPECIFIC GRAVITY)			VOIDS-IN-MINERAL AGGREGATE (% - MINIMUM) NOMINAL MAX. AGGREGATE (MM)					VOIDS FILLED WITH ASPHALT (% - MINIMUM)
	$N_{INITIAL}$	N_{DESIGN}	N_{MAX}	25.0	19.0	9.5	12.5	4.75	
0.3 to < 3	≤ 90.5	96.0	≤ 98.0	12.5	13.5	15.5	14.5	16.5	65.0 - 78.0
3 to < 10	≤ 89.0								65.0 - 75.0[1]
10 < 30									
≥ 30									

Air voids (V_a) at N_{design} shall be 4.0% for all ESAL designs. Air voids (V_a) at N_{max} shall be a minimum of 2.0% for all ESAL designs

The dust to binder ratio for the mix having aggregate gradations above the Primary Control Sieve (PCS) Control Points shall be 0.6-1.2. For aggregate gradations below the PCS Control Points, the dust to binder ratio shall be 0.8-1.6. For the No. 4 (4.75 mm) mix, the dust to binder ratio shall be 0.9-2.0 whether above or below the PCS Control Points.

For 3/8" (9.5 mm) Nominal Maximum Aggregate Size mixtures, the specified VFA range shall be 73.0% to 76.0% and for 4.75 mm Nominal Maximum Size mixtures, the range shall be 75 % to 78% for design traffic levels ≥3 million ESALs.

Gradation Control Points:

The combined aggregates shall conform to the gradation requirement specified in the following table when tested according to T-11 and T-27.

Nominal Maximum Aggregates Size Control Points, Percent Passing										
	25.0 MM		19.0 MM		12.5 MM		9.5 MM		4.75 MM	
SIEVE SIZE	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
37.5 MM	100	-	-	-	-	-	-	-	-	-
25.0 MM	90	100	100	-	-	-	-	-	-	-
19.0 MM	-	90	90	100	100	-	-	-	-	-
12.5 MM	-	-	-	90	90	100	100	-	100	-
9.5 MM	-	-	-	-	-	90	90	100	95	100
4.75 MM	-	-	-	-	-	-	-	90	90	100
2.36 MM	19	45	23	49	28	58	32	67	-	-
1.18 MM	-	-	-	-	-	-	-	-	30	60
0.075 MM	1	7	2	8	2	10	2	10	6	12

Note: The aggregate's gradation for each sieve must fall within the minimum and maximum limits.

Gradation Classification:

The Primary Control Sieve (PCS) defines the break point of fine and coarse mixtures. The combined aggregates shall be classified as coarse graded when it passes below the Primary Control Sieve (PCS) control point as defined below. All other gradations shall be classified as fine graded.

PCS CONTROL POINT FOR MIXTURE NOMINAL MAXIMUM AGGREGATES SIZE (% PASSING)					
Nominal maximum Aggregates Size	25.0 mm	19.0 mm	12.5 mm	9.5 mm	4.5 mm
Primary Control Sieve	4.75 mm	4.75 mm	2.36 mm	2.36 mm	1.18 mm
PCS Control Point	40	47	39	47	30-60

Plant Production Tolerances:

Volumeric Property	Superpave Criteria
Air Voids (V_a) at (%) N_m Air Voids (V_a) at N_{design} (%)	2.0 (min) 5.5 (max)
Voids in Mineral Aggregate (VMA) at N_{design} 25.0 mm Bituminous Concrete Base Course 19.0 mm Type B Hot-Mix 12.5 mm Type C Hot-Mix 9.5 mm Type C Hot-Mix 4.5 mm Type C Hot-Mix	 -1.2 +2.0

Design Evaluation:

The contractor shall furnish a Job Mix Formula (JMF) for review and approval. The Engineer may elect to evaluate the proposed JMF and suitability of all materials. All materials requested by the Engineer shall be provided at the contractor's expense to the Central Laboratory in Dover in a timely manner upon request. To verify the complete mixture design and evaluate the suitability of all materials, the following approximate quantities are required:

5.25 gal (20 liters) of the asphalt binder;
0.13 gal (0.5 liters) sample of liquid heat-stable anti-strip additive;
254 lb. (115 kg) of each coarse aggregate;
154 lb. (70 kg) of each intermediate and fine aggregate;
22 lb. (10 kg) of mineral filler; and
254 lb. (115 kg) of RAP, when applicable.

The proposed JMF shall include the following:

Plot of the design aggregate structure on the FHWA Superpave 0.45 power chart showing the maximum density line, Superpave control points, and recommended restricted zone.

Plot of the three trial asphalt binder contents at +/- 0.5% gyratory compaction curves where the percent of maximum specific gravity (% of G_{mm}) is plotted against the log base ten of the number of gyrations (log (N)) showing the applicable criteria for N_i, N_d, and $N_{m.}$

Plot of the percent asphalt binder by total weight of the mix (P_b) versus the following:

% of G_{mm} at N_d, VMA at N_d, VFA at N_d, Fines to effective asphalt binder (P_{be}) ratio, and unit weight (kg/m^2) at both N_d and N_m.

Summary of the consensus property standards test results for the design aggregate structure, summary of the source property standards test results for the individual aggregates in the design aggregate structure, target value of the asphalt binder content, and a table of G_{mm} of the asphalt mixture for the four trial asphalt binder contents determined according to AASHTO T209.

The JMF shall also include the NCAT Ignition Oven calibration for the specific materials utilized for this mix.

Construction.

Weather Limitations. Place mix only on dry, unfrozen surfaces and only when weather conditions allow for proper production, placement, handling, and compacting.

Compaction:

Compaction shall be tested and paid per Item 401699 - Quality Control/Quality Assurance of Bituminous Concrete .05 (b) Pavement Construction - Tests and Evaluations.

Method of Measurement and Basis of Payment:

Method of Measurement and Basis of Payment will be in accordance with Subsections 401.14 and 401.15 of the Standard Specifications.

The item 401699, will define adjustment factor to be applied to the bituminous concrete payments for bonus or penalty.

1/06/2010

401699 - QUALITY CONTROL/QUALITY ASSURANCE OF BITUMINOUS CONCRETE

.01 Description.

This item shall govern the Quality Control/Quality Assurance Testing for supplying hot-mix asphalt plant materials and constructing hot-mix asphalt pavements.

The Contractor shall be responsible for providing the quality level of materials and construction incorporated into the Contract that will meet the requirements of the Contract. The Contractor shall perform all necessary quality control inspection, sampling, and testing. The Engineer will evaluate all materials and construction for acceptance. The procedures for Quality Control and Acceptance are described in this Section.

.02 Definitions.

- **Acceptable Quality Level (AQL):** That level of percent within limits (PWL) to which the Engineer will consider the work completely acceptable.
- **Acceptance Plan:** Factors that comprise the Engineer's determination of the degree of compliance with contract requirements and value of the product. These factors include the Engineer's sampling, testing, and inspection.
- **Delaware Asphalt Pavement Association (DAPA):** The organization representing the interests of hot-mix asphalt producers and Contractors. The Engineer has a copy of the DAPA officers' names and point(s) of contact.
- **Dispute Resolution:** The procedure used to resolve conflicts resulting from discrepancies between the Engineer's and the Contractor's results of sufficient magnitude to impact payment. The testing will take place at a location and time mutually agreeable by both the Engineer and the Contractor.
- **Full Depth Construction –** Construction of an adequate pavement box on a subgrade and subbase prepared by the contractor
- **Independent Assurance:** An unbiased and independent verification of the Quality Assurance system used, and the reliability of the test results obtained in regular sampling and testing activities. The results of Independent Assurance are not to be directly used as a basis of material acceptance.
- **Job Mix Formula (JMF)/Mixture Identification (ID):** The target values for individual aggregate size gradation percentages and the asphalt percentage, the sources of each of the component materials, the proposed proportions of component materials to be used to meet those target values, the asphalt proportion, and the mixing temperature. The Engineer will assign uniquely individual mixture identification for each JMF submitted and approved.
- **Lower Quality Index (QL):** The index reflecting the statistic related to the lower boundary to which a sample (or sample statistic) may deviate from the target value and still be considered acceptable.
- **Mean:** A statistical measure of the central tendency – the average value.
- **Operational Day:** A day in which the Engineer has approved a lane closure for the Contractor to perform work within an approved MOT plan.
- **Percent Within Limits (PWL):** That amount of material or workmanship that has been determined, by statistical method, to be within the pre-established characteristic boundary(ies).
- **Qualified Laboratory:** A laboratory mutually agreed upon by both DAPA and the Engineer as having proper test equipment that has been calibrated in accordance to AASHTO.
- **Qualified Technician:** Personnel mutually agreed upon by both DAPA and the Engineer as having adequate training, experience, and abilities to perform the necessary testing. The minimum qualifications are either a recognized nationally accredited or certified Superpave testing certificate or been working in hot-mix asphalt testing for at least one year.
- **Quality Assurance (QA):** All those planned and systematic actions necessary to provide adequate confidence that a product or service will satisfy given requirements for quality.
- **Quality Control (QC):** The sum total of the activities performed by the Contractor in order to assure that the product meets contract requirements.
- **Quality Control (QC) Plan:** The detailed description of the type and frequency of inspection, sampling, and testing deemed necessary to measure and control the various properties governed by the Specifications. The QC Plan must address the actions needed to keep the process in control, detect when the process is going out of control, and responses to correct the situation(s).

- **Quality Level Analysis:** A statistical procedure that provides a method for estimating the percentage of each lot or sublot of material, product, item of construction, or completed construction that may be expected to be within specified tolerances.
- **Standard Deviation:** A term used in statistics to indicate the value calculated from the square root of the difference between the individual measurements in a group and their average. Standard deviation is calculated by taking the square root of the sum of the squares of the differences of each of n values and the mean value, this sum first divided by (n-1).
- **Target Value:** The acceptable value for a controlling characteristic of a product. The JMF will establish each of these values for the material.
- **Test Methods:** Shall be AASHTO test methods. Copies of these test methods shall be available at each qualified laboratory.
- **Upper Quality Index (QU):** The index reflecting the statistic related to the upper boundary to which a sample (or sample statistic) may deviate from the target value and still be considered acceptable.

- **Volumetric Properties:** Air voids, voids in mineral aggregates (VMA), voids filled with asphalt (VFA), and dust to effective asphalt.

.03 Equipment.

(a) Material Production Test Equipment.

The Contractor shall establish, maintain, and operate a qualified testing laboratory at the production plant site of sufficient size and layout that will accommodate the testing operations of both the Contractor and the Engineer. The Contractor shall maintain all the equipment used for handling, preparing, and testing materials in proper operating condition. For any laboratory equipment malfunction, the Contractor shall remedy the situation within one working day or the Engineer may reject production. In the case of an equipment malfunction, and while waiting for repairs to equipment, the Engineer may elect to test the material at either another production facility or the Engineer's laboratory to obtain payment factors.

The following shall be the minimum calibrations for the referenced equipment:

- SUPERPAVE^{R} Gyratory Compactor: once every year; verified once every month by the Engineer.
- Ovens: once every three months, verified once every month.
- Vacuum Container and Gauge (Rice Bowls): once every three months, verified once every month.
- Balances and Scales: once every year, verified once every month.
- Thermometers: once a year; verified once every month.
- Gyratory Compactor molds and base plates: once every year
- Mechanical Shakers: once every year
- Sieve Verifications: once every year

All calibrations shall be documented and on file for review by the Engineer at any time.

(b) Pavement Construction Test Equipment.

The Contractor shall furnish and use in-place density gauges, or coring equipment, or both, as necessary to meet the requirements of these Specifications.

.04 Quality Control (QC) Plan.

(a) Material Production QC.

(1) Job Mix Formula – Material Production.

The Contractor shall submit for approval to the Engineer the job mix formula (JMF) design of the component materials and target characteristic values for each mixture proposed for use. Once the JMF is submitted to the Engineer, the Engineer will have up to three weeks to review the submitted information. However, a provision for a more timely approval is available to the Contractor; first, the Contractor shall submit the proper documentation on Pinepave mixture design software for the Engineer's approval. After that approval from the Engineer, the Contractor shall produce the new mixture for a non-Department project. The Engineer will test the material, by taking three series per the specifications. If the Engineer's test results are within the specifications, then the mixture will be approved by the Engineer for Department projects.

The component materials design shall include designating the source and the expected proportion (within 1 percent for the aggregate components, and within 0.1 percent for the other components) of each component to be used in order to produce workable hot-mix asphalt having the specified properties. For plant component feed adjustments, RAP can be considered in the same manner as an individual aggregate component. The JMF target characteristic values include the mixing temperature range, core temperature range for gyration, the percentage of the asphalt cement component (both total and virgin), and the percentages of the aggregate amounts retained on the sieves to be addressed by the JMF as shown in Table 1.

The Contractor shall provide an ignition oven correction number for each JMF. The Contractor shall also supply to the Engineer weighed material of each JMF so correction numbers can be established for the Engineer's equipment for Dispute Resolution samples.

Prior to starting production of a new mixture, the Contractor shall submit a JMF. For any mixture that has a 20% or greater failure rate on any combined volumetric criteria, the JMF will not be approved for use on Department contracts. In order to be approved, a re-design of the mixture will have to be completed by the Contractor for review and approval by the Engineer. The Contractor shall uniquely title each JMF. The Contractor shall submit test data with each JMF and tests performed by a Qualified Laboratory on representative materials, verifying the adequacy of the design. Refer to the specifications for each mix type in order to determine the design requirements. The JMF sieve percentage values shall conform to the ranges shown in Table 1.

If there is a change in the source of any of the component materials, other than asphalt, if there is a change in the proportions of the aggregate components or the percent passing for each sieve by more than 5 percent from the submitted JMF, or if there is a change in the percentage of the asphalt cement component by 0.2 percent or more, which causes the volumetrics to change from the originally submitted JMF, a new JMF is required. Also, if the asphalt cement target percentage is lowered, all volumetric criteria must still be achieved.

According to the Contractor's QC Plan, the Contractor shall inform the Engineer of any proposed changes to an existing JMF. The Contractor shall notify the Engineer by electronic mail of the proposed changes. The Engineer will reply to the proposed changes within one operational day and notify the Contractor of the effective date of the changes.

Although a new JMF is not required, the Contractor must notify the Engineer of any change in the proportions of the components. This notification shall include the total change made from the approved JMF proportions, and the effective time of the change.

All submitted JMF's shall correspond to the Pinepave mixture design software. The Engineer, for evaluation of the submitted JMF, will use the first three test samples. These test results acquired during production shall be within the following range compared to the submitted JMF on the Pinepave mixture design software: G_{mm}: + / -0.030 and G_{mb}: + / - 0.040

Table 1 - Aggregate Gradation - JMF and Control Point Information

Sieves to be addressed by JMF/Range values are percentages passing by weight

Sieve Size mm (inch)	4.75 mm	4.75mm Range	9.5 mm	9.5mm Range	12.5 mm	12.5mm Range	19.0 mm	19.0mm Range	25.0 mm	25.0mm Range
37.5(1.5)	No		No		No		No		Yes	100
25.0(1.0)	No		No		No		Yes	100	Yes	90-100
19.0 (3/4)	No		No		Yes	100	Yes	90-100	Yes	20-90
12.5(1/2)	Yes	100	Yes	100	Yes	90-100	Yes	23-90	Yes	
9.5 (3/8)	Yes	95-100	Yes	90-100	Yes	28-90	Yes		Yes	
4.75(#4)	Yes	90-100	Yes	32-90	Yes		Yes		Yes	

Table 1 - Aggregate Gradation - JMF and Control Point Information										
Sieves to be addressed by JMF/Range values are percentages passing by weight										
Sieve Size mm (inch)	**4.75 mm**	**4.75mm Range**	**9.5 mm**	**9.5mm Range**	**12.5 mm**	**12.5mm Range**	**19.0 mm**	**19.0mm Range**	**25.0 mm**	**25.0mm Range**
2.36(#8)	Yes		Yes	32-67	Yes	28-58	Yes	23-49	Yes	19-45
(#16)	Yes	30-60	Yes		Yes		Yes		Yes	
(#30)	Yes		Yes		Yes		Yes		Yes	
(#50)	Yes		Yes		Yes		Yes		Yes	
(#100)	Yes		Yes		Yes		Yes		Yes	
.075(#200)	Yes	6-12	Yes	2-10	Yes	2-10	Yes	2-8	Yes	1-7

(2) Process Control – Material Production.

The Contractor shall submit in writing (letter or electronic mail) a QC Plan from each proposed production plant to the Engineer; no hot-mix asphalt material will be accepted until the Engineer approves the QC Plan. This plan must be submitted to the Engineer on an annual basis for review and approval prior to material production. The Engineer will send a signed copy back to the Contractor stating that it is approved. The approved QC Plan shall govern contractor operations.

The following are considered significant violations to the Contractor's QC Plan:

- Using testing equipment that is knowingly out of calibration or is not working properly.
- Reporting false information such as test data, JMF information, or any info requested by DelDOT
- When the Contractor fails to comply to their approved QC Plan in reference to materials testing
- Substantial deviations to AASHTO or DelDOT procedures when running tests, sampling stockpiles, or testing hot mix.
- The use of any material not listed in the JMF.
- The use of the wrong PG graded asphalt.
- If samples fall within the Contractors action points in the QC Plan but the Contractor fails to take the corrective action in the approved QC Plan

If a Contractor is found in violation of any of these items, they will receive a written warning for their first violation. If the Contractor is found in violation a second time on any of the criteria, they will forfeit any bonus from that day's production. If the Contractor is found in violation a third time on any of the criteria, they will receive a five percent (5%) deduction for that day's production. If the Contractor is found in violation a fourth time, the plant will not be approved for production until such time that the Contractor addresses the violation of the QC plan to the satisfaction of the Engineer. If the Engineer approves the changes in advance, the Contractor may make changes to the QC Plan. All changes shall be submitted and approved in writing by the Engineer.

The QC Plan shall include actions that will assure all materials and products will conform to the specifications, whether manufactured or processed by the Contractor, or procured from suppliers, subcontractors, or vendors. The Contractor shall perform the inspection and tests required to substantiate product conformance to contract requirements. The Contractor shall document QC inspections and tests, and provide copies to the Engineer when requested. The Contractor shall maintain records of all inspections and tests for at least one year. The records shall include the date, time, and nature of deficiency or deficiencies found; the quantities of material involved until the deficiency was corrected; and the date, time, and nature of corrective actions taken.

In the QC Plan, the Contractor shall detail the type and frequency of inspection, sampling, and testing deemed necessary to measure and control the various properties of material and construction governed by the Specifications. The QC Plan shall include the following elements as a minimum:

- Production Plant – make, type, capacity, and location.
- Production Plant Calibration – components and schedule; address documentation.
- Personnel – include name and telephone number for the following individuals:
  - Person responsible for quality control.
  - Qualified technician(s) responsible for performing the inspection, sampling, and testing.
  - Person who has the authority to make corrective actions on behalf of the Contractor.
- Testing Laboratory – state the frequency of accuracy checks and calibrations of the equipment used for testing; address documentation.
- Locations where samples will be obtained and the sampling techniques for each test
- Load number of QC samples (1-10 if QA sample is not within trucks 1-10)
- Tests to be performed and their normal frequency; the following, at a minimum, shall be conducted:
  - Mixture Temperature: each of the first five trucks, and each load that is sampled for QC or acceptance testing.
  - Gradation analysis of aggregate (and RAP) stockpiles – one washed gradations per week for each aggregate stockpile; RAP: five gradations and asphalt cement contents for dedicated stockpiles where new material is not being added; one gradation and asphalt cement content test per week for stockpiles where material is continually being added to the stockpile.
  - Gradation analysis of non-payment sieves
  - Dust to effective asphalt calculation
  - Moisture content analysis of aggregates – daily.
  - Gradation analysis of the combined aggregate cold feed – one per year per mixture.
  - Bulk specific gravity and absorption of blended material – one per year per mixture.
  - Ignition Oven calibration – one per year per mixture.
  - Hot-Bins: one per year per mixture.
  - Others, as appropriate.
- Procedures for reporting the results of inspection and tests (include schedule).
- Procedures for dealing with non-compliant material or work.
- Presentation of control charts. The Contractor shall plot the results of testing on individual control charts for each characteristic. The control charts shall be updated within one working day as test results for each sublot become available. The control charts shall be easily and readily accessible at the plant laboratory. The following parameters shall be plotted from the testing:
  - Asphalt cement content.
  - Volumetrics (air voids, voids in mineral aggregates [VMA])
  - Gradation values for the following sieves:
    - 4.75 mm (#4).
    - 2.36 mm (#8).
    - 0.075 mm (#200).
- Operational guidelines (trigger points) to address times when the following actions would be considered:
  - Increased frequency of sampling and testing.
  - Plant control/settings/operations change.
  - JMF adjustment.
  - JMF change (See Section .04(a)(1)).
  - Change in the source of the component materials.
  - Calibration of material production equipment (asphalt pump, belt feeders, etc.).
  - Rejection of material.

When any point of non-compliance with the QC plan, or material not meeting the Specifications, comes to the attention of either the Contractor or the Engineer, the other party shall be notified immediately, and the Contractor shall take appropriate corrective actions. Failure to take corrective actions immediately shall be cause for rejection of material or work by the Engineer.

(b) Pavement Construction – Process Control.

The Contractor shall perform Quality Control of pavement compaction by testing in-place pavement with a density gauge or by testing cores extracted from the pavement. The use of the nuclear density gauge shall conform to ASTM D2950; the use of other density gauges shall be as per the manufacturer's recommendations and approved by the Engineer. The Contractor may use any method to select locations for the Quality Control.

.05 Acceptance Plan.

(a) Material Production – Tests and Evaluations.

The Engineer will conduct acceptance tests. The Engineer will directly base acceptance on the acceptance test results, the asphalt cement quality, the Contractor's QC Plan work, and the comparisons of the acceptance test results to the QC test results. The Engineer may elect to utilize test results of the Contractor in some situations toward judging acceptance. All acceptance tests shall be performed by qualified technicians at qualified laboratories following AASHTO or DelDOT procedures, and shall be evaluated using Quality Level Analysis.

The Contractor shall supply, capture, and mark samples, as directed, from delivery trucks before the trucks leave the production plant. The sample shall represent the material produced by the Contractor, and shall be of sufficient size to allow the Engineer to complete all required acceptance tests. The Engineer will direct the Contractor when to capture these samples, on a statistically random, unbiased basis, established before production begins each day based upon the anticipated production tonnage. The captured sample shall be from the Engineer specified delivery truck; if the Contractor visually observes the specified delivery truck sample and does not want this sample to be sampled and tested for acceptance, that delivery truck will not be sent to a Department project. The next visually acceptable delivery truck to the Contractor shall be sampled for acceptance testing.

The first sample of the production day will be randomly generated by the Engineer between loads 0 and 12 (0-250 tons). Subsequent samples will be randomly generated by the Engineer on 500-ton sub-lots for the production day. Unacceptable samples may be a basis for rejection of material if the QC plan is not followed as approved for sample retrieval. If the Contractor wishes to perform parallel tests with the Engineer, or to capture samples to be retained for possible Dispute Resolution, each of the samples for these purposes shall be obtained at the same time and location as the acceptance test sample. Either splitting a large sample or getting multiple samples that equally represent the material is acceptable. The Engineer will perform all splitting and handling of samples after they are obtained by the Contractor.

The Engineer will evaluate and accept the material on a lot basis. All the material within a lot shall have the same JMF (mixture ID). The lot size shall be targeted for 2000 tons or a maximum period of three days, whichever is reached first. If the 2000^{th} ton target lot size is achieved during a production day, the lot size shall extend to the end of that production day. The Contractor may interrupt the production of one JMF in order to produce different material; this type of interruption will not alter the determination of the size or limits of material represented by a lot. The Engineer will evaluate each lot on a sublot basis. The size for each sublot shall be 100 to 500 tons and testing for the sub lots will be completed on a daily basis. For each sublot, the Engineer will evaluate one sample.

The target size of sub-lots within each lot, except for the first sample of the production day, is equal-sized 500 ton sub lots and will be based upon anticipated production, however, more or fewer sublots, with differing sizes, may result due to the production schedule and conditions. If the actual production is less than anticipated, and it's determined a sample will not be obtained (based upon the anticipated tonnage), a new sample location will be determined on a statistically random, unbiased basis based upon the new actual production. If the actual production is going to be 50 tons or greater over the anticipated sub lot production, a new sample location will be determined on a statistically random, unbiased basis based upon the new actual production. The Engineer will combine the evaluation and test results for all of the applicable sublots in order to evaluate each individual lot.

If the Engineer is present, and the quantity exceeds 25 tons, a statistically random sample will be used for analysis. When the anticipated production is less than 100 tons and greater than 25 tons, and the Engineer is not present, the contractor shall randomly select a sample using the Engineer's random location program. The captured sample shall be placed in a suitable box, marked to the attention of the Engineer, and submitted

to the Engineer for testing. A box sample shall also be obtained by the contractor at the same time and will be used as the Dispute Resolution sample if requested by the Engineer. The contractor shall also obtain one liquid asphalt sample (1 pint) per grade of asphalt used per day and properly label it with all pertinent information.

The Engineer will conduct the following tests in order to characterize the material for the pavement compaction quality, and to judge acceptance and the pay adjustment for the material:

- AASHTO T312 – Preparing a mixture samples using a gyratory compactor.
- AASHTO T166, Method C (Rapid Method) – Bulk specific gravity of compacted samples.
- AASHTO T308 – Asphalt cement content.
- AASHTO T30 – Aggregate gradations, using samples from the asphalt cement content test.
- AASHTO T209 – Theoretical maximum specific gravity.
- ASTM Provisional Test Method – Rapid Drying of Compacted and Loose Bituminous Asphalt Specimens using Vacuum Drying Method

(b) Pavement Construction – Tests and Evaluations.

The Engineer will directly base acceptance on the compaction acceptance test results, and on the inspection of the construction, the Contractor's QC Plan work, ride smoothness as referenced in the contract documents, lift thickness as referenced in the contract documents, joint quality as referenced in the contract documents, surface texture as referenced in the contract documents, and possibly the comparisons of the acceptance test results to the independent test results. For the compaction acceptance testing, the Engineer will sample the work on a statistically random basis, and will test and evaluate the work using lots.

Prior to paving a road segment, the Contractor shall notify the Engineer of any locations within that road segment that may not be suitable to achieve minimum (93%) compaction due to existing conditions. The Contractor shall schedule and hold a meeting in the field with the Engineer in order to discuss all areas that may potentially be applicable to Table 5a before paving starts. Areas that will be considered for Table 5a will be investigated in accordance to the method described in Appendix B. If this meeting is not held prior to paving, no areas will be considered for Table 5a. Areas of allowable exemptions that will not be cored include the following: partial-depth patch areas, driveway entrances, paving locations of less than 100 tons, areas around manholes and driveway entrances, and areas of paving that are under 400 feet in continuous total length and/or 5 feet in width.

The exempt areas around manholes will be a maximum of 4 feet transversely on either side from the center of the manhole, and 20 feet longitudinally on either side from the center of the manhole. The exempt areas around driveway entrances shall be the entire width of the driveway, and 3 feet from the edge of the longitudinal joint next to the driveway. Areas of exemption that will be cored for informational purposes only shall include: areas where the mat thickness is less than three times the nominal maximum aggregate size as directed by the Engineer, violations of Section 401.08 in the Standard Specifications as directed by the Engineer, and areas shown to contain questionable subgrade properties as proven by substantial yielding under a fully legally loaded truck. Failure to obtain core samples in these areas will result in zero payment for compaction regardless of the exempt status.

The Engineer will evaluate and accept the compaction work on a daily basis. Payment for the compaction will be calculated by using the material production lots as referenced in **.05 Acceptance Plan (a) Material Production – Tests and Evaluation** and analyzing the compaction results over the individual days covered in the material production lot. The compaction results will be combined with the material results to obtain a payment for this item.

The minimum size of a compaction lot shall be 100 tons. If the compaction lot is between 101 and 1000 tons, the Engineer shall randomly determine four compaction acceptance test locations. If the compaction lot is between 1001 and 1500 tons, the Engineer shall randomly determine six compaction acceptance test locations. If the compaction lot is between 1501 and 2000 tons, the Engineer shall randomly determine eight compaction acceptance test locations. If the compaction lot is greater than 2000 tons, the Engineer shall randomly determine two compaction acceptance test locations per 500 tons.

If a randomly selected area falls within an Engineer approved exemption area, the Engineer will select one more randomly generated location to be tested per the requirements of this Specification. If that cannot be accomplished, or if an entire location has been declared exempt, the compaction testing shall be performed

as per these Specifications but a note will be added to the results that the location was an Engineer approved exempt location.

Testing locations will be a minimum of 1.5 feet from the newly placed longitudinal joint and 50 feet from a new transverse joint. If the Contractor chooses to cut companion cores, they shall be located within one foot of the Engineers cores along the longitudinal direction and in-line with the Engineers cores in the longitudinal plane.

Exactly at the locations marked by the Engineer, the Contractor shall cut a core, 6 inches in diameter, through the full lift depth. Cores submitted that are not from the location designated by the Engineer will not be tested and will be paid at zero pay.

The Contractor shall notify the Engineer prior to starting paving operations with approximations of the tonnage to be placed. The Contractor is then responsible for notifying the appropriate Engineer test personnel within 12 hours of material placement. The Engineer will then have 24 hours to mark the core locations. After determination of locations, the Contractor shall complete testing within two operational days of the locations being marked. If the cores are not cut within two operational days, the area in question will be paid at zero pay for compaction testing.

The Contractor shall provide any traffic control required for the structural number investigation, sampling, and testing work at no additional cost to the Department.

The Contractor shall cut each core with care in order to prevent damaging the core. The pavement shall have a maximum temperature of 140°F when cores are cut from it. Immediately upon removal of a core from the roadway, the Contractor shall adequately label it. The Contractor shall protect the core by supplying a 6-inch plastic concrete cylinder mold, or an approved substitute, and placing the core in it. If more than one core is in the same mold, the Contractor shall place paper between them. The Contractor shall attach a completed QC test record for the representative area to the corresponding core. The Engineer will also complete a test record for areas tested for the QA report and provide to Materials & Research. At the end of every production day, the Contractor shall deliver the cores to the Engineer for testing, processing, and report distribution.

The Contractor shall repair the core hole per Appendix A, Repairing Core Holes in Hot-Mix Asphalt Pavements. Core holes shall be filled immediately. Failure to repair core holes at the time of coring will result in zero pay for compaction testing for the area in question.

The Engineer will conduct the following tests on the applicable portion of the cores in order to evaluate their quality:

- AASHTO T166, Method C (Rapid Method) – to determine the bulk specific gravity of the cores.
- AASHTO T209 – to calculate the theoretical maximum specific gravity and the density of the non-compacted mixtures.
- ASTM Provisional Test Method – Rapid Drying of Compacted and Loose Bituminous Asphalt Specimens using Vacuum Drying Method.

The Engineer will use the average of the last five test values of the same JMF (mixture ID) material at the production plant in order to calculate the average theoretical maximum specific gravity of the cores. The average will be based on the production days test results and as many test results needed from previous days production to have an average of five samples. If there are less than five values available, the Engineer will use the JMF design value in addition to the available values to calculate the average theoretical maximum specific gravity.

.06 Payment and Pay Adjustment Factors.

The Contractor shall include the costs for all materials, labor, equipment, tools, and incidentals necessary to meet the requirements of this specification in the bid price per ton for the hot-mix asphalt. Payment to the Contractor for the hot-mix asphalt item(s) will be based on the Contract price per ton and the pay adjustments described in this specification. The Engineer will determine pay adjustments for the hot-mix asphalt item(s) based on the Acceptance Plan. The Engineer will determine both a pay adjustment for the material and a pay adjustment for the pavement construction. Note that the material portion of the total pay

adjustment is 70 percent and the pavement construction portion is 30 percent. For replaced material or work, the Engineer will not apply the Pay Adjustment applicable to the material or work replaced; a new Pay Adjustment will be calculated based on the qualities of the new material. Even if one portion of the pay adjustment (material or construction) is not applied, the Engineer may apply the pay adjustment to the other portion. All adjustments (bonus or penalty) shall be paid under this item number in the contract.

(a) Material Production – Pay Adjustment.

The Engineer will determine the material pay adjustment by evaluating the production material based on the following parameters:

- Gradation of the 2.36 mm (#8) sieve.
- Gradation of the 0.075 mm (#200) sieve.
- Asphalt cement content.
- Air void content

Using the JMF target value, the single test tolerance (from Table 3), and the test values, the Engineer will use the following steps to determine the material pay adjustment factor for each lot of material:

1. For each parameter, calculate the mean value and the standard deviation of the test values for the lot to the nearest 0.1 unit.
2. For each parameter, calculate the Upper Quality Index (QU):
   QU = ((JMF target) + (single test tolerance) – (mean value)) / (standard deviation).
3. For each parameter, calculate the Lower Quality Index (QL):
   QL = ((mean value) - (JMF target) + (single test tolerance)) / (standard deviation).
4. For each parameter, locate the values for the Upper Payment Limit (PU) and the Lower Payment Limit (PL) from Table 2 – Quality Level Analysis by the Standard Deviation Method. (Use the column for "n" representing the number of sublots in the lot. Use the closest value on the table when the exact value is not listed).
5. Calculate the PWL for each parameter from the values located in the previous step:
   PWL = PU + PL – 100.
6. Calculate each parameter's contribution to the payment adjustment by multiplying its PWL by the weight factor shown in Table 3 for that parameter.
7. Add the calculated adjustments of all the parameters together to determine the Composite PWL for the lot.
8. From Table 4, locate the value of the Pay Adjustment Factor corresponding to the calculated PWL.
9. For each lot, determine the final material price adjustment:

Final Pay Adjustment =
(Lot Quantity) x (Item Bid Price) x (Pay Adjustment Factor) x 70%. This final pay calculation will be paid to the tenth of a percent.

In lieu of being assessed a pay adjustment penalty, the Contractor may choose to remove and replace the material at no additional cost to the Department. If the PWL of any single material characteristic is below 60, the Engineer may require the removal and replacement of the material at no additional cost to the Department.

The test results from the Engineer on production that is less than 100 tons will be combined with the two most recently completed Engineer tests with the same Mixture ID to calculate payment for the lot encompassing the single test. If that cannot be accomplished, the approved JMF will be used to calculate payment for the lot encompassing the single test. Payment for previously closed lots will not be affected by the analysis.

When a sample is out of the acceptable tolerance for any Materials pay criteria, that sample will be isolated. For payment purposes, the test result of the out of acceptable tolerance sample will be combined with the two previous acceptable samples of the same JMF and analyzed per this specification. The material that is considered out of the acceptable tolerance will only include the material within the represented sub-lot (i.e., a maximum of 500 tons). If the previous acceptable test result is from the previous production day, only the material produced on the second production day will be considered out of tolerance. All future sub lots will not include the isolated test.

If, during production, a QA sample test result does not meet the acceptable tolerances and the Contractors QC sample duplicates the QA sample test result, the Contractor can make an appropriate change to the mixture (within the JMF boundaries), and request to have that sample further isolated. If this request is approved, and the Contractor has made a change, the third load after the change will be tested. If that sample test result shows compliance with the specifications, the material that is considered out of the acceptable tolerance will include the material from the previous acceptable test result to the third load after the initially sampled and tested sample. If the sample does not meet the specification requirements, the Engineer will no longer accept material. Production may resume when changes have been made and an acceptable sample and test result is obtained.

Table 2 – Quality Level Analysis by the Standard Deviation Method

PU or PL	QU and QL for "n" Samples						
	n = 3	n = 4	n = 5	n = 6	n = 7	n = 8	n = 9
100	1.16	1.50	1.79	2.03	2.23	2.39	2.53
99		1.47	1.67	1.80	1.89	1.95	2.00
98	1.15	1.44	1.60	1.70	1.76	1.81	1.84
97		1.41	1.54	1.62	1.67	1.70	1.72
96	1.14	1.38	1.49	1.55	1.59	1.61	1.63
95		1.35	1.44	1.49	1.52	1.54	1.55
94	1.13	1.32	1.39	1.43	1.46	1.47	1.48
93		1.29	1.35	1.38	1.40	1.41	1.42
92	1.12	1.26	1.31	1.33	1.35	1.36	1.36
91	1.11	1.23	1.27	1.29	1.30	1.30	1.31
90	1.10	1.20	1.23	1.24	1.25	1.25	1.26
89	1.09	1.17	1.19	1.20	1.20	1.21	1.21
88	1.07	1.14	1.15	1.16	1.16	1.16	1.17
87	1.06	1.11	1.12	1.12	1.12	1.12	1.12
86	1.04	1.08	1.08	1.08	1.08	1.08	1.08
85	1.03	1.05	1.05	1.04	1.04	1.04	1.04
84	1.01	1.02	1.01	1.01	1.00	1.00	1.00
83	1.00	0.99	0.98	0.97	0.97	0.96	0.96
82	0.97	0.96	0.95	0.94	0.93	0.93	0.93
81	0.96	0.93	0.91	0.90	0.90	0.89	0.89
80	0.93	0.90	0.88	0.87	0.86	0.86	0.86
79	0.91	0.87	0.85	0.84	0.83	0.82	0.82
78	0.89	0.84	0.82	0.80	0.80	0.79	0.79
77	0.87	0.81	0.78	0.77	0.76	0.76	0.76
76	0.84	0.78	0.75	0.74	0.73	0.73	0.72
75	0.82	0.75	0.72	0.71	0.70	0.70	0.69
74	0.79	0.72	0.69	0.68	0.67	0.66	0.66

Table 2 – Quality Level Analysis by the Standard Deviation Method							
PU or PL	**QU and QL for "n" Samples**						
	n = 3	**n = 4**	**n = 5**	**n = 6**	**n = 7**	**n = 8**	**n = 9**
73	0.75	0.69	0.66	0.65	0.64	0.63	0.63
72	0.74	0.66	0.63	0.62	0.61	0.60	0.60
71	0.71	0.63	0.60	0.59	0.58	0.57	0.57
70	0.68	0.60	0.57	0.56	0.55	0.55	0.54
69	0.65	0.57	0.54	0.53	0.52	0.52	0.51
68	0.62	0.54	0.51	0.50	0.49	0.49	0.48
67	0.59	0.51	0.47	0.47	0.46	0.46	0.46
66	0.56	0.48	0.45	0.44	0.44	0.43	0.43
65	0.52	0.45	0.43	0.41	0.41	0.40	0.40
64	0.49	0.42	0.40	0.39	0.38	0.38	0.37
63	0.46	0.39	0.37	0.36	0.35	0.35	0.35
62	0.43	0.36	0.34	0.33	0.32	0.32	0.32
61	0.39	0.33	0.31	0.30	0.30	0.29	0.29
60	0.36	0.30	0.28	0.27	0.27	0.27	0.26
59	0.32	0.27	0.25	0.25	0.24	0.24	0.24

Table 3 - Material Parameter Weight Factors		
Material Parameter	**Single Test Tolerance (+/-)**	**Weight Factor**
Asphalt Content	0.4	0.30
#8 Sive (19 mm or >)	7.0	0.30
#8 Sieve (12.5 mm or <)	5.0	0.30
#200 Sieve (0.075 mm) Sieve	2.0	0.30
Air Voids (4.0% Target)	1.5	0.10

Table 4 - PWL Pay Adjustment Factors	
PWL	**Pay Adjustment Factor (%)**
100	+5
99	+4
98	+3
97	+2
96	+1
95	0
94	(-1)

Table 4 - PWL Pay Adjustment Factors	
PWL	**Pay Adjustment Factor (%)**
93	(-2)
92	(-3)
91	(-4)
PWL (when <91)	(PWL - 100)

(b) Pavement Construction – Pay Adjustments.

The Engineer will determine the pavement construction pay adjustment by evaluating the construction of the pavement, based on the following parameter:

- Degree of compaction of the in-place material

Using the test values for the cores, the Engineer will use the following steps to determine the pavement construction pay adjustment for each lot of work. Note that the material portion of the total pay adjustment is 70 percent and the pavement construction portion is 30 percent.

1. Calculate the average density values from the sublot tests values, to the nearest 0.1 unit.
2. Calculate the Degree of Compaction:
   Degree of Compaction =
   ((Core Bulk Specific Gravity) / (Theoretical Maximum Specific Gravity)) x 100%.
3. The average compaction for the sublots shall be averaged together for the compaction level of the lot. The lots compaction test level shall be averaged to the whole percent.
4. Locate the value of the Payment Adjustment Factor corresponding to the calculated degree of compaction from Table 5 or Table 5a.
5. Determine the pavement construction price adjustment by using the following formula:
   Pay adjustment = (Lot Quantity) x (Bid Price) x (Pay Adjustment Factor) x 30%.

Table 5: Compaction Price Adjustment Highway Locations	
Degree of Compaction (%)	**Pay Adjustment Factor (%)**
>97	-100*
96	-3
95	0
94	0
93	+5
92	0
91	-15
90	-25
89	-30
≤88	-100*

* or remove and replace it at Engineer's discretion

Table 5a: Compaction Price Adjustment Other[1] Locations	
Degree of Compaction (%)	**Pay Adjustment Factor (%)**
>96	-100*
95	-2
94	0
93	+3
92	0
91	0
90	0
89	-1
88	-5
87	-15
86	-25
85	-30
84	-100*

* or remove and replace at Engineer's discretion

[1] This chart is to be used for areas where the structural value of the area to be paved is less than 1.75 as determined by the Engineer. See Appendix B – Method for Obtaining Cores for Determination of Roadway Structure. This chart is applicable to rehabilitation work only; full depth construction will not be considered for Table 5a.

.07 Dispute Resolution.

Disputes or questions about any test result shall be immediately brought to the attention of the Contractor and the Engineer. When there is a significant alleged discrepancy regarding the Engineer's acceptance test results, the Contractor must claim a dispute within two operational days of the test date. The following dispute resolution procedures will be used.

The Engineer and the Contractor will review the sample quality, the test method, the laboratory equipment, and the laboratory technician. If these factors are not the cause of the dispute, a third party dispute resolution will be used.

For third party resolution testing, it can be either at another Contractor's laboratory, the Engineer's laboratory, or an independent accredited laboratory. Unless otherwise mutually agreed upon by DAPA and the Engineer, the Engineer's qualified laboratory in Dover and qualified personnel shall conduct the necessary testing for third party Dispute Resolution after the Engineer has provided reasonable notice to allow the Contractor to witness this testing.

When disputes over production testing occur, the samples used for Dispute Resolution testing will be those samples the Contractor properly captured, labeled, and stored, as described in the second paragraph of the section of these specifications titled **.05 Acceptance Plan, (a) Material Production – Tests and Evaluations**. If no samples are available, the original testing results will be used for payment calculations.

Dispute Resolution samples for air void content will be heated by a microwave oven.

If there is a discrepancy between the Engineer's acceptance test result and the Contractor's test result, the Contractor may ask for the Dispute Resolution sample to be tested. If the Dispute Resolution sample substantiates the original acceptance test result, the Contractor, after two such Dispute Resolution samples, will be charged a fee of $125 for all further Dispute Resolution cores that substantiate the acceptance

test result. If the Dispute Resolution sample substantiates the Contractor's test result, the Contractor will not be charged a fee.

When disputes over compaction core test results occur, the Engineer's acceptance core will be used for the dispute resolution sample. The Contractor will be advised on when the testing will occur as referenced above to witness the testing.

The results of the dispute resolution testing shall replace all of the applicable disputed test results for payment purposes.

7/28/11

Appendix A - Repairing Core Holes in Hot-Mix Asphalt Pavement

Description.

This appendix describes the procedure required to acceptably repair core holes in a bituminous concrete pavement.

Materials and Equipment.

The following material shall be available to complete this work:

- Patch Material –A DelDOT approved High Performance Cold Patch material shall be used.

The following equipment shall be available to complete this work:

- Sponge or other absorbent material – Used to extract water from the hole.
- Compaction Hammer – Shall be mechanical, with a flat, circular tamping face smaller than 6 inches in diameter. The tamping head shall be connected to an electrical, pneumatic, or gasoline driven tamping device.

Construction Method.

After core removal from the hole, remove all excess water from within the hole, and prevent water from re-entering the hole.

Place the patch material in lifts no greater than 3 inches. If the hole is deeper than 3 inches, use two lifts of approximately equal depths so that optimum compaction is achieved. Make sure that the patch surface matches the grade of the existing roadway. Make every effort to achieve the greatest possible compaction

Performance Requirements.

The Engineer will judge the patch on the following basis:

- The patch shall be well compacted
- The patch surface shall match the grade of the surrounding roadway surface.

Basis of Payment.

No measurement or payment will be made for the patching work. The Contractor must gain the Engineer's acceptance of the patching work before the Engineer will accept the material represented by the core.

Appendix B - Method for Obtaining Cores for Determination of Roadway Structure

The Contractor is responsible for obtaining cores in areas that they propose are eligible for compaction price adjustments according to Table 5a in this specification. Table 5a is not applicable for new full-depth pavement box construction. Cores submitted for this process shall be obtained according to the following process.

1. Contact Materials & Research (M&R) personnel to determine if information about the area is already available. If M&R has already obtained cores in the location that is being investigated, the contractor may opt to use the laboratory information for the investigation and not core the area on their own.

2. If M&R does not have information concerning the section of the roadway, the contractor needs to contact M&R to arrange for verification of coring operations. Arrangements shall be made to allow for an individual from M&R to be on the site when the cores are obtained. Cores will be turned over to M&R for evaluation.

3. The contractor is responsible for providing all traffic control and repairing core holes in accordance to 401699 Appendix A – Repairing Core Holes in Hot-Mix Asphalt Pavements.

4. Cores are to be taken throughout the entire project for the area in question. Cores will be spaced, from the start of the project in increments determined based on field and project specifics. Cores will be evenly distributed throughout the project location. The cores will be taken in the center of the lane in question.

5. Additional cores may be taken at other locations, if surface conditions indicate that there may be a substantial difference in the underlying section. The location of these cores should be documented and submitted to M&R.

6. Cores shall be full depth and include underlying materials. If there is a stone base included in the pavement section, at a minimum 1 core must have information concerning the thickness of the base. This is determined by augering to the subgrade surface.

7. The calculations used to determine the structural capacity of the roadway is as follows. If the contractor finds, upon starting the coring process, that the areas are of greater thickness than applicable to Table 5a, they may terminate the coring process on their own and retract the request.

Structural Number Calculations

Each pavement box material is assigned a structural coefficient based upon AASHTO design guides. The structural coefficient is used to determine the total strength of the pavement section.

Materials used in older pavement sections are assigned lower structural coefficients to compensate for aging of the materials. The coefficients used to determine the structural number of an existing pavement are:

Existing Material	Structural Coefficient
HMA	0.32
Asphalt Treated Base	0.26
Soil Cement	0.16
Surface Treatment (Tar & Chip)	0.10
GABC	0.14
Concrete	0 - 0.7*

* The Structural Coefficient of Concrete is dependent upon the condition of the concrete. Compressive strengths & ASR analysis are used to determine condition – contact the Engineer if this situation arises.

Newly placed materials use a different set of structural coefficients. They are as follows:

New Material	Structural Coefficient
HMA	0.40
Asphalt Treated Base (BCBC)	0.32
Soil Cement	0.20
GABC	0.14

Example:

Location includes placement of a 1.25" Type C overlay on 2.25" Type B. Existing roadway is cored and is shown to consist of 2" HMA on 7" GABC.

Calculation:

For the Type B lift the calculation would be:

Existing HMA	2 * 0.32	=	0.64
GABC	7 * 0.14	=	0.98
			1.62

For the Type C lift the calculation would be:

Newly Placed B	2.25 * 0.4	=	0.90
Existing HMA	2 * 0.32	=	0.64
GABC	7* 0.14	=	0.98
			2.52

614660 - STEEL CASING PIPE, 24"

Description:

This work consists of furnishing all materials and encasing existing and/or proposed facilities such as water main pipe, sanitary sewer pipe, or telephone/electric duct as applicable to the Contract with steel pipe of specified diameter in accordance with the details, notes on the Plans and as directed by the Engineer.

Materials and Construction Methods:

Casing pipe shall be A-53 Grade B black steel pipe with 1/2" wall thickness and shall conform to the requirements of API-5L, Grade B. Casing pipe shall be bituminous coated inside and outside, and joints shall be welded in accordance with requirements of AWWA C-206. After welding or cutting the pipe, the welded and cut section shall be recoated with bituminous material to the satisfaction of the Engineer or the Owner of the Utility.

The carrier pipe being installed inside steel casing pipe shall be supported by casing spacers sitting on the bottom of the casing pipe or as directed by the Engineer. Casing spacers/insulators shall be manufactured from injection molded high density virgin polyethylene. Casing spacers shall have excellent dielectric resistance and low moisture absorption. Casing spacers shall be injected-molded polyethylene spacers manufactured by Advance Products and Systems, Inc. or approved equal.

Each end of the casing pipe shall be closed with end seals. End seals shall be 1/8" synthetic rubber tightly secured to casing and carrier pipe with type 304 stainless steel bands. End seals shall be "Model AC" manufactured by Advance Products and Systems, Inc. or approved equal.

Method Measurement:

The quantity of steel casing pipe will be measured as the actual number of linear feet (linear meters) of each size placed and accepted. Measurement will be made along the centerline from end to end of the steel casing pipe.

Basis of Payment:

The quantity of steel casing pipe will be paid for at the Contract unit price per linear foot (linear meter) for each size of casing pipe. Price and payment will constitute full compensation for furnishing all materials, excavation, welding, interior and exterior bituminous coatings, closing the ends with end seals, backfill Borrow Type C as required, concrete encasement through concrete storm drain culvert in accordance with the Contract Drawings; backfilling; and for all labor, equipment, tools and incidentals necessary to complete the work.

Installation of carrier pipe, including furnishing and installing casing spacers, inside steel casing pipe shall be measured and paid for under the appropriate bid item for sanitary sewer pipe in accordance with the special provision for Item 753504.

2/27/12

614902 - BYPASS PUMPING OPERATION

Description:

This work will consist of furnishing, installing and removing of a suitable bypass pumping operation for maintaining flows of the existing sanitary sewer system as required for the improvements and/or modifications to the sanitary sewer, manholes and related appurtenances as specified in the Contract Documents.

The Contractor shall provide a chronological plan to the Engineer to coordinate these activities in conjunction with the removal of the existing sanitary sewer mains as indicated on the Contract Documents. The by-pass pumping system shall meet the requirements of all codes and regulatory agencies having jurisdiction. Violations from sewer spills shall be the sole responsibility of the Contractor.

(a) Submittals

The Contractor shall submit to the Owner a detailed plan and description outlining all provisions and precautions that the Contractor shall take regarding the handling of wastewater flows during sewer replacement. The plan shall be submitted to the Owner for review and approval at least ten (10) days prior to commencing Work on each portion of the system to be replaced. The plan must be specific and shall include, but not be limited to, the following details:

1. Schedule for installation, maintenance, and removal of bypass pumping system.
2. Copy of anticipated public notification letter/flyer
3. Staging areas for pumps.
4. Bypass pump size, capacity, and number of each size to be on site and power requirements.
5. Stand-by pump size, capacity, and number for each by-pass pump site or location.
6. Calculations of static lift, friction losses and flow velocity (pump curves showing pump operating range shall be submitted).
7. Road crossing detail if applicable.
8. Protection against main breaks.
9. Sewer plug, plugging method, and bypass time duration for each sewer section(s).
10. Size, length, material, location and method of installation of suction and discharge piping.
11. Sections showing suction and discharge piping depth, embedment, select fill and special backfill.
12. Method of noise control for each pump or generator.
13. Stand-by power generator size and location.
14. Downstream discharge plan.
15. Method of protecting discharge manholes or structures from erosion and damage.
16. Thrust and restrain/anchor block sizes and locations.
17. Method of maintaining vehicle and/or pedestrian access as required through use of temporary road ramp sections of piping.

Materials:

(a) Stop/Start Controls

The Contractor shall provide the necessary stop/start controls for each pump.

(b) Standby Pump

The Contractor shall maintain one (1) standby back-up pump of each size on site at each by-pass pump location. Standby pumps shall be on line and isolated from the primary system with a valve.

(c) Discharge Piping

In order to prevent the accidental spillage of flow, all discharge systems shall be temporarily constructed of ridged pipe with positive, restrained joints. Pipe materials shall be capable of

withstanding pressures equal to and greater than one-hundred fifty (150) psi and be suitable for contact with domestic sanitary sewage. Under no circumstances will aluminum "irrigation" type piping or glued PVC pipe be permitted. Discharge hose will only be permitted in short sections and by specific permission from the Engineer. The bypass pumping system shall be One Hundred percent (100%) watertight.

Construction Methods:

(a) The Contractor shall provide all pumps, piping and other equipment necessary to accomplish bypass pumping around the manhole and/or sewer section; perform all construction and obtain all permits necessary for bypass pumping operations.

1. The Contractor shall bypass all flows around the sections of line that are to be replaced. The Contractor shall attempt to schedule the Work during dry weather conditions. The bypass shall be made by plugging an existing upstream manhole, if necessary, and pumping the flow into a downstream manhole or adjacent system. The pump and bypass line shall be of adequate size and capacity to handle the flow. Contractor shall perform all Work during dry weather flow periods and provide to the Engineer a schedule and plan for conducting bypass pumping operations of sewage flow. Pumping schemes are subject to the Engineer's approval.

2. Prior to plugging or blocking of the flow required for by-pass pumping, the Contractor shall demonstrate that the upstream gravity collection system can accommodate surcharging without any adverse impact.

(d) Inspection and Installation:

1. The Contractor is responsible for locating any existing utilities in the area the Contractor selects to locate the bypass pipeline and shall locate its bypass pipeline to minimize any disturbance to existing utilities. Contractor shall obtain approval of the pipeline from the Owner. All costs associated with relocating utilities and obtaining all approvals shall be paid by the Contractor.

2. When working inside a manhole, the Contractor shall exercise caution and comply with OSHA requirements when working in the presence of sewer gases, combustible or oxygen deficient atmospheres and confined spaces.

3. The installation of the temporary bypass pipelines is prohibited in all wetland areas and/or below the top of bank of all streams. The Contractor is responsible for obtaining approvals for placement of the temporary pipeline within public or private right-of-ways or easements from the respective land owner or utility owner.

(e) Notifications:

When temporary bypass piping or pumps are located within public utility right-of-ways adjacent to private property owners, the Contractor must notify all private property owners directly adjacent or abutting to the public utility right-of-way at least two weeks in advance of any by-pass pumping operations. The notification shall be either a mailing or information flyer that shall include at a minimum, but not limited to, description of the project, duration of the by-pass pumping operations (start and end date), locations of the by-pass pumps and piping, and contact information.

(f) Plugging and Blocking:

A sewer line plug shall be inserted into the line(s) accessed by existing sanitary manholes upstream from the section of sewer being replaced and shall be designed so that no flow from any portion of the upstream sewer(s) is released. After the Work has been completed, the flow in the sewer system shall be restored to normal.

(g) Pumping and Bypassing:

When pumping and bypass pumping is required, as determined by the Engineer, the Contractor shall supply all necessary pumps, conduit and other equipment to divert the flow around the manhole section in which the Work is to be performed. The bypass system shall be of sufficient capacity to handle the flow as shown on the Contract Drawings. The Contractor shall be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypass system. Contractor shall continuously by-pass pump all flows in the upstream sewers until the replacement sewer has been successfully installed and tested and is ready to receive flow. Pumps and equipment shall be continuously monitored by the Contractor during the period that the pumping and bypassing are required. Engines shall be equipped in a manner to keep noise to a minimum.

The Contractor shall select pumping and bypassing equipment that will not have excess noise levels (silenced type pumps) and shall be restricted to a maximum of eighty decibels (80 dB) at a distance of fifty feet (50').

(h) Flow Control Precautions

1. When flow in a sewer line is plugged or blocked by the Contractor, it shall take sufficient precautions to protect the public health and to protect the sewer lines from damage that might result from sewer surcharging. Further, the Contractor shall take precautions to insure the sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved. The Contractor shall be responsible for any damage resulting from its flow control operations. Any liquid or solid matter, which is bypass pumped from the sewer collection system, shall be discharged to another sewer manhole or appropriate vehicle or container only. No such liquid or solid matter shall be allowed to be discharged, stored or deposited to the open environment. The Contractor shall protect all pumps, conduits and other equipment used for bypass from traffic.

2. When flow in a sewer line is plugged or blocked, the Contractor shall monitor the conditions upstream of the plug and shall be prepared to immediately start bypass pumping when necessary.

3. Should any liquid or solid matter from the sewer collection system be spilled, discharged, leaked or otherwise deposited to the open environment as a result of the Contractor's flow control operations, the Contractor shall be responsible for all clean up and disinfection of the affected area and all costs associated with same. The Contractor shall also be responsible for immediately notifying the sewer system operating personnel and performing all required clean up operations at no additional charge to the Owner.

(i) Sanitary Sewer Connections

1. The contractor shall locate all sanitary service connections prior to construction and bypass pumping operations.

2. The contractor shall locate and maintain uninterrupted service from all sanitary service connections (if present) disturbed by construction activities. Service shall be maintained by means of temporary receptacles with pumps or piping positioned to collect flow from the disturbed sanitary service connections. The temporary system shall at all times be positioned in a manner to protect the Public from accidental or casual exposure to wastewater.

3. The contractor shall provide means of conveying the sanitary flows to a confirmed sanitary sewer manhole. Manholes shall be made secure by safety ropes, barricades, dedicated personnel, or other means to prevent the Public from accidental or casual entry, or are to be transported via a tanker truck that is licensed and approved by local authorities for the transport of wastewater to a sanitary wastewater disposal facility.

4. All fees, surcharges, fines, taxes, and other related costs necessary for this work shall be the responsibility of the contractor.

Method of Measurement and Basis of Payment:

By-pass pumping operations shall not be measured or paid for as a separate bid item. The price and payment for all by-pass pumping operations shall be incidental to the installation or replacement of the sewer pipe as shown or specified on the Plans and shall include but not be limited to: mobilization of by-pass pumping, set-up, demobilization of by-pass pumping; all materials, labor, full-time monitoring, equipment, tools, pumps, emergency back-up pumps, piping, and all appurtenances and incidentals necessary to by-pass the flows, including sanitary service connections, as specified, directed by the Engineer or Utility Owner, or shown on the Plans.

2/28/12

705528 - TEMPORARY CURB RAMP

Description:

This item shall consist of furnishing, erecting and installing Temporary Curb Ramps at the required location(s) and in accordance with the notes and details on the Plans and as directed by the Engineer.

After the completion of the project, the Temporary Curb Ramps shall become the property of the Contractor and shall be removed from the project site.

Materials and Construction Methods:

The Temporary Curb Ramps shall be used as required during maintenance of traffic and pedestrians during construction as directed by the Engineer. Curb ramps must be provided wherever an accessible pedestrian route crosses a curb or experiences a change of grade requiring a temporary curb ramp. The smallest possible slope should be used for all ramps and the maximum slope is 1:12. Transitions from ramps to walks or streets should be flush without abrupt changes. The adjoining landing areas, within three (3) feet of temporary curb ramps, shall not exceed 1:20. Temporary curb ramps must have a minimum width of 36", exclusive of flared sides. Temporary curb ramp surfaces must be stable and slip resistant. Changes in surface level up to ¼ inch may be vertical without edge treatment. Changes in surface level greater than ¼ inch must use a ramp. If a curb ramp is located where pedestrians must walk across the ramp or where the ramp is not shielded by handrails or guardrails, it must have flared sides. The maximum slope of the flare shall be 1:10.

The Contractor shall submit the locations of temporary curb ramps to be used during each stage of construction to the Engineer as part of the maintenance of pedestrian access plan for approval. The Engineer shall approve the Temporary Curb Ramp materials including the posts and methods of fabrication prior to installation.

Due to space limitations, the Contractor may be required to move the temporary curb ramps and/or reposition curb ramps from time to time so that adjacent construction activities and pedestrian access can coexist within the project site simultaneously as required. No payment shall be made for such relocation and the cost shall be incidental to the item.

Method of Measurement:

Temporary Curb Ramps shall be erected by the Contractor as required with payment to be made on an each (EA) used basis for the duration of the contract for temporary curb ramps actually furnished and used as required and approved by the Engineer.

Basis of Payment:

The number of temporary curb ramps measured as described above, shall be paid for at the contract unit price bid per each as required by the Contract. Price and payment shall be full compensation for furnishing, placing, maintaining, repositioning, preparation and cleaning the curb ramp area, removal and disposal of the temporary curb ramps and related accessories, furnishing all labor, materials, equipment, tools and all incidentals necessary to complete the work. Temporary Curb Ramps stolen or damaged shall be replaced at the Contractor's expense.

12/18/08

708662 - INSTALLING SANITARY SEWER MANHOLE, 60" DIAMETER (0-6' DEEP)
708663 - INSTALLING SANITARY SEWER MANHOLE, 60" (ADDITIONAL DEPTH > 6')

Description:

This work consists of furnishing, installing, and testing for the complete and satisfactory construction of all pre-cast manholes and appurtenances for a complete and operable sanitary sewer system at the location(s) shown on the Contract Drawings. All work for this item shall be in strict accordance with these Special Provisions, Delaware Standard Specifications, and requirements of the New Castle County Standard Specifications and Details. In case of any conflict between the notes and details on the Plans; Special Provisions; New Castle County Standards and Specifications; the New Castle County Standards and Specifications shall prevail. The Contractor shall obtain a copy of the New Castle County Standards and Specifications and study for materials cost before submitting the bids. The Owner of the sanitary sewer system is New Castle County and from hereafter shall be addressed as the Owner.

General Requirements:

All work shall be subject to inspection and subsequent approval/disapproval of the Engineer and the representative of the Owner of the utility; and the Contractor shall be required to correct the discrepancies at his/her expense.

Included in this work are the possible connections of existing commercial, industrial, and/or residential sanitary sewer services to the new sanitary sewer system. These possible connections are not shown on the Contract Drawings and it is the responsibility of the Contractor to confirm and make said connections in accordance with the Owner's standards. All modifications to such services, as required by the present Standards and Specifications of the Owner, and all relocations of such services necessary to avoid conflicts with utilities and highway drainage facilities are included in the work. Since the exact locations of the conflicts cannot be determined prior to trench excavation operations, the Contractor must coordinate and schedule any required relocation efforts of each sanitary sewer connection on an individual basis with the utility Owner and the property owner.

Any and all emergency repairs required during the period of this Contract shall be the responsibility of the Contractor. In the event the Owner is unable to contact the Contractor for the immediate emergency repair items of work, or in the event the Contractor does not take action when contacted within a reasonable length of time, the Owner of the utility reserves the right to attend to any and all emergency repair work items and to resubmit the costs directly to the Contractor for complete payment.

As-built drawings (signed and sealed by a registered land surveyor or professional engineer in Delaware) with one (1) mylar and three (3) sets of prints must be submitted to New Castle County.

Materials:

The requirements for the materials as applicable to the Contract are as noted below, unless otherwise stated on the Plans and/or required by the Owner of the sewer system. The Contractor shall verify the compatibility of these materials specifications with the Owner before placing order for the Contract. It is the responsibility of the Contractor to obtain a copy of the utility Owner's standard specifications and details.

Sanitary Manholes shall be reinforced precast concrete in conformance with the latest edition of ASTM C478. Manhole sections, frames and covers shall be designed at a minimum for AASHTO H20 loading. Manhole covers and frames shall be cast iron assemblies, ASTM A48, Class 35B or better, specifically intended as covers. Frames and covers shall be Neenah or East Jordan manufactured in accordance with the Details as shown on the Contract Drawings.

Pre-cast manholes shall conform to these specifications and the Contract Drawings. Cement shall be ASTM C150, type II with limestone aggregate. Water-cementitious materials ratio shall not exceed 0.40. Minimum wall thickness shall be 1/12 of inside diameter, plus 1 inch.

Pre-cast sections may be provided with lifting notches on the inside faces of walls to facilitate handling in accordance with the manufacturer's recommendations. Lifting notches shall be not more than 3 inches deep; holes extending through the wall will not be acceptable.

Manhole channel shall be pre-cast concrete or sewer brick. Cast-in-place channels are not permitted.

Interior of pre-cast manholes shall be coated with liquid epoxy system as manufactured by Tnemec, Prema-Glaze 435 (Beige) with a minimum DFT of 30 mils; Carboline, Polibrid 705 (Tan) with a minimum DFT of 25 mils: or approved equal.

The outside of manholes shall receive one heavy coat of coal tar epoxy; Carboline, bitumastic 300M; Tnemec 46H-413 Hi-Build: or equal. Minimum thickness and application shall be per the manufacturer's specifications. Coating may be shop applied to pre-cast units. If the shop applied coating is damaged during construction, a field touch-up coat shall be applied and allowed to dry prior to backfilling.

Frame adjustment shall be by means pre-cast concrete grade rings capable of supporting highway live loads (H20) as defined by AASHTO and as shown on the Contract Drawings. Pre-cast concrete grade rings shall be circular meeting the requirements of ASTM C-478. All grade rings shall be pre-drilled or cast for the manhole frame bolts. No field drilling of grade rings is permitted.

Pipe to manhole flexible joint connectors (for pre-cast manholes) shall be an integrally cast rubber gasket suitable for wastewater, as manufactured by A-LOK Products, Inc., or equal.

Manhole steps shall be steel reinforced plastic as manufactured by M.A. Industries, Inc., Model PS2-PF; H. Bowen, BOWCO No. 93813; ½ inch deformed steel bar, ASTM A615, Grade 60 minimum, totally encapsulated in copolymer polypropylene, ASTM D4101, or equal.

Manhole steps shall be pre-installed by the manufacturer and shall be driven into prepared holes. Field drilled holes shall not be permitted.

Specifications and Details for setting and placement of manhole frame and cover on pre-cast manhole shall be in accordance with the Contract Drawings. Frame shall be securely bolted to pre-cast manhole with four (4) ¾-inch stainless steel bolts with concrete anchors. Bolt holes shall be pre-drilled or cast into grade rings. No field drilling of grade rings is permitted. Bolt ends shall be protected by means of plastic caps shop or field filled with anti-corrosion compound or lubricant, as manufactured by Sap-Seal Products, Inc., Advance Products & Systems, Inc., or equal.

Mastic filler material inside of manholes shall be in accordance with ASTM c990; Hamilton-Kent "Kent-Seal No. 2," Sheller-Globe "Tac-Tite," or Henry Company "Ram-Neck," or equal.

An exterior joint seal shall be installed at all exterior manhole joints. Exterior joint sealer shall be Cretexwrap Exterior Joint Sealer, or approved equal, Manufactured by Cretex Specialty Products, Inc. Exterior joint seal shall meet or exceed the requirements of ASTM C-887, Type II, External Joint Seals.

Construction Methods:

Pre-cast concrete sections shall be inspected when delivered and all cracked or otherwise visibly defective units shall be rejected. The Contractor shall be required to correct and/or replace defective units at his/her expense.

Manholes shall be placed on a minimum of 8-inches of compacted stone on a firm stable foundation in accordance with Specification 20.04-1 of the New Castle County Standard Specifications for Construction. In unstable soil conditions, the unstable materials shall be over excavated and crushed stone or other suitable materials shall be imported, placed and compacted to provide a firm and unyielding foundation. The grade of the foundation shall be such that the incoming pipe will meet the inverts at the correct line and grade. Adjustment rings will be allowed to bring the top of the manhole ring and cover to grade of the ground line as shown on the plans. The manhole shall be lowered onto the foundation using the appropriate equipment. No wedging or blocking under bases will be permitted. Riser connecting to the manhole shall be joined in one of the following three methods:

1. Rubber gaskets meeting the minimum requirement of ASTM F477 shall be used. The gaskets shall be affixed to the riser either by use of an adhesive or shall be installed in such a way so as to prevent the gasket from rolling out of a transition section or manhole riser section.

2. A factory applied collar of rubber, fiberglass, or PVC shall be used to make field connections which are water tight. The joints shall meet the requirements of ASTM F477

3. Where specified on the plans, a 100% solids epoxy based mortar with inert fillers shall be used to install the pipes as specified by the Manufacturer.

Manholes shall at a minimum have an 18" bench on each side of the flow channel to provide work space within the manhole. Benches may be larger depending on the diameter of the manhole. The bench inside the manhole shall be raised to the level of the crown of the interceptor piping in accordance with the Drawings details. Benches shall be provided with a slip resistant surface.

Inverts and manhole channel shall be formed of pre-cast concrete or approved sewer brick in accordance with New Castle County Standard Specifications and Details. The invert shall be formed to meet the elevations indicated on the Drawings. In no case shall the invert section through a manhole be greater than that of the outgoing pipe. The shape of the invert shall conform exactly to the lower half of the pipe it connects. Side branches shall be connected with a radius of curve as large as practicable. All inverts shall have a smooth, clean surface.

The connecting pipe shall be carefully adjusted to proper line and grade, and the bedding material shall be compacted under the haunches and to the spring line of the pipe for a distance of at least 6 feet from the manhole wall and to at least the minimum trench width. The pipe shall be installed in the flexible joint connector prior to backfilling outside the manhole and shall be resealed after completion of the manhole and backfill. All visible leakage shall be eliminated.

The connecting pipe for installation with flexible joint connectors, shall be plain-end, square cut spigots and shall not protrude more than 1 inch [25 mm] inside the manhole wall, unless otherwise noted. A clear distance of at least 1 inch [25 mm] from the end of each connecting pipe and around the pipe shall be provided when the concrete invert fill is installed. After completion of the manhole, the boxout shall be filled with mastic filler material, completely filling the space beneath the pipe and extending to at least the spring line. The filler material shall provide a smooth, uniform surface between the inside diameter of the pipe and the manhole invert.

Pre-cast Manhole Acceptance Testing:

Prior to the request for inspection by the Engineer, it shall be the Contractor's responsibility to examine all completed pre-cast manholes to insure that they are installed at the proper location and grade. After this has been done to the satisfaction of the Engineer, he/she will order tests to be made on the manholes built under the Contract.

The Contractor shall perform the tests as specified herein and as further required and directed by the Engineer and the Owner.

Joint tests shall be in accordance with ASTM D4161, latest revision.

Manholes shall be hydrostatically or vacuum tested to insure water tightness. This test shall be performed after all risers have been connected and connections sealed.

In lieu of samples cut from the manhole wall, casted samples taken from the same material from which the riser is manufactured may be substituted for the cut samples in the compressive strength tests. These samples shall be casted at the time the riser is manufactured and cured in the same manner as the riser. There shall be a minimum of three (3) samples casted for each piece of the manhole manufactured. The casted samples shall be tested in accordance with the appropriate section of ASTM C579, latest revision.

Method of Measurement and Basis of Payment:

Payment for these items of work shall consist of all labor, materials and equipment required to install the complete Sanitary Sewer Manholes of respective diameter(s) and depth(s) as required and shown on the Contract Drawings.

The unit price of the 60-inch sanitary sewer manhole actually installed shall be measured by each manhole installed for the first 6-feet of manhole depth and per vertical foot for each additional depth of the manhole beyond 6-feet and shall be paid for at the Contract unit prices for Sanitary Sewer Manholes to the depths(s) required by the Contract Drawings.

The unit price per each and vertical foot of sanitary sewer manhole actually installed under this item shall include and cover furnishing all labor, materials, and equipment necessary to complete the work required; to include, but not limited to; support and protection of existing utilities; furnishing, installing, and testing of sanitary sewer manholes; excavation and backfill using Borrow Type C to the limits shown on the Contract Drawings; manhole steps; manhole benches and grouting; manhole frame and covers including pre-cast concrete grade rings as required; integrally cast flexible joint connectors, interior and exterior epoxy coatings/linings; compacted stone bedding; exterior joint wraps; and all incidentals for satisfactory completion of the work for a functional sewer system.

3/5/12

712531 - CHANNEL BED FILL

Description:

Furnish and place Channel Bed Fill to the limits specified in the construction plan set.

Materials:

Provide aggregate material meeting the following requirements:

Provide natural, rounded, unwashed and uncrushed aggregate material meeting the gradation of Table 1 when tested in accordance with AASHTO T-11 and T-27.

a. Aggregate material meeting this requirement may be located within the excavation area of the project. The Contractor may salvage this material at his/her discretion by separating and stockpiling the material meeting the requirements of Table 1 and Notes 1&2.
b. Angular quarried aggregate is unacceptable.
c. The cost of salvaging and stockpiling existing material and removing excess stockpiled material is incidental to 712531 – Channel Bed Fill.

Table 1

Percent Passing	Light [3]	Medium [4]	Heavy
5-inch	100	90-100 [1]	Gradation to be noted on plan sheets
1-inch	100 [1]	0-20[2]	
3/4-inch	30-70		
3/8-inch	0-10 [2]		

Notes:
[1] Salvaged materials may contain material exceeding this size and be acceptable.
[2] Salvaged materials may contain up to 20% passing the 3/8-inch sieve but not to exceed 10% passing the #200 sieve when tested in accordance with T-11.
[3] Unless noted otherwise on plan sheets, Light gradation shall be used in locations in Sussex County
[4] Unless noted otherwise on plan sheets, Medium gradation shall be used in locations in Kent and New Castle Counties.

Method of Measurement:

Quantity of Channel Bed Fill will be measured by cubic yards of material acceptably placed.

Basis of Payment:

The quantity of Channel Bed Fill will be paid for at the Contract unit price per cubic yard. Price and Payment will constitute full compensation for all labor, equipment, and other incidentals required to salvage, stockpile, maintain, furnish, haul, place, and remove and dispose of all material necessary to complete the work.

Excavation of existing streambed material will be paid under its respective item.

4/10/12

743552 – PEDESTRIAN CHANNELIZING BARRICADE SYSTEM

Description:

Furnish, place, relocate, and maintain a pedestrian channelizing barricade system in accordance with the requirements of the Americans with Disabilities Act (ADA), the Delaware Manual on Uniform Traffic Control Devices (DE MUTCD), these specifications, the plans and details, and as directed by the Engineer.

Materials:

Furnish a pedestrian channelizing barricade system meeting the National Cooperative Highway Research Program (NCHRP) Report 350 or the Manual for Assessing Safety Hardware (MASH) Test Level 2 certification. The approved system must have been tested as a barricade in accordance with the NCHRP 350 and/or MASH testing criteria. Submit a copy of the FHWA certification letter and associated documentation to the Engineer prior to acceptance by the Department and prior to installation of the device on the project.

A. *Barricade Rails:*
   1. Manufactured from high density polyethylene (HDPE) with UV inhibitors.
   2. Barricade rails must accommodate a minimum of 7 3/4" (197 mm) wide retroreflective sheeting on both sides of the rails.
      a. Use white prismatic and fluorescent orange retroreflective sheeting where the white and fluorescent orange colors are placed at 45-degree angles.

B. *Barricade supports:*
   1. Manufactured from high density polyethylene (HDPE) with UV inhibitors and internally ballasted.
      a. Use ballast material in accordance with manufacturer recommendations.

Construction Methods:

Construct the barricade with continuous delineation along the designated walkway for use as a channelization device.

A. Assemble the barricade without hardware and in accordance with manufacturer's recommendations.

B. Provide continuous upper and lower rails for hand or cane trailing.
   1. Install upper rail of barricade a minimum 36" (1 m) above the ground, measured from the ground to the top of the upper rail.
   2. Install lower rail of the barricade a minimum of 1 ½" (38 mm) above the ground, measured from the ground to the bottom of the lower rail.

C. No portion of the barrier structure or supports may extend into the walkway more than 3/4" (19 mm) further than the common plane formed by the upper and lower rails.

D. Ensure that barricade joints are smooth and snag-resistant to accommodate safe hand trailing.

E. Provide accommodations for attachment of audible information devices.

F. Pedestrian channelizing barricades cannot be used as road closure barricades or provide positive protection between the temporary walkway and vehicular traffic.

G. Remove pedestrian channelizing when it is no longer needed.
   1. Dispose of all materials in accordance with Subsection 106.09

Method of Measurement:

Pedestrian channelizing barricade will be measured along the linear centerline of the barricade in units of linear feet per day (LF/DY), acceptably installed, maintained, removed and completed as specified

Basis of Payment:

Pedestrian channelizing barricade will be paid for at the contract unit price bid per linear feet per day for the item Pedestrian Channelizing Barricade. Price and payment includes full compensation for providing certification, furnishing, placing, maintaining, and relocating the barricades as required, all labor, equipment,

tools, and all incidentals necessary to complete the work. Replace barricades stolen or damaged at no cost to the Department.

2/23/12

743553 – TEMPORARY PEDESTRIAN PATHWAY

Description:

Furnish, place, relocate, and maintain temporary pedestrian pathway in accordance with the requirements of the Americans with Disabilities Act, locations, notes and details in the Plans and as directed by the Engineer.

Surface Materials:

Portland Cement Concrete	Section 812
Hot-mix	Section 823
Cold-Patch	Section 815
Milled Hot-Mix Base Course	Section 821

Construction Methods:

1. Construct a temporary pedestrian pathway having a smooth, continuous hard surface using one of these materials: Portland cement concrete (PCC), hot-mix, cold patch or milled hot-mix base course.
   A. Placement of Portland Cement Concrete in accordance with Section 500
   B. Placement of Hot-Mix in accordance with Section 400
   C. Placement of Milled Hot-Mix Base Course in accordance with Section 300

2. Meet the requirements of the Americans with Disabilities Act for running slope, cross slope, vertical differences and openings.

3. Remove temporary pedestrian pathway when it is no longer needed.
   A. Dispose of all materials in accordance with Subsection 106.09

Method of Measurement:

The quantity of temporary pedestrian pathway will be measured as the number of square yards of surface area acceptably installed, maintained, removed and completed as specified.

Basis of Payment:

The quantity of temporary pedestrian pathway will be paid for at the Contract unit price per square yard acceptably installed, maintained, removed and completed as specified by the Contract. Price and payment will constitute full compensation for preparing, furnishing, placing, finishing and compacting the materials, maintaining the pathway, removal and disposal of the pathway when it is no longer needed, restoring and seeding the area to its original configuration, and for furnishing all labor, equipment, tools and incidentals required to complete the work.

Any necessary seeding will be paid under the respective item.

2/24/12

748530 - REMOVAL OF PAVEMENT STRIPING

Description:

This work consists of removing pavement markings of all kinds including paint, tape, etc., in accordance with this special provision, notes on Plans and/or as directed by the Engineer. The Contractor shall coordinate with the Engineer for maintaining traffic during the operation, prior to starting the work.

Materials and Construction Methods:

Paint and Epoxy Resins:

Shot/abrasive grit blasting or water blasting equipment shall be used for removal of markings from pavement surfaces.

Alkyd Thermoplastic:

In addition to the removal techniques discussed for paint and epoxy, burning or grinding (erasing machines) equipment may also be used for removal of markings from pavement surfaces.

The removal operation shall be performed in a manner that will not damage the pavement surface.

The Contractor shall collect and dispose of all shot/abrasive grit and pavement marking materials removed from the pavement surface. Washing or sweeping such material to the roadside will not be permitted.

After removal of striping on bituminous concrete, approved flat black paint or asphalt sealer shall be used to cover any exposed aggregate or embedded paint at no additional cost.

Method of Measurement:

The quantity of pavement striping removal will be measured as the number of square feet (meters) of pavement striping removed and accepted. The area of lines will be calculated by multiplying the nominal width of line times the length and the area of symbols will be as specified in Subsection 748.10 of the Standard Specifications.

Basis of Payment:

The quantity of pavement striping removal will be paid for at the Contract unit price per square foot (meter) for "Removal of Pavement Striping". Price and payment shall be full compensation for furnishing all materials, removing the pavement markings, disposing of the removed marking material, covering up the exposed aggregate, and for all labor, equipment, tools and incidentals necessary to complete the work.

Note:

There will be no measurement and payment for removal of pavement markings placed incorrectly by the Contractor.

01/09/06

753503 - INSTALLING SANITARY SEWER, PVC 12"
753504 - INSTALLING SANITARY SEWER, PVC 15"

Description:

This work consists of furnishing, installing, and testing for the complete and satisfactory construction of all piping, closures, couplings, and appurtenances for a complete and operable sanitary sewer system at the location(s) shown on the Contract Drawings. All work for this item shall be in strict accordance with these Special Provisions, Delaware Standard Specifications, and requirements of the New Castle County Standard Specifications. In case of any conflict between the notes and details on the Plans; Special Provisions; New Castle County Standards and Specifications; the New Castle County Standards and Specifications shall prevail. The Contractor shall obtain a copy of the New Castle County Standards and Specifications and study for materials cost before submitting the bids. The Owner of the sanitary sewer system is New Castle County and from hereafter shall be addressed as the Owner.

General Requirements:

All work shall be subject to inspection and subsequent approval/disapproval of the Engineer and the representative of the Owner of the utility; and the Contractor shall be required to correct the discrepancies at his/her expense.

Included in this work are the possible connections of existing commercial, industrial, and/or residential sanitary sewer services to the new sanitary sewer system. These possible connections are not shown on the Contract Drawings and it is the responsibility of the Contractor to confirm and make said connections in accordance with the utility owner's standards. All modifications to such services, as required by the present Standards and Specifications of the Owner, and all relocations of such services necessary to avoid conflicts with utilities and highway drainage facilities are included in the work. Since the exact locations of the conflicts cannot be determined prior to trench excavation operations, the Contractor must coordinate and schedule any required relocation efforts of each sanitary sewer connection on an individual basis with the utility Owner and the property owner.

It is of high importance that the Contractor, in the performance of his/her work, does not disrupt the operation of the existing sanitary sewer facilities in any manner or at any time, without the expressed prior approval of the Owner. The Contractor may be required to construct, maintain, and remove, temporary by-pass pumping operations as required during construction to maintain sanitary sewer facilities in service.

Any and all emergency repairs required during the period of this Contract shall be the responsibility of the Contractor. In the event the Owner is unable to contact the Contractor for the immediate emergency repair items of work, or in the event the Contractor does not take action when contacted within a reasonable length of time, the Owner reserves the right to attend to any and all emergency repair work items and to resubmit the costs directly to the Contractor for complete payment.

As-built drawings (signed and sealed by a registered land surveyor or professional engineer in Delaware) with one (1) mylar and three (3) sets of prints must be submitted to New Castle County.

Materials:

The requirements for the materials as applicable to the Contract are as noted below, unless otherwise stated on the Plans and/or required by the Owner of the sewer system. Sewer systems shall be in strict accordance with the Owner's Standard Specifications and Standard Details. The Contractor shall verify the compatibility of these materials specifications with the Owner before placing order for the Contract. It is the responsibility of the Contractor to obtain a copy of the utility Owner's standard specifications and details.

Sanitary sewers shall be Polyvinyl Chloride (PVC) pipe in accordance with the latest requirements of ASTM D3034, unless otherwise shown or specified. Pipe shall be a minimum of SDR 26 or as required by the Owner. Pipe shall be provided in nominal pipe lengths of either twelve (12) foot, six (6) inches or twenty (20) feet

Joints for the all sewer pipe and fittings shall be bell and spigot with flexible elastomeric O-ring gaskets. Gaskets shall meet the requirements of ASTM F477 and be provided by the pipe manufacturer. Pipe and fittings shall be assembled in accordance with the manufacturer's recommendations.

All the pipe and fittings shall be free from defects and defective materials. Pipe and fittings found to be defective, as determined by the Engineer or the Owner shall be rejected and replaced by the Contractor at no additional cost.

Pipe to existing manhole connection shall be made by core drilling and installing a flexible connector, A-LOK or approved equal. Pipe to existing manhole connections shall be per the details shown on the Contract Drawings.

All pipe and fittings shall be marked with the material and type information. All pipe and fittings shall be manufactured by JM Eagle, Inc., Diamond Plastics Corp., or equal.

Warning tape for sanitary sewer shall be printed polyethylene plastic tape with a metallic core, manufactured specifically for warning and identification of buried utility lines within the limits shown on the Contract Drawings. The tape shall be of a roll type, 2" (50 mm) minimum width, and color coded for sewer (green), with warning and identification imprinted in bold black letters continuously and repeatedly over entire length of tape. The code and letter color shall be permanent and unaffected by moisture and other substances contained in trench backfill materials. Imprinted on the tape shall be "Caution, Buried Sewer Line Below", or a similar message as approved by the Engineer or Owner.

Borrow Type C and sand for backfilling, when required, by the Contract and specified on the Plans, shall conform to the respective requirements of Sections 210 and 804 of the Standard Specifications. Concrete shall be Class A and shall conform to the requirements of Section 812.

Material for casing spacers and steel casing end seals shall be in accordance with Item 614660 and these Special Provisions.

Unless shown otherwise on the Plans or required by the owner, all commercial, industrial, and residential sanitary service connections shall be constructed of the same class of material as the sewer mains to which they are connected. Minimum grade and size of the lateral pipes shall be as required by the Owner's Standards and Specifications.

Construction Methods:

All pipes shall be thoroughly cleaned and inspected before they are laid and shall be kept clean until the completed work is accepted. The excavation and backfill for the pipe shall be performed in accordance with the applicable requirements including backfill requirements of Section 208 of the Delaware Standard Specifications, unless otherwise modified on the Plans, or in conflict with the requirements of the Owner. If there is a conflict between the Delaware Standard Specifications (including these Special Provisions) and the Specifications of the Owner, the latter will prevail. The Contractor is advised to obtain and be fully acquainted with the applicable specifications of the Owner. The pipe shall be installed at the locations and to the lines, grades, and dimensions shown on the Plans or as directed by the Engineer.

During backfill of the sewer, the Contractor shall install the specified warning tape at a depth of 18" below finished grade or as directed and approved by the Engineer/Owner.

Wherever PVC pipe requires cutting in the field, the work shall be done in a satisfactory manner with approved tools, all in accordance with the manufacturer's recommendations.

No pipe shall be laid upon a foundation into which frost has penetrated nor at any time when the Engineer shall deem that there is danger of the formation of ice or the penetration of frost at the bottom of the excavation, unless the minimum length of open trench and promptness of refilling are observed.

Pipe bedding, trench backfill, and concrete encasement shall be in accordance with the details as shown on the Contract Drawings.

During installation of sanitary sewer through steel casing pipe, the Contractor shall provide casing spacers to both support and prevent up-lift of new PVC sewer pipe. Casing spacers shall be installed in a

manner to achieve the specified lines and grades of the new sewer pipe as shown on the Contract Drawings.

Concrete encasement for sanitary sewers shall be in accordance with the Contract Drawings and New Castle County Standard Detail SS-UC-1.

The Contractor shall connect service connections to the existing houses, businesses, and others, complete to the property line, right-of-way lines or other designated points.

By-pass pumping operations shall be in accordance with these Special provisions and Item 614902, and the by-pass pumping system notes as shown on the Contract Drawings.

Removal of existing cement asbestos pipe shall be in accordance with Item 208509. Cement asbestos pipe is considered as a hazardous material and the removal and proper disposal is classified as a Class II Abatement. Removal of cement asbestos pipe shall be removed and disposed of in accordance with all applicable laws. All work involved in the removal or disposal of asbestos concrete pipe shall be the responsibility and at the expense of the Contractor.

Acceptance Testing:

Prior to the request for inspection by the Engineer, it shall be the Contractor's responsibility to examine all completed pipe lines to insure that they are laid to the proper alignment and grade and free from foreign material. After this has been done to the satisfaction of the Engineer, he/she will order tests to be made on all portions of the sewers built under the Contract. The Contractor shall cooperate and furnish all assistance necessary to perform the tests as specified herein and as further required and directed by the Engineer and the representative of the Owner.

Sanitary sewer lines shall be tested for the maximum amount of allowable leakage as specified by the Owner in the presence of the Engineer and the representative of the Owner. If a maximum leakage rate is not specified by the Owner, the allowable leakage rate will be 25 gallons per inch of diameter per mile (59 liters per 25 mm of diameter per kilometer) per day.

A. All sewers above the ground water line with a diameter of 39" (990 mm) or less will be tested by the low air pressure method. Sewers greater than 39" (990 mm) in diameter will be tested by the exfiltration method. This test will be made by plugging the lower manhole and filling the pipe section between manholes with water until the upper manhole is filled to the top or to a level designated by the Engineer. The quantity of water leakage will be measured by the drop in the level of the water in the upper manhole.

B. All sewers below the ground water line will be tested by the infiltration method. This test will be made by measuring the amount of water infiltration at the lower end of the pipe section at the end of the manhole stretch by means of a weir installed in the pipe or other means, as approved by the Engineer.

C. All sewers shall be tested in individual sections or an accumulation of series of sections in lengths approved by the Engineer. If the series method is used, each section between manholes shall meet the infiltration and exfiltration requirements specified herein.

All sewers before they are tested shall be carefully plugged and backfilled to a depth not less than 2 feet (0.6 meters) above the top of the pipe. Water shall be furnished by the Contractor and maintained at such levels as directed by the Engineer for a period of at least twenty hours immediately prior to the time of the test and during the test. The Contractor shall replace or repair all defects on sections of sewers failing to meet the requirements of these tests.

For conducting low pressure test, all branch fittings and ends of lateral stubs shall be securely plugged to withstand the internal test pressures. The section of line being tested shall also be securely plugged at each manhole. All stoppers shall be adequately braced when required.

Air shall be slowly supplied to the plugged pipe line until the internal air pressure reaches 4 psi (28 kPa) greater than the average back pressure of any ground water that may submerge the pipe. At least two minutes shall be allowed for temperature stabilization before proceeding further. The rate of air loss shall

then be determined by measuring the time interval required for the internal pressure to decrease from 3.5 to 2.5 psi (24 to 17 kPa). When the Owner of the utility is satisfied that the sewer main is functional, then the sewer main will be accepted.

The Contractor shall furnish all equipment and personnel to conduct the tests specified herein and/or any proposed by the Owner. The Contractor shall not make connections to existing sanitary sewers until after the final inspection and tests have been approved. All material and labor required for tests shall be furnished by the Contractor and the cost thereof included in the prices bid for installing sanitary pipe. Water for leakage test shall be furnished by the Contractor.

Method of Measurement and Basis of Payment:

Payment for this item of work shall consist of all labor, materials and equipment required to install the complete Sanitary Sewer System of respective diameter(s) as required and shown on the Plans. The unit price of sanitary sewer actually installed shall be measured along the centerline from end-to-end and shall be paid for at the Contract unit price per linear foot (linear meter) for "Installing Sanitary Sewer", of the size(s) and type(s) required by the Contract. The unit price per linear foot of sanitary sewer pipe actually installed under this item shall include and cover furnishing all labor, materials, and equipment necessary to complete the work required; to include, but not limited to; support and protection of existing utilities; by-pass pumping operations including sanitary service connections if present; furnishing, installing, and testing of sanitary sewer pipes, closures, specials, and related fittings; furnishing and installing warning tape; excavation and backfill using Borrow Type C to the limits shown on the Contract Drawings; stone bedding and geotextile as shown on the Contract Drawings; Core drilling existing manhole and connecting pipe as shown on the Contract Drawings; Concrete encasement to the limits shown on the Plans or as directed by the Engineer or Utility Owner; installing sanitary sewer pipe through steel casing pipe including casing spacers and end seals as shown on the Contract Drawings or specified; and all incidentals for satisfactory completion of the work and make the sewer system functional.

Excavation, Backfill, and backfilling for sanitary sewer within the limits of the steel casing pipe as shown on the Contract Drawings shall be paid for under the bid item for steel casing pipe in accordance with these Special Provisions and **Item 614660.**

Proper removal and disposal of existing cement asbestos pipe shall be paid for under the bid item for removal of asbestos pipe in accordance with these special provisions and **Item 208509**.

3/5/12

759501 - FIELD OFFICE, SPECIAL, I

All of Section 759 shall apply except as modified below:

Subsection 759.01 Description.

This work consists of furnishing, erecting, equipping, maintaining, and removing a field office of **Type II** for the exclusive use of Department engineers and inspectors at a location to be approved by the Engineer.

Subsection 759.02.

Add the following to Subsection 759.02

The Contractor shall also furnish new and maintain the following office equipment, all which are to be approved by the Engineer prior to installation in the field office. The required equipment will enable the Department to synchronize project record keeping and office functions. The equipment shall be delivered in working and useable condition:

1 compact plain paper copying machine and cabinet with stationary platen, bypass feeding, and dual loading cassette system with cassettes for letter, legal, and ledger size paper. Copy machine to have zoom and preset reduction and enlargement features, automatic two (2) sided copying, automatic document feeder with minimum 30 sheet capacity, and 20 bin collator with automatic stapling capacity;

1 desktop model, compact facsimile machine with automatic paper cutter, 10-sheet feeder, halftones with 16 levels of gray, 50-number auto dialing, answering machine hook-up, large LCD readout, date and time stamp, and advanced telephone features;

1 telephone answering machine having all-digital recording, 14 minute message capacity, selectable message time, voice prompt assistance, day/time stamp, call screening, two-digit LED message indicator, toll saver, power failure memory back-up, and message interrupt from any station; and

1 digital cameras with minimum 1/2.7" 4.0 mega pixel, 3X optical / 6X precision digital zoom, 12-bit DXP A/D conversion, 2.5" 123K pixel LCD display, 5-mode program AE and each with dual media slots, SXGA/XGA/VGA image resolution, E-mail mode. Also intelligent flash with red-eye protection, MPEG movie mode, clip motion, light metering, TEXT mode (GIF), playback zoom and resize, white balance, lithium battery system and in-camera picture effects, memory stick/card (minimum 256MB) capability, and storage case.

Consumables as required to manage the business of the project shall be provided for all office equipment for the length of the Contract. These consumables shall be furnished on request and shall include but not be limited to paper, tapes, ribbons, rolls, toner, cleaning kits, microcassette tapes and batteries, answering machine cassettes, camera batteries and memory sticks and/or discs, DVD and CD R/RW media, etc.

Maintenance of all office equipment shall be provided for by a validated service contract for the length of the Contract. This service contract shall allow a Department authorized project person to deal directly with the service organization to request repair.

Included in the unit price bid per month for the Field Office on this project will be one (1) IBM compatible Microcomputer Systems both which will be furnished and maintained by the Contractor for use by the Engineer. The specified computer systems will synchronize the construction management functions of the Department to monitor, report, and perform the accounting of the project work. The computer systems and all their related equipment specified below shall be furnished new and remain the property of the Contractor at the conclusion of the Contract. A detailed listing of the proposed computer systems and all their

related equipment to be provided by the Contractor shall be submitted for approval by the Engineer prior to furnishing the Microcomputer Systems. The Microcomputer Systems shall be Laptop Computer Systems each with docking station. The Microcomputer System shall consist of:

Central Processing Unit (CPU) – Lap Top

Pentium M processor, 740 (1.7 GHz) or better with integrated USB 2.0 and IEEE 1394 ports (firewire) and wireless networking included,

Minimum 1.0 GB RAM with expansion capability to at least 3.0 GB and clock/calendar card equivalent, and

Microsoft "Windows® XP Professional" operating system;

Memory (Storage)

CD/DVD +/- RW with double layer write capability, and 100GB hard drive minimum, integrated Ethernet 10/100, and internal modem. Included software shall support double layer media writing and automatic backup of data;

Monitor (Cathode Ray Tube)

Monitor for docking station and docking station - Super Video Graphics Adapter (SVGA) minimum. 19" minimum diagonal visual area flat panel with .26 dot pitch capable of multiple frequency 256 color graphics and at least 1024 pixel resolution. Swivel base with low radiation and eyestrain protection, brightness and contrast control and

Laptop - shall have 15.4” display minimum;

Color Graphics Card

Card must be SVGA AGP interface with 64 MB onboard video memory having maximum resolution of at least 1280x720 with at least 16 bit color and video control hardware and software;

Keyboard

Keyboard shall be ergonomic, enhanced layout minimum with keyboard interface cable;

Printers

LaserJet HP 2550N network capable printer or latest model with 64 MB minimum total memory having up to 600 dpi resolution and using HPL6 printer language with all necessary software and cables for proper operation; and a HP Desk Jet color printer or latest model with photo quality print capability and with all necessary software, equipment, and cables for general operation as well as connection and sharing on a local network;

Scanner

A HP6100 color scanner with HP5770 ScanJet ADF (or equivalent brand) with all necessary software, equipment, and cables for general operation as well as connection and sharing on a local network;

Software

The latest version programs for application management (operating system), word processing, spreadsheet, and anti-virus shall be provided with all user manuals. Upgrades, maintenance, and full technical support by the manufacturer shall be provided for the length of the Contract. The required software will enable the Department to synchronize accounting and record keeping functions between the project, District, and Department offices. A list of programs to be provided shall be submitted to the Engineer for approval.

Software, other than for application management and anti-virus, is to be delivered unopened to the Department's administrative office. All software is to be compatible with and for use to run on "Windows® XP Professional". The required applications software follows and is to be latest version unless noted:

office suite - "Microsoft® Office XP Professional",
antivirus - "McAfee® Total Protection for Small Business,
software supporting creation of DVD +/- R/RW disks (supporting double layer media writing) and DVDR and DVDRW disks using DVDRW drive, for example: Ahead Nero, Roxio DVD/CD Creator, or some equivalent product. Note: software commonly included as part of the standard CDRW upgrade/standalone package is acceptable if included with the unit;

Related Equipment

Wireless networking hub/router (802.11g or better) with all associated hardware (adapters, cables, etc) and soft to enable wireless networking and internet connection sharing for all office computers and printers,

An electrical outlet with dedicated circuit for the main computer unit,

An optical mouse with proper driving software having complete Microsoft emulation,

An internal 56/28.8/14.4 fax modem with MNP5 error checking and complete Hayes emulation having high-speed 14.4 fax capability and regular data transmission between 2400 and 56 baud, with the latest version proper driving software,

Necessary cables for proper operation,

An uninterruptible power supply (UPS) units for protection from power loss or fluctuation, minimum of 6 outlets, adequate to provide a minimum of 30 minutes backup power for an orderly shut down of the computer system with software and connections for automatic system shutdown,

24 bit Sound Blaster compatible PCI soundcard with quality desktop speakers,

A combination surge, spike, and noise protection device with receptacles for all peripherals (may be in combination with the UPS power supply),

A wrist rest suitable for use with the furnished keyboard,

Cleaning kits for disk drives,

An anti-glare filter with grounding wire suitable for use with the furnished monitor, and

All cards, hardware, and operating, anti-virus, and equipment software to be fully installed and operational;

Maintenance and Service

Maintenance of all specified equipment and components shall be provided for by a validated service agreement for the length of the Contract. Maintenance (upgrades, replacement, full technical support) for each software application shall be provided for by validated maintenance agreement for the length of the Contract. These agreements shall allow an authorized project person to deal directly with the service organization to request repair or the maintenance organization to request assistance; and

Supplies

Consumables as required to manage the business of the project shall be provided for the Microcomputer Systems for the length of the Contract. These consumables shall be

furnished on request and include but not be limited to 3-1/2" double sided high density micro floppy diskettes, compatible diskettes for provided digital cameras and memory stick media, DVDR and DVDRW media compatible supporting operational minimum to maximum speed of the DVD/RW drive unit, cut sheet paper and labels compatible with the printers, hardware and screen cleaners, and toner cartridges.

Maintenance of the field office including its adjacent parking area, for the time required, shall consist of maintenance and/or replacement of all provided items, security system, furniture and equipment, computer systems, providing lavatory supplies, providing trash containers and waste baskets, providing entrance mats at each door, providing replacement items for lighting fixtures, maintaining all utilities, providing satisfactory and sanitary janitorial and waste disposal services twice a week, providing cleanup of trash and debris on the parking lot and landscaped area once a week, and shall be included in the monthly unit cost.

The Contractor shall provide and deliver a current copy of all validated field office, equipment, and computer maintenance, service, assistance and/or monitoring agreements and/or contracts as mentioned hereinabove to the Department's administrative office on or before the first day the field office is ready for use.

3/9/12

763501 - CONSTRUCTION ENGINEERING

Description:

This work consists of construction lay out including; stakes, lines and grades as specified below. Subsection 105.10 Construction Stakes, Lines and Grades of the Standard Specifications is voided.

Based on contract plans and information provided by the Engineer, the Contractor shall stake out right-of-way and easements lines, limits of construction and wetlands, slopes, profile grades, drainage system, centerline or offset lines, benchmarks, structure working points and any additional points to complete the project.

The Engineer will only establish the following:

(a) Original and final cross-sections for borrow pits.
(b) Final cross-sections for all excavation items.
(c) Line and grade for extra work added on to the project plans.

Equipment:

The Contractor shall use adequate equipment/instruments in a good working order. He/she shall provide written certification that the equipment/instrument has been calibrated and is within manufacturer's tolerance. The certification shall be dated a maximum of 9 months before the start of construction. The Contractor shall renew the certification a minimum of every 9 months. The equipment/instrument shall have a minimum measuring accuracy of [3mm+2ppmxD] and an angle accuracy of up to 2.0 arc seconds or 0.6 milligons. If the Contractor chooses to use GPS technology in construction stakeout, the Contractor shall provide the Engineer with a GPS rover for the duration of the contract. The GPS rover shall be in good working condition and of similar make and model used by the Contractor. The Contractor shall provide up to 8 hours of formal training on the Contractor's GPS system to a maximum of four Engineer's appointees. At the end of the contract, the Engineer will return the GPS rover to the Contractor. If any of the equipment/instruments are found to be out of adjustment or inadequate to perform its function, such instrument or equipment shall be immediately replaced by the Contractor to the satisfaction of the Engineer.

Engineering/Survey Staff:

The Contractor shall provide and have available for the project an adequate engineering staff that is competent and experienced to set lines and grades needed to construct the project. The engineering personnel required to perform the work outlined herein shall have experience and ability compatible with the magnitude and scope of the project. Additionally, the Contractor shall employ an engineer or surveyor licensed in the State of Delaware to be responsible for the quality and accuracy of the work done by the engineering staff. When individuals or firms other than the Contractor perform any professional services under this item, that work shall not be subject to the subcontracting requirements of Subsection 108.01 of the Standard Specifications. The Contractor shall assume full responsibility for any errors and/or omissions in the work of the engineering staff described herein. If construction errors are caused due to erroneous work done under Construction Engineering the Contractor accepts full responsibility, no matter when the error is discovered. Consideration will not be given for any extension of contract time or additional compensation due to delays, corrective work, or additional work that may result from faulty and erroneous construction stakeout, surveying, and engineering required by this specification.

Construction Methods:

Performance Requirements:

(a) Construction Engineering shall include establishing the survey points and survey centerlines; finding, referencing, offsetting the project control points; running a horizontal and vertical circuit to check the accuracy of given control points. Establishing plan coordinates and elevations marks for culverts, slopes, subbase, subsurface drains, paving, subgrade, retaining walls, and any other stakes required for control lines and grades; and setting vertical control elevations, such as footings, caps, bridge seats and deck screed. The Contractor shall be responsible for the

preservation of the Department's project control points and benchmarks. The Contractor shall establish and preserve any temporary control points (traverse points or benchmarks) needed for construction. Any project control points (traverse points) or benchmarks conflicting with construction of the project shall be relocated by the Contractor. The Contractor as directed by the Engineer must replace any or all stakes that are destroyed at any time during the life of the contract. The Contractor shall re-establish centerline points and stationing prior to final cross-sections by the Engineer. The Vertical Control error of closure shall not exceed 0.05 ft times [Square root of number of miles in the level run] (0.01 m times [square root of number of kilometers]). The Horizontal Control accuracy ratio shall not exceed an error of closure of 1 foot per 20,000 feet (1 meter per 20,000 meters or 1:20,000) of distance traversed prior to adjustment.

(b) The Contractor shall perform construction centerline layout of all roadways, ramps and connections, etc. from project control points set by the Engineer. The Contractor using the profiles and typical sections provided in the plans shall calculate proposed grades at the edge of pavement or verify information shown on Grades and Geometric sheets.

(c) The Contractor shall advise the Engineer of any horizontal or vertical alignment revisions needed to establish smooth transitions to existing facilities. The Contractor shall immediately bring to the attention of the Engineer any potential drainage problem within the project limits. The Engineer must approve any proposed variation in profile, width or cross slope.

(d) The Contractor shall establish the working points, centerlines of bearings on bridge abutments and on piers, mark the location of anchor bolts to be installed, check the elevation of bearing surfaces after they are ground and set anchor bolts at their exact elevation and alignment as per Contract Plans. Before completion of the fabrication of beams for bridge superstructures, the Contractor shall verify by accurate field measurements the locations both vertically and horizontally of all bearings and shall assume full responsibility for fabricated beams fitting and bearing as constructed. After beam erection and concurrently with the Department project surveyors, the Contractor shall survey top of beam elevations at a maximum of 10-ft (3.0-meter) stations and compute screed grades. These shall be submitted to the Engineer for review and approval before the stay in place forms are set. Construction stakes and other reference control marks shall be set at sufficiently frequent intervals to assure that all components of the structure are constructed in accordance with the lines and grades shown on the plans. The Contractor will be responsible for all structure alignment control, grade control and all necessary calculations to establish and set these controls.

(e) The Contractor, using contract plans, shall investigate proposed construction for possible conflicts with existing and proposed utilities. The Contractor shall then report such conflicts to the Engineer for resolution. All stakes for advanced utility relocation, which will be performed by others, shall be paid for under item 763597 – Utility Construction Engineering.

(f) The Contractor shall be responsible for the staking of all sidewalk and curb ramp grades in accordance with the plans and the Departments Standard Construction Details. The Contractor shall review the stakeout with the Engineer prior to construction. The Engineer must approve any deviation from plans, Department Standard Construction Details and Specifications in writing. The Contractor shall be responsible for any corrective actions resulting from problems created by adjustments if they fail to obtain such approval.

(g) If wetland areas are involved and specifically defined on the Plans the following shall apply:

i. It is the intent of these provisions to alert the Contractor, that he/she shall not damage or destroy wetland areas, which exist beyond the construction

limits. These provisions will be strictly enforced and the Contractor shall advise his/her personnel and those of any Subcontractor of the importance of these provisions.

ii. All clearing operations and delineation of wetlands areas shall be performed in accordance with these Special Provisions. Before any clearing operation commences the Contractor shall demarcate wetlands at the Limits of Construction throughout the entire project as shown on the Plans labeled as Limits of Construction or Wetland Delineation to the satisfaction of the Engineer.

iii. The material to be used for flagging the limits of construction shall be orange vinyl material with the wording "Wetland Boundary" printed thereon. In wooded areas, the flagging shall be tied on the trees, at approximate 20-foot (6.1 meter) intervals through wetland areas. In open field and yard areas that have been identified as wetlands, 3 foot (one meter) wooden grade stakes shall be driven into the ground at approximate 20 foot (6.1 meter) intervals and tied with the flagging.

iv. If the flagging has been destroyed and the Engineer determines that its use is still required, the Contractor shall reflag the area at no cost to the Department. If the Contractor, after notification by the Engineer that replacement flagging is needed, does not replace the destroyed flagging within 48 hours, the Engineer may proceed to have the area reflagged. The cost of the reflagging by the Engineer will be charged to the Contractor and deducted from any monies due under the Contract.

v. At the completion of construction, the Contractor shall remove all stakes and flagging.

vi. The Contractor shall be responsible for any damages to wetlands located beyond the construction limits, which occurs from his/her operations during the life of the Contract. The Contractor shall restore all temporarily disturbed wetland areas to their preconstruction conditions. This includes restoring bank elevations, streambed and wetland surface contours and wetlands vegetation disturbed or destroyed. The expense for this restoration shall be borne solely by the Contractor.

Submittals:

All computations necessary to establish the exact position of all work from the control points shall be made and preserved by the Contractor. All computations, survey notes and other records necessary to accomplish the work shall be made available to the Department in a neat and organized manner at anytime as directed by the Engineer. The Engineer may check all or any portion of the stakeout survey work or notes made by the Contractor and any necessary correction to the work shall be made as soon as possible. The Contractor shall furnish the Engineer with such assistance as may be required for checking all lines, grades, and measurements established by the Contractor and necessary for the execution of the work. Such checking by the Engineer shall not relieve the Contractor of his/her responsibility for the accuracy or completeness of the work.

The Contractor shall submit any of the following at the Engineer's request:

(a) Proposed method of recording information in field books to ensure clarity and adequacy.

(b) A printout of horizontal control verification, as well as coordinates, differences and error of closure for all reestablished or temporary Control Points.

(c) A printout of vertical control verification, with benchmark location elevation and differences from plan elevation.

(d) Sketch of location of newly referenced horizontal control, with text printout of coordinates, method of reference and field notes associated with referencing control.

(e) Description of newly established benchmarks with location, elevation and closed loop survey field notes.

(f) All updated electronic and manuscript survey records.

(g) Stakeout plan for each structure and culvert.

(h) Computations for buildups over beams, screed grades and overhang form elevations.

(i) A report showing differences between supplied baseline coordinates and field obtained coordinates, including a list of preliminary input data.

(j) Any proposed plan alteration to rectify a construction stakeout error, including design calculations, narrative and sealed drawings.

(k) Baseline for each borrow pit location.

(l) Detailed sketch of proposed overhead ground mounted signs or signals showing obstructions that may interfere with their installation.

(m) Copies of cut sheets.

Method of Measurement:

The quantity of Construction Engineering will not be measured.

Basis of Payment:

Payment will be made at the Lump Sum price bid for the item "Construction Engineering". The price bid shall include the cost of furnishing all labor, equipment, instruments, stakes and other material necessary to satisfactorily complete the work as herein described under this item for all roads and structures that are a part of the contract. Adjustment in payment will be made for the deletion or addition of work not shown in the contract documents.

Monthly payment will be made under this item in proportion to the amount of work done as determined by the Engineer.

8/29/07

763643 - MAINTENANCE OF TRAFFIC – ALL INCLUSIVE

Description:

This item shall consist of furnishing, installing, maintaining and/or relocating the necessary temporary traffic control devices used to maintain vehicular traffic. All work shall be performed in a manner that will provide reasonably safe passage with the least practicable obstruction to all vehicular traffic.

All requirements of the Delaware Manual on Uniform Traffic Control Devices (MUTCD), Part 6, herein referred to as the Delaware MUTCD. (latest edition with all revisions made up to the date of Advertisement of this project) shall apply for all temporary traffic control devices. Any, and all, control, direction, management and maintenance of traffic shall be performed in accordance with the requirements of the Delaware MUTCD, notes on the Plans, this specification, and as directed by the Engineer.

The Contractor shall be aware that the Case Diagrams and safety measures outlined in the Delaware MUTCD are for common construction situations and modifications may be warranted based on the complexity of the job. The Contractor shall submit justification for modifications to the Temporary Traffic Control Plan (TTCP) to the Engineer for approval prior to implementation.

The Department reserves the right to impose additional restrictions, as needed, for the operational movement and safety of the traveling public. The Department reserves the right to suspend the Contractor's operations until compliance with the Engineer's directive for remedial action, based on but not limited to the following reasons:

1. The Contractor's operations are not in compliance with the Delaware MUTCD, the specifications or the Plans.

2. The Contractor's operations have been deemed unsafe by the Traffic Safety Engineer or District Safety Officer.

Materials and Construction Methods:

The Contractor shall submit a Temporary Traffic Control Plan (TTCP) or a Letter of Intent to use the Plan recommended Delaware MUTCD Case Diagram(s) at or prior to the pre-construction meeting. The Contractor shall submit the TTCP for all Contractor and subcontractor work to be performed on the project for the Department's approval before the start of work.

When specified by a note in the Plans, the Contractor shall be required to have an American Traffic Safety Services Association (ATSSA) certified Traffic Control Supervisor on the project. The authorized designee must be assigned adequate authority, by the Contractor, to ensure compliance with the requirements of the Delaware MUTCD and provide remedial action when deemed necessary by the Traffic Safety Engineer or the District Safety Officer. The ATSSA certified Traffic Control Supervisor's sole responsibility shall be the maintenance of traffic throughout the project. This responsibility shall include, but is not limited to, the installation, operations, maintenance and service of temporary traffic control devices. Also required is the daily maintenance of a log to record maintenance of traffic activities, i.e., number and location of temporary traffic control devices; and times of installation, changes and repairs to temporary traffic control devices. The ATTSA Traffic Control Supervisor shall serve as the liaison with the Engineer concerning the Contractor's maintenance of traffic. The name, contact number and certification for the designated Traffic Control Supervisor shall be submitted at or prior to the pre-construction meeting. The cost of the ATSSA certified Traffic Control Supervisor shall be incidental to this item.

Temporary traffic control devices shall be maintained in good condition in accordance with the brochure entitled "Quality Guidelines for Temporary Traffic Control Devices", published by the American Traffic Safety Services Association (ATSSA). Any temporary traffic control devices that do not meet the quality guidelines shall be removed and replaced with acceptable devices. Failure to comply will result in work stoppage with time charges continuing to be assessed.

Any existing signs that conflict with any temporary or permanent construction signs shall be covered as needed or as directed by the Engineer. The cost for temporarily covering conflicting signs shall be incidental to this item.

Access to all transit stops located within the project limits shall be maintained unless otherwise directed by the Plans or the Engineer. Maintaining access shall include maintaining an area for the transit vehicle and also an accessible path for pedestrians to safely access the transit stop.

The Contractor shall notify the Engineer, in writing, no less than fourteen (14) calendar days prior to the start of any detour(s) and road closures. The Engineer will notify the following entities:

- Local 911 Center
- Local School Districts
- Local Post Offices
- DelDOT's Transportation Management Center (TMC)
- Town Managers
- Local Police
- DelDOT's Public Relations
- Delaware Transit Corporation (DTC)

Immediately prior to the implementation of any lane or road closures, the Engineer shall notify the DelDOT TMC at (302) 659-4600. Notifications shall also be provided when the closures are lifted. The Engineer shall notify TMC and the District Safety Officer if any lane closures cannot be removed prior to the end of the allowable work hours.

The Contractor shall notify the local 911 center if access to a fire hydrant is temporarily restricted. The Contractor shall provide written confirmation to the Engineer that the local 911 center has been notified.

If a detour is required during any part or the entire period of this Contract, an approved detour plan shall be obtained from the Department's Traffic Safety Section. All signs, barricades and other temporary traffic control devices required as part of the approved detour plan shall be installed and maintained by the Contractor on the route that is closed and on the detour route. Road closures without an approved detour plan shall not be allowed. If a road is closed without an approved detour plan, the Contractor's operations shall be stopped immediately.

The Contractor shall provide and maintain ingress and egress for each property abutting the construction area and each property located between the diversion points of any detour and the actual construction site. Construction activities which may temporarily or otherwise interfere with property access shall be coordinated in advance with the affected property owners.

The Contractor shall conduct construction operations in a manner which will minimize delays to traffic, and shall meet the following requirements:

1. If work is being performed within 200 feet in any direction of an intersection that is controlled by a traffic signal, the flagger(s) shall direct the flow of traffic in concert with the traffic signals in construction areas to avoid queuing, unless active work prohibits such action. The flagger shall direct traffic to prevent traffic from queuing through an intersection (i.e., blocking an intersection). Only a Traffic Officer may direct traffic against the operation of a traffic signal and only until the operation occurring within the intersection is completed.

2. When a lane adjacent to an open lane is closed to travel, the temporary traffic control devices shall be set 2 feet (0.61 m) into the closed lane from the edge of the open lane, unless an uncured patch exists or actual work is being performed closer to the open lane with minimum restriction to traffic.

3. Except for "buffer lanes" on high volume and/or high speed roadways, lanes shall not be closed unless construction activity requiring lane closure is taking place, or will take place within the next hour. Lanes shall be reopened immediately upon completion of the work. Moving operations will require the lane closures be shortened as the work progresses and as traffic conditions warrant to minimize the length of the closure. The Contractor shall conduct construction operations in a manner so as to minimize disruption to traffic during peak hours and periods of heavy flow. The Department reserves the right to stop or change the Contractor's operations, if in the opinion of the Engineer, such operations are unnecessary at that time or the operations are unnecessarily impeding traffic.

4. Work in the vicinity of traffic signals, shall be scheduled to minimize the time during which the signal is operated without detectors, and prior approval from the Engineer shall be required. TMC shall be notified in advance of cutting a loop detector, and be immediately notified once the loop detector has been reinstalled. The Contractor shall provide sufficient advance notice of the loop detector work with the Engineer to ensure the aforementioned requirements are met.

It is required that all temporary traffic control work and related items shall either be performed entirely by the Contractor's own organization, or totally subcontracted. Maintenance of equipment shall not be subject to this requirement.

Any deficiencies related to temporary traffic control that are reported to the Contractor in writing shall be corrected within 24 hours or as directed by the Engineer. Failure to comply will result in non-payment for those devices that are found to be deficient for the duration of the deficiency. Serious deficiencies that are not corrected immediately shall result in suspension of work until items identified are brought back into compliance.

At the end of each day's work, the Contractor shall correct all pavement edge drop-offs in accordance with Table 6G-1 in the Delaware MUTCD. This corrective work shall be accomplished with Temporary Roadway Material (TRM) unless an alternate method is specified in the Plans. All ruts and potholes shall be filled with TRM as soon as possible but no later than the end of each work day. Placement and Payment of TRM shall be completed in accordance with Section 402 of the Standard Specifications. If temporary elimination of a drop-off hazard cannot be accomplished, then the area should be properly marked and protected with temporary traffic control devices such as temporary barricades, warning signs, flashing lights, etc. as required by Section 6G.21 of the Delaware MUTCD.

All open trench excavation accessible by vehicular traffic must be backfilled prior to the end of each working day. Steel plates shall not be used except in emergency situations and only with prior written approval from the Engineer unless otherwise directed by the Plans.

The Contractor shall submit, at or prior to the preconstruction meeting, detailed drawings including but not limited to existing striping lengths, lane and shoulder widths, turn lane lengths, locations of stop bars, turn arrows, crosswalks and railroad crossings. The drawings shall depict the existing pavement markings for each project location. These drawings will be reviewed by the Department's Traffic Section to determine the need for modification(s) for compliance with the Delaware MUTCD. Temporary pavement markings, on the final pavement surface, shall match the Plan dimensions and layout or the approved drawings of the permanent markings in compliance with Section 3 of the Delaware MUTCD. All conflicting or errant striping shall be removed as directed by the Engineer in compliance with the specifications for Item 748530 (Removal of Pavement Striping).

At the end of each day's operation and before traffic is returned to unrestricted roadway use, temporary striping shall be utilized when the existing pavement is milled and hot mix will not be placed the same day or more than a single course of hot mix is to be placed or permanent roadway striping cannot be placed on the same day as the placement of the final course of hot mix. Placement of temporary striping shall receive prior approval from the Engineer and the contractor shall apply temporary pavement markings in accordance with the requirements of Section 748 of Delaware Standard specifications and the Delaware MUTCD. Payment for temporary pavement striping shall be made at the unit price bid for item 748 - Temporary Striping. Payment for final striping will be included in the applicable striping item.

The Contractor shall have temporary striping/delineating materials (such as raised markers, tape, and other approved materials) available at the job site for verification by the Department prior to starting the hot-mix paving operation on roads to be immediately opened to traffic. These materials shall be used by the Contractor for temporary markings if he/she fails to apply temporary marking paint, etc., as required by the Delaware MUTCD. No paving operations on roads to be immediately opened to traffic will be allowed unless such verification has been made for the availability of the materials at the job site.

Travel lane and ramp closings on multilane highways and Interstates shall not be permitted during the following holiday periods:

- December 24 through December 27 (Christmas Day)
- December 31 through January 3 (New Years Day)
- Friday prior to Easter through Easter Sunday
- Thursday prior to Memorial Day through the Tuesday following Memorial Day
- Dover International Speedway Race Weekends (Thursday prior to the race event through the day after the race event)
- July 3 through July 5 (Independence Day)
- Thursday prior to Labor Day through the Tuesday following Labor Day
- Wednesday prior to Thanksgiving Day through the Monday following Thanksgiving Day

Additional time restrictions may apply as noted in the project plans or as directed by the Engineer. Any requests to waive any restrictions must be made in writing to the Engineer for review and approval. A copy of the request shall be provided to the District Safety Officer for review.

Certification:

Temporary traffic control devices used on all highways open to the public in this State shall conform to the Delaware MUTCD. All devices shall be crashworthy in accordance with the National Cooperative Highway Research Program (NCHRP) Report 350, the memorandum issued August 28, 1998 by The USDOT Federal Highway Administration, and/or in accordance with the latest edition of the Manual for Assessing Safety Hardware (MASH), published by the American Association of State Highway and Transportation Officials (AASHTO).

The Contractor shall submit certification for temporary traffic control devices or vendors used specifically on this project at or prior to the pre-construction meeting.

Certification of compliance with NCHRP report 350 and/or MASH is required for the following categories of temporary traffic control devices:

Category I contains small and lightweight channelizing and delineating control devices which includes cones, tubular markers, flexible delineator post and drums, all without any accessories or attachments.

Category II includes temporary traffic control devices that are not expected to produce significant vehicular velocity changes to impacting vehicles. These devices which shall weigh 45 kg or less, include Type I, II and III barricades, portable sign supports with signs, and intrusion alarms. Also included are drums, cones, and vertical panels with accessories or attachments.

Category III includes temporary traffic control devices that are expected to cause significant vehicular velocity changes to impacting vehicles. These devices which weigh more than 45 kg include temporary barrier, temporary impact attenuators, and truck-mounted attenuators.

Category IV includes portable or trailer-mounted devices such as arrow panels, variable message signs, temporary traffic signals and temporary area lighting.

For Category I devices, the manufacturer or Contractor may self-certify that the devices meet the NCHRP-350 and/or MASH criteria. The Contractor shall supply the Federal Highway Administration's NCHRP-350 and/or MASH acceptance letter for each type of device that falls under Category II and III devices.

Basis of Payment:

Payment will be made at the Lump Sum price for "Maintenance of Traffic", for which price and payment constitutes full compensation for all maintenance of traffic activities accepted by the Engineer, which shall include the cost of furnishing and relocating permanent and temporary traffic control signs, traffic cones or drums, submission of temporary traffic control plan(s), submission of existing pavement marking drawings, submission of all required certifications, labor, equipment and incidentals necessary to complete the item. Payment to furnish and maintain other temporary traffic control devices including but not limited to Portable P.C.C. Safety Barrier, Truck Mounted Attenuators, Portable Changeable Message Signs, Arrow Panels and Portable Light Assemblies will be made at the contract unit price for each item.

NOTE

If the Contractor does not complete the Contract work within the Contract completion time (including approved extension time), the Contractor shall be responsible for providing the necessary temporary traffic control devices that are required to complete any remaining work. The costs of such temporary traffic control shall be borne by the Contractor. No additional payment will be made to the Contractor to maintain traffic in accordance with the Delaware MUTCD, contract plans and specifications. Temporary traffic control items include, but not be limited to, warning lights, warning signs, barricades, plastic drums, P.C.C. safety barrier, flaggers, traffic officers, arrow panels, message boards, and portable impact attenuators.

6/21/2011

763682 - TEMPORARY PEDESTRIAN BRIDGE

Description:

Design, provide, install, maintain, and remove when project is complete, a safe, convenient, and accessible temporary pedestrian bridge as shown on the Plans, in accordance with the Americans with Disabilities Act of 1990 (ADA), this special provision and notes on the Plans. Provide all necessary substructure and superstructure design elements and materials to construct the bridge.

Design:

A. *Submittal and Review:*
Submit the proposed design of the structure with all design calculations to the Engineer for review and approval prior to ordering materials or starting construction.
   1. The design and calculations must be stamped by a PE registered in the State of Delaware.
   2. Review time of the design and calculations will be in accordance with Subsection 105.04 of the Standard Specifications.

B. *Design Specifications:*
   1. Meet the requirements of AASHTO LRFD Bridge Design Specifications, latest Edition.
      a. Structure may be designed to be single or multiple spans.
   2. Meet the requirements of ASTM F1637 for the design and material selection of the walkway surface.

C. *Temporary Bridge Width:*
   1. Maintain the width of the temporary pedestrian approach path on the temporary pedestrian bridge when practical.
   2. Maintain a minimum width of 48" (122 cm) on structures less than 200' (61 m) in length.
   3. Maintain a minimum width of 48" (122 m) with 60" x 60" (152 cm x 152 m) wheelchairs passing zones every 200' (61 m) on structures greater than 200'(61 m) in length.

D. *Railings:*
   1. Minimum height of 42" (10.65 cm) measured from the surface of walkway designed in accordance with AASHTO LRFD Design Specifications Section 13.8.

E. *Base edging:*
   1. Protrude at least 6" (15 cm) above the top surface of the walkway with the bottom edging a maximum of 2.5" (6 cm) above the surface for cane detection

Materials:

A. Structure may be concrete, steel, and timber or a combination thereof.
B. Walkway surface material must firm, stable, slip resistant, continuous hard surface, across the entire length and width of the temporary pedestrian bridge.

Construction Methods:

A. Construct the temporary pedestrian bridge in accordance with AASHTO LRFD Bridge Construction Specifications, latest edition, at the location shown on the Plans.

Method of Measurement:

The quantity of Temporary Pedestrian Bridge will not be measured.

Basis of Payment:

The quantity of Temporary Pedestrian Bridge will be paid for at the Contract lump sum. Price and payment constitutes full compensation for design, installation, maintenance and removal of all necessary components for the temporary bridge and any incidentals necessary to maintain an accessible pedestrian bridge crossing in accordance with the Plans for the duration of the project.

2/24/12

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. BOX 778
DOVER, DELAWARE 19903

SHAILEN P. BHATT
SECRETARY

UTILITY STATEMENT
STATE CONTRACT #T200707104
PROJECT I.D. #07-23405
BR. 1-330 ON N351 MARROWS RD. OVER COOL RUN
NEW CASTLE COUNTY

The following utilities maintain facilities within the limits of this project:

DELMARVA POWER – ELECTRIC DISTRIBUTION
VERIZON DELAWARE INC.
COMCAST CABLEVISION, INC.
NEW CASTLE COUNTY DEPT. OF SPECIAL SERVICES
UNITED WATER OF DELAWARE

DELMARVA POWER – ELECTRIC DISTRIBUTION

Delmarva Power maintains aerial **34kV & 12kV** primary electrical facilities on Delmarva Power owned poles within the limits of the project.

Delmarva will relocate (1) pole and (1) guy stub pole. Please refer to marked-up plans for existing and proposed pole locations. The proposed relocations will be completed prior to the contract work.

DelDOT's contractor will be required to work around energized lines.

For exact location of electric facilities, please contact Miss Utility at (800) 282-8555.

16 Del. C. § 7405B requires notification to and mutually agreeable measures from the public utility from any person intending to carry on any function, activity, work or operation within dangerous proximity of any high voltage overhead lines. All contractors/other utilities must also maintain a distance of 10'-0" from all energized lines.

Delmarva Power Delivery would require **twenty one (21) calendar days** to complete the proposed distribution work following **twenty-eight (28) calendar days** advance notice of completion of clearing and grubbing, cuts and fills made, staking of rights-of-way and back of curbs, the installation of drainage and completion of the Utility Pre-Construction Meeting for this contract scheduled by DelDOT North District Construction Department, the procurement of any easements / P.E. by DelDOT.

DelDOT

Any additional relocations/adjustments to any existing electric lines/poles shall be arranged, if necessary, with the owners during the construction of the project. The time to complete any additional relocations/adjustments will depend on the nature of the work.

General

No existing electric facilities can be taken out of service until the replacement facilities are installed and in operation.

VERIZON DELAWARE INC.

Verizon Relocations

- Verizon maintains aerial and underground facilities within the project limits, consisting of Copper and Fiber Optic cables.
- Relocate underground conduit run from about Sta. 3+75L south to about Sta. 1+25L approximately 240 ft. New manholes will be placed over the existing conduit structure at these 2 locations. The new conduits under the bridge will be placed at a depth of 17-20 ft below existing grade.

Permit requirements

- Work will be completed under the direction of Deldot Project Management, so no Utility permits will be applied for.

Construction Scheduling

- Conduit / Manhole placing is estimated to require approximately 4 weeks to complete.
- Cable placing/splicing is estimated to require approximately 8 weeks to complete.
- Cable transfer and removal is estimated to require approximately 2 weeks to complete.
- Estimates for Verizon cable placing, splicing, and removals is dependent on availability of work crews, weather, plan changes and other unforeseen obstacles, which may create delays to the project.

Verizon Requirements

- Verizon will require Approved Final Plans, Notice to Proceed, and Estimate approval before work can begin.
- All survey and staking will be provided by DelDot or the Deldot Contractor.
- Verizon will be going in advance, so MOT reimbursement agreement is needed.

Any additional relocations/adjustments to any existing aerial/underground lines or poles shall be arranged, if necessary, with the owners during the construction of the project. The time to complete any additional relocations/adjustments will depend on the nature of the work.

COMCAST CABLE OF NEW CASTLE COUNTY

The company maintains aerial facilities within the limits of the project.
The proposed changes to the facilities include, but are not limited to the following:

1. The company currently maintains aerial cable located on Delmarva Power poles along the west side of Marrows Road. Comcast will relocate existing aerial cable to the new pole placed by Delmarva as depicted on the construction plans.

This work will take approximately 7 calendar days, beginning after Delmarva has set the new pole, and the power lines have been relocated.

Any additional relocations/adjustments to any existing phone lines shall be arranged, if necessary, with the owners during the construction of the project. The time to complete any additional relocations/adjustments will depend on the nature of the work.

General

No existing telecommunication facilities can be taken out of service until the replacement facilities are installed and in operation.

NEW CASTLE COUNTY DEPT. OF SPECIAL SERVICES

New Castle County Department of Special Services owns and maintains underground sewer facilities within the limits of the project. All adjustments/relocations shall be performed by the State's contractor as depicted on the construction plans, noted within project notes, and/or noted within the contract specifications.

Any additional relocations/adjustments to any existing sewer lines shall be performed by the State's contractor and coordinated with the owners during the construction of the project. The time to complete any additional relocations/adjustments will depend on the nature of the work.

UNITED WATER OF DELAWARE

United Water owns and maintains underground water facilities within the limits of the project. A new water line will be placed deeper to avoid the proposed bridge structure. The proposed relocated water line will be completed prior to the contract work. The State's contractor shall verify the relocation has been completed and verify actual depths of the relocated water line prior to beginning any excavation work.

Any other relocations/adjustments shall be arranged, if necessary, with the owners during the construction of the project. The time to complete any additional relocations/adjustments will depend on the nature of the work.

General

No existing water facilities can be taken out of service until the replacement facilities are installed and in operation.

General Notes

1. The Contractor's attention is directed to Section 105.09 Utilities, Delaware Standard Specifications, August 2001. The Contractor shall contact Miss Utility (1-800-282-8555) two working days prior to any excavation. The Contractor is responsible for the support and protection of all utilities when excavating. The Contractor is responsible for ensuring proper clearances, including safety clearances, from overhead utilities for construction equipment. The Contractor is advised to check the site for access purposes for his equipment and, if necessary, make arrangements directly with the utility companies for field adjustments for adequate clearances.
2. It is understood and agreed that the Contractor has considered in his bid all permanent and temporary utility appurtenances in their present and relocated positions as shown on the plans or described in the Utility Statement or are readily discernible and that no additional compensation will be allowed for any delays, inconvenience, or damage due to any interference from the utility facilities and appurtenances or the operation of moving them, except that the Contractor may be granted an equitable extension of time.
3. Coordination and cooperation among the Utility Companies and the State's Contractor are of prime importance. Therefore, the Contractor is directed to contact the following Utility Company representatives with any questions regarding this work prior to submitting bids and work schedules. Proposed work schedules should reflect the Utility Companies' proposed relocations. The Utility Companies do not work on weekends or legal holidays.

Angel Collazo	Delmarva Power – Electric Distribution	(302) 454-4370
Mark Smith	Delmarva Power – Electric Distribution	(302) 454-4138
George Zang	Verizon Delaware, Inc.	(302) 422-1238
Scott Panichelli	Verizon Delaware, Inc.	(610) 280-5546
Knol Mcrae	Comcast Cablevision, Inc.	(302) 661-4431
Clint Rupp	Comcast Cablevision, Inc.	(302) 661-4462
John Licht	United Water	(302) 633-5905 ext. 306
Dave Clark	New Castle County Dept. of Sp. Srvcs.	(302) 395-5741
Kevin Penoza	New Castle County Dept. of Sp. Srvcs.	(302) 395-5817

DIVISION OF TRANSPORTATION SOLUTIONS

4-3-2011
DATE

UTILITY COORDINATOR

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
PO BOX 778
DOVER, DELAWARE 19903

CERTIFICATE OF RIGHT-OF-WAY STATUS

STATE PROJECT NO. T200707104

F.A.P. No. N/A for R/W

BRIDGE 1-330 ON N351 MARROWS ROAD OVER COOL RUN

NEW CASTLE COUNTY

Certificate of Right-of-Way Status – 100%

As required by 23CFR Part 635, all necessary right of way has been acquired in accordance with current State/Federal rules and regulations covering the acquisition of real property.

This is to certify that all project rights of way is currently available in accordance with the project right-of-way plans.

It is further certified that there were no individuals or families displaced by this project. Therefore the provisions of 49 CFR Part 24 is not applicable to the project.

There are no improvements to be removed or demolished as part of this project.

REAL ESTATE SECTION

Cleon L. Cauley, Sr.
Deputy Director, Planning

February 24, 2012

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. BOX 778
DOVER, DELAWARE 19903

SHAILEN P. BHATT
SECRETARY

June 5, 2012

ENVIRONMENTAL REQUIREMENTS

for

BR 1-330 on N351 Marrows Road over Cool Run
State Contract No.: T200707104
Federal Aid Project Number: N/A

In accordance with the procedural provisions for implementing the National Environmental Policy Act of 1969, as amended, the referenced project has been processed through the Department's Environmental Review Procedures and has been classified as a Level D/ Class II Action. As such, a Categorical Exclusion has been prepared to evaluate potential adverse impacts to result from construction of the proposed action (per 23 CFR 771.117 d(3)) and the following special provisions have been developed to mitigate and/or minimize these impacts.

PERMIT REQUIREMENTS:

The construction work that will occur involving the replacement of Bridge 1-330 in New Castle County, Delaware will require outside permit agency needs and/or other special approvals. It is the responsibility of the contracting agency, the Delaware Department of Transportation, Division of Transportation Solutions to obtain the necessary permits to ensure that the contractor complies with the requirements and conditions established by the regulatory agencies.

Written authorization from the Corps of Engineers is not required and paperwork for on-site posting should not be anticipated. Copies of the Department of Natural Resources and Environmental Control concurrence must be available on site during all phases of construction activity. Advanced copies of the correspondence may be obtained from DelDOT Contract Administration, Highway Administration Building, Dover, DE.

DelDOT

REQUIRED PERMITS AND APPROVAL STATUS

- **U.S. Army Corps of Engineers (COE)** - Nationwide Permit (NWP) # 3 (a) & (c) with no Preconstruction Notification (PCN) required. - approved

- **Delaware Department of Natural Resources and Environmental Control (DNREC) Wetlands & Subaqueous Lands Section (WLSL)** - Project is consistent with Delaware Code Chapter 72, Section 7217, Special Exemption (b), as amended by Senate Bill 186 (fyi email sent 4/17/12 and concurrence received 5/9/12)

- **DNREC (WLSL)** - Letter of Authorization for replacement of the Cement Asbestos Sewer Pipe - LA-128/12, dated 6/5/12 (valid until 6/5/13)*

- **National Parks Service** – approved 3/27/12

- **New Castle County Floodplain Permit** – approved 1/30/12

Compliance with all requirements of the permits is the responsibility of the contractor. The contractor will follow all special conditions or requirements as stated within those permits or as indicated below. The contractor will be subject to penalties, fines, and the risk of shut down as mandated by law if conditions of the permits or other additional requirements are violated or ignored.

Additional requirements by DelDOT not specified within the permits, but listed below, or on the Environmental Compliance Sheets are also the responsibility of the contractor and are subject to risk of shut down at the contractor's expense.

1. The contractor shall employ measures during construction to prevent spills of fuels, or lubricants, if a spill should occur, efforts shall be undertaken to prevent its entry into wetlands, aquatic, or drainage areas. Any spills entering wetlands, aquatic, or drainage areas shall be removed immediately. The Division of Water Resources (DNREC), Wetlands & Aquatic Protection Branch, 302-739-4691, shall be notified of any spill(s) within six (6) hours of their occurrence. That office will determine the effectiveness of spill and contamination removal and specify remediation efforts as necessary.

2. All construction debris, excavated material, brush, rocks, and refuse incidental to such work shall be placed either on shore above the influence of flood waters or on some suitable disposal site approved by the department.

3. The disposal of trees, brush, and other debris in any stream corridor, wetland surface water or any drainage ditch is prohibited.

4. There shall be no stockpiling of construction materials or temporary fills in wetlands or subaqueous lands unless otherwise specified on project plans and approved by permitting agencies that govern them. It is the contractor's responsibility to coordinate and secure those additional permits/amendments in deviating from the plan

5. The effort shall be made to keep construction debris from entering adjacent waterways, wetlands, ground cover, or drainage areas. Any debris that enters these areas shall be removed immediately. Netting, mats, or establishing confined work areas in stages may be necessary to address these issues.

6. If routine maintenance of worker equipment and heavy machinery is necessary during the construction period, refuse material is prohibited from being disposed or deposited onto or into the ground. All used oils and filters must be recycled or disposed of properly.

7. Harmful chemical wash water applied to clean equipment or machinery shall be discouraged. If undertaken, the residue water and/or material must be collected or contained such that it will be disposed of properly. By no means, shall it be deposited or disposed of in waterways, streams, wetlands, or drainage areas.

8. The contractor shall follow all requirements as indicated in the Environmental Compliance Sheet. It will be the contractor's responsibility, expense, & effort to ensure that workers also follow these requirements.

9. That the fill material shall be free of oil and grease, debris, wood, general refuse, plaster and other pollutants, and shall contain no broken asphalt.

CULTURAL RESOURCE REQUIREMENTS:

1. The contractor will submit to the District, the location(s) of permanent disposal sites to be used for the disposition of clean wasted materials resulting from the construction contract. The contractor will submit at the Preconstruction meeting, a location map and a plot plan (sketch or diagram) of where on the property clean wasted material is to be placed. The limits of the site(s) will be physically staked or surveyed on the property. The District will submit the contractor's disposal site location(s) to the State Historic Preservation Office for approval.

   The SHPO will determine if a cultural resource survey is required before the site can be approved. If additional survey work is required, it will be the contractor's responsibility to hire a qualified professional to assess the site(s) for the presence or absence of cultural resources (i.e. historic or prehistoric archeological sites). The contractor's consultant will be responsible for producing documentation of the survey results for submission to the SHPO.

   If the contractor proposes the use of disposal sites outside the State of Delaware, the contractor must provide written approval from the State Historic Preservation Office of each respective state.

   A project's disposal operation will not commence until the SHPO has notified the DelDOT District office that the site location(s) is approved for use.

The use of the disposal site will not result in discharge of materials into the U.S. Army Corps of Engineer or DNREC jurisdictional wetlands or waters. It is the responsibility of the contractor to provide any site surveys or wetland delineations needed to preclude wetland encroachment.

The contractor will be responsible for all sediment and erosion control measures and subsequent approvals required for the disposal site(s) operations.

It is the contractor's responsibility to obtain all other appropriate Federal, State, or local approvals required by law for use of the disposal site(s).

ENVIRONMENTAL COMPLIANCE SHEET:

1. The contractor shall carefully read all of the Special and General Conditions contained within the DNREC Letter of Authorization. Specifically, please note Special Condition #6, which states "The sewer pipe and the steel casing shall be placed below the bed of the stream channel. The pipe and casing shall be placed at the lowest grade possible under the channel."

2. The contractor shall pay special attention to specific construction requirements as indicated in the Environmental Compliance Sheet. DelDOT Environmental Studies Section (302) 760-2264 must be notified if there are any changes to the project methods, footprint, materials, or designs, to allow the Department to coordinate with the appropriate resource agencies (COE, DNREC, and SHPO), for approval.

BID PROPOSAL FORMS

CONTRACT T200707104.01

DELAWARE DEPARTMENT OF TRANSPORTATION PAGE: 1
SCHEDULE OF ITEMS DATE:

CONTRACT ID: T200707104.01 PROJECT(S): T200707104

All figures must be typewritten.

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
	SECTION 0001 BR. 1-330					
0010	201000 CLEARING AND GRUBBING	LUMP	LUMP			
0030	203000 CHANNEL EXCAVATION	25.000 CY				
0040	207000 EXCAVATION AND BACKFILL FOR STRUCTURES	440.000 CY				
0050	208001 FLOWABLE FILL	12.000 CY				
0060	208509 REMOVAL OF ASBESTOS PIPE	255.000 LF				
0070	209002 BORROW, TYPE B	35.000 CY				
0080	209003 BORROW, TYPE C	10.000 CY				
0090	210000 FURNISHING BORROW TYPE "C" FOR PIPE, UTILITY TRENCH, AND STRUCTURE BACKFILL	375.000 CY				
0100	211000 REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP	LUMP			

CONTRACT ID: T200707104.01 PROJECT(S): T200707104

All figures must be typewritten.

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0110	251000 SILT FENCE	550.000 LF				
0120	252001 INLET SEDIMENT CONTROL, CURB INLET	4.000 EACH				
0130	263001 SUMP PIT, TYPE 2	1.000 EACH				
0140	265500 STREAM DIVERSION	LUMP	LUMP			
0150	270500 DEWATERING BAG	4.000 EACH				
0160	302007 GRADED AGGREGATE BASE COURSE, TYPE B	133.000 CY				
0170	302011 DELAWARE NO. 3 STONE	110.000 TON				
0180	401654 SUPERPAVE, TYPE B HOT-MIX, 160 GYRATIONS, PG 70-22	70.000 TON				
0190	401663 SUPERPAVE, BITUMINOUS CONCRETE BASE COURSE, 160 GYRATIONS, PG 64-22	187.000 TON				
0200	401708 SUPERPAVE, TYPE C HOT-MIX, 160 GYRATIONS, PG 70-22, (NON-CARBONATE STONE)	140.000 TON				

CONTRACT ID: T200707104.01 PROJECT(S): T200707104

All figures must be typewritten.

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0210	602003 PORTLAND CEMENT CONCRETE MASONRY, ABUTMENT FOOTING, CLASS A	81.000 CY				
0220	602015 PORTLAND CEMENT CONCRETE MASONRY, ABUTMENT ABOVE FOOTING, CLASS A	54.000 CY				
0230	602017 PORTLAND CEMENT CONCRETE MASONRY, PARAPET, CLASS A	10.000 CY				
0240	602019 PORTLAND CEMENT CONCRETE MASONRY, SUPERSTRUCTURE, CLASS A	59.000 CY				
0250	604000 BAR REINFORCEMENT, EPOXY COATED	26080.000 LB				
0260	606002 METAL BRIDGE RAILING, ALUMINUM	96.000 LF				
0270	608000 COARSE AGGREGATE FOR FOUNDATION STABILIZATION AND SUBFOUNDATION BACKFILL	110.000 TON				
0280	610001 STONE MASONRY	460.000 SF				
0290	612004 REINFORCED CONCRETE PIPE, 21", CLASS III	32.000 LF				

CONTRACT ID: T200707104.01 PROJECT(S): T200707104

All figures must be typewritten.

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0300	614660 STEEL CASING PIPE, 24"	40.000 LF				
0310	701020 INTEGRAL PORTLAND CEMENT CONCRETE CURB & GUTTER, TYPE 1-8	200.000 LF				
0320	705002 P.C.C. SIDEWALK, 6"	1030.000 SF				
0330	705528 TEMPORARY CURB RAMP	1.000 EACH				
0340	708662 INSTALLING SANITARY SEWER MANHOLE, 60", 0'-6' DEPTH	1.000 EACH				
0350	708663 INSTALLING SANITARY SEWER MANHOLE, 60", DEPTH >6'	5.000 EACH				
0360	712021 RIPRAP, R-5	350.000 TON				
0370	712531 CHANNEL BED FILL	60.000 CY				
0380	713003 GEOTEXTILES, RIPRAP	330.000 SY				
0390	727014 CONSTRUCTION SAFETY FENCE	275.000 LF				
0400	732004 TOPSOIL (TON)	400.000 TON				

CONTRACT ID: T200707104.01 PROJECT(S): T200707104

All figures must be typewritten.

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0410	734013 PERMANENT GRASS SEEDING, DRY GROUND	1320.000 SY				
0420	734015 PERMANENT GRASS SEEDING, WET GROUND	175.000 SY				
0430	743004 FURNISH AND MAINTAIN PORTABLE CHANGEABLE MESSAGE SIGN	20.000 EADY				
0440	743050 FLAGGER, NEW CASTLE COUNTY, STATE	40.000 HOUR	52.90000		2116.00	
0450	743062 FLAGGER, NEW CASTLE COUNTY, STATE, OVERTIME	10.000 HOUR	76.71000		767.10	
0460	743552 PEDESTRIAN CHANNELIZING BARRICADE	56400.000 LFDY				
0470	743553 TEMPORARY PEDESTRIAN PATHWAY	125.000 SY				
0480	748034 TEMPORARY MARKINGS, PAINT, 10"	175.000 LF				
0490	748530 REMOVAL OF PAVEMENT STRIPING	150.000 SF				
0500	753503 INSTALLING SANITARY SEWER, PVC, 12"	120.000 LF				

CONTRACT ID: T200707104.01 PROJECT(S): T200707104

All figures must be typewritten.

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0510	753504 INSTALLING SANITARY SEWER, PVC, 15"	131.000 LF				
0520	758000 REMOVAL OF EXISTING PORTLAND CEMENTCONCRETE PAVEMENT, CURB, SIDEWALK, ETC.	1230.000 SY				
0530	759501 FIELD OFFICE, SPECIAL	4.000 EAMO				
0540	760000 PAVEMENT - MILLING, HOT-MIX	1370.000 SYIN				
0550	762001 SAW CUTTING, HOT MIX	520.000 LF				
0560	762002 SAW CUTTING, CONCRETE, FULL DEPTH	30.000 LF				
0570	763000 INITIAL EXPENSE	LUMP	LUMP			
0580	763501 CONSTRUCTION ENGINEERING	LUMP	LUMP			
0590	763643 MAINTENANCE OF TRAFFIC, ALL INCLUSIVE	LUMP	LUMP			
0600	763682 TEMPORARY PEDESTRIAN BRIDGE	LUMP	LUMP			
	SECTION 0001 TOTAL					

CONTRACT ID: T200707104.01 PROJECT(S): T200707104

All figures must be typewritten.

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
SECTION 0002 BR. 1-330 FIXED QUANTITIES						
0020	202000 EXCAVATION AND EMBANKMENT	212.000 CY				
	SECTION 0002 TOTAL					
	TOTAL BID					

CERTIFICATION

Contract No. __T200707104.01 _

The undersigned bidder, _____ whose address is _____ _____ and telephone number is _____ _____ hereby certifies the following:

I/We have carefully examined the location of the proposed work, the proposed plans and specifications, and will be bound, upon award of this contract by the Department of Transportation, to execute in accordance with such award, a contract with necessary surety bond, of which contract this proposal and said plans and specifications shall be a part, to provide all necessary machinery, tools, labor and other means of construction, and to do all the work and to furnish all the materials necessary to perform and complete the said contract within the time and as required in accordance with the requirements of the Department of Transportation, and at the unit prices for the various items as listed on the preceding pages.

The foregoing quantities are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the amount of any item or portion of the work as may be deemed necessary or expedient. Any such increase or decrease in the quantity for any item will not be regarded as a sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided in the contract.

Accompanying this proposal is a surety bond or a security of the bidder assigned to the Department of Transportation, for at least ten (10) percentum of total amount of the proposal, which deposit is to be forfeited as liquidated damages in case this proposal is accepted, and the undersigned shall fail to execute a contract with necessary bond, when required, for the performance of said contract with the Department of Transportation, under the conditions of this proposal, within twenty (20) days after date of official notice of the award of the contract as provided in the requirement and specifications hereto attached; otherwise said deposit is to be returned to the undersigned.

I/We are licensed, or have initiated the license application as required by Section 2502, Chapter 25, Title 30, of the Delaware Code.

By submission of this proposal, each bidder and each person signing on behalf of any bidder, certifies as to its own organization, under penalty of perjury, that to the best of each signer's knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or Agreement with any other bidder or with any competitor for the purpose of restricting competition.
2. Unless required by law, the prices which have been quoted in this proposal have not been knowingly disclosed and will not knowingly be disclosed by the bidder, directly or indirectly, to any other bidder or competitor prior to the opening of proposals.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

I/We acknowledge receipt and incorporation of addenda to this proposal as follows:

No.	Date	No.	Date	No.	Date	No.	Date	No.	Date

(FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.)

Sealed and dated this _____ day of _____ in the year of our Lord two thousand and _____ _____ (20__).

_____
Name of Bidder (Organization)

Corporate Seal

By: _____
Authorized Signature

Attest _____ _____
Title

SWORN TO AND SUBSCRIBED BEFORE ME this ____ day of _____, 20___.

Notary Seal

_____
Notary

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That:_____ _____of_____ in the County of _____and State of _____ ____ as **Principal**, and _____ of _____ in the County of _____ and State of _____ as **Surety**, legally authorized to do business in the State of Delaware ("**State**"), are held and firmly unto the **State** in the sum of _____ _____Dollars ($_____), or _____ percent not to exceed _____ _____ Dollars ($_____) of amount of bid on Contract No._T200707104.01 _, to be paid to the **State** for the use and benefit of its Department of Transportation ("**DelDOT**") for which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden **Principal** who has submitted to the **DelDOT** a certain proposal to enter into this contract for the furnishing of certain materiel and/or services within the **State**, shall be awarded this Contract, and if said **Principal** shall well and truly enter into and execute this Contract as may be required by the terms of this Contract and approved by the **DelDOT**, this Contract to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation shall be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two thousand and _____ (20__).

SEALED, AND DELIVERED IN THE presence of

_____
Name of Bidder (Organization)

Corporate Seal

By: _____
Authorized Signature

Attest _____

_____
Title

_____
Name of **Surety**

Witness:_____

By: _____

_____
Title