

# STATE OF DELAWARE

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in order to submit a Bid.



## DEPARTMENT OF TRANSPORTATION

### BID PROPOSAL

for

### CONTRACT T200412201.01

FEDERAL AID PROJECT NO. NH-K008(5)

SR 1, THOMPSONVILLE GRADE SEPARATED INTERSECTION

KENT COUNTY

ADVERTISEMENT DATE: September 29, 2014

Completion Date 649 Calendar Days

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

Bids will be received in the Bidder's Room, Transportation Administration Center, 800 Bay Road, Dover, Delaware until 2:00 P.M. local time October 28, 2014

**Contract No. T200412201.01  
Federal Aid Project No. NH-K008(5)**

**SR 1, THOMPSONVILLE GRADE SEPARATED INTERSECTION  
KENT COUNTY**

**GENERAL DESCRIPTION**

LOCATION

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

DESCRIPTION

The improvements consist of furnishing all labor and materials for SR 1, Thompsonville Road Grade Separated Intersection, 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 649 Calendar Days . The Contract Time includes an allowance for 89 Weather Days. It is the Department's intent to issue a Notice to Proceed such that work starts on or about January 5, 2015.

PROSPECTIVE BIDDERS NOTES:

1. No retainage will be withheld on this contract.
2. The Department's External Complaint 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. This project incorporates the electronic bidding system **Expedite, version 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 on our Website at: [http://www.deldot.gov/information/business/bids/const\\_proj\\_bid\\_info.shtml](http://www.deldot.gov/information/business/bids/const_proj_bid_info.shtml).
4. BIDDERS MUST REQUEST A CD OF THE OFFICIAL PLANS AND SPECIFICATIONS FROM THE DEPARTMENT IN ORDER TO SUBMIT A BID.
5. Please note the Special Provision titled **Changes to Project Documents During Advertisement**. The Department is using an alternative method of providing bid documents for this contract.
6. Proposed Trainee Plans as required. Number of required programs is listed in the Training Special Provisions within Contract General Notices. The program(s) must be submitted within 10 Calendar Days of notification of apparent low bidder status. Contract Award will not take place until acceptable On-the-Job (OJT) program plans are received by the Civil Rights Group of the Department.

Failure of the apparent low bidder to present copies of an acceptable OJT Trainee Programs within ten (10) calendar days of notification of apparent low bidder status, shall create a rebuttable presumption that the bid is not responsive.

7. CONTRACTOR / SUBCONTRACTOR LICENSE: 29 DEL. C. §6967 (b): No agency shall accept a proposal for a public works contract unless such contractor has provided a proper and current copy of its occupational and/or business license, as required by Title 30, to such agency. (c) Any contractor that enters a public works contract must provide to the agency to which it is contracting, within 30 days of entering such public works contract, copies of all occupational and business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the contractor entered the public works contract the occupational or business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

Contract No.T200412201.01  
CONSTRUCTION ITEMS UNITS OF MEASURE

<b>English Code</b>	<b>English Description</b>	<b>Multiply By</b>	<b>Metric Code</b>	<b>Metric Description</b>	<b>Suggested CEC Metric Code</b>
ACRE	Acre	0.4047	ha	Hectare	HECTARE
BAG	Bag	N/A	Bag	Bag	BAG
C.F.	Cubic Foot	0.02832	m <sup>3</sup>	Cubic Meter	M3
C.Y.	Cubic Yard	0.7646	m <sup>3</sup>	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 <sup>3</sup>	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 <sup>2</sup>	Square Meter	M2
S.Y.	Square Yard	0.8361	m <sup>2</sup>	Square Meter	M2
SY-IN	Square Yard-Inch	0.8495	m <sup>2</sup> -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.

TABLE OF CONTENTS

**GENERAL DESCRIPTION**..... i  
 LOCATION..... i  
 DESCRIPTION..... i  
 COMPLETION DATE..... i  
 PROSPECTIVE BIDDERS NOTES..... i  
 CONSTRUCTION ITEMS UNITS OF MEASURE..... ii

**GENERAL NOTICES**..... 1  
 SPECIFICATIONS..... 1  
 CLARIFICATIONS..... 1  
 ATTESTING TO NON-COLLUSION..... 1  
 QUANTITIES..... 1  
 PREFERENCE FOR DELAWARE LABOR..... 1  
 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS..... 1  
 TAX CLEARANCE..... 2  
 LICENSE..... 2  
 DIFFERING SITE CONDITIONS..... 2  
 CONFLICT WITH FEDERAL STATUTES OR REGULATIONS..... 3  
 FEDERAL LABOR AND EMPLOYMENT REQUIREMENTS..... 3  
 CONVICT PRODUCED MATERIALS:..... 3  
 TO REPORT BID RIGGING ACTIVITIES..... 3  
 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION..... 4  
 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY..... 5  
 TRAINING SPECIAL PROVISIONS..... 8  
 INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT..... 9  
 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM SPECIFICATION..... 9  
 CRITICAL DBE REQUIREMENTS..... 11  
 GUIDANCE FOR GOOD FAITH EFFORT..... 12

**REQUIRED CONTRACT PROVISIONS - FEDERAL-AID CONSTRUCTION CONTRACTS**.... 14  
 I. GENERAL..... 14  
 II. NONDISCRIMINATION..... 14  
 III. NONSEGREGATED FACILITIES..... 18  
 IV. DAVIS-BACON AND RELATED ACT PROVISIONS..... 18  
 V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT..... 23  
 VI. SUBLETTING OR ASSIGNING THE CONTRACT..... 23  
 VII. SAFETY: ACCIDENT PREVENTION..... 24  
 VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS..... 25  
 IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION..... 25  
 X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY..... 25  
 XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING..... 28

**PREVAILING WAGES**..... 30  
 PREVAILING WAGE REQUIREMENTS..... 30  
 APPLICABILITY OF DAVIS-BACON LABOR STANDARD PROVISIONS TO FLAGGERS..... 34  
 ALL AGENCY MEMORANDUM NO. 130..... 34

**SUPPLEMENTAL SPECIFICATIONS**..... 35

**SPECIAL PROVISIONS**..... 36  
**CHANGES TO PROJECT DOCUMENTS DURING ADVERTISEMENT**..... 37  
 CONSTRUCTION ITEM NUMBERS..... 38  
 401502 - ASPHALT CEMENT COST ADJUSTMENT..... 39  
 272503 – TRASH RACK..... 40  
 401699 - QUALITY CONTROL/QUALITY ASSURANCE OF BITUMINOUS CONCRETE.... 41  
 401752 – SAFETY EDGE FOR ROADWAY PAVEMENT..... 53  
 401801 - BITUMINOUS CONCRETE, TYPE C, 160 GYRATIONS, PG 64-22 (CARBONATE  
 STONE)..... 54  
 401804 - BITUMINOUS CONCRETE, TYPE C, 160 GYRATIONS, PG 70-22 (CARBONATE

STONE)	<u>54</u>
401810 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 64-22. . .	<u>54</u>
401813 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 70-22. . .	<u>54</u>
401819 - BITUMINOUS CONCRETE, SUPERPAVE, BITUMINOUS CONCRETE BASE COURSE, 160 GYRATIONS, PG 64-22. . . . .	<u>54</u>
602646 - SILICONE ACRYLIC CONCRETE SEALER. . . . .	<u>66</u>
605501 - GROUND MOUNT BREAKAWAY TYPE SIGN SUPPORTS AND FOUNDATION. . .	<u>68</u>
605511 - PREFABRICATED EXPANSION JOINT SYSTEM 3".....	<u>69</u>
605664 - STEEL SIGN STRUCTURES. . . . .	<u>72</u>
614508 - WATER MAIN AND ACCESSORIES. . . . .	<u>74</u>
618526 - DRILLED SHAFT FOUNDATIONS. . . . .	<u>82</u>
618527 - PILE INTEGRITY TESTING OF DRILLED SHAFT FOUNDATIONS. . . . .	<u>93</u>
619519 - DYNAMIC PILE TESTING BY CONTRACTOR. . . . .	<u>95</u>
708583 - PERSONAL GRATE FOR PIPE INLET. . . . .	<u>98</u>
710506 - ADJUST AND REPAIR EXISTING SANITARY MANHOLE. . . . .	<u>99</u>
715500 - UNDERDRAIN OUTLET PIPE, 6 . . . . .	<u>100</u>
720586 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 2 - 31. . . . .	<u>101</u>
720588 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3 - 31. . . . .	<u>101</u>
727507 - BRIDGE SAFETY FENCE. . . . .	<u>103</u>
727555 - RIGHT-OF-WAY MARKER, CAPPED REBAR. . . . .	<u>104</u>
735535 - SOIL RETENTION BLANKET MULCH, TYPE 5. . . . .	<u>105</u>
735536 - SOIL RETENTION BLANKET MULCH, TYPE 6. . . . .	<u>105</u>
744506 - CONDUIT JUNCTION WELL, TYPE 7, PRECAST POLYMER CONCRETE. . . . .	<u>107</u>
744530 - CONDUIT JUNCTION WELL, TYPE 11, PRECAST CONCRETE/POLYMER LID- FRAME. . . . .	<u>107</u>
744531 - CONDUIT JUNCTION WELL, TYPE 14, PRECAST CONCRETE/POLYMER LID- FRAME. . . . .	<u>107</u>
744544 - ADJUST OR REPAIR EXISTING CONDUIT JUNCTION WELL. . . . .	<u>109</u>
745503 - RELOCATING UNDERGROUND ELECTRICAL CONDUIT. . . . .	<u>110</u>
745602 - FURNISH & INSTALL UP TO 4" SCHEDULE 80 HDPE CONDUIT (BORE). . . . .	<u>111</u>
745604 - FURNISH & INSTALL UP TO 4" SCHEDULE 80 PVC CONDUIT (TRENCH). . . . .	<u>111</u>
745606 - FURNISH & INSTALL UP TO 4" GALVANIZED STEEL CONDUIT (TRENCH). . . . .	<u>111</u>
745607 - FURNISH & INSTALL UP TO 4" GALVANIZED STEEL CONDUIT (BORE). . . . .	<u>111</u>
746516 - SERVICE INSTALLATION. . . . .	<u>115</u>
746519 - ALUMINUM LIGHTING STANDARD WITH SINGLE DAVIT ARM, 40' POLE. . . . .	<u>116</u>
746722 - SUPPLY OF #6 THWN STRANDED COPPER. . . . .	<u>120</u>
746847 - POLE BASE, TYPE 3 . . . . .	<u>121</u>
746852 - POLE BASE, TYPE 6 . . . . .	<u>121</u>
746914 - FURNISH & INSTALL #6 BARE STRANDED COPPER GROUND. . . . .	<u>123</u>
746925 - FURNISH & INSTALL EMBEDDED METERED SERVICE PEDESTAL (100 AMP) . . . . .	<u>128</u>
747509 - LIGHTING CONTROL CENTER - 200A. . . . .	<u>129</u>
747514 - CABINET BASE TYPE F. . . . .	<u>132</u>
747516 - CABINET BASE TYPE P. . . . .	<u>132</u>
748502 - RAISED/RECESSED PAVEMENT MARKER. . . . .	<u>133</u>
748548 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 5" . . . . .	<u>134</u>
748549 -PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 10" . . . . .	<u>134</u>
748530 - REMOVAL OF PAVEMENT STRIPING. . . . .	<u>143</u>
749500 - SIGN PANEL. . . . .	<u>144</u>
749687 - INSTALLATION OR REMOVAL OF TRAFFIC SIGN ON SINGLE SIGN POST. . . . .	<u>149</u>
749688 - INSTALLATION OF 4" DIAMETER HOLE, LESS THAN OR EQUAL TO 6" IN DEPTH . . . . .	<u>150</u>
749690 - INSTALLATION OR REMOVAL OF TRAFFIC SIGN ON MULTIPLE SIGN POSTS . . . . .	<u>151</u>
759511 - FIELD OFFICE, SPECIAL II. . . . .	<u>152</u>
763501 - CONSTRUCTION ENGINEERING. . . . .	<u>158</u>
763503 - TRAINEE. . . . .	<u>162</u>
763508 - PROJECT CONTROL SYSTEM DEVELOPMENT PLAN. . . . .	<u>163</u>
763509 - CPM SCHEDULE UPDATES AND/OR REVISED UPDATES. . . . .	<u>163</u>

763597 - UTILITY CONSTRUCTION ENGINEERING.....	<a href="#"><u>168</u></a>
763626 - DIESEL FUEL COST PRICE ADJUSTMENT.....	<a href="#"><u>169</u></a>
<b>UTILITY STATEMENT.....</b>	<a href="#"><b><u>172</u></b></a>
<b>RIGHT OF WAY CERTIFICATE.....</b>	<a href="#"><b><u>182</u></b></a>
<b>ENVIRONMENTAL STATEMENT.....</b>	<a href="#"><b><u>183</u></b></a>
<b>BID PROPOSAL FORMS. ....</b>	<a href="#"><b><u>186</u></b></a>
BREAKOUT SHEETS.....	<a href="#"><u>204</u></a>
<b>CERTIFICATION.....</b>	<a href="#"><b><u>209</u></b></a>
<b>BID BOND. ....</b>	<a href="#"><b><u>211</u></b></a>

**GENERAL NOTICES**

SPECIFICATIONS:

The specifications entitled "Delaware Standard Specifications for Road and Bridge Construction, August, 2001", hereinafter referred to as the Standard Specifications; Supplemental Standard 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.

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, sexual orientation or natural 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, sexual orientation 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 or 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 forth 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.

CONFLICT WITH FEDERAL STATUTES OR REGULATIONS:

Delaware Code, Title 29, Chapter 69, Section 6904, Paragraph (a)

"If any provision of this subchapter conflicts or is inconsistent with any statute, rule or regulation of the federal government applicable to a project or activity, the cost of which is to be paid or reimbursed in whole or in part by the federal government, and due to such conflict or inconsistency the availability of federal funds may be jeopardized, such provision shall not apply to such project or activity."

FEDERAL LABOR AND EMPLOYMENT REQUIREMENTS

Federal Regulation 23 CFR § 635.117(b) Labor and employment, states:

"No procedures or requirement shall be imposed by any State which will operate to discriminate against the employment of labor from any other State, possession or territory of the United States, in the construction of a Federal-aid project."

CONVICT PRODUCED MATERIALS:

- (a) Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if such materials have been:
  - (1) Produced by convicts who are on parole, supervised release, or probation from a prison or
  - (2) Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal-aid highway construction during the 12-month period ending July 1, 1987.
- (b) Qualified prison facility means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in Federal-aid highway construction projects.

TO REPORT BID RIGGING ACTIVITIES:

The U. S. Department of Transportation (DOT) operates the below toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

TO REPORT BID RIGGING ACTIVITIES  
CALL 1-800-424-9071

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation In  
Each Trade

12.3% (New Castle County)  
14.5% (Kent & Sussex Counties)

Goals for Female Participation In  
Each Trade

6.9% (Entire State)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is KENT County.

REV. 11-3-80

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Program Office or from the Federal procurement contracting offices. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
  - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
  - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
  - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participating, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
  9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).
  10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
  11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
  12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Order of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
  13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
  14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate

of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

\* \* \* \* \*

#### TRAINING SPECIAL PROVISIONS

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities", (Attachment 1), and is in implementation of 23 U.S.C. 140(a). As part of the contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved.

The number of trainees to be trained under the special provision will be 2. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year apprenticeship or training.

The number of trainees shall be distributed among the work classification on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Department of Highways and Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Department of Highways and Transportation and the Federal Highway Administration. The Department of Highways and Transportation and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment

obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work the classification covered by the program. It is the intention of these provisions that the training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some off-site training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other sources does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for off-site training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training; provides the instruction of the trainee; or pays the trainee's wages during the off-site training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainees as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid a least 60 percent of the appropriate minimum journeymen's rate specified in the contract for the first half of the of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees is an approved existing program are enrolled as trainees on this project. In fact case, the appropriate rates approved by the Department of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provisions.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training.

The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

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INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT  
& TRANSPORTATION EQUITY ACT

Recipients of Federal-aid highway funds authorized under Titles I (other than Part B) and V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), or Titles I, III, and V of the Transportation Equity Act for the 21st Century (TEA-21) are required to comply with the regulations of 49 Code of Federal Regulations (CFR) Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM SPECIFICATION

The U.S. Department of Transportation (DOT) requires that the Delaware Department of Transportation continue the established Disadvantaged Business Enterprise (DBE) Program for participation in U.S. DOT programs and that the program follow the final rules as stated in 49 CFR Part 26 and the Department's approved DBE Program plan.

The following definitions apply to this subpart:

Disadvantaged Business Enterprise or DBE means a for-profit small business concern (1) that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and, (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

DOT-assisted contract means any contract between a recipient and a contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees, except a contract solely for the purchase of land.

Good Faith Efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Joint Venture means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Race-conscious measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral measure or program is one that is, or can be, used to assist all small businesses. For the purposes of this part, race-neutral includes gender neutrality.

Small Business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR §26.65(b).

Socially and economically disadvantaged individuals means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is - (1) any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis; (2) any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

- (i) Black Americans which includes persons having origins in any of the Black racial groups of Africa;
- (ii) Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- (iii) Native Americans which includes persons who are American Indians, Eskimos, Aluets, or Native Hawaiians;
- (iv) Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- (v) Subcontinent Asian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- (vi) Women;
- (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

DelDOT will establish specific goals for each particular DOT-assisted project which will be expressed as a percentage of the total dollar amount of contract bid.

The specific contract goals for this contract are:

### **Disadvantaged Business Enterprise 8 % Percent**

DelDOT continues to reserve the right to approve DBE subcontractors and all substitutions of DBE subcontractors prior to award and during the time of the contract.

Bidders are required to submit with their bids the completed DBE Program Assurance portion of the Certification document which will state the bidders intent of meeting the goals established for this contract;

or in the instance where a contractor cannot meet the assigned DBE Goals for this contract, he/she shall at the time of bid submit documentation required to verify that he/she has made a Good Faith Effort to meet the DBE Goals. Guidance for submitting a Good Faith Effort is identified in the next section and in the DBE Program Plan. Further, the apparent low bidder must submit to DelDOT within ten (10) calendar days after the bid opening, executed originals of each and every DBE subcontract to satisfy contract goals consistent with the DBE Program Assurance submitted as part of the bid package.

No contract work shall be performed by a DBE subcontractor until the executed DBE subcontract is approved in writing by DelDOT and the Department has issued the required Notice to Proceed. Any DBE subcontract relating to work to be performed pursuant to this contract, which is submitted to DelDOT for approval, must contain all DBE subcontractor information, the requirements contained in this contract, and must be fully executed by the contractor and DBE subcontractor.

Each contract between the prime contractor and each DBE subcontractor shall at the minimum include the following:

1. All pertinent provisions and requirements of the prime contract.
2. Description of the work to be performed by the DBE subcontractor.
3. The dollar value of each item of work to be completed by the DBE subcontractor and the bid price of each item of work to be completed by the DBE subcontractor.

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#### CRITICAL DBE REQUIREMENTS

A bid may be held to be non-responsive and not considered if the required DBE information is not provided. In addition, the bidder may lose its bidding capability on Department projects and such other sanctions as the Department may impose. It is critical that the bidder understands:

1. In the event that the bidder cannot meet the DBE goal as set forth in this specification, he/she shall at the time of bid submit to the Department that percentage of the DBE Goal that will be met, if any, on the written and notarized assurance made a part of this contract. The contractor shall also at the time of bid submit all documentation that the contractor wishes to have the Department consider in determining that the contractor made a Good Faith Effort to meet contract DBE Goals. The Department will not accept Good Faith Effort documentation other than on the scheduled date and time of the bid opening. However, the Department may ask for clarification of information submitted should the need arise.
2. A bid which does not contain either a completely executed DBE Program Assurance and/or Good Faith Effort documentation, where appropriate, shall be declared non-responsive and shall not be considered by the Department.
3. Failure of the apparent low bidder to present originals of all DBE subcontracts to substantiate the volume of work to be performed by DBE's as indicated in the bid within ten (10) calendar days after the bid opening shall create a rebuttable presumption that the bid is not responsive.
4. Bidders are advised that failure to meet DBE Goals during the term of the contract may subject them to Department sanctions as identified in the DBE Program Plan.
5. In the execution of this contract, the successful bidder agrees to comply with the following contract clauses:

**Prompt Payment:** The prime contractor/consultant receiving payments shall, within 30 days of receipt of any payment, file a statement with the Department on a form to be determined by the Department that all subcontractors furnishing labor or material have been paid the full sum due them at the stage of the contract, except any funds withheld under the terms of the contract as required by Chapter 8, Title 17 of the Delaware Code, annotated and as amended. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of DelDOT. This clause applies to both DBE and non-DBE subcontractors.

**Retainage:** The prime contractor agrees to return retainage to each subcontractor within 15 calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of DelDOT. This clause covers both DBE and non-DBE subcontractors. As guidance, once a subcontractor has satisfactorily completed the physical work, and has given to the prime contractor a certified statement

that all laborers, lower tier contractors, and materialmen who have furnished labor and materials to the subcontractor have been paid all monies due them, the prime contractor shall return retainage to the subcontractor within 15 calendar days.

6. In the execution of this contract, the successful bidder agrees to comply with the following contract assurance and will include this same language in each subcontractor contract:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such remedy as the recipient deems appropriate." 49 CFR Section 26.13

7. In addition to this specification, bidders must comply with all provisions of the rules and regulations adopted by the U.S. Department of Transportation for DBE participation in U.S. DOT and DeIDOT Programs (49 CFR Part 26) and the Delaware Department of Transportation Disadvantaged Business Enterprise Program Plan; each of which is hereby incorporated and made part of this specification. Bidders are also reminded that they must be responsible and responsive bidders in all other aspects aside from the DBE Program in order to be awarded the contract.
8. In accordance with 49 CFR 26.53(f)(1), DeIDOT requires that a prime contractor not terminate a DBE subcontractor without prior written consent from the DeIDOT Civil Rights Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

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#### GUIDANCE FOR GOOD FAITH EFFORT

When the DBE Goals established for a contract by DeIDOT are not met, the contractor shall demonstrate good faith efforts to meet the DBE contract goals. The contractor shall demonstrate that the efforts made were those that a contractor actively and aggressively seeking to meet the goals established by DeIDOT would make, given all relevant circumstances. Evidence of this good faith effort will be submitted with the bid at the time of the bid opening.

The contractor is expected to demonstrate good faith efforts by actively and aggressively seeking out DBE participation in the project to the maximum extent, given all relevant circumstances. Following are the kinds of efforts that may be taken but are not deemed to be exclusive or exhaustive and DeIDOT will consider other factors and types of efforts that may be relevant:

1. Efforts made to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the stated goal. Selection of portions of work are required to at least equal the goal for DBE utilization specified in this contract.
2. Written notification at least ten (10) calendar days prior to the opening of a bid soliciting DBE interest in participating in the contract as a subcontractor or supplier and for specific items of work.
3. Efforts made to obtain and negotiate with DBE firms for specific items of work:
  - a. Description of the means by which firms were solicited (i.e. by telephone, e-mail, written notice, advertisement).
  - b. The names, addresses, telephone numbers of DBE's contacted, the dates of initial contact; and whether initial solicitations of interest were followed-up by contacting the DBEs to determine with certainty whether the DBEs were interested.
  - c. A description of the information provided to DBE firms regarding the plans, specifications and estimated quantities for portions of the work to be performed.
  - d. A statement of why additional agreements with DBE's were not reached in order to meet the projected goal.
  - e. Listing of each DBE contacted but not contracted and the reasons for not entering a contract.
4. Efforts made to assist DBEs that need assistance in obtaining bonding, insurance, or lines of credit required by the contractor.
5. Reasons why certified DBEs are not available or not interested.

6. Efforts to effectively use the services of available disadvantageded community organizations; disadvantaged contractor's groups; local, state and federal DBE assistance offices; and other organizations that provide assistance in recruitment and placement of DBEs.

The following are examples of actions that may not be used as justification by the contractor for failure to meet DBE contract goals:

1. Failure to contract with a DBE solely because the DBE was unable to provide performance and/or payment bonds.
2. Rejection of a DBE bid or quotation based on price alone.
3. Rejection of a DBE because of its union or non-union status.
4. Failure to contract with a DBE because the contractor normally would perform all or most of the work in the contract.

Administrative reconsideration:

Within five (5) days of being informed by DelDOT that it is not responsive because it has not documented sufficient good faith efforts, a bidder may request administrative reconsideration. Bidder should make this request in writing to the following reconsideration official: Director of Administration, DelDOT, P. O. Box 778, Dover, Delaware 19903. The reconsideration official will not have played any role in the original determination that the bidder did not document sufficient good faith efforts.

As part of this reconsideration, the bidder will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder will have the opportunity to meet in person with the reconsideration official, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The final decision made by the reconsideration official will be communicated to the bidder in writing. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

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**REQUIRED CONTRACT PROVISIONS - FEDERAL-AID CONSTRUCTION CONTRACTS**  
(Exclusive of Appalachian Contracts)

FHWA-1273 -- Revised May 1, 2012 <http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.docx>

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as

amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
  - b. The contractor will accept as its operating policy the following statement:  
"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."
2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
    - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
    - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
    - c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
  5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
    - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
    - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
    - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
    - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.
  6. Training and Promotion:
    - a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
    - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
    - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
    - a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
    - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
    - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
    - d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
  8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
  9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
    - a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
    - b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
  10. Assurance Required by 49 CFR 26.13(b):
    - a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
    - b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
  11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of

the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
  - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### **IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### **1. Minimum wages**

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without

rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a.. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program,

the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in

accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

- a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
    - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
    - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
    - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
    - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
  3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
  4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
  5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
  - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction

was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

\* \* \* \* \*

### **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.

#### **REQUIREMENT BY DEPARTMENT OF LABOR FOR SWORN PAYROLL INFORMATION**

Title 29 Del.C. §6960 stipulates;

(b) Every contract based upon these specifications shall contain a stipulation 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. The specifications shall further stipulate 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.

(c) Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

Bidders are specifically directed to note the Department of Labor's prevailing wage 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."

### **PREVAILING WAGE REQUIREMENTS**

It is DelDOT's understanding that the Davis-Bacon Act is not a preemptive statute in the broad sense, and does not preempt or displace State of Delaware prevailing wage requirements.

When a contract for a project contains both Federal Davis-Bacon and State of Delaware prevailing wage standards because of concurrent Federal and State coverage, the employer's minimum wage obligations are determined by whichever standards are higher.

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 14, 2014

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
BRICKLAYERS	48.08	48.08	14.51
CARPENTERS	43.15	50.91	40.47
CEMENT FINISHERS	30.88	26.13	26.33
ELECTRICAL LINE WORKERS	22.50	22.50	21.25
ELECTRICIANS	62.10	62.10	62.10
IRON WORKERS	42.20	23.87	25.35
LABORERS	33.01	38.68	37.97
MILLWRIGHTS	16.11	15.63	13.49
PAINTERS	60.64	60.64	60.64
PILEDRIVERS	66.42	23.75	26.95
POWER EQUIPMENT OPERATORS	41.18	27.61	28.47
SHEET METAL WORKERS	22.75	20.31	18.40
TRUCK DRIVERS	33.90	21.03	22.19

CERTIFIED:

*9/10/14*

BY:

*[Handwritten Signature]*

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: T200412201.01 Thompsonville Grade Separated Intersection, Kent County

GENERAL DECISION: DE140014 04/04/2014 DE14

State: DELAWARE

Construction Type: HIGHWAY

COUNTY: Kent County in Delaware

HIGHWAY CONSTRUCTION PROJECTS

Modification Number: 0

Publication Date: 04/04/2014

SUDE2013-002

04/24/2013

	Rates	Fringes
Bricklayer	48.08	
Carpenter	50.91	
Cement Mason/Concrete Finisher	26.13	
ELECTRICIAN		
Electrician	62.10	
Line Worker	22.50	
Ironworker	23.87	
Laborer	38.68	
Millwright	15.63	
Operator: Piledriver	23.75	
Painter	60.64	
Power Equipment Operator	27.61	
Sheet Metal Worker	20.31	
Truck Driver	21.03	

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a) (1) (ii)).

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited typs(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical or der of "identifiers" that indicate whether the particular rate is union or non -union

## Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for the classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

0000/9999: weighted union wage rates will be published annually each January.

## Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicated the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Way Determination on the date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

## WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

#### APPLICABILITY OF DAVIS-BACON LABOR STANDARD PROVISIONS TO FLAGGERS

The U.S. Department of Labor has established that the duties of flaggers working on contracts covered by the Davis-Bacon Act, are manual and physical in nature. Accordingly, all employees performing the work of flaggers on Davis-Bacon covered contracts shall be entitled to receive applicable prevailing wage rates.

\* \* \* \* \*

ALL AGENCY MEMORANDUM NO. 130  
U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, DC 20210

#### GUIDELINES

##### HIGHWAY CONSTRUCTION

Highway projects include the construction, alteration, or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction.

EXAMPLES: Alleys, Base Courses, Bituminous treatments, Bridle Paths, Concrete pavement, Curbs, Excavation and embankment (for road construction), Fencing (highway), Grade crossing elimination (overpasses and underpasses), Guard rails on highway, Highway signs, Highway bridges (overpasses, underpasses, grade separation), Medians, Parking lots, Parkways, Resurfacing streets and highways, Roadbeds, Roadways, Runways, Shoulders, Stabilizing courses, Storm sewers incidental to road construction, Street paving, Surface courses, Taxiways, and Trails.

ANY QUESTIONS REGARDING THE APPLICATION OF THE GUIDELINES ABOVE TO A PARTICULAR PROJECT OR ANY DISPUTES REGARDING THE APPLICATION OF THE WAGE SCHEDULES ARE TO BE REFERRED TO THE WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR FOR RESOLUTION, AND THE INSTRUCTIONS OF THE WAGE AND HOUR DIVISION ARE TO BE OBSERVED IN ALL INSTANCES.

\* ALL AGENCY MEMORANDUM NO. 130  
U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, DC 20210

**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](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**

**CHANGES TO PROJECT DOCUMENTS DURING ADVERTISEMENT**

**1. PRINTED PLANS AND SPECIFICATIONS NOT AVAILABLE FROM DELDOT.**

The Department is not providing printed plans or specifications for this project. Bidders must contact the Department in order to receive a CD that contains all bid documents. Bidders are able to use the CD to print the plans and specifications, or have them printed from the Website. While the plans and specifications are available on-line at DeLDOT's Website, the Website bid documents are not authorized for submitting bids, and the Website documents are marked as such. To receive required bid Documents on a CD, contact:

Contract Administration  
Delaware Department of Transportation  
P.O. Box 778, Dover, DE 19903  
e-mail: [dot-ask@state.de.us](mailto:dot-ask@state.de.us)  
Phone: (302) 760-2030  
FAX: (302) 739-2254

The Department is providing a printed set of plans and specifications available for viewing in the Bidder's Room, Transportation Administration Center, 800 Bay Road, Dover, Delaware, Monday through Friday excluding holidays from 8:00A.M. through 4:15 P.M..

**2. QUESTIONS AND ANSWERS**

All questions pertaining to this project are to be submitted to the following e-mail address:

[dot-ask@state.de.us](mailto:dot-ask@state.de.us)

Questions and Answers will be dated and posted periodically on Delaware's Bid Solicitation Directory Website located at: <http://www.bids.delaware.gov/>

The final Questions and Answers will be posted no later than the end of the day, two working days prior to the bid date.

**All Questions and Answers posted by the Department on the above Website are included by reference and become part of the contract documents.** The awarded bidder will receive a hard copy of the final posted Questions and Answers.

Potential bidders that do not have access to the internet may contact Jim Hoagland, Contract Services Administrator, by telephone at (302) 760-2036 to make other arrangements.

**NOTE:** There is space provided on the CERTIFICATION page to insert the Posted Date of the final Questions and Answers. The Final Posted Date is the latest Posted Date of the Questions and Answers one day prior to Bid Date. This final Posted Date must be submitted on the Certification page.

**3. ADDENDA**

The Department is not providing printed Addendums, if issued, for this project. **All addendums will be posted on the Department's Website, and are included by reference and become part of the contract documents.** It is the responsibility of the bidder to check the Website as needed. If there are Addendums issued, the final Addendum will be posted no later than the end of the day, two working days prior to the bid date.

**NOTE:** There is space provided on the CERTIFICATION page to insert each issued Addendum and the date you acknowledge receipt of the addendum. Each Addendum number and date acknowledged must be submitted on the Certification page.

**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 \$623.30 per ton (\$687.11 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.

**272503 – TRASH RACK**

**Description:**

This work consists of furnishing all materials, fabricating, delivering and constructing trash racks for drainage inlets as shown on the details in the Plans, as directed by the Engineer and as required by these Special Provisions.

**Materials:**

Materials shall conform to the requirements of Sections 603, 605 and 708 and shall be galvanized in accordance with Subsection 826.07 including all rebar, hardware and fasteners as shown on the Plans.

Working drawings shall be submitted in accordance with Subsection 105.04.

**Construction Methods:**

Trash Racks for drainage inlets shall be constructed based on the details shown on the Plans and at the size and locations shown on the Plans.

**Basis of Payment:**

The quantity of trash racks for drainage inlets will be paid for at the Contract unit price Per Each. Price and payment will constitute full compensation for furnishing, hauling and installing materials, including bar reinforcement; and for all labor, materials, equipment, tools, and incidentals required to complete the work. Design services for the trash racks for drainage inlets including the preparation and submittal of working drawings shall be incidental to this item.

10/23/07

**401699 - QUALITY CONTROL/QUALITY ASSURANCE OF BITUMINOUS CONCRETE**

**.01 Description**

This item shall govern the Quality Assurance Testing for supplying bituminous asphalt plant materials and constructing bituminous asphalt pavements and the calculation for incentives and disincentives for materials and construction. The Engineer will evaluate all materials and construction for acceptance. The procedures for acceptance are described in this Section. 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 bituminous asphalt. Payment to the Contractor for the bituminous asphalt item(s) will be based on the Contract price per ton and the pay adjustments described in this specification.

**.02 Bituminous Concrete Production – Quality Acceptance**

**(a) Material Production - Tests and Evaluations.**

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 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.

Supply and capture samples, as directed by the Engineer under the purview of the Engineer from delivery trucks before the trucks leave the production plant. Hand samples to the Engineer to be marked accordingly. 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. The Contractor may visually inspect the specified delivery load during sampling and elect to reject the load. If the contractor elects to reject the specified delivery truck, each subsequent load will be inspected until a visually acceptable load is produced for acceptance testing. All visually rejected loads shall not be sent to a Department project.

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. Samples not retrieved in accordance with the Contractor's QC plan will be deemed unacceptable and may be a basis for rejection of material produced. Parallel tests or dispute resolution tests will only be performed on material captured at the same time and location as the acceptance test sample. Parallel test samples or Dispute Resolution samples will be created by splitting a large sample or obtaining multiple samples that equally represent the material. The Engineer will perform all splitting and handling of material after it is obtained by the Contractor.

The Contractor may retain dispute resolution samples or perform parallel tests with the Engineer on any acceptance sample.

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<sup>th</sup> 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 subplot basis. The size for each subplot shall be 100 to 500 tons and testing for the sub lots will be completed on a daily basis. For each subplot, 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 and Determining the Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyrotory Compactor
- AASHTO T166, Method C (Rapid Method) - Bulk Specific Gravity of Compacted Hot Mix Asphalt (HMA) Using Saturated Surface Dry Specimens
- AASHTO T308 - Determining the Asphalt Binder Content of Hot Mix Asphalt (HMA) by the Ignition Method
- AASHTO T30 - Mechanical Analysis of Extracted Aggregate
- AASHTO T209 - Theoretical Maximum Specific Gravity and Density of Hot Mix Asphalt (HMA)
- ASTM D7227 - Standard Practice for Rapid Drying of Compacted Asphalt Specimens using Vacuum Drying Apparatus

**(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 based on daily production.

Notify the Engineer of any locations within that road segment that may not be suitable to achieve minimum (93%) compaction due to existing conditions prior to paving the road segment. 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 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 **.02 Acceptance Plan (a) Material Production - B 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 1.0 feet from the newly placed longitudinal joint and 50 feet from a new transverse joint.

Cut one six (6) inch diameter core through the full lift depth at the exact location marked by the Engineer. Cores submitted that are not from the location designated by the Engineer will not be tested and will be paid at zero pay.

Notify the Engineer prior to starting paving operations with approximate 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 mark core locations within 24 hours of notification. 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.

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

Commence coring of the pavement after the pavement has cooled to a temperature of 140°F or less. Cut each core with care in order to prevent damaging the core. Damaged cores will not be tested. Label each core with contract number, date of construction, and number XX of XX upon removal from the roadway. Place cores in a 6-inch diameter plastic concrete cylinder mold or approved substitute for protection. Separate cores in the same cylinder mold with paper. Attach a completed QC test record for the represented area with the corresponding cores. The Engineer will also complete a test record for areas tested for the QA report and provide to Materials & Research. Deliver the cores to the Engineer for testing, processing, and report distribution at the end of each production day.

Repair core holes per Appendix A, Repairing Core Holes in Bituminous 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) – Bulk Specific Gravity of Compacted Hot Mix Asphalt (HMA) Using Saturated Surface Dry Specimens
- AASHTO T209 - Theoretical Maximum Specific Gravity and Density of Hot Mix Asphalt
- ASTM D7227 - Standard Practice for Rapid Drying of Compacted Asphalt Specimens using Vacuum Drying Apparatus

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.

**.03 Payment and Pay Adjustment Factors.**

The Engineer will determine pay adjustments for the bituminous asphalt item(s) in accordance with this specification. The Engineer will determine a pay adjustment factor for the material produced and a pay adjustment factor for the pavement construction. Pay adjustments for material and construction will be calculated independently. When the pay adjustment calculation for either material or construction falls to zero payment per tables 4, 5, or 5a, the maximum pay adjustment for the other factor will not exceed 100.

Pay Adjustment factors will only be calculated on in place material. Removed material will not be used in payment adjustment calculations.

Material Production Pay Adjustments will be calculated based upon 70% of the contract unit price and calculated according to section .03(a) of this specification. Pavement construction Pay Adjustments will be calculated based upon 30% of the contract unit price and calculated according to section .03(b) of this specification.

**(a) Material Production - Pay Adjustment.**

Calculate the material pay adjustment by evaluating the production material based on the following parameters:

Table 2

<b>Table 2 - Material Parameter Weight Factors</b>		
<b>Material Parameter</b>	<b>Single Test Tolerance (+/-)</b>	<b>Weight Factor</b>
Asphalt Content	0.4	0.30
#8 Sieve ( $\geq 19.0$ mm)	7.0	0.30
#8 Sieve ( $\leq 12.5$ mm)	5.0	0.30
#200 Sieve (0.075mm Sieve)	2.0	0.30
Air Voids (4.0% Target)	2.0	0.10

Using the JMF target value, the single test tolerance (from Table 2), 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):  

$$QU = ((\text{JMF target}) + (\text{single test tolerance}) - (\text{mean value})) / (\text{standard deviation}).$$
3. For each parameter, calculate the Lower Quality Index (QL):  

$$QL = ((\text{mean value}) - (\text{JMF target}) + (\text{single test tolerance})) / (\text{standard deviation}).$$
4. For each parameter, locate the values for the Upper Payment Limit (PU) and the Lower Payment Limit (PL) from Table 3 - 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 2 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. When all properties of a single test are within the single test tolerance of Table 2, Pay Adjustment factors shall be determined by Column B. When any property of a single test is outside of the Single Test Tolerance parameters defined in Table 2, the Material Pay Adjustment factor shall be determined by Column C.

9. For each lot, determine the final material price adjustment:

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

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. When the PWL of any material parameter in Table 2 is below 60, the Engineer may require the removal and replacement of the material at no additional cost to the Department. Test results on removed material shall not be used in calculation of future PWL calculations for Mixture ID.

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 outside of the allowable single test tolerance for any Materials criteria in Table 2, 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. The pay factors for the out of tolerance sample lot will be calculated using column C of table 4.

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. After the Contractor has made appropriate changes, the Contractor will visually inspect each produced load. The first visually acceptable load will be sampled and 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.

<b>Table 3 – Quality Level Analysis by the Standard Deviation Method</b>							
<b>PU or PL</b>	<b>QU and QL for “n” Samples</b>						
	<b>n = 3</b>	<b>n = 4</b>	<b>n = 5</b>	<b>n = 6</b>	<b>n = 7</b>	<b>n = 8</b>	<b>n = 9</b>
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

<b>Table 3 – Quality Level Analysis by the Standard Deviation Method</b>							
<b>PU or PL</b>	<b>QU and QL for “n” Samples</b>						
	<b>n = 3</b>	<b>n = 4</b>	<b>n = 5</b>	<b>n = 6</b>	<b>n = 7</b>	<b>n = 8</b>	<b>n = 9</b>
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
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

<b>Table 4 - PWL Pay Adjustment Factors</b>		
<b>PWL</b>	<b>Pay Adjustment Factor (%) Column B</b>	<b>Pay Adjustment Factor (%) Column C</b>
100	+5	0
99	+4	-1
98	+3	-2
97	+2	-3
96	+1	-4
95	0	-5

94	-1	-6
93	-2	-7
92	-3	-8
91	-4	-9
PWL<91	PWL - 100	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. .

1. Calculate the core bulk specific gravity values from the subplot tests values, to the nearest 0.001 unit. Obtain the Theoretical maximum Specific Gravity values from the corresponding laboratory subplot tests.
2. Calculate the Degree of Compaction:  
Degree of Compaction =  
((Core Bulk Specific Gravity) / (Theoretical Maximum Specific Gravity)) x 100% recorded to the nearest 0.1%.
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 and recorded to the nearest 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:  
Construction Pay adjustment = (Lot Quantity) x (Bid Price) x (Pay Adjustment Factor) x 30%.

Degree of Compaction (%)	Range	Pay Adjustment Factor (%)
>= 97.0	>= 96.75	-100*
96.5	96.26 – 96.74	-5
96.0	95.75 – 96.25	-3
95.5	95.26 – 95.74	-2
95.0	94.75 – 95.25	0
94.5	94.26 – 94.74	0
94.0	93.75 – 94.25	1
93.5	93.26 – 93.74	3
93.0	92.75 – 93.25	5
92.5	92.26 – 92.74	3

92.0	91.75 – 92.25	0
91.5	91.26 – 91.74	0
91.0	90.75 – 91.25	-5
90.5	90.26 – 90.74	-15
90.0	89.75 – 90.25	-20
89.5	89.26 – 89.74	-25
89.0	88.75 – 89.25	-30
88.5	88.26 – 88.74	-50
$\leq 88.0$	$\leq 88.25$	-100*

\* or remove and replace it at Engineer's discretion

<b>Table 5A: Compaction Price Adjustment Other<sup>1</sup> Locations</b>		
Degree of Compaction	Range	Pay Adjustment Factor (%)
$\geq 97.0$	$\geq 96.75$	-100*
96.5	96.26 – 96.74	-5
96.0	95.75 – 96.25	-3
95.5	95.26 – 95.74	-2
95.0	94.75 – 95.25	0
94.5	94.26 – 94.74	0
94.0	93.75 – 94.25	0
93.5	93.26 – 93.74	1
93.0	92.75 – 93.25	3
92.5	92.26 – 92.74	1
92.0	91.75 – 92.25	0
91.5	91.26 – 91.74	0
91.0	90.75 – 91.25	0
90.5	90.26 – 90.74	0
90.0	89.75 – 90.25	0
89.5	89.26 – 89.74	0
89.0	88.75 – 89.25	-1
88.5	88.26 – 88.74	-3
88.0	87.75 – 88.25	-5
87.5	87.26 – 87.74	-10
87.0	86.75 – 87.25	-15

86.5	86.26 – 86.74	-20
86.0	85.75 – 86.25	-25
85.5	85.26 – 85.74	-30
85.0	84.75 – 85.25	-40
84.5	84.26 – 84.74	-50
=< 84.0	=<84.25	-100*

\* or remove and replace at Engineer's discretion

<sup>1</sup> 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.

**.04 Dispute Resolution.**

Disputes or questions about any test result shall be brought to the attention of the Contractor and the Engineer within two operational days of reported test results. 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.

Third party resolution testing can be performed at either 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 properly captured, labeled, and stored, as described in the second paragraph of the section of these specifications titled **.02 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. The Contractor may request up to two dispute resolution samples be tested per calendar year without charge. Any additional Dispute Resolution samples run at the Contractors request where the results substantiate the acceptance test result will be assessed a fee of \$125. Any additional Dispute Resolution samples that substantiate the Contractors test result will not be assessed the 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.

## **Appendix A - Repairing Core Holes in Bituminous Asphalt Pavement**

### **Description.**

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

### **Materials and Equipment.**

The following material shall be available to complete this work:

- Patch Material - 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 - mechanical (electrical, pneumatic, or gasoline driven) tamping device with a flat, circular tamping face smaller than 6 inches in diameter. .

### **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 and compact with mechanical tamping device. 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 Bituminous 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	$7 * 0.14 = \underline{0.98}$
	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	$7 * 0.14 = \underline{0.98}$
	2.52

06/05/14

**401752 – SAFETY EDGE FOR ROADWAY PAVEMENT**

**Description:**

This work consists of the construction of safety edge(s) along bituminous concrete pavement or P.C.C. pavement in accordance with the details and notes on the Plans and as directed by the Engineer.

**Construction Methods:**

The safety edge shall not be constructed adjacent to curb or in front of guardrail sections.

In bituminous concrete pavement sections, prior to the construction of the safety edge, the fill or in situ material at the edge of pavement shall be compacted so that it is level with the top of the pavement, prior to the final surface overlay.

In bituminous concrete pavement sections, the contractor shall attach a device to the screed of the paver unit that confines the material at the end of the gate and extrudes the asphalt material in such a way that results in a compacted wedge shape pavement edge of 32 degrees (+/- 2 degrees). Contact shall be maintained between the device and the road shoulder surface. The device shall be manufactured so that it can be easily adjusted to transition at cross roads, driveways and obstructions without stopping the paver unit. The device's shape shall constrain the asphalt and cause compaction, as well as increase the density of the extruded profile.

In bituminous concrete pavement sections, the Transtech Shoulder Wedge Maker, Carlson Safety Edge End Gate or an approved equal shall be used to produce the safety edge. Contact information for these wedge shape compaction devices is listed below:

Transtech Systems, Inc.  
1594 State Street  
Schenectady, NY 12304  
1-800-724-6306  
[www.transtechsys.com](http://www.transtechsys.com)

or

Carlson Paving Products  
18425 50<sup>th</sup> Ave. E  
Tacoma, WA 98446  
1-253-278-9426  
[www.carlsonpavingproducts.com](http://www.carlsonpavingproducts.com)

or an approved equal.

In P.C.C. pavement sections, the paver screed shall be modified to provide a chamfer at the end of the P.C.C. pavement in accordance with the details and notes on the Plans, or as directed by the Engineer.

**Method of Measurement:**

Safety Edge will not be measured for payment.

**Basis of Payment:**

The cost associated with the construction of safety edge(s), including but not limited to the wedge device, preparation and compaction of the fill or in situ material, and placement of the safety edge in accordance with the Plans and Details shall be incidental to the bituminous concrete pavement or P.C.C. pavement item being placed.

10/15/2013

- 401800 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 115 GYRATIONS, PG 64-22  
(CARBONATE STONE)
- 401801 - BITUMINOUS CONCRETE, TYPE C, 160 GYRATIONS, PG 64-22 (CARBONATE  
STONE)
- 401802 - BITUMINOUS CONCRETE, TYPE C, 205 GYRATIONS, PG 64-22 (CARBONATE  
STONE)
  
- 401803 - BITUMINOUS CONCRETE, TYPE C, 115 GYRATIONS, PG 70-22 (CARBONATE  
STONE)
- 401804 - BITUMINOUS CONCRETE, TYPE C, 160 GYRATIONS, PG 70-22 (CARBONATE  
STONE)
- 401805 - BITUMINOUS CONCRETE, TYPE C, 205 GYRATIONS, PG 70-22 (CARBONATE  
STONE)
  
- 401806 - BITUMINOUS CONCRETE, TYPE C, 115 GYRATIONS, PG 76-22 (CARBONATE  
STONE)
- 401807 - BITUMINOUS CONCRETE, TYPE C, 160 GYRATIONS, PG 76-22 (CARBONATE  
STONE)
- 401808 - BITUMINOUS CONCRETE, TYPE C, 205 GYRATIONS, PG 76-22 (CARBONATE  
STONE)
  
- 401809 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 115 GYRATIONS, PG 64-22
- 401810 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 64-22
- 401811 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 205 GYRATIONS, PG 64-22
  
- 401812 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 115 GYRATIONS, PG 70-22
- 401813 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 70-22
- 401814 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 205 GYRATIONS, PG 70-22
  
- 401815 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 115 GYRATIONS, PG 76-22
- 401816 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 76-22
- 401817 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 205 GYRATIONS, PG 76-22
  
- 401818 - BITUMINOUS CONCRETE, SUPERPAVE, BITUMINOUS CONCRETE BASE  
COURSE, 115 GYRATIONS, PG 64-22
- 401819 - BITUMINOUS CONCRETE, SUPERPAVE, BITUMINOUS CONCRETE BASE  
COURSE, 160 GYRATIONS, PG 64-22
- 401820 - BITUMINOUS CONCRETE, SUPERPAVE, BITUMINOUS CONCRETE BASE  
COURSE, 205 GYRATIONS, PG 64-22
  
- 401821 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 64-22,  
PATCHING
- 401822 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 64-22,  
PATCHING
- 401823 - BITUMINOUS CONCRETE, SUPERPAVE, BITUMINOUS CONCRETE BASE  
COURSE, 160 GYRATIONS, PG 64-22, PATCHING
  
- 401824 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG-64-22,  
WEDGE
- 401825 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 160 GYRATIONS, PG-64-22,  
WEDGE
  
- 401826 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 115 GYRATIONS, PG 64-22,  
(NON-CARBONATE STONE)
- 401827 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 64-22,  
(NON-CARBONATE STONE)
- 401828 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 205 GYRATIONS, PG 64-22,  
(NON-CARBONATE STONE)

**401829 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 115 GYRATIONS, PG 70-22,  
(NON-CARBONATE STONE)**

**401830 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 70-22,  
(NON-CARBONATE STONE)**

**401831 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 205 GYRATIONS, PG 70-22,  
(NON-CARBONATE STONE)**

**401832 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 115 GYRATIONS, PG 76-22,  
(NON-CARBONATE STONE)**

**401833 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 76-22,  
(NON-CARBONATE STONE)**

**401834 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 205 GYRATIONS, PG 76-22,  
(NON-CARBONATE STONE)**

**401835 - THIN BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 115 GYRATIONS, PG 64-22**

**401836 - THIN BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 64-22**

**401837 - THIN BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 115 GYRATIONS, PG 70-22**

**401838 - THIN BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 70-22**

**401839 - THIN BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 115 GYRATIONS, PG 76-22**

**401840 - THIN BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 76-22**

**.01 Description:**

This specification shall govern the production and construction of bituminous concrete pavement. 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.

Payment for bituminous concrete shall be in accordance with item 401699. 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. Payment adjustment factors will be calculated in accordance with the latest version of item 401699.

Bituminous concrete may be produced by one or a combination of several technologies involving asphalt foaming processes and equipment or additives that facilitate the reduction of the temperature at which the mix can be placed and satisfactorily compacted thereby permitting the mix to be produced at reduced temperatures.

**.02 Materials:**

Use materials conforming to standard specifications 823.

Materials for 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. If the Contractor proposes to use a combination of materials that are not covered by this Specification, the mix design shall be submitted and reviewed by the Engineer 30 calendar days prior to use.

a) **Asphalt Binder:**

Meet the requirements of Superpave performance-grade asphalt binder, as referenced in the Plans, according to M 320<sup>1</sup>, Table 1 and tested according to AASHTO R29 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 - 2.20 kPa <sup>1</sup>

TEST Procedure	AASHTO REFERENCE	SPECIFICATION LIMITS
RTFO DSR, $G^*/\sin(\delta)$	T 315	$\geq 2.20$ kPa
PAV DSR, $G^*/\sin(\delta)$	T 315	$\leq 5000$ kPa
BBR Creep Stiffness, S	T 313	$\leq 300.0$ kPa
BBR m-value	T 313	$\geq 0.300$

Note 1: The exception to M 320 is that the original DSR shall be 1.00 to 2.20 kPa

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

The highest low temperature grade virgin binder to be used is -22.

Depending on the level of Recycled materials used, the low temperature properties, per T 313, may be different than stated in M 320 or the previous table.

b) **Recycled Materials:**

**RAP (Recycled Asphalt Pavement):** Bituminous concrete pavement mechanically processed to a homogenous consistency to be recycled through the production plant for use in a new bituminous concrete mixture.

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.

c) **Shingles:**

**RAS (Recycled Asphalt Shingles):** Materials reclaimed from the shingle manufacturing process such as tabs, punch-outs, and damaged new shingles mechanically broken down with 100% passing the 1/2 in (12.5 mm) sieve. Shipping, handling, and shredding costs are incidental to the price of Superpave item.

Post-consumer shingles or used shingles are not acceptable. Fiberglass-backed and organic felt-backed shingles shall be kept separate. Both materials shall not be used in the same mixture at the same time. All shingles shall be free of all foreign material and moisture.

The use of Recycled Asphalt Shingles will be considered for 115 gyration mix designs upon demonstration by the producer of adequate blending of the binder verified by laboratory testing on plant produced material.

d) **Mineral Aggregate:**

Conform to Section 805 and the following criteria. These criteria apply to the combined aggregate blend.

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

<sup>1</sup>Coarse Aggregate Angularity is tested according to ASTM D5821.

<sup>2</sup>Fine Aggregate Angularity is tested according to AASHTO TP-33.

<sup>3</sup>Clay Content is tested according to AASHTO T176.

<sup>4</sup>Flat and Elongated is tested according to ASTM 4791 with a 5:1 aspect ratio.

<sup>5</sup> 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
<b>Toughness</b> , AASHTO T96 Percent Loss, Maximum	40
<b>Soundness</b> , AASHTO T104 Percent Loss, Maximum for five cycles	20
<b>Deleterious Materials</b> , AASHTO T112 Percent, Maximum	10
<b>Moisture Sensitivity</b> , 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 B ALaboratory Method of Predicting Frictional Resistance of Polished Aggregates and Pavement Surfaces.@ RAP shall be assigned a value of 5.0. The Contractor shall supply all polish values to the Engineer upon request.

e) **Mineral Filler:**

Conform to AASHTO M17.

f) **Warm Mix Additives:**

For any WMA technology requiring addition of any material by the producer during production, the following information will be submitted with the proposed JMF for review and approval at least 30 calendar days prior to production:

1. WMA technology and/or additive information.
2. WMA technology manufacturer's recommendation for usage.
3. WMA technology target dosage rate and tolerance envelope. Support tolerance envelope with test data demonstrating acceptable mix production properties conforming to all sections of this specification.
4. WMA technology manufacturer's material safety data sheets (MSDS).
5. Documentation of past WMA technology field application including points of contact.

6. Temperature ranges for mixing and compacting.
7. Laboratory test data, samples, and sources of all mix components, and asphalt binder viscosity-temperature relationships.

Follow the manufacturer's recommendation for incorporating additives and WMA technologies into the mix. Comply with the manufacturer's recommendation regarding receiving, storage, and delivery of additives.

If the producer performs blending of the WMA technology in their tank, a separate Quality Control plan shall be submitted by the producer to the Department for review and approval at least 30 calendar days prior to production.

g) **Anti-stripping additives**

Conform to standard specifications Section 829 and blend with the asphalt cement in accordance with this specification. Incorporate anti-stripping additives when the Tensile Strength Ratio (TSR) as determined in accordance with AASHTO T283 is less than 80 or when specified for use by the Engineer.

**.03 Bituminous Concrete Production – Quality Control**

**(a) Process Control - Material Production Quality Control.**

Submit through 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 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 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.
- Load number of QC samples (1-10 if QA sample is not within trucks 1-10)
- Locations where samples will be obtained and the sampling techniques for each test
- 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 subplot 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 401644 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.

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
- Failure to perform materials testing per their approved QC Plan
- Deviating from AASHTO or DelDOT testing procedures.
- Use of any material or the use of a JMF component in a proportion that exceeds the allowable tolerance as specified in section 04(a)(1) of this specification not listed in the JMF.
- Use of the wrong PG graded asphalt.
- Failure to take corrective action per action points in the Contractors approved QC plan.

The following steps will be taken for violations listed above:

1. First offence: Written notice of violation to the Contractor
2. Second offence: Written notice of violation and forfeiture of any bonus (material production or pavement construction) payment eligibility under 401699 section .03 for that production shift.
3. Third offence: Written notice of violation, forfeiture of bonus payment eligibility, and a 5% deduction of payment based upon contract unit price in addition to any calculated pay adjustment factors per 401699 Section 03.
4. Fourth offence: Written notice of violation, forfeiture of bonus payment eligibility, 50% deduction of payment based upon contract unit price in addition to any calculated payment adjustment factor per 401699 Section 03, and immediate suspension of the Contractor until corrective actions are taken. Corrective actions shall be submitted in writing to the Engineer for approval. The Engineer may request a meeting with the Contractor to discuss proposed changes prior to lifting suspension.

Violations of Contractor QC plans shall be kept on record for a period of 1 year from the date of violation at the Central Lab.

**(b) Material Production Test Equipment.**

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.

Facilities for the use of the Engineer and inspectors shall be a minimum of 600 square feet of floor space conditioned to maintain constant temperature of 77F with two windows and a door equipped with functional locks and latches, located such that plant activities are plainly visible from one window of the building. Work space shall be furnished with illumination, tables, chairs, desks, telephone, and water including drinking water, sanitary facilities, fuel, and power necessary to conduct all necessary tests.

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 suspend production. In the case of an equipment malfunction, the Engineer may elect to test the material at another qualified testing laboratory while waiting for repairs to equipment.

Maintain minimum calibration records for the referenced equipment:

- SUPERPAVE<sup>R</sup> 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.

**(c) Material Production Test Methods**

- AASHTO T312 - Preparing and Determining the Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyratory Compactor
- AASHTO T166, Method C (Rapid Method) - Bulk Specific Gravity of Compacted Hot Mix Asphalt (HMA) Using Saturated Surface Dry Specimens
- AASHTO T308 - Determining the Asphalt Binder Content of Hot Mix Asphalt (HMA) by the Ignition Method
- AASHTO T30 - Mechanical Analysis of Extracted Aggregate
- AASHTO T209 - Theoretical Maximum Specific Gravity and Density of Hot Mix Asphalt (HMA)
- ASTM D7227 - Standard Practice for Rapid Drying of Compacted Asphalt Specimens using Vacuum Drying Apparatus

**.04 Job Mix Formula (JMF)**

**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. Assign a unique identification number to each JMF.

- a) Development of JMF

**Gradation:** Use the FHWA Superpave 0.45 Power Chart 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 bituminous concrete. Unless otherwise noted in the Plans, the Type C shall meet the 3/8" (9.5 mm) Nominal Maximum Aggregate Size. Type B bituminous concrete 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 Gyrotory Compactive (SGC) Effort:**

The Superpave Gyrotory 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 Gyrotory 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 (%)
	$N_{INITIAL}$	$N_{DESIGN}$	$N_{MAX}$						
				25.0	19.0	9.5	12.5	4.75	
0.3 to < 3	≤ 90.5								65.0 - 78.0
3 to < 10									
10 < 30									
≥ 30	< 89.0	96.0	< 98.0	12.5	13.5	15.5	14.5	16.5	65.0 - 75.0 <sup>1</sup>

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.

TABLE 1

Nominal Maximum Aggregates Size Control Points, Percent Passing										
SIEVE SIZE	25.0 MM		19.0 MM		12.5 MM		9.5 MM		4.75 MM	
	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:**

Volumetric Property	Superpave Criteria
Air Voids ( $V_a$ ) at (%) $N_m$	2.0 (min)
Air Voids ( $V_a$ ) at $N_{design}$ (%)	6.0 (max)
Voids in Mineral Aggregate (VMA) at $N_{design}$	
25.0 mm Bituminous Concrete Base Course	-1.5
19.0 mm Type B Hot-Mix	+2.0
12.5 mm Type C Hot-Mix	
9.5 mm Type C Hot-Mix	
4.5 mm Type C Hot-Mix	

**The proposed JMF shall include the following:**

Submit for approval to the Engineer the following documentation on Pinepave mixture design software prior to starting production of a new mixture:

1. Job mix formula (JMF) design of the component materials and target characteristic values for each mixture proposed for use. 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 bituminous concrete meeting the specified properties. Recycled Asphalt Pavement (RAP) is one individual aggregate component regardless of fractionation size. Recycled Asphalt Shingles (RAS) is a separate component from RAP.

2. The JMF target characteristic values include the mixing temperature range, core temperature range for gyrations, 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.
3. Plot of the design aggregate structure on the FHWA Superpave 0.45 power chart showing the maximum density line and Superpave control points.
4. 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  $N_m$ .
5. 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 ( $\text{kg/m}^2$ ) at both  $N_d$  and  $N_m$ .
6. 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.
7. 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.

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.

8. Provide raw material of each JMF so NCAT Ignition Oven calibration correction numbers can be established for the Engineers and Contractors ovens. The Engineer shall provide an ignition oven correction number for each JMF.

#### **.05 Approval of JMF**

The Engineer will have up to three weeks once the JMF is submitted to review the submitted information.

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

##### **a) Design Evaluation:**

The Engineer may elect to evaluate the proposed JMF and suitability of all materials through laboratory trial batches. 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.

For more expeditious approval, the Contractor may undertake the following steps:

1. Submit the proper documentation on Pinepave mixture design software.
2. Produce the new mixture for a non-Department project. The Engineer will test the material, by taking three series per section 401800 03(c). The mixture will be approved by the Engineer for Department projects if the test results are within the specifications.

A new JMF is required when any of the following conditions occur:

- A change in the source of any of the aggregate component materials
- A change in the proportion of any aggregate component by more than 5.0%
- A change in the aggregate components resulting in a change in percent passing any sieve as identified in Table 1 by more than 5% of the JMF target.
- A change in the target AC content by more than 0.20% from the JMF target to maintain other Volumetric properties of the approved JMF.
- For any mixture that has a 20% or greater failure rate on any combined volumetric criteria.

Although a new JMF is not required, 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. This notification shall include the total change made from the approved JMF proportions, and the effective time of the change. The Engineer will reply to the proposed changes within one operational day and notify the Contractor of the effective date of the changes.

**.06 Construction.**

**(a) Pavement Construction Test Equipment.**

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

**Weather Limitations.**

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

The following table of ambient temperatures for various binder grades and lift thicknesses for placement with the following parameters:

	PG Binder		
			64-22
Lift Thickness (in)	76-22	70-22	
1.50	50F	45F	40F
2.00	40F	38F	35F
3.00	32F	32F	32F

- Minimum surface temperature of 32 degrees F AND
- Minimum production temperature of 275 degrees F AND
- Maximum wind speed of 8 miles per hour

Construction outside of these conditions with WMA technology will be at the discretion of the Engineer.

**Compaction:**

**(b) Pavement Construction - Process Control.**

Perform Quality Control of pavement compaction by testing in-place pavement density by the following methods.

- ASTM D2950 Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods; the use of other density gauges shall be as per the manufacturer’s recommendations.
- AASHTO T166, Method C (Rapid Method) Bulk Specific Gravity of Compacted Hot Mix Asphalt (HMA) Using Saturated Surface Dry Specimens
- ASTM D7227 - Standard Practice for Rapid Drying of Compacted Asphalt Specimens using Vacuum Drying Apparatus

Cores may be cut on the first day of paving or once after the change of a JMF for gauge calibration. The number of cores obtained for calibration purposes shall not exceed the number of QA samples obtained by the Department for payment. The Contractor may use any method to select locations for the Quality Control calibration cores. Repair all core holes in accordance with 401699 Appendix A.

**Method of Measurement:**

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

**Basis of Payment:**

All work completed under this item shall be considered for full payment and subsequently modified in accordance with the procedures enumerated under 401699.

Material production quality shall be evaluated per item 401699 - Quality Control/Quality Assurance of Bituminous Concrete .03 (a) Material Production - Tests and Evaluations.

Compaction quality shall be evaluated per Item 401699 - Quality Assurance of Bituminous Concrete .03 (b) Pavement Construction - Tests and Evaluations.

10/25/2013

**602646 - SILICONE ACRYLIC CONCRETE SEALER**

**Description:**

This work consists of surface preparation, furnishing all materials, and application of a silicone acrylic concrete sealer to any concrete surface. The work shall be performed as indicated on the Plans, in accordance with these Specifications, and as directed by the Engineer.

**Materials:**

The concrete sealer shall consist of methyl methacrylate-ethyl acrylate copolymer resins and toning pigments suspended in solution of all times by a chemical suspension agent and solvent. Laminar silicates, titanium dioxides, and inorganic oxides may be used for toning pigments. Use of vegetable or marine oils, paraffin materials, stearates or organic pigments in the formulation shall not be permitted.

The Sealer shall be opaque, non-film forming, and penetrating silicone acrylic compound. The sealer shall pass NCHRP 244 Series-2, salt spray resistance requirements. The materials must be local OTC-VOC compliant.

The contractor shall provide Materials and Research Section one (1) quart sample from each batch of the silicone acrylic sealer compound supplied for chemical identification and testing.

The manufacturer shall supply a Materials Safety Data Sheet and a letter of certificate compliance of batch & lot of each shipment of the concrete sealer materials. The contractor shall also provide a manufacturer analysis report of the materials used with the specified batch shipped to the job site.

The color of the compound shall be off white (Federal Color #37925 of FED-STD-595B) or as specified on the plans.

**Surface Preparation:**

All new concrete surfaces, texturing, saw cutting, repointing and grooving shall be completed before the surface is prepared for sealer. All concrete that is to be sealed shall be cured for at least 28 days after casting or for the length of time specified in the manufacturer's instruction, which ever is longer. After 28 days, concrete surface shall be lightly sand or shot blasted, followed by vacuum cleaning in accordance with ASTM D 4258 & SSPC-SP-13 requirement to completely remove any applied curing compound, and to make surface lightly rough for penetration of sealer.

For existing concrete, all previous sealers and paints, all salt, efflorescence, laitance, and other foreign matter, and all loose material shall be completely removed using one or a combination of different preparation methods as specified in ASTM D-4258 and SSPC-SP 13.

In addition, both new and existing concrete shall receive a high pressure (3000-5000 psi) water washing at a flow of more than 4 gallons per minute, with zero degree of rotary nozzle. The contractor shall also allow the surface to dry for a minimum of 24 hours prior to the coating application after high-pressure washing. All surface preparation work shall be completed and approved by the Engineer before sealer the application can commence.

**Construction Methods:**

The sealer shall be used as supplied by the manufacturers without thinning or alteration unless specifically required in the manufacturer's instructions and verified by Engineer.

The silicone acrylic concrete sealer shall be applied to all exposed concrete surfaces as shown on the plans.

Concrete curing compounds, form release agents, and concrete hardeners may not be compatible with recommended coatings. Check for compatibility by applying a test patch of the recommended coating system, covering at least 20 to 30 square feet.

The concrete sealer material shall be applied using coverage rate and equipment in accordance with the manufacturer's recommendations.

A minimum of two coats shall be applied; all applications shall be performed under dry conditions with application-spread rate as recommended by the manufacturers.

The sealer shall be applied within the ambient temperature range as recommended by the manufacturer, when no rain is expected within a minimum of 12 hours following the application, and there are no high winds that would cause an improper application. If rain has preceded the application, the surface shall be allowed to dry at least 24 hours before waterproofing application begins.

Follow manufacturers recommendation for coating thickness. No drips, runs, or sags will be allowed during application. Natural bristle brush, roller, or spray can be used to perform the application. Follow manufacturers recommendation during application. No thinning of materials is permitted; all application procedures, and drying time between coats must be as per manufacturers recommendations.

The Contractor shall perform surface preparation and application of the concrete sealer material so as not to endanger any private and/or public property, pedestrians, workmen, and vehicles on, beneath or adjacent to the structure.

**Method of Measurement:**

The quantity of "Silicone Acrylic Concrete Sealer" will be measured by the square feet of area treated and accepted.

**Basis of Payment:**

The quantity of "Silicone Acrylic Concrete Sealer" will be paid for at the Contract unit price per square foot. Price and payment will constitute full compensation for furnishing all materials, furnishing and removing scaffolding as required, surface preparation, application of the concrete sealer material, disposal of discarded materials, and for all labor, tools, equipment, and all necessary incidentals to complete the work.

2/1/07

**605501 - GROUND MOUNT BREAKAWAY TYPE SIGN SUPPORTS AND FOUNDATION**

**Description:**

This work consists of furnishing all materials and constructing ground mount breakaway type sign supports including foundations in conformance with the details and notes shown on the Plans, and as directed by the Engineer.

**Materials:**

Structural Steel shall meet the applicable requirements of Subsection 605.02 of the Standard Specifications and AASHTO M 270/M 270M, GR36 (GR250), GR50 (GR 345), or GR50W (GR 345W) as detailed on the plans. Steel posts shall be galvanized in accordance with the requirements of AASHTO M 111/M 111M.

Bar reinforcement shall conform to the requirements of Subsection 603.02 of the Standard Specifications.

Portland Cement Concrete shall be Class B and shall conform to the requirements of Section 812 of the Standard Specifications.

Breakaway Couplings shall be made from alloy steel which conforms to AISI 4340, 4130 or an equivalent material, and shall have minimum tensile yield stress of 175,000 psi (1200 MPa). The Rockwell C hardness shall be 26 minimum. The couplings shall have tensile breaking strength ranges as noted below; and shall be of the type as shown on the Plans:

Type A	17,000 - 21,000 lb (75 - 93 kN)
Type B	47,000 - 57,000 lb (209 - 253 kN)

This steel shall conform to the requirements of the current ASTM designation A-370.

The couplings shall be clean, dry and free from any foreign material and shall be primed and coated with a suitable paint which shall be baked or fused with a polyurethane additive. The color of the coating shall be as follows:

Type A	Yellow
Type B	Red

Chipped areas on the coating surface shall be repaired. All threaded surfaces, after coating, shall be cleaned to allow them to function properly.

Brackets shall be made from aluminum alloy 6061 T-6 or an equivalent material. Upper brackets shall incorporate the load concentrating member or boss which shall be made from the following materials:

Type A	Aluminum alloy 6061 T-6 or equivalent as part of brackets
Type B	Stainless steel 416 or equivalent ASTM A582-Rockwell C35-C45

The type of boss shall be as shown on the Plans.

Location holes for the breakaway coupling shall be accurately positioned relative to the load concentrating member in accordance with the Engineer's requirements. All Brackets shall be permanently labeled with bracket number to reflect the hole positioning.

Anchors shall be fabricated from 304 Stainless Steel for the threaded ferrule portion, and 1058 steel rod and coil for cage portion of anchor.

Hinge plates shall be made from alloy steel which conforms to AISI 4340, 4130 or an equivalent material and shall have a minimum tensile yield stress of 90,000 psi (620 MPa). The hinge plates shall have tensile breaking strength ranges as follows:

HI-10	11,450 - 13,900 lb (50.9 - 61.8 kN)
HI-1	16,400 - 19,700 lb (72.9 - 87.6 kN)
HI-2	6,700 - 8,100 lb (29.8 - 36.0 kN)

Nuts, Bolts and Cap Screws shall meet AASHTO M 164 (M 164M). All nuts, bolts and cap screws shall be within a hardness range of Rockwell C23 to C31 prior to hot dip galvanizing per AASHTO M 232/M 232M.

**Construction Methods:**

Shop Drawings. Shop drawings shall be submitted in accordance with Subsection 105.04 of the Standard Specifications. Minor variations in details may be permitted; however, any major departure from the design will not be accepted.

Fabrications. Loading, transporting, unloading and erection of structural materials shall be done so that the metal will be kept clean and free from injury in handling.

Structural materials shall be stored above the ground upon platforms, skids, or other supports and shall be kept free from accumulation of dirt, oil, acids or other foreign matter.

Structural material which has been deformed shall be straightened before being layed out, punched, drilled or otherwise worked upon in the shop. Sharp kinks or bends will be cause for rejection.

When sign support structures are subcontracted, the subcontract shall be in accordance with Subsection 108.01 of the Standard Specifications except that the value of the subcontract will be based on the value of the work for fabrication.

Repair Galvanizing. Galvanized areas damaged during shipping or erection shall be repaired by any of the three methods specified under ASTM A780. In all cases, the repair shall achieve the minimum coating thickness specified.

Erection. Material shall not be dropped, thrown or dragged over the ground. The Contractor shall supply detailed, written instructions and drawings for the erection of all sign structure components.

For constructing the concrete foundation, the excavation shall be done by augering of suitable diameter as detailed on the Plans. The excavated material shall be disposed of and the area shall be properly graded.

Anchor bolts shall be set to template for alignment and elevation and shall be secured in position to prevent displacement while concrete is being placed. The steel reinforcement and conduit elbows shall have been placed and secured before the placing of concrete.

**Method of Measurement:**

The quantity of ground mount breakaway type sign supports and foundations will not be measured.

**Basis of Payment:**

The quantity of ground mount breakaway sign supports and foundations will be paid for at the Contract lump sum. Price and payment will constitute full compensation for furnishing all materials and constructing the sign supports and foundations in accordance with the details and notes shown on the Plans, and as directed by the Engineer; and for all labor, equipment, tools and incidentals necessary to complete the work.

**NOTE**

On a breakout sheet found in the Proposal, the Contractor shall submit a price for each Sign Support Structure with foundation, when more then one structure is required. The Lump Sum bid price for the item shall be the sum of the prices for each Sign Support Structure listed.

The Department reserves the right to delete from the contract construction of one or more individual sign structure(s), and the Lump Sum price to be paid will be reduced in accordance with the Contractor's itemized price list for that individual sign structure. There shall be no extra compensation to the Contractor if such deletion is made.

10/23/01

**605510 - PREFABRICATED EXPANSION JOINT SYSTEM 2"**  
**605511 - PREFABRICATED EXPANSION JOINT SYSTEM 3"**

**605512 - PREFABRICATED EXPANSION JOINT SYSTEM 4"**  
**605513 - PREFABRICATED EXPANSION JOINT SYSTEM 5"**  
**605647 - PREFABRICATED EXPANSION JOINT SYSTEM 1 1/2"**  
**605730 - PREFABRICATED EXPANSION JOINT SYSTEM, 1"**

**Description:**

This work consists of furnishing of all materials and necessary labor to fabricate, assemble, construct and install prefabricated strip seal expansion joint systems of the size(s) specified on the Plans, including extrusions, neoprene strip seal, angles, studs, and sliding plates on roadway and/or sidewalks as specified on the Plans, in accordance with these Specifications.

**Materials:**

Steel members of the types, size and configurations shown on the plans shall conform to AASHTO M 270/M 270M Grade 36 (Grade 250) or Grade 50 (Grade 345) or Grade 50W (Grade 345W), unless specified otherwise on the Plans. All steel of the joint system shall be painted with the 3 coat urethane paint system with a minimum total thickness of 9 mils (225 µm), and all screws shall be stainless steel ASTM A276, Type 304.

The elastomeric material shall be 100% virgin Polychloroprene (Neoprene). The strip seal shall be an extruded neoprene material meeting the requirements of AASHTO M 220 modified to omit the recovery test. The elastomeric material shall have the following physical properties as determined by applicable ASTM tests:

ASTM Standard	Physical Properties	Performance Requirements
D2240 (Modified) D412	Hardness Tensile Strength	60±7 points, Durometer (Type A) 2000 psi (13.8 MPa), min. 250%, min.
D395 (Method B)	Ultimate Elongation Compressive Set 70 hr. @ 212 F (100 C).	40%, max.
D573	Compressive Set 212 F (100 C)	40%, max.
D1630 D1149	Abrasion Resistance Oxone Resistance 20 percent strain 300 pphm in air, 70h @ 140 F (60 C) (wiped) with toluene to remove surface contamination)	Index of 200 or greater Permissible      No cracks
D471	Oil Swell, ASTM Oil #3, 70 h @ 212 F (100 C), Weight change	45%, max.
D2240	Low Temperature Stiffening max. 7 days @ 14 F (-10 C)	+15 points Durometer (Type A)

**Construction Methods:**

Installation of the prefabricated expansion joint system, to include strip seal, steel extrusion and application of adhesives, shall be in accordance with the manufacturer's written recommendations and instructions and as specified herein. Special tools for insertion of seals shall be provided by the manufacturer as may be required. The Contractor shall make arrangements for a technical representative of the manufacturer to be available for advice and inspection during construction of strip seals to ensure satisfactory installation. The strip seal shall be furnished in one piece for the full length of the joint.

Welding shall conform to all applicable requirements of AWS D1.5, including qualifications of welders. Shop drawings and welding procedures must be submitted to the Bridge Engineer for approval prior to any

fabrication. Welds at mitered joints in steel extrusions and between steel extrusions and plates and between studs and plates shall be tested by magnetic particle tests methods by a testing laboratory approved by the State. All welds, fabrication and testing will be visually inspected by the Department or its approved representative. The Contractor shall submit the manufacturer's certification for quality of materials and the result of welding inspection to the Engineer. Mill test reports must be supplied for all steel. Where, in the opinion of the Engineer, welds are defective, they shall be rewelded or repaired in a manner acceptable to the Engineer.

The installation procedure as described here, shall be adhered to unless modified by the Engineer.

The prefabricated sealing system shall be shop assembled as a unit including the neoprene strip seal, and preset prior to shipment, using prestressing bolts and adjustable temporary connections between positioning steel members. The opening of the joint shall be set at the width required for the seal at a temperature of 68 F (20 C).

The prefabricated joint assembly shall be positioned and attached to the structure by anchorages. Width adjustments shall be made at the discretion of the Engineer and manufacturer's representative. All movements due to shrinkage, creep, mid-slab deflections, and other factors shall be considered.

The prefabricated joint shall be set normal to the grade and the deck concrete slab graded to meet flush with the edge of the joint plates.

Before placing the deck slab, the anchorage attached to the abutment backwall, or adjacent steel or concrete stringers shall be released by loosening the bolts in the slotted anchorage connections. The prestressing bolts and adjustable temporary connections shall remain in place. After the deck slab has cured the width of joint shall be checked and again adjusted if necessary. The released anchorage shall be tightened, welded and the prestressing bolts and temporary connections removed. The backwall or deck on this side of the joint may then be poured after sealing the openings left by removal of prestressing bolts.

**Method of Measurement:**

The quantity of the specified size(s) prefabricated expansion joint system will be measured as the actual number of the linear feet (linear meters) furnished and installed, measured along the centerlines of the slab joints.

**Basis of Payment:**

The quantity of prefabricated expansion joint system will be paid for at the Contract price per linear foot (linear meter). Price and payment will constitute full compensation for fabricating, furnishing, and installing all materials, labor, equipment and all else necessary therefor and incidental thereto.

Payment for erection angles and other components not specifically part of the prefabricated strip seal joint system shall be included in Prefabricated Expansion Joint System.

10/29/01

**605664 - STEEL SIGN STRUCTURES**

**Description:**

This work shall consist of furnishing, fabricating, erecting the sign structures and installing foundations as shown on the plans. Such work shall include excavation, concrete foundations, sheeting and shoring, non-shrink grout, transportation and erection of the steel sign structure, furnishing steel sign structure and all materials, labor, tools, equipment, and incidentals necessary to complete the work.

**Materials:**

All materials provided for the steel sign structures shall conform to the following:

- (a) Pipes - A STM A 53, Type S, Grade B .
- (b) Structural Angles, Plates, Bars, and Shapes - A STM A 36.
- (c) Anchor Bolts, nuts and washers - A ST M F1554, Grade 55.
- (d) U -Bolts - A STM A 307.
- (e) U -Bolt Nuts - A ST M A 307.
- (f) High Strength Bolts, Nuts and Washers - A ST M A 325.
- (g) Pre-Assembly of Field Connections.
- (h) All structural steel that is not stainless shall be hot-dipped galvanized in accordance with A STM A 123.
- (i) Concrete for foundation shall be Class B Portland cement concrete ( $f'c = 3,000$  psi at 28 days) and shall conform to Standard specification section 812.

**Construction Methods:**

As indicated, as shown on the Standard Drawings and as follows:

- (a) General. Prepare and submit detailed shop drawings for review and acceptance. Drawings shall be stamped by a PE registered in the state of Delaware. Material and workmanship not previously inspected will be inspected on the work site. Remove rejected material from the work site. Satisfactorily restore the site to its original condition, as directed, including the disposal of excess or unsuitable material. Contractor to verify sign and structure clearances.
- (b) Foundations. Submit detailed shop drawings and computations, signed and sealed by a Professional Engineer registered in the State of Delaware for design of any temporary sheeting and shoring that is required for the excavation and installation of the sign structure foundations. Satisfactorily restore the site to its original condition, as directed, including the disposal of excess or unsuitable material.

Excavate and construct the foundations as indicated on the Plans. Construct the foundations using Class B Cement Concrete, as specified in the applicable parts of Section 602. Use anchor bolt templates provided by the sign structure fabricator to accurately set the tower base anchor bolts to the correct elevation and orientation. Securely brace the anchor bolts against displacement before and during concrete placement and curing. Verify the span length, footing location, and pedestal elevations of the sign structure foundation prior to installing the foundation. It is the Contractor's responsibility to install the foundations in the proper location and to the proper elevation.

After constructing the sign structure foundation, backfill the excavation around the foundation in accordance with Section 207.05. Bearing Areas: Construct the tower base bearing areas of the concrete pedestals in a true and level position. Full bearing is required under all base plates. Place non-shrink grout and PVC drain tube after column is in place and leveled.

A minimum period of fourteen (14) days shall elapse from the last concrete placement in foundation and pedestals to the beginning of erection of the sign structure. Use templates to accurately set tower base anchor bolts to the correct elevation and alignment.

- (c) Pre-Assembly of Field Connections. Before galvanizing, preassemble field connections of chord trusses and chord sections to verify geometry and camber. If distortion occurs after galvanizing, re-verify.
- (d) Any damage to galvanizing that occurs during shipping, handling or erection shall be repaired with a liquid galvanizing repair. Such repair material shall be submitted to the Engineer for approval prior to use.
- (e) Fully tighten anchor bolts by turning the nuts an additional 30 to 45 degrees. Progress by sequentially tightening the nuts on opposite side of the base plate (180 degrees apart).
- (f) Compaction of the backfill shall be in accordance with Section 202 of the Standard Specifications.

**Method of Measurement:**

The number of Steel Sign Structures specified on the plans or as directed by the Engineer and constructed according to these specifications, complete in place and accepted, will not be measured for payment, but shall be paid for on a lump sum basis for each sign structure.

**Basis of Payment:**

The number of Steel Sign Structures, as determined above, shall be paid for at the contract lump sum price bid "Steel Sign Structure," which price and payment shall include Class B cement concrete, sheeting and shoring, excavation and construction of drill caisson and concrete foundation, transportation and erection of the steel sign structure, all galvanized structural steel, bolts, and all labor, materials, equipment and incidentals necessary to construct the sign structure. Backfilling in accordance with Section 210 and shall be paid under separate item of this Contract.

**NOTE:**

A breakout sheet attached to the Proposal to list the Steel Sign Structures under this item. The Contractor shall fill in a unit price for each item and the cost (unit price times the proposed quantity). The lump sum bid for Item 605664 - Steel Sign Structure shall be the sum of the cost for all items listed. The breakout sheet shall be attached to the Bid Proposal.

3/10/14

**614508 - WATER MAIN AND ACCESSORIES**

**Description:**

The items shall consist of furnishing, transporting and installing the City of Milford water main and accessories in accordance with the locations, details and notes on the Plans, and as directed by the Engineer. The work shall be performed in accordance with these Special Provisions, Delaware Standard Specifications, and the requirements of the Standards and Specifications of the City of Milford. In case of conflict between these Special Provisions, Delaware Standard Specifications, and the Standards and Specifications of the City of Milford, the Standards and Specifications and all other requirements of the City of Milford shall prevail. The City of Milford from hereafter shall be addressed as the Owner. The existing water mains shall be abandoned or salvaged as specified on the Plans.

**Materials:**

All the materials including pipe, fittings, and all other accessories as listed under this Special Provisions, shall conform to the material and quality requirements of the Standards and Specifications of the Owner of the utility. The Owner shall have right to inspect and reject the materials, if his specifications requirements are not met. Materials shall be as follows:

1. POLYVINYL CHLORIDE (PVC) PLASTIC PIPE AND FITTINGS

- A. Polyvinyl chloride pipe shall meet the requirements of AWWA C-900. It shall be manufactured in standard length not exceeding twenty (20) feet and have an outside diameter equal to cast iron pipe. PVC pipe shall have standard dimension ratio (DR) of 18.0 or less. The pipe shall be rated for a working pressure of at least 150 psi.
- B. Polyvinyl chloride (PVC) pipe shall be manufactured with an elastometric-gasket joint conforming to ASTM D 3139. Pipe ends shall be beveled.
- C. All fittings and specials shall be gray-iron or ductile-iron with mechanical joint having a 250 psi pressure rating for gray-iron and 350 psi in the case of ductile iron. They shall be marked and manufactured in conformance with ANSI/AWWA C110/A21.10, latest edition. Compact ductile iron fittings will be an acceptable alternate. They shall be mechanical joint with a 350 psi pressure rating conforming to ANSI/AWWA C153/A21.53 and C111/A21.11. Fittings shall have an internal cement lining in accordance with latest revision of ANSI/AWWA C104/A21.4. No bituminous coating shall be used on the inside of pipe and fittings unless prior written approval is obtained from the Delaware Division of Public Health. Fittings shall have an external standard asphaltic coating approximately one (1) mil thick.
- D. The Contractor shall provide all necessary adaptors for connecting PVC pipe to cast iron fittings and valves or other pipe lines. Adaptors shall be as recommended by the pipe manufacturer.
- E. Polyvinyl chloride pipe shall be delivered and stockpiled in unit pallets. Store pipe on flat surface. No stacking of pallets of random lengths above five (5) feet in height will be allowed. If pipe is stockpiled for more than thirty (30) days prior to installation in the trench, it must be suitably covered with reflective materials to protect the pipe from ultraviolet rays emanating from sunlight. Do not use plastic sheets. Allow for air circulation under covering.
- F. Bowed sections of pipe will not be acceptable and will not be allowed to be installed on this project.

2. STEEL CASING PIPE

- A. Steel pipe sleeve shall be furnished in random lengths of the diameter shown on the plans and noted in the proposal and shall conform to the requirements of AWWA C-200; Grade B pipe shall be used. The pipe, including field connections, shall be coated with bitumastic compound, inside and outside. Pipe thickness shall meet "standard" pipe based on the size specified. All joints for casing pipe shall be made by continuous weld completely around the perimeter of the pipe in accordance with AWWA C-206.

- B. Carrier pipe shall be Class 50 ductile iron or polyvinyl chloride AWWA C-900 at each location as required by the plans, except at railroad crossing, use Class 56 ductile iron pipe.
- C. Voids between the sleeve and excavation shall be filled by pressure grouting.
- D. Cement grout shall be used to seal the pipe ends between the carrier pipe and sleeve.
- E. A one (1) inch PVC pipe shall be installed in the downgrade seal to permit drainage.

### 3. GATE VALVES AND BOXES

- A. Gate valves shall be resilient seat type, in accordance with AWWA C509. Valve bodies and bonnets shall be cast iron epoxy coated on the inside per AWWA C550.
- B. Stem and wedge nuts shall be bronze. Stems shall be sealed by at least two (2) O-rings. Seals shall be replaceable with the valve fully open and while subject to the rated pressure.
- C. Wedge shall be constructed of ductile iron, fully encapsulated in synthetic rubber, except for guide and wedge nut areas or it shall have a replaceable, internally reinforced, contoured molded rubber disc seat ring attached to the face of the wedge with self-locking, stainless steel screws. Wedge rubber shall be molded in place and bonded to the ductile iron portion. Wedge shall seat against accurately formed seating surfaces in the valve body.
- D. Waterway shall be smooth and shall have no depressions or cavities in seat area where foreign material can lodge and prevent closure or seating.
- E. Gate valves shall be manufactured by Waterous Company, Mueller and/or approved equal.
- F. Provide each gate with a 5 1/4-inch diameter Buffalo screw type valve box with "Water" cast in the lids. All boxes for 4, 6, and 8-inch valves shall be equipped with #6 round base. 10-inch valves shall be used with #8 valve box base. Valve boxes shall be adjustable between 2'-4" and 3'-4" except when deeper settings are required. Lids shall be extra deep and have two holes for removal of lid. Valve boxes shall be as manufactured by Mueller, Ford and/or approved equal.
- G. Provide socket valve operating wrenches.

### 4. TAPPING SLEEVE AND VALVE

- A. Tapping sleeve shall be of all stainless steel construction including sleeve, bolts and nuts. Sleeves shall wrap 360° around the pipe with gridded full circumference gasket. Units shall be FAST Model by Ford, Mueller SS Tapping tee and/or approved equal.
- B. Tapping valves shall be cast iron, Clow Number F6114, Mueller Resilient Wedge Tapping Valve or approved equal.
- C. Install tapping sleeve and valve per manufacturer's recommendations.

### 5. FIRE HYDRANTS

- A. Fire hydrants shall be per City of Milford Standards. Hydrants shall be compression type with a 5 1/4-inch main valve opening, two 2 1/2-inch hose nozzles, one 4 1/2-inch pumper nozzle, and a 6-inch mechanical joint hub base. Hydrant seats shall be provided with bronze to bronze threaded connections.
- B. All nozzle and steamer threads shall conform to National Standard. Hydrants shall be of proper length for a 4-foot trench depth or as required by field conditions and be Mueller Model A-442 Modern Centurion, Kennedy K-81D Standard Hydrant and/or approved equal. They shall meet requirements of AWWA Standard C-502.
- C. A sworn certificate of inspection and testing shall be furnished by the manufacturer. Install hydrants with restraint system as detailed on the drawings, or with a hydrant tee.

- D. All hydrants to be furnished with non-kinking chains on the 2 1/2- inch nozzles.
- E. Hydrants shall open by turning the operating nut counter-clockwise.
- F. Fire hydrants to receive one (1) coat of primer and two (2) coats of chrome yellow paint in accordance with Federal Standard 595A. The final coat shall be field applied after the hydrant has been installed. The color of the hydrant tops to be determined by pressure test. Coordinate with the City of Milford.
- G. Provide hydrant operating wrenches and repair kits.

The Contractor shall be responsible for providing materials including pipe, fittings, and all other appurtenances necessary to make permanent connections to existing utility facilities of whatever material type encountered.

Portland Cement Concrete required for the job shall be Class B, and shall conform to Section 812 of the Delaware Standard Specifications.

**Special Requirements:**

The Contractor's attention is directed to the following special requirements.

The owner shall have the sole right of determining at what times and in what order the Contractor shall undertake work, of making connections and modifications to the existing water system. Prior notice, a minimum of forty-eight (48) hours shall be given to the owner for inspection and supervision by the Contractor of his intention to begin work involving the water line relocations. No work shall be started by the Contractor until he has received permission from both the Engineer and the owner to proceed. The Contractor shall immediately notify both the Engineer and the owner of all delays.

It is of prime importance that the Contractor, in the performance of his work, does not disrupt the operation of the existing water facilities in any manner or at any time, without the express prior approval of the owner. The Contractor shall construct, disinfect, maintain and remove, following construction, such temporary water bypasses as may be required during construction to maintain water mains in service. No separate payment shall be made for such temporary water bypasses.

The Contractor will be permitted to close down specific water mains and services for a period of time not exceeding four (4) hours after obtaining approval from the owner in order to make connections as shown on the Plans. The schedule for making connections will be so arranged that the water users will be out-of-service for a minimum period of time. The Contractor will receive no additional compensation for working during off-peak hours, including premium time charges.

Before any shutdown, as specified above, the Contractor must give the utility owner and local 911 Center and Fire Department forty-eight (48) hours notice; and the Contractor must also furnish written notice to all water users in the area, a minimum of forty-eight (48) hours in advance of the closing of any water valves which may interrupt customer water service.

Shutdowns shall not be permitted if tapping sleeves and valves are specified for making the connections.

Any and all emergency repairs required during the period of this contract shall be the responsibility of the Contractor. The owner will notify the Contractor by telecommunication and the Contractor shall be required to attend the repair immediately. In the event the owner is unable to contact the Contractor for immediate emergency repair work in length of time as determined by the owner, the owner reserves the right to attend to any or all emergency repair work, and to submit the costs of repair directly to the Contractor for complete payment.

All materials and work, or parts thereof, which are unsatisfactory as to any or all requirements of the owner or the Engineer, and/or as specified herein, shall be removed and replaced or repaired in an acceptable manner by the Contractor at his own expense.

The Contractor shall guarantee that all workmanship, materials, and work performed under the contract, shall be in strict accordance with the Drawings, Specifications, and other Contract Documents. This guarantee shall be for a period of two years from and after the date of completion and acceptance of the work.

The Contractor shall repair, correct or replace as required, promptly and without charge, all work, equipment and material, or parts thereof, which fail to meet the above guarantee, or which in any way fail to comply with or fail to be in strict accordance with the terms and provisions and requirements of the contract during such two-year period.

**Construction Methods:**

All work in connection with construction of water mains and water service connections shall conform to the applicable requirements of the Standard Specifications of the owner of the utility, except as modified by the Plans and these Special Provisions. In case of conflict, the Specifications of the owner of the utility shall prevail.

Excavation and Trenching - Excavation shall be performed in accordance with Section 208 - Excavation and Backfill for Pipe Trenches, except as amended herein. The bottom of the trench shall be cut true and even, so that the barrel of the pipe will have a bearing for the full length. The trenches for water mains shall be excavated to such depth as will provide pipe elevations as indicated on the Water Main Relocation Profiles. The trenches for water service connections shall be excavated to the minimum standard depth or to such depth as required to connect to existing mains or service pipes.

Payment for excavation and backfill shall be in accordance with Section 208 of the Standard Specifications.

The Engineer and the owner shall have the right to limit the amount of trench opened in advance of pipe laid, and the amount of pipe laid in advance of backfilling. They shall be empowered at any time to require the refilling of open trenches over completed pipelines, if in their judgment, such action is necessary and the Contractor shall therefore have no claims for extra compensation, even though to accomplish such refilling, he is compelled to temporarily stop excavation or other work at any place.

If work is stopped on any trench or excavation for any reason and the excavation is left open for an unreasonable length of time (in the opinion of the Engineer) in advance of construction, the Contractor shall, if so directed, refill such trench or excavation at his own expense and shall not again open said trench until he is ready to complete the work therein.

Installation and Testing of Pipe and Fittings shall be as follows:

1. LAYING WATER MAINS, FITTINGS AND APPURTENANCES

- A. Water main pipe, fittings, and valves shall be installed per manufacturer's printed instructions. Care shall be taken to insure that no joints are made with unevenness or rough edges. Pipeline deflection must be kept below the manufacturer's limitations.
- B. All pipes shall be bedded on a solid foundation prior to backfilling. Defects due to settlement shall be corrected by the Contractor at his own expense. Bell holes shall be dug sufficiently large to receive same.
- C. Pipe and fittings shall be kept clean until final acceptance of the work. All open pipe ends shall be provided with plugs to keep dirt, water and other materials from entering. This plug shall be kept in place when actual pipe laying is not in progress.
- D. Excavation and backfill for water mains and appurtenances shall be per Section 1 of these specifications.
- E. PVC pipe shall be beveled before making pipe joint.
- F. Install no pipe on frozen or frost penetrated subgrade. When directed, the Contractor shall install pipe on artificial foundations. Such foundation may consist of gravel or concrete and shall be to the dimensions and in the manner directed by the Engineer.
- G. Pipeline detectable tape shall be installed continuously along all PVC water mains. The tape shall be installed directly above the water main and twelve (12) inches from the ground surface. The tape shall be Lineguard Type II Detectable Tape, Proline Safety Products and/or approved equal. The tape shall

be a minimum of two (2) inches wide, blue in color, imprinted with the words "CAUTION--WATER LINE BELOW," and be capable of being detected with inductive methods.

- H. All concrete required to construct buttresses behind plugs, tees, bends and other fittings and anchorages beneath vertical bends shall be placed as directed and/or as shown on the details.

## 2. INSTALLING FITTINGS, HYDRANTS, GATE VALVES AND VALVE BOXES

- A. Fittings, hydrants, gate valves and valve boxes shall be placed along the water mains at the locations indicated on the drawings or where otherwise designated by the Engineer.
- B. A valve box shall be carefully placed over the bonnet of each gate valve with the top at the finished surface of the street, sidewalk or at such other elevation as the Engineer shall direct. It shall be set exactly plumb. In tamping the backfill around the box, special care shall be taken to keep the box plumb and to have it firmly supported on two, 4-inch thick solid concrete blocks so as to avoid settlement. Any box which is found out of plumb, or which is not firmly supported, shall be excavated and reset in a satisfactory manner, at the Contractor's expense. Place gravel in and around valve box bases to provide for drainage.
- C. Ductile iron pipe with cast iron or ductile iron fittings shall be used exclusively throughout the hydrant assembly. The use of polyvinyl chloride pipe will not be permitted in construction of any portion of the hydrant leads.

## 3. DISINFECTION OF WATER MAINS

- A. Upon completion of water main construction, disinfect main and appurtenances. Disinfection shall be done in accordance with ANSI/AWWA C-601, latest edition. Contractor shall submit a plan of disinfection for approval by the Engineer.
- B. After the applicable retention period, the heavily chlorinated water shall be flushed from the main. This water shall be discharged to the sanitary sewer system. Only after water leaving the main is no higher in chlorine concentration than normal drinking water, will a discharge to storm drains be allowed. Convey flushed water to discharge point in a closed system.
- C. Affidavits of compliance, certifying the water sampled from the water mains to be free of coliform bacteria, shall be submitted to the Engineer. The Contractor is responsible for requesting tests from the Delaware Department of Public Health. He shall provide written documentation when a section of mains can be placed in service.
- D. The Contractor shall place in each length of pipe, hydrants, hydrant branches, and other appurtenances, a sufficient amount of HTH tablets to insure adequate disinfection treatment of the main after its completion. Tablets shall be fastened to the inside top of every length of pipe as laid, using gasket cement known as "Permatex No. 2".
- E. The Contractor will be held entirely responsible for securing a minimum residual chlorine content of 5 p.p.m. at the extremities of the mains after twenty-four (24) hours or more contact with the full water pressure on the main.
- F. Water for filling the mains shall be introduced at a velocity of less than one (1) foot per second in order to permit the HTH or Perchloron to completely dissolve and have a reasonable uniform distribution throughout the mains. It is the intent of this Specification to require a sufficient amount of chemical to be equivalent to a dosage of 50 p.p.m. of chlorine.
- G. After the chlorine has been in contact with the mains or storage units for twenty-four (24) hours or longer, samples collected from the extremities of the mains shall indicate a residual chlorine content of 5 p.p.m. or more.
- H. If less than 5 p.p.m. residual chlorine is indicated, the system shall be drained and the disinfection treatment repeated.

- I. If samples collected at the extremities indicate a residual chlorine of 5 p.p.m. or more, the system shall be flushed until there is only a normal chlorine residual (1.0 p.p.m. or less) present, as determined by the DPD Method Test. Samples of water shall be collected from various points along the lines, by the State Board of Health for bacteriological analysis. If satisfactory bacteriological results are obtained, the lines may then be allowed to be placed in service. A copy of all test results shall be submitted to the Engineer.

#### 4. WATER MAIN TESTING

- A. The Contractor shall furnish all equipment, labor and materials, including water, pumps, compressors, stopwatch, gauges, and meters as approved by the Engineer for testing. The Engineer shall determine the amount of main to be tested at any one time and reserves the right to separate the installation into several test sections. All tests must be witnessed by the Engineer or Owner.

#### B. Pressure Test

After the pipe has been laid, all newly laid pipe or any valved section thereof, shall be subjected to a hydrostatic pressure of 100 psi.

- 1) Test Pressure shall:
  - a. Be of at least two hour duration.
  - b. Not vary by more than  $\pm$  five psi.
- 2) Pressurization:

Each valved section of pipe shall be filled with water slowly and the specified test pressure, based on the elevation of the lowest point of the line or section under the test and corrected to the elevation of the test gauge shall be applied by means of a pump connected to the pipe in a manner satisfactory to the Owner.
- 3) Air Removal:

Before applying the specified test pressure, air shall be expelled completely from the pipe, valves and hydrants. If permanent air vents are not located at all high points, the Contractor shall install corporation cocks at such points, so that the air can be expelled as the line is filled with water. After all the air has been expelled, the corporation cocks shall be closed and the test pressure applied. At the conclusion of the pressure test, all corporation cocks shall be removed and plugged, or left in place at the discretion of the Owner.
- 4) Examination:

All exposed pipe, fittings, valves, hydrants and joints shall be examined carefully during the test. Any damage or defective pipe, fittings, valves, or hydrants that are discovered following the pressure test shall be repaired or replaced with same material and the test shall be repeated until it is satisfactory to the Owner.

#### C. Leakage Test

A leakage test shall be conducted concurrently with the pressure test.

- 1) Leakage Defined:

Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe, or at any valved section thereof, to maintain pressure within five psi of the specified test pressure after the air in the pipeline has been expelled and the pipe has been filled with water.
- 2) Allowable Leakage:

No pipe installation will be accepted if the leakage is greater than that determined by the following formula:

$$L = \frac{ND \text{ square root of } P}{7400}$$

in which L is the allowable leakage, in gallons per hour; N is the number of joints in the length of

pipe line tested; D is the nominal diameter of the pipe in inches; and P is the average test pressure during the leakage test in pounds per square inch gage.

Allowable leakage at various pressure is shown in Table I (appearing after this Subsection).

3) When hydrants are in the test section, the test shall be made against the closed hydrant.

D. Should the tests show the main to be defective, the Contractor shall remedy such defects and retest the main as specified above. This procedure shall be repeated until the test requirements are met.

**TABLE I**

Allowable Leakage per 1000 feet of Pipeline* - gph						
Avg. Test Pressure psi	Nominal Pipe Diameter - Inch					
	2	3	4	6	8	10
150	0.19	0.28	0.37	0.55	0.74	0.92
125	0.17	0.25	0.34	0.50	0.67	0.84
100	0.15	0.23	0.30	0.45	0.60	0.75

*\*For pipe with 18-ft nominal lengths. To obtain the recommended allowable leakage for pipe with 20-ft nominal lengths, multiply the leakage calculated from the table by 0.9. If the pipeline under test contains sections of various diameters, the allowable leakage will be the sum of the computed leakage for each size.*

If inspection or test shows defects, including visible leaks, such defective work or material shall be replaced at the expense of the Contractor, and inspection and tests shall be repeated. All repairs shall be made with new material; failure to meet the tests specified above will be sufficient cause to reject the work until the defects are satisfactorily repaired. All expenses and costs incurred in carrying out the specified tests shall be borne by the Contractor at no extra cost to the owner or to the State and shall be included in the contract unit price per linear foot bid for the various sizes of installing water main.

The Contractor shall provide an adequate blowoff for use in flushing of the main. Before the water is turned on for use by the consumer from the relocated mains, the owner will conduct bacteriological tests on water samples taken from the blowoff. All expenses incurred in the making of these tests by the owner will be borne by the Contractor. No water shall be turned on for use by the consumer from the newly installed water main until the owner gives final sanitary approval.

Before the final connection is made, all surfaces of the relocated line, and the existing water main that are to become part of the closing joint, including all gaskets and glands, shall be thoroughly cleaned, and shall be treated with a 5% solution of Sodium Hypochlorite. Extreme care is to be exercised in order to prevent the entrance of any contaminants into the main.

All expenses and cost incurred in carrying out the specified sterilization work shall be borne by the Contractor at no extra cost to the owner or the State and shall be included in the contract unit price per linear foot bid for the item Installing Water Main for the various sizes.

Abandoning and/or Removing Existing Water Mains - All existing water mains which are to be abandoned and are located within the limits of excavation shall be removed and become the property of the Contractor. Adjacent pipe openings shall be plugged as required in accordance with the Subsection 202.04 of the Standard Specifications.

Final Location Drawings - Within thirty (30) days after completion of required work, the Contractor shall submit an accurate print or prints showing the horizontal and vertical location of mains, bends and other appurtenances to the Engineer and the owner.

**Method of Measurement:**

The measurement of payment shall be for the installation of the materials listed in the breakout sheet in accordance with the units indicated as Each and the number of Linear Feet of pipe(s) of specified diameter(s) excluding the portion of pipe inserted inside the accessories installed in place, complete and accepted.

**Basis of Payment:**

The quantity of mains and accessories will be paid for at the Contract lump sum. Price and payment shall constitute full compensation for furnishing, transporting and installing the materials, concrete buttresses, pressure testing, sterilizing the water mains and connecting to the existing water main, maintaining service as required and for all labor, equipment, tools and necessary incidentals to achieve and accept operational water main.

No separate payment shall be made for salvaging or abandoning or removing and disposing of existing water mains and cost for such required work shall be incidental to the respective sizes for installing water main.

A breakout sheet attached to the Proposal lists the different elements of work or materials involved in completing this item. The Contractor shall fill in a unit price for each item and the cost (unit price times the proposed quantity). The Lump Sum cost for Item 614508, shall be derived from the total sum of the cost of all items listed. The breakout sheet shall be attached to the Bid Proposal.

The Department reserves the right to delete from the Contract one or more items listed and the right to add or subtract from the quantity of each item. The total price to be paid will be adjusted in accordance with the Contractor's unit prices as required above. There will be no extra compensation or increase in unit prices in the breakout sheet if such additions and/or deletions are made to the quantities.

8/27/14

## **618526 - DRILLED SHAFT FOUNDATIONS**

### **Description:**

This work shall consist of all labor, materials, equipment, and services necessary to perform all operations to complete the installation and integrity testing of drilled shafts. The work shall be completed in accordance with the plans, The State of Delaware Department of Transportation Standard Specifications for Road and Bridge Construction dated August 2001 and this Special Provision.

### **Materials:**

Materials shall meet the following requirements:

#### **A. Hydraulic Cement Concrete**

Portland cement concrete shall conform to the requirements Section 812 and Table 812-A, for Class B concrete. Where not otherwise specified, ACI 336.1-89 shall be followed. Water used in mixing concrete or slurry shall conform to the requirements of Section 803 of the Standard Specifications.

Concrete shall remain workable and maintain a 4-inch slump for up to four hours after placing. If free fall methods are utilized for placement, the maximum coarse aggregate size shall be reduced to 0.5-inches. A slump value range of 7+1 inches shall be provided for all dry uncased holes and a slump range of 7+1 inches shall also be provided when temporary or permanent casing is used. A minimum slump of 6-inches with the addition of a retarder is required when a casing is being withdrawn. A minimum slump of 8+1 inches is required for concrete placed under a drilling fluid. An acceptable water reducing and retarding admixture shall be added to the concrete to produce the specified slump. Under no circumstances shall the admixture cause segregation of the concrete material components. If any admixtures are added to the concrete at the site, the admixture must be added to the concrete by a qualified technician furnished by the Contractor. Immediately after the addition of the admixture, the drum shall be turned a minimum of 30 revolutions, at high mixing speed, until the concrete is thoroughly mixed. The technician shall then test the slump and consistency of the concrete mixture. Under no circumstances shall the Contractor add additional water to the concrete mixture to reach the desired slump. The mix design including any water reducing and retarding admixtures to be used shall be submitted to the Engineer for approval at least 30 days prior to concrete placement.

#### **B. Reinforcing Steel**

Deformed reinforcing bars shall be in accordance with the sizes, spacing, dimensions, and details shown on the plans and shall conform to ASTM A615, Grade 60, and the requirements of Section 824 and Section 603 of the Specifications.

#### **C. Casing**

Casing pipe shall conform to ASTM A 252, Grade 2 as minimum for temporary or permanent application. Casing shall be metal, smooth, clean, watertight, and of ample strength to withstand both handling and driving stresses and the pressure of both concrete and the surrounding earth materials. Thickness of the casings shall not be less than 0.25-inches. The inside diameter of casing shall not be less than the specified size of the shaft. No extra compensation will be allowed for concrete required to fill an oversized casing or oversized excavation. All casings, except permanent casing, shall be removed from shaft excavations. Any length of permanent casing installed below the shaft cutoff elevation shall remain in place.

#### **D. Slurry**

1. Slurry shall be a stable suspension of mineral or polymer in potable water. The Contractor shall anticipate encountering leakage from storm and sanitary sewers, and other agents that may be deleterious to slurry and make provisions to prevent such materials from contaminating the slurry. The Contractor is responsible for and shall modify the slurry mix as required so as to maintain a stable suspension at all times.

2. Slurry shall be of such consistency that the tremie concrete will readily displace it.
3. Additives shall be used in the slurry if needed to maintain the necessary properties.
4. Fluid loss in an open excavation shall be limited to a drop in the slurry level of no greater than 1-inch per hour per 20-feet of excavation depth, and no more than 2-feet total in a 24-hour period.
5. Bentonite slurry shall be mineral slurry of powdered Wyoming or Dakota bentonite, with the following density, viscosity, and pH. Attapulgite mineral slurry may be used for sites with brackish or saline water, and shall conform to the range of values as shown in Table 1. Polymer slurry shall be a suspension of powdered polyacrylamide or vinyl polymer and shall conform to the range of values shown in Table 2.
6. Slurry Testing Density shall be measured by 68 degrees F by the mud density balance, test method FM 8-RP13B-1. Viscosity shall be measured by the Marsh Cone Method, test method FM 8-RP13B-3. The pH shall be measured by test method FM8-RP13B-4.

Notes for Table 1:

- a. Increase density values by 1.86 lb/ft<sup>3</sup> (30 kg/m<sup>3</sup>) in salt water.
- b. At time of concreting, sand content shall not exceed 4% (by volume) at any point in the shaft excavation as determined by the American Petroleum Institute sand content test.
- c. Mixing time shall be a minimum of 10-minutes for mineral slurry.
- d. Storage time to allow hydration shall be a minimum of 6 hours for mineral slurry.

<b>Table 1: Range of Values (at 68°F) for Bentonite Slurry</b>			
<b>Property (Units)</b>	<b>At the Time of Slurry Introduction in the Drilled Shaft</b>	<b>Before Concrete Placement in the Drilled Shaft</b>	<b>Test Method</b>
Density	1025 to 1105 kg/m <sup>3</sup> 63.55 to 68.51 lb/ft <sup>3</sup>	1025 to 1200 kg/m <sup>3</sup> 63.55 to 74.41 lb/ft <sup>3</sup>	Density Balance
Viscosity	30 to 48 seconds/liter 849.5 to 1359.2 seconds/ft <sup>3</sup>	30 to 48 seconds/liter 849.5 to 1359.2 seconds/ft <sup>3</sup>	Marsh Cone
pH	7 to 11	7 to 11	pH paper or meter
Sand Content %	1 max	4 max	200 Sieve Retain

Notes for Table 2:

- a. Increase density values by 1.86 lb/ft<sup>3</sup> (30 kg/m<sup>3</sup>) in salt water.
- b. If desanding is required, sand content shall not exceed 1% (by volume) at any point in the shaft excavation as determined by the American Petroleum Institute sand content test.
- c. Maximum Viscosity by Marsh Cone method shall be in accordance with Manufacturer recommendations.
- d. Mixing time shall be a minimum of 15-minutes for polymer slurry.
- e. Storage time to allow hydration shall be a minimum of 2-hours for polymer slurry.

**Contractor Qualifications:**

This work shall be performed under the supervision of the Contractor's Superintendent, who will be fully knowledgeable and experienced, as defined herein, in the construction of drilled shaft foundations of similar size and in similar geotechnical conditions using both cased and slurry methods. Further, the Contractor and the Contractor superintendent shall have at least five years experience within the last eight years constructing drilled shafts. The Contractor's equipment proposed for use at the site shall have the demonstrated capacity to successfully complete the work within the specified contract time.

At least 30 days prior to the start of drilled shaft construction, the Contractor shall provide the following documentation of his qualifications, experience record, prior project references, and the availability of the equipment suitable to perform the required work. All references shall be currently available personnel who can verify the quality of the Contractor previous work and shall include current name, address, and telephone

number(s). This documentation shall reference the experience of the drilled shaft Contractor and the drilled shaft Contractor's superintendent in responsible charge of the drilled shaft operations. As a minimum, this documentation shall include:

1. Experience in the successful installation of drilled shafts of the sizes shown in the plans and employing construction methods similar to those required at this site. The minimum experience shall consist of five similar-sized projects in the past five years. At least three of the projects shall be sites with similar ground conditions. The person in responsible charge of day-to-day drilled shaft operations shall have prior experience constructing shafts similar to those described in these plans and specifications. That person shall have at least five years in the past eight years constructing drilled shafts and at least two years with the current firm.
2. Experience of subcontractor performing the crosshole sonic logging testing. The crosshole sonic logging subcontractor shall have previous experience in conducting crosshole sonic logging tests on at least 5 drilled shaft projects of similar size in the past five years.

This submission shall be made in conjunction with the submittals of the Drilled Shaft Installation Plan. Upon review of the Contractor's qualifications and the Drilled Shaft Installation Plan described hereafter, the Department expressly reserves the right to not approve the drilled shaft Contractor if, in the opinion of the Department, the Contractor's experience, qualifications or equipment is suspect in its ability to complete the work in a timely manner and in accordance with the specifications.

### **Equipment:**

The Contractor shall furnish all equipment and instrumentation necessary for installation of the shafts.

The excavation and drilling equipment shall have adequate capacity including power, torque, and down thrust to excavate a hole of the maximum diameter shown on the plans and to a depth of 15-feet or 20 percent beyond the maximum depths shown in the contract documents, whichever is greater. Overreaming may be accomplished with a grooving tool, overreaming bucket, or other method approved by the Engineer.

The excavation and overreaming tools shall be of adequate design, size, and strength to perform the work shown in the contract documents or described herein. When the material encountered cannot be drilled using conventional earth augers with soil or rock teeth, drilling buckets, and/or overreaming tools, the Contractor shall provide special drilling equipment including but not limited to: rock core barrels, rock tools, air tools, blasting materials, and other equipment as necessary to construct the shaft excavation to the size and depth required.

The Contractor shall provide equipment that produces a stable slurry suspension and provides mechanical agitation. The Contractor also shall provide a temporary pipeline or other safe methods to transport slurry and provide equipment that removes detrimental quantities of excavated material from the slurry.

### **Site Information:**

Boring logs from the subsurface investigation are included in the contract documents for use by the Contractor. Data on subsurface conditions are not intended as representations or warranties of continuity of such conditions. It is expressly understood that the Department will not be responsible for interpretations or conclusions drawn from the subsurface information by the Contractor. The data is made available for convenience of the Contractor. The Contractor may make additional test borings and other exploratory operations at no additional cost to the Department.

Prior to bidding, the Contractor shall visit and examine the work site and all conditions thereon and take into consideration all such conditions that may affect this work, in accordance with the requirements of Section 102.05 of the Standard Specifications.

### **Submittals:**

The Contractor shall submit to the Engineer for review and approval, an Installation Plan for the construction of drilled shafts not less than 45-days before the start of work. The Installation Plan shall include the following:

- A. Details of environmental control procedures used to prevent the loss of slurry, sediment or concrete into waterways or other protected areas.
- B. Details of measures used to maintain and protect the integrity of existing structures. Include documentation of utility clearance procedure, including but not limited to Miss Utility ticket information (within two weeks of anticipated construction).
- C. List of proposed equipment to be used including cranes, drills, augers, bailing buckets, final cleaning / inspecting equipment, desanding equipment, slurry pumps, sampling equipment, tremie or concrete pumps, casing, and other appurtenances.
- D. Details of overall construction operation sequence and the sequence of shaft construction in bents or groups, including scaled plan and profile showing the location, size and movements of equipment setup and operations. The completion of any required integrity tests shall be noted in this construction operation sequence.
- E. Submit project experience and resumes of the Contractor and Contractor superintendent Qualification.
- F. Details of shaft excavation methods.
- G. When slurry is required, data from the supplier giving the physical and chemical properties of the slurry, details of the method proposed to mix, circulate, desand, and test the slurry.
- H. Method of monitoring and continuously maintaining slurry level in drilled shaft, if applicable. Include method of maintaining stability of drilled shafts in the event of sudden slurry loss or loss of slurry stabilization properties.
- I. Method of monitoring verticality of the shaft excavation during excavation and details of proposed corrective measures to be implemented as necessary.
- J. Methods to clean and inspect the shaft excavation. The use of airlift pipe is required unless otherwise approved by the Engineer at the time of construction. Include details of method for identifying type of bearing material for consistency with design assumptions prior to placement of concrete.
- K. Details of reinforcement placement including support and centralization methods.
- L. The Contractor shall submit a Concrete Placement Plan, including the concrete mix design, including admixtures to be used. Details of concrete placement, curing, and protection. Include method of collecting slurry from the excavation.
- M. Details of method and means to obtain and report record information for each shaft, as required by this Special Provision, as well as copies of proposed forms for maintaining construction logs.
- N. Details of the Pile Integrity Testing Plan. See Pile Integrity Testing of Drilled Shaft Foundations included in the Contract Documents.
- O. Other information shown on the plans or requested by the Engineer.

The Contractor shall not start the construction of drilled shafts until the Engineer has approved the Drilled Shaft Installation Plan. The Installation Plan will be rejected if it is incomplete or inconsistent with this special provision. Such approval by the Engineer will not relieve the Contractor of responsibility for results obtained by the use of the Installation Plan or any of his other responsibilities under the contract.

### **Construction Methods:**

#### **A. Protection of Existing Structures**

All reasonable precautions shall be taken to prevent damage to existing structures and utilities, in accordance with the requirements of Section 107 of the Standard Specifications. These measures shall include but are not limited to, selecting construction methods and procedures that will prevent excessive caving of the shaft excavation, monitoring, and controlling the vibrations from the driving of casing or sheeting, drilling of the shaft, or from blasting, if permitted.

## **B. Construction Sequence**

All excavation of the foundation in which drilled shafts are to be constructed shall be complete before shaft construction begins unless otherwise noted in the contract documents or approved by the Engineer. The Contractor prior to the footing pour shall repair any disturbances caused by shaft installation to the footing area.

## **C. Methods of Drilled Shaft Installation**

Excavations required for shafts shall be performed through whatever materials are encountered, to the dimensions and elevations shown on the plans or otherwise required by the Special Provisions. The method used shall be suitable for the intended purpose and materials encountered. Generally, either the dry method, wet method, temporary casing method, or permanent casing method shall be used as necessary to produce sound, durable concrete foundation shafts free of defects. The permanent casing method shall be used only when required by the contract documents or authorized by the Engineer. When a particular method of construction is required in the contract documents, that method shall be used. If no particular method is specified for use, the Contractor shall select and use the method, as determined by site conditions and subject to approval of the Engineer, which is needed to properly accomplish the work.

### **1. Dry Construction Method**

The dry construction method shall be used only at sites where the groundwater table and site conditions are suitable to permit construction of the shaft in a relatively dry excavation (i.e., less than 3-inches of water accumulates above the final base elevation over a 1-hour period when no pumping is permitted), and where the sides and bottom of the shaft are stable and may be visually inspected by the Engineer prior to placing the concrete. The dry method consists of drilling the shaft excavation, removing accumulated water and loose material from the excavation. Where caving occurs or if there is excess seepage into the drilled shaft, the drilling should be done using an alternate method of construction. Concrete shall be placed in accordance with this provision.

### **2. Wet Construction Method**

The wet construction method, or slurry method, may be used at sites where a dry excavation cannot be maintained for placement of the shaft concrete. The slurry method is useful where a temporary casing cannot be sealed in an impermeable stratum. This method consists of using water or slurry to maintain stability of the hole walls while advancing the excavation to final depth, placing the reinforcing cage, and shaft concrete. Temporary surface casings shall be provided to aid shaft alignment and position, and to prevent sloughing of the top of the shaft excavation, unless it is demonstrated to the satisfaction of the Engineer that the surface casing is not required.

Slurry shall be premixed thoroughly with clean fresh water and adequate time allowed for hydration prior to introduction into the shaft excavation. Adequate slurry tanks will be required. Excavated slurry pits will only be allowed with written permission of the Engineer. Adequate desanding equipment will be required to maintain slurry properties as required by Section II.D of this Special Provision. Steps shall be taken as necessary to prevent the slurry from losing its fluid properties in the shaft excavation, such as, agitation, circulation, and adjusting the properties of the slurry. The level of the slurry shall be maintained at a height sufficient to prevent caving of the hole, and shall at all times be at least 6-feet higher than the elevation of groundwater.

The Contractor shall carry out control tests on slurry to determine density, viscosity, and pH as required by this Special Provision. Tests to determine density, viscosity, and pH values shall be done during the shaft excavation to establish a consistent working pattern.

Prior to placing shaft concrete, the Contractor shall clean the excavation and collect slurry samples from the bottom and at intervals not exceeding 10-feet for the full height of slurry. Any heavily contaminated slurry that has accumulated at the bottom of the shaft shall be eliminated. The slurry shall be within specification requirements immediately before shaft concrete placement. Concrete shall be placed in accordance this Special Provision.

### **3. Temporary Casing Construction Method**

The temporary casing construction method may be used at all sites where excessive caving or seepage could occur. This method typically consists of advancing the excavation through caving material by the wet construction method as in this provision. When a nearly impervious formation is reached, a temporary casing shall be placed in the hole and sealed in the nearly impervious formation. After the drilling fluid is removed from the casing, drilling may proceed as with the dry method to the projected depth. If it is not possible to maintain the seal of the casing, caving or raveling occurs, then the excavation shall be completed using an alternative method. As an alternative to use of the wet excavation method, temporary casing may be installed by drilling, driving or vibratory procedures in advance of excavation to the lower limits of the problem material.

Slurry may be omitted at the discretion of the Engineer if it can be demonstrated that the casing can be installed with only minor caving of the hole. Minor caving shall be considered less than 25% increased volume over theoretical shaft volume, for a section not to exceed ten feet of shaft. If slurry is omitted, casing shall be installed to the final base elevation to allow for inspection of the bearing stratum.

Clean the excavation and test the drilling fluid for compliance according to the Department specifications. Lower the reinforcing steel cage in place and fill the excavation with concrete. Before the casing is withdrawn and while the casing is being withdrawn, the level of fresh concrete in the casing shall be such that all the fluid trapped behind the casing is displaced upward without contaminating the shaft concrete. Concrete placement and pulling of the temporary casings shall be conducted in accordance with the requirements of this provision.

Where drilled shafts are located in open water areas, exterior casings shall be extended from above the water elevation into the ground to protect the shaft concrete from water action during placement and curing of the concrete. The exterior casing shall be installed in a manner that will produce a positive seal at the bottom of the casing so that no piping of water or other materials occurs into or from the shaft excavation.

### **4. Permanent Casing Construction Method**

The permanent casing construction method shall be used only when specified on the plans. This method consists of driving or drilling a casing to a prescribed depth before excavation begins. If the casing cannot be advanced to the prescribed depth prior to beginning excavation operations, the Engineer may require the Contractor to facilitate casing installation by either (1) excavating the material within the casing to the depth that the casing was advanced, or (2) drilling a pilot hole, of a diameter less than 60% of the shaft diameter, down to the final prescribed casing depth. In some cases, overreaming to the outside diameter of the casing may be required in order to advance the casing to the prescribed depth.

The casing shall be continuous between the elevations shown on the plans. Unless shown on the plans, the use of temporary casing in lieu of or in addition to the permanent casing will not be used, except when directed in writing by the Engineer.

After the installation of the casing and the excavation of the shaft are complete, the top of the casing shall be cutoff at the prescribed elevation, final shaft cleaning done, and the reinforcing steel and shaft concrete placed within the portion of the casing left in place as shown on the plans. Concrete shall be placed in accordance with this provision.

### **5. Alternative Construction Methods**

The Contractor may propose alternative methods to prevent caving and control ground water. Such proposals, accompanied by supporting technical data, shall be submitted to the Engineer for review and approval.

## **D. Excavations**

The Contractor shall obtain Engineer's approval of the field locations of the foundations before excavation is begun. Foundation shall be placed, wherever possible, on undisturbed material. The bottom elevation of the drilled shaft and rock socket as shown on the plans may be adjusted during construction when the Engineer determines that the foundation material encountered during excavation is unsuitable or differs from

that anticipated in the design of the drilled shaft. The Engineer may take soil samples or rock cores if so considered necessary to determine the character of the material directly below the shaft excavation. The Engineer will inspect the samples or cores and determine the final depth of required shaft excavation.

The Contractor shall maintain a construction method log during shaft excavation. The construction log shall contain information such as drilling procedures and equipment, details of concrete, reinforcing and casing, the description and approximate top and bottom elevation of each soil or rock material, seepage or groundwater. Also included shall be remarks regarding setbacks or difficulties encountered during shaft construction, including such things as cave-ins, cavities, fluid loss, weather conditions, and equipment malfunctions. Sample drilled shaft log forms indicating the minimum acceptable information are attached to this Special Provision as Appendix A.

Excavated materials, which are removed from the shaft excavation and any drilling fluids used, shall be disposed of offsite in accordance with federal, state and local environmental regulations and the plans and specifications or as directed by the Engineer.

Sidewall overreaming shall be required when the sidewall of the drilled shaft excavation is determined by the Engineer to have softened due to excavation methods, swelled due to delays in concreting, or degraded because of slurry cake buildup. The thickness and elevation of the sidewall overreaming shall be as directed by the Engineer. Overreaming thickness shall be a minimum of 0.5-inches and a maximum of 3-inches. The Contractor shall bear all costs associated with sidewall overreaming. Any drilled shaft concrete over the theoretical amount required to fill any overreaming for shafts, as dimensioned on the plans, shall be furnished at the Contractor expense.

The Contractor shall provide the necessary equipment to remove and dispose of any materials encountered in forming the drilled shaft and rock socket excavation to the dimensions shown on the plans or as directed by the Engineer. No separate payment will be made for either excavation of materials of different densities and character or employment of special tools and procedures necessary to accomplish the excavation according to these specifications.

The Contractor shall provide the necessary equipment to remove and dispose of any materials/rock including removal of obstructions and excavation to the dimensions shown on the plans or as directed by the Engineer. No separate payment will be made for either excavation of materials/rock of different densities and character or obstruction or employment of special tools and procedures necessary to accomplish the excavations in an acceptable fashion.

Drilled shaft and rock socket excavation shall also include removing surface and subsurface obstruction at drilled shaft locations. Such obstructions may include man-made materials, such as old concrete foundations, and natural materials, such as boulders and cobbles.

In alluvial or residual soils containing boulders, cobbles, gravel, sand, silt and clay, when the hole cannot be advanced more than 1-foot in fifteen minutes using approved equipment operating at maximum power, torque, and down thrust, and using conventional augers fitted with soil or rock teeth and drilling buckets, the Contractor shall use special tools.

Special tools and/or procedures shall be employed by the Contractor after the hole cannot be advanced more than 1-foot in fifteen minutes using approved equipment operating at maximum power, torque, and down thrust, using conventional augers fitted with soil or rock teeth, drilling buckets and/or under reaming tools. Such special procedures/tools may include but are not limited to: chisels, boulder breakers or rock breakers or hammer grabs to break up or lift the boulders intact, core barrels, air tools, hand excavation, temporary casing, and increasing hole diameter. Blasting will not be permitted.

#### **E. Lost Tools**

Drilling tools that are lost in the excavation shall be considered obstructions and shall be promptly removed by the Contractor without compensation. All costs due to lost tool removal shall be borne by the Contractor including but not limited to costs associated with hole degradation due to removal operations or the time the hole remains open.

## **F. Cleaning and Excavation Inspection**

The Contractor shall provide equipment for checking the dimensions and alignment of each shaft excavation. The Contractor shall determine dimensions and alignment under the observation and/or direction of the Engineer. Final shaft depth shall be measured after final cleaning.

Shaft cleanliness and the bearing surface will be evaluated and approved by the Engineer. The Contractor shall provide safe access and egress to the Engineer for inspection of the bottom of the excavation prior to placement of reinforcing steel and concrete. After the Contractor has prepared the bottom of the shaft excavation, the Contractor shall notify the Engineer. The Contractor shall coordinate schedules for excavation inspection by the Engineer.

Bottom elevations of drilled shafts and rock sockets shown on the plans are based on design criteria developed by the Engineer and on subsurface conditions depicted on the Engineering Geology sheets included in the plans. The bottom elevations may be adjusted by the Engineer to obtain the required design capacity based on the bearing material encountered during installation of each drilled shaft. The Engineer will be the sole judge as to the classification of the material encountered during drilled shaft excavation.

The Contractor shall not permit any worker to enter the shaft excavation for any reason unless: both a suitable casing has been installed and the water level has been lowered and stabilized below the level to be occupied, and functional and appropriate safety equipment and procedures have been provided to workers entering the excavation as covered under 29 CFR 1910.146. The Contractor shall submit a written permit space program for confined-entry-space in accordance with OSHA 1910.146 to the Engineer for review and approval prior to constructing the drilled shafts.

Prior to placement of reinforcing steel and concrete, the Contractor shall ensure that loose material from the bottom and sides of excavation has been removed, including sediment and water, and that the shaft is within the construction tolerances, listed in this Special Provision. The Contractor shall test the slurry for compliance with these specifications, collecting slurry samples from the bottom and at intervals not exceeding 10-feet for the full height of the slurry.

The Contractor shall be responsible for correcting drilled shafts not constructed within the specified tolerances. Remedial measures, including engineering analysis and redesign, to correct for out-of-tolerance drilled shaft foundations, shall be performed at no additional cost to the Department.

## **G. Reinforcing Steel Cage Construction and Placement**

The reinforcing steel cage consisting of the steel shown on the plans plus cage stiffener bars, spacers, centralizers, and other necessary appurtenance shall be completely assembled and placed as a unit immediately after the shaft excavation is inspected and accepted and prior to shaft concrete placement. Prior to installation of the steel cage in the shaft excavation, inspect and clean the reinforcing steel of materials that may prevent effective bonding. Clear spacing between bars of the rebar cage shall be at least five times the size of the maximum coarse aggregate. Hooks at the top of the rebar cage shall not be bent outward if temporary casing will be used. Similarly, interior hooks must be designed to permit adequate clearance for a concrete tremie pipe (i.e. 12-inches minimum), if concrete is tremied into place. Where clearance is a problem, hooks may be placed on dowels that may be rotated after concrete placement or casing removal and repositioned after the tremie is removed. The concrete must remain fluid during dowel repositioning. Shafts that require a large amount of reinforcing steel shall use bundled longitudinal bars to maintain the minimum clear spacing requirement. The assembled rebar cage outside diameter shall be at least 6-inches smaller than the drilled hole diameter of the shaft and rock socket, which corresponds to at least 3-inches of concrete cover over the rebar.

The reinforcing steel in the shaft shall be tied and supported so that the reinforcing steel will remain within allowable tolerances until the concrete will support the reinforcing steel. When concrete is placed by tremie methods, temporary hold-down devices shall be used to prevent uplifting of the steel cage during concrete placement. Concrete spacers or other approved non-corrosive spacing devices shall be used at sufficient intervals not exceeding 5-feet along the shaft excavation. When the size of the longitudinal reinforcing steel exceeds 1-inch in diameter, the spacing may be increased but shall not exceed 10-feet.

## **H. Concrete Placement, Curing, And Protection**

All concrete placement, consolidation and curing activities shall conform to the requirements of Section 602 of Specifications, and the Contractor approved concrete placement plan, except as otherwise specified herein or as directed by the Engineer

Concrete shall be placed as soon as possible after reinforcing steel cage placement. Concrete placement shall be continuous in the shaft to the top elevation of the shaft. Placement shall continue after the shaft is full until good quality concrete is evident at the top of the shaft.

Concrete to be placed in dry shafts less than 60-feet in length may be placed by allowing the concrete to free fall into the excavation. Limit the segregation of the concrete by placing the concrete through the use of a tube, sectionalized pipe or other means to direct the free fall of the concrete so that it does not strike the sides or reinforcement of the shaft. If water has infiltrated the base of the excavation, it shall be removed prior to placement of the concrete. No more than 1-inch of standing water shall be allowed in the base of an excavation to prevent segregation of the concrete.

Concrete to be placed in water or slurry shall be placed through a tremie or concrete pump. The tremie shall be supported so as to permit free movement or permit rapid lowering when necessary to retard or stop the flow of concrete. The discharge end shall be sealed closed at the start of work so as to prevent water or slurry from entering the tube before the tube is filled with concrete. After placement has started the tremie tube shall be kept full of concrete to the bottom of the hopper. If fluid enters the tube after placement is started, the tremie shall be withdrawn, the discharge end resealed, and the placement restarted. The flow of concrete shall be continuous until the work is completed. The discharge end of the tremie and pump line shall always be located a minimum of 6-feet below the level of the already placed concrete. As concrete is placed in the excavation, the slurry should be collected and properly disposed of as approved by the Engineer. Tremie pipes shall be a minimum of 10-inch diameter and use with a minimum slump of 8-inches. Tremie pipes shall not have aluminum parts that will react with concrete. Pump hoses shall be a minimum of 4-inches in diameter. All tremie pipe, pump hoses and connections shall be watertight and the end of the line must be rigid and straight.

The concrete placing rate shall be not less than 30 cubic yards of concrete per each 1-hour period. The concrete mix shall be of such design that the concrete remains in a workable plastic state throughout the placement of the concrete and the concrete slump at the end of the shaft pouring still measures at least 4-inches.

When the top of shaft elevation is above ground, the portion of the shaft above ground shall be formed with a removable form or a permanent form when specified.

All concrete, except for that placed under water, shall be vibrated to a depth of 5-feet below the ground surface except where soft uncased soil or slurry remaining in the excavation will possibly mix with the concrete. After placement, any exposed surfaces of the shaft concrete shall be protected to allow proper curing. Portions of drilled shafts exposed to a body of water shall be protected from the action of water by leaving the forms in place for a minimum of 7-days after concrete placement.

For at least 48-hours after shaft concrete has been placed, no construction operations within a 50-foot radius that would cause soil movement adjacent to the shaft, other than mild vibration, shall be conducted. A minimum period of fourteen (14) days shall elapse from the last concrete placement in foundation and pedestals to the beginning of erection of a sign structure. After constructing the concrete foundations, backfill the excavation around the foundation using acceptable material, in uniform loose layers, not exceeding 4 inches in depth. Compact by means of acceptable mechanical tampers to the required density.

## **J. Casings and Forms**

When the shaft extends above ground or through a body of water, the portion of the shaft exposed above ground or through a body of water may be formed with removable concrete forms or permanent casing. Removable forms shall be stripped from the shaft in a manner that will not damage the concrete. Forms can be removed when the concrete has attained sufficient strength provided: (1) curing of the concrete is continued for the full 72-hour period in accordance with the requirements of Sections 801 and 602 of the Specifications; (2) the shaft concrete is not exposed to salt water or moving water for 7-days; (3) and the concrete has reached a compressive strength of at least 2500 psi as determined from concrete cylinder breaks.

Temporary casings shall be removed while the concrete remains fluid and workable. The removal of temporary casing shall not be allowed until the level of the concrete placed in the shaft is high enough to withstand the pressure exerted by the surrounding soil, water or drilling fluid. After concreting begins, removal of the temporary casing should begin before the concrete begins to set. Telescoping casing may be used but the bottom end of temporary casing shall be located a minimum of 10-feet below the level of already placed concrete. If the concrete begins to set prior to removal of the casing, the removal of the casing should cease and the casing should be cut off at its current elevation and remain in the ground permanently. The cost of the temporary casing and the cost of template and all negative effects that this casing has on the shaft shall be the responsibility of the Contractor.

Movement of the casing by rotating, exerting downward pressure and tapping to facilitate extraction or extraction with a vibratory hammer will be permitted. Casing extraction shall be at a slow, uniform rate with the pull in line with the shaft axis. Do not damage or displace reinforcing cage when withdrawing casing. If a permanent casing is used as part of the drilled shaft, fill void between permanent casing and shaft excavation with concrete or fluid grout at no additional cost to the Department.

#### **K. Construction Tolerances**

The following construction tolerances shall be maintained in constructing drilled shafts.

1. The drilled shaft shall be within 3-inches of the plan position in the horizontal plane at the plan elevation for the top of the shaft.
2. The vertical alignment of the shaft excavation shall not vary from the plan alignment by more than 1-inch per 3-feet of depth.
3. After all the shaft concrete has been placed, the top of the reinforcing steel cage shall be no more than 6-inches above and no more than 3-inches below plan position.
4. When casing is used, its outside diameter shall not be less than the shaft diameter shown on the plans. When casing is not used, the minimum diameter of the drilled shaft shall be the diameter shown on the plans for diameters 24-inches or less, and not more than 1-inch less than the diameter shown on the plans for diameters greater than 24-inches.
5. After all concrete has been placed, the top elevation of the shaft shall be within 1-inch of the plan top of shaft elevation. The top of the reinforcing steel cage shall be no less than 4-inches below the top of the shaft.
6. The bottom of the shaft excavation shall be normal to the axis of the shaft within 3-inches per 3-feet of shaft diameter.

Completed drilled shaft excavations constructed in such a manner that the concrete shaft cannot be completed within the required tolerances are unacceptable. The Contractor shall submit correction methods for the Engineer approval. Approval will be obtained before continuing with the drilled shaft construction. Materials, engineering and work necessary to effect correction for out-of-tolerance drilled shaft excavations shall be furnished at no cost to the Department.

#### **L. Record Information**

The Contractor shall provide the Department with the drilled excavation information as recorded on the approved log forms. For each drilled shaft foundation installed, the Contractor shall record on drilled shaft installation logs the location, alignment, dimensions, elevation of the top and bottom, depth of the bearing stratum penetration, description of the materials encountered at all elevations, description of any change in excavated material, elevation of the water table during excavation, condition of the bottom of the excavation and bearing surface, slurry test data, concrete data, verticality and deviation from plan location, drilling time for all changing layers, and other data called for on the drilled shaft log form or pertinent to the drilled shaft. The Contractor shall also record the theoretical volume of excavation, volume of concrete placed versus depth, and total volume of concrete placed. The Contractor shall report any observed irregularities to the Engineer within 8-hours of discovery.

When not indicated on the plans, contract documents, or provided by the Engineer, the Contractor is required to report minimum record information in accordance with FHWA Publication No. HI-88-042 rilled Shafts, Appendix G, *Inspection and Reporting Forms*, pp. 535-544. Copies of these reporting forms are included with this Special Provision as Appendix A. Submit draft record information for each completed shaft within 24-hours of completion. Submit final record drawings of each drilled shaft installed no more than three weeks after completion of the work. Maintain daily records of slurry testing in accordance with this Special Provision. Submit records on a daily basis, or more frequently if variation occurs.

### **M.Acceptance of Completed Drilled Shafts**

The acceptance of each drilled shaft will be the decision of the Engineer, based on the results of the shaft integrity testing report(s) and other information on the shaft installation. Rejection of a shaft based on the shaft integrity testing shall require conclusive evidence that a defect exists in the shaft that will result in inadequate or unsafe performance under service loads. If the NDT records are inconclusive, the Engineer may require coring or excavation of the shaft to verify shaft conditions. If a defect is confirmed, the Contractor shall pay for all coring or excavation costs and completing grouting of all core holes. If no defect is encountered, the Department shall pay for all coring or excavation costs, including grouting of all core holes.

If testing discloses voids or discontinuities in the concrete which, as determined by the Engineer, indicate that the drilled shaft is not structurally adequate, the shaft shall be rejected and construction of additional drilled shafts shall be suspended until the Contractor repairs, replaces or supplements the defective work, and the Engineer approves the remedial work. Suspension of drilled shaft construction shall remain in effect until the Engineer approves the Contractor written changes to the methods of drilled shaft construction as necessary to prevent construction deficiencies.

In the case that any shaft is determined to be unacceptable, the Contractor shall submit a plan for remedial action to the Engineer for approval. Any modifications to the foundation shafts and load transfer mechanisms caused by the remedial action will require calculations and working drawings stamped by a registered professional engineer for all foundation elements affected. All labor, calculations, drawings or other documentation and materials required to perform remedial shaft action shall be provided at no cost to the Department and with no extension of the contract time.

### **Method of Measurement:**

Drilled shafts, complete in place, will be measured by the linear foot for each diameter of shaft listed in the estimated quantities. The length will be determined as the difference between the top of the shaft elevation shown on the plans and the final bottom of the surface of the drilled shaft excavation elevation, as authorized, complete, and accepted by the Engineer.

### **Basis of Payment:**

Drilled shafts will be paid for at the contract unit price per linear foot, complete-in-place, and accepted by the Engineer. Such payment will be considered to be full compensation for all costs involved with shaft excavation, using slurry when necessary, removal from the site and disposal of excavated material, the furnishing and placing of concrete and reinforcing steel including all labor, materials, equipment, temporary and permanent casing, and incidentals necessary to complete the drilled shafts to the diameters and depths under the Contract Documents. Additional compensation will not be allowed for concrete required to fill oversized excavations and casings.

10/18/10

## **618527 - PILE INTEGRITY TESTING OF DRILLED SHAFT FOUNDATIONS**

### **Description:**

This work shall consist of all labor, materials, equipment, and services necessary to perform integrity testing of drilled shafts by Crosshole Sonic Logging Methods. The work shall be completed in accordance with the plans, The State of Delaware Department of Transportation Standard Specifications, and the latest edition (including interims) of the AASHTO LRFD Bridge Construction Specifications.

### **Submittals**

The Contractor shall submit to the Engineer for review and approval, an Integrity Testing Plan for the drilled shafts when required by the Special Provisions for Drilled Shafts not less than 45-days before the start of work. The Integrity Testing Plan shall include the following:

- A. Details of method and means to obtain and report record information for each shaft, as required by this Special Provision, as well as copies of proposed forms for maintaining construction logs.
- B. Details of the method to perform integrity testing by Ultra Sonic Crosshole Testing in accordance with ASTM D6760 "Standard Test Method for Integrity Testing of Concrete Deep Foundations by Ultrasonic Crosshole Testing".
- C. Other information shown on the plans or requested by the Engineer

The Contractor shall not start the construction of drilled shafts until the Engineer has approved the Drilled Shaft Integrity Testing Plan. The Integrity Testing Plan will be rejected if it is incomplete or inconsistent with this special provision. Such approval by the Engineer will not relieve the Contractor of responsibility for results obtained by the use of the Integrity Testing Plan or any of his other responsibilities under the contract.

### **Qualifications of Integrity Testing Subcontractor**

This work shall be performed under the supervision of the Integrity Tester, who will be fully knowledgeable and experienced, as defined herein, in the testing of drilled shaft foundations of similar size.

At least 30 days prior to the start of drilled shaft construction, the Contractor shall provide the following documentation of his subcontractors' qualifications, experience record, prior project references, and the availability of the equipment suitable to perform the required testing work. All references shall be currently available personnel who can verify the quality of the Contractor's previous work and shall include current name, address, and telephone number(s). As a minimum, this documentation shall include:

1. Experience of subcontractor performing the integrity testing. The integrity testing subcontractor shall have previous experience in conducting such tests on at least five (5) drilled shaft projects of similar size in the past five years.

This submission shall be made in conjunction with the submittals of the Drilled Shaft Installation Plan. Upon review of the subcontractor's qualifications and the Drilled Shaft Installation Plan described hereafter, the Engineer expressly reserves the right to not approve the drilled shaft Testing Contractor if, in the opinion of the Engineer, the Contractor's experience, qualifications or equipment is suspect in its ability to complete the work in a timely manner and in accordance with the specifications.

### **Integrity Testing By Non-Destructive Testing Techniques**

Drilled shafts shall be tested when required by the Special Provisions for Drilled Shafts with the nondestructive testing (NDT) methods after at least 1 week of curing time has elapsed to allow the concrete to harden sufficiently. The Engineer may allow or specify a longer minimum time if special conditions or other factors result in slower-setting concrete. All NDT testing must be completed within 45 calendar days of concrete placement. The NDT tests shall be undertaken by an experienced and Engineer approved independent testing organization.

1. Pile Integrity Testing shall be by Crosshole Sonic Logging (CSL) Methods. All equipment, procedures and reporting shall be performed in accordance with ASTM D-6760 "Standard Test Method for Integrity Testing of Concrete Deep Foundations by Ultrasonic Crosshole Testing".
2. The full depth of all pipes shall be used for conducting CSL tests. Every combination of tubes shall be tested.
3. Any anomalies/defects indicated by longer pulse arrival times and significantly lower amplitude/energy signals should be reported to the Engineer on-site and any further tests carried out as required to evaluate the extent of such anomalies/defects. Additional tests may be performed in the event any anomalies are detected in the specified logs.
4. A report describing the orientation of the probes during each scan and the results of the scan shall be submitted. Compressive strength testing of the concrete cylinders broken the day of the CSL testing shall be provided with the report.
5. Additional tests may be performed in the event any anomalies are detected in the specified logs.
6. Should an access tube be blocked, the Contractor will determine what appropriate action should be taken in response.

**Method of Measurement and Basis of Payment:**

Pile Integrity Testing will be measured and paid for at the contract unit price for each shaft tested in accordance with ASTM D-6760 "Standard Test Method for Integrity Testing of Concrete Deep Foundations by Ultrasonic Crosshole Testing". Such payment will be full compensation for all costs related to the performance of the tests including documentation and preparation of the report.

11/12/09

**619519 - DYNAMIC PILE TESTING BY CONTRACTOR**

**Description:**

This item shall consist of furnishing all materials, equipment, access, and qualified personnel necessary to perform all high-strain dynamic testing and monitoring of driven piles at the locations designated on the Plans or as directed by the Engineer. The work shall also include analysis and report preparation in accordance with this Special Provision.

**Note:** This Special Provision replaces Special Provision 619500 - Dynamic Pile Testing By DelDOT.

**Materials and Construction Methods:**

All equipment, testing and reporting procedures shall be provided and performed in strict accordance with ASTM D4945 - *Standard Test Method for High-Strain Dynamic Testing of Piles*.

The Contractor shall engage the services of a specialty subcontractor experienced in high-strain dynamic monitoring of driven piles to perform dynamic testing and to evaluate and report results to the Department. The specialty subcontractor shall have at least five (5) years of documented experience in the performance and interpretation of dynamic pile testing. The subcontractor's field engineer or technician, who will be operating the instrumentation and collecting the data, shall have documented experience on at least ten (10) prior projects with similar pile requirements. The field engineer or technician responsible for operating the instrumentation shall be fully capable of understanding and interpreting the data being collected during driving. The specialty subcontractor for dynamic testing shall be selected by the Contractor and submitted for approval by the Engineer a minimum of 10 working days prior to the work beginning. Approval will be based on qualifications and applicable previous experience on other projects.

The Contractor shall provide DelDOT reasonable inspection access along the full length and circumference of all piles prepared for instrumentation attachment prior to the piles being lifted and located in the leads.

Dynamic monitoring instrumentation, including all gages and cables, shall not be installed on the pile until the pile has been lifted and aligned in the leads and the hammer and helmet have been properly set.

Anticipated pile splices shall be made prior to the start of driving so that no splices will be required during the dynamic testing.

The specialty subcontractor shall perform dynamic testing during the entire initial drive and restrike of all piles so designated on the Plans or as otherwise directed by the Engineer. The dynamic testing firm shall continuously monitor the tensile and compressive stresses during driving to ensure that the permissible stress limits provided by the Engineer are not exceeded during driving. Should the driving operation result in stresses that approach or exceed the permissible limits, the dynamic testing firm's equipment operator shall immediately have the hammer stroke reduced or the driving operation stopped in order to prevent pile damage. If non-axial driving is indicated by dynamic test measurements, pile driving shall be stopped immediately and the Contractor shall realign the driving system or take other corrective action, as necessary, before resuming driving.

If the top of pile is damaged or becomes deformed at any time during the dynamic testing of the piles, pile driving shall be stopped and the damaged area cut off in accordance with Section 619 of the Standard Specifications. The remaining pile section shall be properly prepared for gauge installation and inspected by the Department prior to the continuation of driving.

All dynamically tested piles shall be driven to an adequate depth to achieve the minimum tip elevation and the minimum initial driving resistance specified by the Engineer. Should the field data indicate the hammer system is not transferring to the pile the full energy anticipated at the end of initial drive, the Contractor shall increase the hammer stroke and/or driving resistance until the minimum initial drive capacity is displayed on the dynamic testing apparatus. However, in no case, shall the permissible stress limits be exceeded.

The Contractor shall maintain a minimum distance of 1 foot (300 mm) between the pile monitoring gages and the ground surface, water surface, or pile template. If additional ground penetration is required, the driving shall be halted, the gages removed and the pile spliced before proceeding with additional driving and

monitoring. Prior to splicing, the pile splice segment shall be properly prepared for gage installation in accordance with ASTM D4945 and made accessible to DelDOT for inspection. After the pile has been properly spliced and the hammer and leads have been reset, the gages shall be reattached to the new pile segment and the drive continued.

Restriking of all test piles, and certain production piles selected by the Engineer, shall be dynamically tested by the Contractor. The Contractor shall wait up to five (5) calendar days after the completion of initial driving before dynamically testing the restrike of any given pile, unless otherwise specified on the Plans or as directed by the Engineer.

Prior to restrike, the Contractor shall mark the pile in 1 (25 mm) increments for more accurate measurement of pile movement during restrike. The Department may elect to monitor the pile movement more precisely by utilizing a survey level. In such cases, the Contractor shall not proceed with the restrike prior to the Department obtaining its requested survey data. The maximum total number of hammer blows required during restrike will be 30 or the maximum total penetration will be 6 (150 mm), whichever occurs first.

All restrikes shall be performed using the same pile hammer, helmet, and compressed cushion material used to install the piles during initial driving. The pile hammer shall be fully warmed up and operated at full stroke, or as otherwise specified by the Engineer, during the pile restrike. The warm-up procedure shall consist of a minimum of 20 blows of the hammer at full stroke at locations other than the piles to be restruck.

If for any reason, the pile hammer malfunctions, the helmet fails, the cushioning materials fail, or any other component of the pile driving system does not function properly during the pile restrike, the Contractor shall wait up to five (5) calendar days and perform additional restrikes at no additional cost to the Department until the pile driving system operates properly through a complete continuous restrike procedure.

### Reporting

The Dynamic Testing Consultant shall prepare a written report presenting the results of the test pile program in accordance with the requirements of ASTM D4945 including specific discussion of the pile capacity obtained from the dynamic testing, the performance of the hammer and driving system, driving stress levels, and pile integrity. The following data shall also be provided in the report for the full length of driving at intervals of not more than 10 hammer blows: bearing capacity from the Case Goble method, bearing capacity from at least one additional recognized method, input and reflection values of force and velocity, maximum transferred energy, maximum compressive stress, maximum tensile stress, blows per minute, values of upward and downward traveling force wave, ram stroke, pile penetration depth and corresponding blow sequence.

CAPWAP analyses shall be performed for all initial drives and restrikes of dynamically tested piles. A minimum of one (1) CAPWAP analysis shall be performed for a representative blow near the end of each initial drive and a minimum of two (2) representative blows shall be analyzed towards the beginning of the restrike. The Engineer may request, at no additional cost, an average of one additional CAPWAP analysis per initial drive or restrike at selected pile penetration depths.

Within three (3) working days of the completion of each dynamic test, the Contractor's specialty subcontractor shall submit to the Department a report meeting the requirements of this Special Provision that is signed and sealed by a Professional Engineer licensed in the State of Delaware. In addition to the raw data and ASTM D4945 requirements, the report shall include detailed results of the CAPWAP analyses including, but not limited to, all extrema tables; pile profile and pile model tables; simulated load test curves for the tip and top of the pile; the soil parameters used in the analysis by matching the measured and computed values of forces, velocities, and displacements; and static resistance distribution along the length of the pile, in a format approved by the Engineer.

All raw data and computer analyses shall be made available in electronic format to the Department for additional analysis.

The Engineer shall furnish to the Contractor production pile driving criteria and recommended pile order lengths within three (3) working days of receiving complete and acceptable high-strain dynamic testing reports for all associated test piles within the subject pile group.

**Method of Measurement:**

The quantity of Dynamic Pile Testing By Contractor will be measured and paid on an Each basis upon receipt and acceptance of the associated dynamic testing report(s). Each initial drive and each restrike dynamically monitored by the Contractor shall be measured as separate units. In other words, one pile dynamically monitored during initial drive and restrike shall be measured as a quantity of two (2) Each.

**Basis of Payment:**

Payment for Dynamic Pile Testing By Contractor authorized and found acceptable by the Engineer will be made at the Contract unit price per Each for Item 619519. Price and Payment will constitute full compensation for furnishing tools, labor, specialty subcontractor, materials, equipment, analyses, reports, and incidental work required to perform high-strain dynamic pile testing during initial driving and restrikes including providing inspection access to the Department.

10/22/07

**708583 - PERSONAL GRATE FOR PIPE INLET**

**Description:**

This work consists of furnishing all materials, fabricating, delivering and constructing personnel grates for pipe inlets in accordance with the Standard Details, at locations as shown on the Plans, as directed by the Engineer and as required by these Special Provisions.

**Materials:**

Materials shall conform to the requirements of Sections 603 and 612 and shall be galvanized in accordance with Subsection 826.07 including all rebar, hardware and fasteners as shown on the Standard Details.

Working drawings shall be submitted in accordance with Subsection 105.04.

**Construction Methods:**

Personnel grates for pipe inlets shall be constructed based on the Standard Details and at the size and locations shown on the Plans.

**Method of Measurement:**

The number of inlet grates to be paid for under this item shall be the actual number of inlet grates installed and accepted.

**Basis of Payment:**

The quantity of personal grate for pipe inlet will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for furnishing, hauling and installing materials, including bar reinforcement; lock, for excavating including removal and disposal of existing end sections, backfilling, and compacting; for cribbing, shoring, sheeting, coating, and paving; and for all labor, materials, equipment, tools, and incidentals required to complete the work. Design services for the personnel grate for pipe inlet including the preparation and submittal of working drawings shall be incidental to this item.

6/11/2013

**710506 - ADJUST AND REPAIR EXISTING SANITARY MANHOLE**

**Description:**

This work consists of adjusting and repairing existing sanitary manholes in accordance with notes and details on the Plans and as directed by the Engineer.

**Materials and Construction Methods:**

Materials and construction methods shall conform to the applicable requirements of Section 710 of the Standard Specifications, and the Standard Specifications of the owner of the sewer system. If there is a conflict between the Department's Specifications and the Specifications of the owner, the latter will prevail.

**Method of Measurement and Basis of Payment:**

The method of measurement and basis of payment for the item shall be made in accordance with Subsections 710.09 and 710.10 of the Standard Specifications.

8/28/01

**715500 - UNDERDRAIN OUTLET PIPE, 6**  
**715504 - UNDERDRAIN OUTLET PIPE, 8**

**Description:**

This work consists of furnishing and placing underdrain outlet pipe in accordance with the locations, notes and details shown on the Plans and as directed by the Engineer.

**Materials and Construction Methods:**

The materials and construction methods for underdrain outlet pipe shall conform to the applicable requirements of Section 715 of the Standard Specifications, except there shall be no requirements for filter fabric and Del. No. 8 stone around the pipe and the pipe shall not be perforated. The material for underdrain outlet pipe shall be the same as for perforated pipe underdrains.

The installed under drain outlet pipe shall be video inspected in accordance with Subsection 715.07 of the Standard Specifications.

**Method of Measurement:**

The quantity of underdrain outlet pipe will be measured from end to end in linear feet (linear meters) of pipe completed and accepted.

**Basis of Payment:**

The quantity of underdrain outlet pipe will be paid for at the Contract unit price per linear foot (linear meter) of the diameter as specified on the Plans. Price and payment will constitute full compensation for furnishing all materials, excavation and backfilling, connectors, bolts to block outlet opening to prevent small animals from entering, video inspection for all labor, tools, equipment and incidentals to complete the item.

10/29/01

**720585 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 1 - 31**  
**720586 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 2 - 31**  
**720588 - GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3 - 31**

**Description:**

This work consists of furnishing and installing an impact attenuating guardrail end treatment in accordance with the locations, notes and details on the Plans, the Standard Construction Details, these Special Provisions, and as directed by the Engineer.

**Materials:**

The end treatment system shall meet the requirements of NCHRP Report No. 350 Test Level 3. The Guardrail End Treatment, Type 1 shall be designed for installation parallel to the roadway. The Guardrail End Treatment, Type 2 shall be designed for installation with the end flared back from the roadway. The Guardrail End Treatment, Type 3 shall be designed for installation where 2 runs of guardrail come together.

The entire end treatment shall be designed for quick and easy replacement after an impact.

Guardrail End Treatment Attenuator Type 1 shall have a minimum of 2 square feet (0.2 square meters) of yellow retroreflective material on the nose. Guardrail End Treatment Attenuator, Type 2 and Type 3 shall have a minimum of 3 square feet (0.3 square meters) of yellow retroreflective material on the nose.

The Contractor shall submit shop drawings, the manufacturer's certification, and the manufacturer's installation instructions to the Engineer. Installation cannot begin until these submissions have been approved by the Engineer.

**Construction Methods:**

The end treatment system shall be fabricated and installed in accordance with the manufacturer's recommendations and details shown on the Plans.

The end treatment system shall be installed so that there is no rigid object projecting more than 4 (100 mm) above ground level in that portion of the attenuator impacted and broken away by an errant vehicle. It is the intent that the errant vehicle not be snagged by an embedded component of the end treatment attenuator.

The grading between the edge of pavement and the end treatment shall be 10:1 or flatter for the length of the end treatment.

Reflectorized washers are not to be used on attenuators unless specified and/or approved by the manufacturer.

The Guardrail End Treatment Attenuator, Type 1 shall be installed with steel tubes and soil plates for the first 4 (min.) wood post. As an alternate, the first 4 (min.) post may be hinged, breakaway steel post if the manufacturer's specifications permit.

Unless otherwise noted on the Plans, the Guardrail End Treatment Attenuator, Type 1 shall be installed with a 25:1 taper beginning 50' (15 m) from the end of the end treatment.

**Method of Measurement:**

The quantity of guardrail end treatment attenuators will be measured as the number of each type fabricated, installed and accepted.

Note: All guardrail end treatment attenuators will be considered as 50 feet (15 meters) long. The 50' (15 m) length will begin at the center of the nose post and extend back along the attenuator and guardrail to which it is attached. Any guardrail within the 50' (15 m) length will be considered as part of the guardrail end treatment attenuator and not be measured separately. Measurement for the guardrail will begin 50' (15 m) from the center of the nose post of the attenuator.

**Basis of Payment:**

The quantity of guardrail end treatment attenuators will be paid for at the Contract unit price per each type of guardrail end treatment attenuator. Price and payment will constitute full compensation for furnishing all materials, fabrication and installation and for all materials, labor, equipment, tools and incidentals required to complete the work.

**Note:** When this item is completely installed, the Contractor may notify the Engineer and request acceptance. The Engineer will make an inspection of the installation and the Contractor shall correct any deficiencies. Once the corrective work is completed to the satisfaction of the Engineer, the installation will be accepted and the Contractor will be relieved from the responsibility for this item. If this item is damaged before the final acceptance of the project, and the damage is not the result of the Contractor's negligence, the Engineer will notify the Contractor to make repairs, and the Contractor will make repairs at the unit price bid (in the case of complete replacement) or at a negotiated price (in the case of partial replacement or repair). Damage caused by the Contractor shall be repaired at no cost to the Department.

8/12/2013

**727507 - BRIDGE SAFETY FENCE**

**Description:**

The work consists of furnishing all materials and constructing bridge safety fence in accordance with these specifications, notes and details on the Plans and as directed by the Engineer.

**Materials:**

All material shall meet the applicable requirements of Section 727 and shall be as noted below unless shown otherwise on the Plans:

Fabric shall be #9 Gage (3.76 mm Dia.) having a 1" Diamond Mesh with top and bottom selvage to be knuckled. Fabric shall be a continuous across all joints (Aluminum Alloy 6061-T94).

All posts, braces, fittings and hardware shall be Aluminum Alloy 6061-T6, unless noted otherwise on the Plans.

All base plates shall be Aluminum Alloy 6061-T6. Aluminum surfaces placed in contact with concrete shall be given a heavy coat of Aluminum Pigmented Alkaline Resistant Bituminous Paint equal to Federal Specifications TT-C-001079a.

Material for anchor bolts shall be ASTM. A276, Type 302 or A36 Steel may be used for the embedded portion.

**Construction Methods:**

Construction methods shall conform to the applicable requirements of Section 727 of the Standard Specifications, notes and details on the Plans, and as described herein.

All longitudinal rails shall be parallel to the top of parapet. All posts shall be set normal to the top of parapet for roadway grades 6% or less; and for grades over 6% posts shall be set plumb.

The chain link fence shall be true to line, taut and shall comply with the best practice for fence construction of this type. Parts and rails shall be permanently positioned before fabric is placed. Any defects uncovered during the process of inspection of welds on base plates and/or poles and/or elsewhere shall be repaired or replaced at the sole expense of the Contractor.

**Method of Measurement:**

The quantity of bridge safety fence will be measured in linear (feet)meters along the line of the fence from end to end. Any anti-climb shields or other appurtenances shall not be measured for payment but shall be included in the linear meter cost of the bridge safety fence.

**Basis of Payment:**

The quantity of bridge safety fence will be paid for at the Contract unit price per linear foot(meter). Price and payment will constitute full compensation for furnishing and placing all materials including posts, rails, anti-climb shields, all accessories; for all labor, tools, equipment and necessary incidentals to complete the work.

6/11/99

**727555 - RIGHT-OF-WAY MARKER, CAPPED REBAR**

**Description:**

Furnish necessary materials and labor to set at the locations shown on the Plans, and as directed by the Engineer.

**Materials:**

Provide Right-of-Way Marker, Capped Rebar constructed in accordance with the details shown in the Standard Construction Details using materials specified in:

Bar Reinforcement	Section 603
Aluminum 2" Flat Survey Marker for Rebar	As Submitted and approved by Engineer

**Construction Methods:**

- A. Exact location to be set by a Delaware Professional Land Surveyor in accordance with the plans or as directed by the Engineer;
- B. Place Rebar in a vertical position at depth shown on the plans;
- C. Place Aluminum 2" flat survey marker on rebar taking care not to move the location of the rebar.

**Method of Measurement:**

Right-of-Way Marker, Capped Rebar will be measured as the actual number of Right-of-Way Marker, Capped Rebar set and accepted.

**Basis of Payment:**

The quantity of Right-of-Way Marker, Capped Rebar will be paid for at the Contract unit price per Each. Price and payment will constitute full compensation for furnishing all materials required and setting the Right-of-Way Marker, Capped Rebar by a Delaware Professional Land Surveyor and any incidentals necessary to complete the item. Existing Right-of-Way Marker, Capped Rebar damaged will be replaced as required by Subsection 107.09 of the Standard Specifications and will be repaired, replaced, and set at the Contractor's expense.

9/15/11

**735535 - SOIL RETENTION BLANKET MULCH, TYPE 5**  
**735536 - SOIL RETENTION BLANKET MULCH, TYPE 6**  
**735537 - SOIL RETENTION BLANKET MULCH, TYPE 7**

**Description:**

This work consists of furnishing, placing and anchoring soil retention blanket mulch over seeded areas in accordance with notes and details on the Plans, these specifications and direction of the Engineer.

**Materials:**

The blanket mulch shall be one of the pre-approved products listed in the Approved Product List (APL) at the time of bid, for the type(s) of mulch required on the Plans.

Pre-approval procedures and the current APL may be obtained by writing to the Stormwater Engineer, Delaware Department of Transportation, P. O. Box 778, Dover, DE 19903 or calling (302) 760-2177 or viewing DelDOT's web page at [www.deldot.net/business](http://www.deldot.net/business). The Contractor shall submit an 8" x 8" (200 mm x 200 mm) sample to the Stormwater Engineer to verify pre-approval. Also, the Contractor shall submit manufacturer's literature, including installation recommendations, to the Engineer.

The products on the APL have been used extensively on DelDOT projects with satisfactory results and/or have received satisfactory evaluations by the NTPEP (National Transportation Product Evaluation Program).

Soil Retention Blanket Mulch, Types 5, generally referred to as erosion control blankets (ECB), shall be composed entirely of 100% biodegradable material.

Soil Retention Blanket Mulch, Types 6 and 7, generally referred to as turf reinforcement mats (TRM), shall be composed of mostly non-degradable material.

In order for a product to be added to DelDOT's Approved Product List and be eligible for use in DelDOT's construction and maintenance works, the product must meet the above guidelines and receive a satisfactory evaluation by NTPEP. The Department will remove products from the APL when field performance is unsatisfactory.

**Types of Soil Retention Blanket Mulch Application**

- Type 5.** Top-soiled grass swale at maximum design shear stress less than or equal to 2 pounds per square foot (96 Pascals)
- Type 6.** Top-soiled grass swale at maximum design shear stress greater than 2 pounds per square foot (96 Pascals) and less than or equal to 6 pounds per square foot (287 Pascals)
- Type 7.** Top-soiled grass swale at maximum design shear stress greater than 6 pounds per square foot (287 Pascals) and less than or equal to 8 pounds per square foot (383 Pascals)

**Construction Methods.** The soil retention blanket mulch, shall be placed immediately after seeding operations have been completed or as approved by the Engineer, but in no case shall this period exceed 24 hours from the completion of the seeding operation. Prior to seeding and mulching, the area to be mulched shall be tracked, free of ruts, rocks or clods over 1 1/2 inches (40 millimeters) in maximum dimension and all sticks or other foreign materials which will prevent the close contact of the blanket with the soil. If as a result of rain, the prepared bed becomes crusted or eroded or if any eroded areas, ruts or depressions exist for any reason, the Contractor shall retrack and reseed the eroded areas.

Except for sprayed blanket mulch installation and anchorage of the soil retention blanket mulch shall be in accordance with notes and details in the Plans and the following DelDOT Standard Construction Details:

- Standard No. E-9 for rolled blankets under Type 5
- Standard No. E-25 for blankets under Types 6 and 7

Should the installation requirements of the manufacturer be more stringent than the above, the manufacturer's requirements shall govern.

Sprayed blanket mulches shall be applied as per the manufacturer's instructions and recommended rate. No application shall be permitted if rain is anticipated within 24 hours as determined by the Engineer.

**Method of Measurement:**

The quantity of soil retention blanket mulch will be measured in square yards (meters) of each type soil retention blanket mulch installed and accepted. Measurements for calculating the number of square yards (meters) will be made along the surface of the area covered. Overlaps of materials of any kind will not be measured.

**Basis of Payment:**

The quantity of soil retention blanket mulch will be paid for at the contract unit price per square yard (meter) per each type. Price and payment will constitute full compensation for furnishing and placing all materials; for all methods of anchorage and securement; for repairing any loose or raised pins or pegs or any loose, torn, or undermined fabric; and for all labor, equipment, tools, and incidentals required to complete the work.

1/29/2013

744500 - CONDUIT JUNCTION WELL, TYPE 6, PRECAST POLYMER CONCRETE  
744506 - CONDUIT JUNCTION WELL, TYPE 7, PRECAST POLYMER CONCRETE  
744507 - CONDUIT JUNCTION WELL, TYPE 8, PRECAST POLYMER CONCRETE  
744508 - CONDUIT JUNCTION WELL, TYPE 9, PRECAST POLYMER CONCRETE  
744509 - CONDUIT JUNCTION WELL, TYPE 10, PRECAST POLYMER CONCRETE  
744520 - CONDUIT JUNCTION WELL, TYPE 1, PRECAST CONCRETE  
744523 - CONDUIT JUNCTION WELL, TYPE 4, PRECAST CONCRETE  
744524 - CONDUIT JUNCTION WELL, TYPE 5, PRECAST CONCRETE  
744530 - CONDUIT JUNCTION WELL, TYPE 11, PRECAST CONCRETE/POLYMER LID-  
FRAME  
744531 - CONDUIT JUNCTION WELL, TYPE 14, PRECAST CONCRETE/POLYMER LID-  
FRAME  
744532 - CONDUIT JUNCTION WELL, TYPE 15, PRECAST CONCRETE/POLYMER LID-  
FRAME

**Description:**

This work consists of supplying, constructing and installing conduit junction wells as shown on the applicable Plan Sheets or Standard Construction details

**Materials:**

Concrete shall conform to Section 812, Class B of the Standard Specifications.

Castings shall conform to Section 708.05 of the Standard Specifications.

Frames and lids shall be in accordance with Sections 708 and 744 of the Standard Specifications.

All required hardware and wire for Bonding and Grounding as shown on the Standard Construction or applicable Plan details.

Types 6, 7, 8 and 10 are precast polymer concrete stackable boxes with no base.

Precast polymer concrete is reinforced by heavy-weave fiberglass with a compressive strength of 9,000-15,000 psi, impact energy of 30-72 ft. lbs. and a tensile strength of 800-1,100 psi. Precast polymer concrete should be tested according to the requirements of ASTM Method D-543, Section 7, Procedure 1 for chemical resistance.

All precast polymer concrete covers shall be the heavy-duty type with a design load of 15,000 lbs. over a 10" square. The coefficient of friction should be greater than 0.5. The precast polymer concrete cover logo shall bear the inscription "DelDOT" (Types 6, 8, and 10) or "DelDOT TRAFFIC FIBER OPTICS" (Type 7).

Types 11, 14, and 15 are precast polymer frame and lids installed on a precast concrete base. Precast polymer concrete frame and lids shall be the heavy-duty nonconductive type with a design load of 15,000 lbs. over a 10" square. The coefficient of friction should be greater than 0.5. The precast polymer concrete lid logo shall bear the inscription "DelDOT ELECTRIC"(Types 11, 14, and 15)

**Construction Methods:**

The conduit junction well shall conform to the dimensions shown on the Standard Construction or applicable Plan Details, or on the manufacturer's specifications and shall be built so as to ensure that the cast iron frame and lid or polymer concrete box and cover are set level with the surrounding surface when constructed within pavement, sidewalks, pedestrian curb ramps, etc., and set above grade and graded to drain away from the junction well when constructed in unpaved areas. More than one conduit may extend into the well and shall conform to the dimensions shown on the applicable plan sheets or Standard Construction Details. A stone base shall be built for all types of junction wells. Grounding and bonding of the units shall be performed as shown on the plans or Standard Construction details.

**Method of Measurement:**

The quantity of junction wells shall be the actual number of conduit junction wells by type, that are supplied, constructed, complete in place, and accepted, including cast iron frames and lids with grounding lugs, precast polymer concrete frame and covers, or precast polymer concrete covers, stone base, bonding, grounding, and splicing if required. Frames and lids or precast polymer concrete covers must be installed prior to acceptance of this item.

Payment for all conduits extending into the junction well shall be included in the items for conduit installation.

The length of ALL conduits within a junction well shall conform to the Standard Construction or applicable Plan Details or as directed by Engineer. Payment for cutting existing conduit as directed by Engineer, where a junction well is replaced with a larger type of junction well is included in the bid price. The removal and replacement of cables within the conduits to be shortened shall be handled under other items of this contract.

**Basis of Payment:**

Payment for conduit junction wells as measured above shall be made at the Contract unit price per each junction well of the type indicated, completely installed and constructed, including excavation, backfilling, and stone base. Price and payment will constitute full compensation for all labor, equipment, tools, and incidentals required to complete the work.

2/29/12

**744544 – ADJUST OR REPAIR EXISTING CONDUIT JUNCTION WELL**

**Description:**

This work consists of adjusting or repairing existing conduit junction wells, including furnishing all materials, in accordance with this specification, notes and details on the applicable Plans, the Standard Construction Details, and as directed by the Engineer. If Bonding and Grounding of the unit is required, that work will be paid for under “Bonding and Grounding Existing Junction Well”.

**Materials:**

Portland cement concrete shall conform to the requirements of Section 812, Class B.

Mortar shall conform to the requirements of Section 611.

Brick shall conform to the requirements of Section 611.

Concrete block shall conform to the requirements of Section 819.

**Construction Methods:**

Repair of conduit junction wells includes repairing/patching the masonry walls and resetting existing frames and lids or precast polymer concrete covers.

Adjusting involves raising the elevation of the frame and lid to match the grade of the surrounding area.

**Method of Measurement:**

The quantity of conduit junction wells adjusted or repaired will be measured as the actual number of conduit junction wells adjusted or repaired and accepted. If a new frame and lid or precast polymer concrete cover is needed, it will be supplied under a separate item.

**Basis of Payment:**

The quantity of conduit junction wells will be paid for at the Contract unit price per each junction well. Price and payment will constitute full compensation for excavating, backfilling, compacting and disposing of excess materials, for furnishing and placing all materials and for all labor equipment, tools and incidentals required to complete the work.

2/29/12

**745503 - RELOCATING UNDERGROUND ELECTRICAL CONDUIT**

**Description:**

The item shall consist of furnishing all materials and relocate the existing underground electrical conduit with cables in accordance with the notes, details on Plans and as directed by the Engineer.

**Materials and Construction Methods:**

Galvanized conduit and fittings for the cable shall conform to the requirements of Section 745 of the Standard Specifications.

Cables for the electrical system shall be 2 - 12 AWG and shall meet the requirements of the National Electrical Code.

Junction Box with epoxy resin coated enclosures shall be as manufactured by Hoffman or an approved equal.

The conduit for the underground cable shall be installed in accordance with the applicable requirements of Section 745, Conduits, of the Standard Specifications, 1985.

The Contractor shall use necessary caution not to score, cut, twist or damage the cable while pulling through the conduit. Soapstone powder may be used as lubricant where strain on the cables is likely to be excessive. All electrical work shall be performed by a Certified Electrician.

**Basis of Payment:**

The payment for the item shall be made for at the contract unit price bid per Linear Foot for "Relocating Underground Electrical Conduit", which price and payment shall constitute full compensation for furnishing and installing all materials, including but not limited to conduit, cables, junction boxes, elbows and sleeves, concrete, excavation and backfilling, removal and disposal of existing electrical cables and conduit, for all labor, tools, equipment, and necessary incidentals to complete the item.

- 745601 – FURNISH & INSTALL UP TO 3” FLEXIBLE METALLIC-LIQUIDTIGHT CONDUIT**
- 745602 - FURNISH & INSTALL UP TO 4” SCHEDULE 80 HDPE CONDUIT (BORE)**
- 745603 - FURNISH & INSTALL UP TO 4” SCHEDULE 80 PVC CONDUIT (OPEN CUT)**
- 745604 - FURNISH & INSTALL UP TO 4” SCHEDULE 80 PVC CONDUIT (TRENCH)**
- 745605 - FURNISH & INSTALL UP TO 4” SCHEDULE 80 PVC CONDUIT (ON STRUCTURE)**
- 745606 - FURNISH & INSTALL UP TO 4” GALVANIZED STEEL CONDUIT (TRENCH)**
- 745607 - FURNISH & INSTALL UP TO 4” GALVANIZED STEEL CONDUIT (BORE)**
- 745608 - FURNISH & INSTALL UP TO 4” GALVANIZED STEEL CONDUIT (OPEN CUT)**
- 745609 - FURNISH & INSTALL UP TO 4” GALVANIZED STEEL CONDUIT (ON STRUCTURE)**

**745610 - FURNISH & INSTALL UP TO 4” NONMETALLIC POLE RISER SHIELD**

**Description:**

Furnish and install HDPE, PVC, or Galvanized steel conduits of any size less than or equal to 4 inches in diameter (3 inches or less for Flexible Metallic Liquidtight Conduit) as described below.

**Materials:**

All conduits shall be UL listed.

**HDPE Conduit** - 4" or less diameter, high density polyethylene (HDPE) schedule 80, smooth wall conduit with permanently pre-lubricated lining, meeting ASTM D2447, ASTM D3035 and NEMA TC7 specifications.

**PVC Conduit** - 4" or less diameter, schedule 80 rigid polyvinyl chloride (PVC) conduit, meeting Commercial Standard CS-272-65 (PVC), ASTM D-1785 and U.C. Standard 651 specifications.

**Galvanized Steel Conduit** - 4" or less diameter, rigid galvanized steel conduit meeting National Electric Code 2002, Article 344.

**Nonmetallic Pole Riser Shield** – 4” diameter or less nonmetallic pole riser shield with belled ends meeting NEMA TC-19 specifications.

**Flexible Metallic-Liquidtight Conduit** – meets National Electric Code 2002, Article 350

**Weatherhead for galvanized or PVC conduit** – material shall match the adjoining conduit

**Insulated grounding bushing with knockouts** - meet or exceed UL 514 B

**Condulets for conduit sizes** - material shall match the adjoining conduit

**Anchors** - A 307, Galvanized per A 153

**One hole conduit hangers** - Steel City Series 6H or 6H-B, CADDY CD3B Rigid Conduit Hanger, or approved equal

**End caps** - material shall match the adjoining conduit

**LONG sweep sections for conduit sizes** - material shall match the adjoining conduit, and shall be manufactured 90 degree sweeping bends.

**Construction Methods:**

**General Installation Requirements** - The Department has the right to reject any installation method proposed for a given work site. PVC shall not be installed under existing pavement unless it is on a continuous roll or with the Engineer’s written approval.

Conduit installed underground shall be installed in a straight line between terminal points. In straight runs, junction well spacing shall be no more than 600 feet for fiber optic conduit or no more than 300 feet for copper in conduit, or as directed by the Engineer. If bends are required during installation, they must be manufactured sweeping bends. The Engineer will be consulted before any bends are installed to ensure that the proper arc is provided.

Conduit shall have a minimum cover as measured from the finished grade of 24 inches and a maximum cover of 48 inches.

The opening shall be filled half way with the cover material, and tamped down firmly before filling in the remainder of the opening. Additional lifts shall be used as required to install the metallic warning tape at the specified depth. All cover material shall be free of rocks, debris, vegetation or other deleterious material that may damage the conduit. An underground utility warning tape shall be installed as specified in this section and the remainder of the fill shall be added, tamping down the top layer.

Conduit not terminated to a base or in a junction well shall be terminated 2 feet beyond the edge of the pavement unless otherwise directed by the Engineer, and properly capped. Tape is NOT an approved method. Conduit shall not extend more than 3 inches inside a junction well. See Standard Construction Details or applicable Plan Details for typical methods of termination.

All underground conduits shall be marked in the ground with a metallic warning tape. The marking tape shall be buried directly above the conduit run that it identifies, at a depth of approximately 12 inches below final grade. The tape identifying ALL conduits shall be at least 6 inches wide, and have a minimum thickness of 3 mils and 500 percent elongation.

The color of the metallic warning tape identifying fiber optic cable should be bright orange (preferably AULCC orange), and shall read "WARNING - OPTICAL CABLE" or other wording approved by the Engineer that conveys the same message. The color of the tape identifying all other cables shall be bright red, and shall read "WARNING —BURIED ELECTRIC BELOW" or other wording approved by the Engineer that conveys the same message.

Using conduit tools, rigid metallic conduit shall be cut, reamed, and threaded. The thread length shall be as necessary to ensure that the sections of conduits when screwed into a coupling and tightened correctly will butt together and the joint will be watertight. A three-piece threaded union, as approved by the Engineer, shall be used to join two threaded lengths of conduit in the case where a standard coupling will not work. A threaded union shall not be used in a conduit run that is to be driven. At no time is a threadless coupling or a split-bolt coupling to be used for direct buried conduit.

All lengths of HDPE conduit shall be connected with irreversible fusion couplings. Mechanical and removable couplings will not be accepted.

All lengths of PVC conduit shall be connected by one conduit end fitting inside the flared end of the other conduit section. If this is not possible, then a coupling may be used. Regardless of how connection is made, all joints shall be sealed with the appropriate epoxy to ensure that the two conduit pieces bond to one another to form a solid waterproof link. Using conduit tools, the conduit shall be cut and prepared. If approved by the Engineer, a coupler module may be used where conduit segments do not align properly to allow the flared end of one conduit segment to mate with the normal end of the other segment.

Sealed end caps (with knockouts if empty) shall be placed on the ends of all conduits, after compressed air has been used to clear all foreign matter.

If not already pre-installed by the manufacturer, a polyester or polypropylene pulling rope or tape (fish wire) with a minimum rated strength of 1250 pounds shall be installed in each conduit for future use. In instances where the Contractor installs the cable, the fish wire may be eliminated.

All PVC and HDPE conduits shall have a continuous metallic trace wire installed for the entire length of the conduit run for all fiber installations.

**Installation Of Conduit Under Existing Pavement, Directional Bore -**

Directional bore shall be used for installation of conduits under existing pavement with a conduit diameter not less than 1-1/2". The size of a bore shall not exceed the outside diameter of the conduit by more than 1 inch. If it does, cement grout shall be pumped into the void. **Only HDPE and/or Galvanized Steel conduit may be installed by Directional Bore methods.**

**Installation Of Conduit Under Existing Pavement, Open Cut -**

Installation by sawcutting the full pavement depth and removing the existing pavement with an excavator or by hand methods, shall be used only for conduits not less than 1-1/2" diameter. The Engineer must first approve all open cutting of roadways. The width and length of open cut and patch restoration materials shall be as shown on the plan details. The Contractor shall be responsible for the removal of all cut pavement and surplus excavation, and for the replacement and correction of any damaged pavement outside the sawcut limits after the conduit(s) are installed. Asphalt pavement, concrete, base course, sawcutting, and/or borrow from an outside source as required to restore the roadway will be paid for separately under their respective bid items.

**Installation Of Conduit Under Existing Pavement, Unpaved Trench -**

Trenching or other approved method shall be used for installation of conduit in unpaved trench or under new pavement. Backfill in conduit trenches shall be compacted thoroughly as it is being placed. At the discretion of the Engineer, sod, that must be removed for the placement of conduit, shall be removed either by the use of an approved sod cutter and then replaced, or 6 inches of topsoil shall be placed and the surface seeded in accordance with Section 734001 - Seeding. In areas where new pavement is to be placed or in areas where total reconstruction is taking place, sodding or seeding may not be required by the Engineer. Sodding and/or topsoil from an outside source if required will be paid for separately under their respective bid items. Seeding is considered incidental to the conduit item.

**Installation Of Conduit On Structure -**

Conduit installed on structure shall consist of drilling anchors into concrete, brick, stone, steel or wood and mounting the conduit with the proper clamps or hangers. The conduit shall be attached to the structure by use of one-hole conduit hangers and approved anchors not more than 36 inches apart. Any 90-degree turns in the conduit run shall be accomplished by placing the proper size and type manufactured sweeping bends for the application needed.

**Installation of Nonmetallic Riser Shield or Flexible Metallic Liquidtight Conduit -**

Riser Shield and/or Flexible Metallic Liquidtight Conduit installed on wood poles, metal poles, structures, and/or mast arms shall be installed in a straight line. The conduit, when attached to poles, shall be attached with 2-hole straps spaced not more than 36 inches apart with the top-most strap being 12 inches from the weatherhead and the lower-most being 12 inches from the conduit. A weatherhead matching the diameter of the conduit shall be installed on the upper end of the conduit. A conduit of the same size as the conduit being installed, but not smaller than 2 inches shall be placed 48 inches above finished grade. Install two, 2-hole straps of the proper size, evenly spaced below the conduit. Nonmetallic pole risers (U-guard) shall be installed on poles to allow interduct to be connected directly to messenger cable. The underground conduit shall be as close to the base of the pole as possible. If the nonmetallic pole riser or metallic liquidtight conduit is not the same size as the conduit, an adapter shall be used at no additional cost to the Department. The nonmetallic pole riser or metallic liquidtight conduit shall be attached to the pole with 1/4" x 1-1/2" galvanized lag bolts with washers. Lag bolts will be used every 36 inches on BOTH sides of the nonmetallic pole riser or liquidtight conduit, and in the top most and bottom most set of slots. Flexible metallic liquidtight conduit shown on the plans to be installed on mast arms or on metal structure shall also include stainless steel banding placed at a maximum of 5 feet intervals.

**Method of Measurement:**

The quantity of conduit or riser shield installed as specified, shall be measured as the number of linear feet of each conduit or riser shield installed as specified, complete in place, and accepted.

The length of each conduit installed under existing pavement by a directional bore or by open cutting the

pavement shall be measured along the path of the bore or open cut, from the point that cannot be trenched to the point that trenching can resume.

The length of any conduit that is reduced or divided (with a junction well or conduit body) shall be measured as part of the larger conduit.

**Basis of Payment:**

The quantity of conduit or riser shield will be paid for at the Contract unit price per linear foot. Price and payment shall include full compensation for furnishing all conduit and/or riser shield materials, equipment, labor, and incidentals necessary to complete the item.

For conduit installed by Directional Bore, the linear foot payment also includes excavation and backfilling for Bore Equipment, placing the conduit, caps if required, and all other requirements and incidentals listed in the body of this specification.

For conduit installed by Open Cutting existing pavement, the linear foot payment also includes excavating, backfilling, placing the conduit, disposal of excess materials, and all other requirements and incidentals listed in the body of this specification.

For conduit installed in an Unpaved Trench, the linear foot payment also includes excavating, removal of sod if required, backfilling, placing the conduit, disposal of excess materials, replacing excavated on-site sod if required, seeding if required, and all other requirements and incidentals listed in the body of this specification. Sod and/or topsoil furnished from an outside source, will be paid for separately.

For conduit installed on a structure, the linear foot payment also includes furnishing and installing anchors and hangers, removal of excess materials, and all other requirements and incidentals listed in the body of this specification.

For riser shield or flexible metallic conduit installed on poles, mast arms, or structures the linear foot payment also includes furnishing and installing straps, weatherhead, condulet, lag bolts and washers, any other required mounting hardware, and all other requirements and incidentals listed in the body of this specification.

2/29/12

**746516 - SERVICE INSTALLATION**

**Description:**

This work consists of furnishing all materials, and making connections to the pole bases of the street lights and/or overhead signs and/or traffic signals, etc., from the existing utility poles in accordance with the notes and details on the Plans and/or as directed by the Engineer.

**Materials and Construction Methods:**

All electrical materials including 2/#2 AWG ground copper wire shall conform to the requirements of the National Electric Code of the National Fire Protection Association, to all local and Special laws, and/or to ordinances governing such installation. When these requirements do not govern, and where not otherwise specified, electrical materials shall conform to the Standardization Rules of the Institute of Electrical and Electronic Engineers. Shop drawings and catalog cuttings for all electrical and related materials shall be submitted by the Contractor for approval.

The Contractor will be required to consult and make all arrangements with the Owner of the Utility Company as specified on the Plans and/or as directed by the Engineer to determine the actual location(s) of the electrical service(s) prior to beginning any work. After a location has been determined the Contractor will be required to install a conduit riser with weatherhead unless otherwise shown on the Plans or as directed by the Engineer. The Contractor will also supply and install the service cable as requested by the Owner of the electrical utility as part of this item. Extra cable will be coiled at the weatherhead for the Owner to connect to the power supply.

**Method of Measurement:**

The quantity of service installations will be measured as the actual number of service installations completed and accepted under the terms of this Contract.

**Basis of Payment:**

The quantity of service installations will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for all materials, installation of conduit risers, pull boxes, cable, all incidentals, equipment, tools and labor necessary to complete the installation to the satisfaction of the Engineer.

The payment for the item shall also include furnishing and installation of approved service-disconnect at the utility pole or at the directed location with appropriate fuses.

08/30/01

- 746517 - ALUMINUM LIGHTING STANDARD WITH SINGLE DAVIT ARM, 30' POLE**
- 746518 - ALUMINUM LIGHTING STANDARD WITH SINGLE DAVIT ARM, 35' POLE**
- 746519 - ALUMINUM LIGHTING STANDARD WITH SINGLE DAVIT ARM, 40' POLE**
- 746520 - ALUMINUM LIGHTING STANDARD WITH DOUBLE DAVIT ARM, 30' POLE**
- 746521 - ALUMINUM LIGHTING STANDARD WITH DOUBLE DAVIT ARM, 35' POLE**
- 746522 - ALUMINUM LIGHTING STANDARD WITH DOUBLE DAVIT ARM, 40' POLE**
- 746618 - ALUMINUM LIGHTING STANDARD WITH SINGLE DAVIT ARM, 45' POLE**

**Description:**

The work consists of furnishing and installing Aluminum Lighting Standard with Single Davit Arm and/or Aluminum Lighting Standard Pole with Double Davit Arms, breakaway transformer base, luminaires, in accordance with the details on the Plans, and/or as directed by the Engineer to make a functional street lighting system. The foundation will be provided under other items in the contract.

**Materials and Construction Methods:**

All materials shall be of the best quality and free from all defects. No materials shall be installed until approved by the Engineer. Any material not specifically covered in these specifications shall be in accordance with accepted standards and as directed by the Engineer. Any materials deemed unsatisfactory by the Engineer, shall be replaced by the Contractor.

Lighting standards shall meet or exceed the requirements of the latest edition of AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals" based on 90 mph (145 km/hr) wind loads, luminaire weight of 70 lb (32 kg) and luminaire projected area of 3 ft<sup>2</sup> (0.3m<sup>2</sup>). Computations confirming conformance with AASHTO Specifications, with the year of the edition specified, shall be submitted to the Delaware Department of Transportation.

All electrical materials shall conform to the requirements of the National Electrical Code of the national Fire Protection Association, and shall conform to all local and special laws and/or ordinances governing such installations. Where these requirements do not govern, and where not otherwise specified, electrical materials shall conform to the Standardization Rules of the Institute of Electrical and Electronic Engineers.

Shop drawings and catalog cuts for all electrical and related materials shall be submitted by the Contractor for approval.

The bolts are to be supplied by the Contractor. The bolts will be installed using a template, and set so that luminaire arm is perpendicular to the roadway.

Anchor bolts, nuts, couplings, washers, and cap screws shall be of carbon steel conforming to the requirements of ASTM A307, and hot-dip galvanized in accordance with AASHTO M 232/M 232M..

New aluminum lighting standards shall consist of a tapered aluminum shaft having a base welded to the lower end. The pole shaft, pole extensions, and davit arms shall each be spun from one piece of seamless tubing, the strut and arm plates shall be extruded, all of which conform to the requirements of ASTM B221 aluminum alloy 6063-T6. The shaft shall have no circumferential welds, except at the lower end joining the shaft to the base and shall conform to the dimensions listed in the chart below. The shaft shall contain an internal vibration dampening device positioned approximately 2/3 the height of the pole. The top of the lighting standard shaft shall be drilled for two 1/2" (13 mm) lockbolts to secure the davit bracket to the lighting standard shaft. If the pole is not placed on a transformer base, it will have one 3" x 5" (75 mm x 125 mm) handhole which after pole is set should face so that maintainer may view oncoming traffic.

HEIGHT OF POLE	DAVIT ARM LENGTH	OUTER DIAMETER	WALL THICKNESS
30' (9 m)	10' (3.0 m)	10" (250 mm)	0.156" (3.96 mm)
	12' (3.6 m)	10" (250 mm)	0.156" (3.96 mm)
	15' (4.6 m)	10" (250 mm)	0.156" (3.96 mm)

HEIGHT OF POLE	DAVIT ARM LENGTH	OUTER DIAMETER	WALL THICKNESS
	20' (6.1 m)	10" (250 mm)	0.156" (3.96 mm)
35' (10.5 m)	10' (3.0 m)	10" (250 mm)	0.156" (3.96 mm)
	12' (3.6 m)	10" (250 mm)	0.156" (3.96 mm)
	15' (4.6 m)	10" (250 mm)	0.156" (3.96 mm)
	20' (6.1 m)	10" (250 mm)	0.188" (4.78 mm)
40' (12 m)	10' (3.0 m)	10" (250 mm)	0.188" (4.78 mm)
	12' (3.6 m)	10" (250 mm)	0.188" (4.78 mm)
	15' (4.6 m)	10" (250 mm)	0.188" (4.78 mm)
	20' (6.1 m)	10" (250 mm)	0.219" (5.56 mm)
45' (13.5 m)	10' (3.0 m)	10" (250 mm)	0.188" (4.78 mm)
	12' (3.6 m)	10" (250 mm)	0.188" (4.78 mm)
	15' (4.6 m)	10" (250 mm)	0.188" (4.78 mm)
	20' (6.1 m)	10" (250 mm)	0.250" (6.35 mm)

Bracket arms shall be of the davit type consisting of an aluminum shaft having the outer diameter and wall thickness as listed in the table above. The davit arm shall be designed to slip over the top of the lighting standard shaft for a distance of at least 12" (300 mm). The luminaire end of the davit arm shall be fitted with a 2" (50 mm) NPS aluminum pipe not less than 6" (150 mm) long. The height of the lighting standards will be determined by the Contractor to provide a nominal mounting height as shown on the Plans. The length of the davit arm will be as shown on the Plans or 12' (3.6 m) if not specified elsewhere. Davit arm less than 10' (3.0 m) long shall not be used without written permission from the Chief Traffic Engineer.

Each lighting standard shall be provided with a permanent tag which shall be 2" x 4" (50 mm by 100 mm) fabricated from clear anodized 1/16" (1.6 mm) thick aluminum. The edge shall be smooth and corners rounded and the tag shall be curved to fit the light standard shaft. Tags shall be secured to shafts by means of four (4) 1/8" (3 mm) diameter 18-8 stainless steel round head drive screws of self-tapping screws. The embossed identifying letters and/or numerals shall be not less than 3/4" (19 mm) high with stroke of not less than 3/16" (4.8 mm). Identifying letters and/or numerals shall be designated on the Plans.

**Transformer Base:** Transformer bases, when required, shall conform to the latest edition of AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaire and Traffic Signals".

Before any work, begins the Contractor shall submit documents showing that the breakaway device meets the current AASHTO Breakaway Design.

For breakaway installations, the standard shall electrically disconnect from the supply wire at the foundation when knocked down by an errant vehicle or from some other cause.

**Luminaire:** The luminaire shall have a precision die cast aluminum housing with an optical assembly, a removable mounting door and of wattage and type as specified on the Plans. The luminaire shall be of the multi-voltage ballast regulator type.

The refractor of the optical assembly shall be attached to the luminaire housing thru a hinge and latch arrangement. The optical assembly shall consist of a highly polished aluminum reflector, and a heat resistant shatter resistant borosilicate glass refractor. The refractor door shall be tightly sealed with an

appropriate gasket. The latch for the refractor door shall be of sufficient size to enable easy handling and constructed of rust resistant materials; the latch shall produce an audible click when it is properly locked.

The luminaire shall be equipped with a porcelain, corrosion resistant socket. The socket shall be easily adjustable to give one of twelve different light distributions; such adjustments shall be accomplished through adjusting not more than two screws within the optical assembly. The socket in this installation shall be preset to provide a distribution pattern as indicated on the Plans or type III distribution pattern of luminaire if not indicated.

The luminaire shall have a 2 bolt slipfitter suitable for mounting on 1/2" to 2" (13 mm to 50 mm) pipe. The luminaire shall be designed with a leveling pad and capable of being adjusted  $\pm 5$  degrees for proper leveling.

The luminaire shall be completely wired so that it shall require only the connection of the power supply cables to a terminal block for energizing the entire fixture.

In order to provide for normal exchange of air between the inside and outside of the optical system, a ventilating channel shall be provided. The channel shall contain a charcoal filter which will prevent the entrance of flying insects and other small animal life forms, as well as provide a cleaning action on the air to remove smoke and dust particles.

All major electrical components, including ballast and the photoelectric control, shall be mounted on a removable door assembly and connected to the fixture electrically through a quick disconnect plug. The removal of the door shall be accomplished by loosening the captive screw and unplugging the quick disconnect plug. The luminaire shall employ solderless push-on type connectors for all wiring connections to facilitate the replacement of any component.

The unit shall contain an integral ballast capable of maintaining the wattage of the H.P.S. lamp throughout the life of the lamp. The ballast and the photoelectric control shall be suitable for operating the units in the wattage as shown on the Plans. The wattage of the luminaires for this Contract are listed on the quantity sheet.

No luminaire shall be installed until the lamp socket position has been inspected and approved by the Engineer. If no light distribution pattern is given the socket position shall produce a light pattern as indicated on the Plans, then type III as designated in the specification for the luminaire. All luminaires shall be adjusted up or down on the slipfitter to provide maximum light on the roadway to be lighted. The connections between the luminaire and service cable shall be made with a connector kit using #10 AWG single wire. Installation of the connector kit shall be in accordance with the manufacturers recommendations.

The Contractor shall furnish and install one or more of the following luminaires or an approved equal as specified on the Plans and/or as required by the Utility owner.

## STANDARD MATERIALS

LUMINAIRE 400 Watt High Pressure Sodium Roadway, with Photo Cell Receptacle and Field Replaceable 9110-60-25 Regulated Multi-voltage Ballast, Type III Light Pattern, or as shown on Plans, 1 1/2" - 2" (38 mm - 50 mm) Slipfitter

Cooper/Crouse Hinds OVY Swing-down  
GE M-400A Power/Door  
Or Approved Equal

Cat. #OVY40SWW3ET4  
Cat. #M4AR40S0A2GMN32

LUMINAIRE 250 Watt High Pressure Sodium Roadway, with Photo Cell Receptacle and Field Replaceable 9110-60-26 Regulated Multi-Voltage Ballast, Type III Light Pattern, or as shown on Plans, 38 mm - 50 mm Slipfitter

Cooper/Crouse-Hinds OVY Swing-down  
GE M-250 A2 Power/Door  
Or Approved Equal

Cat. #OVY25SWW3ET4  
Cat. #M2AR25S0A2GMS32

LUMINAIRE 100 Watt High Pressure Sodium Roadway, with Photo Cell Receptacle and Field

Replaceable 9110-60-27 120V Regulator Ballast, Type II Light Pattern, or as shown on Plans, 1 1/4" - 2" (32 mm - 50 mm) Slipfitter

Cooper/Crouse-Hinds OVX Swing-down  
GE M-250A2 Power/Door  
Or Approved Equal.

Cat. #OVX10SK22ET4  
Cat. #M24R10S1M1AMS21

LUMINAIRE 70 Watt High Pressure Sodium Alley/Security, 120V with Normal Power Factor Ballast, Photo Cell, 9110-60-28 Lamp and Type II Acrylic Lens for Mounting on 1 1/4" - 2" (32 mm or 50 mm) Bracket (Not Included)

Cooper/Crouse Hinds RMA  
(Specify Less Bracket w/Type II Lens)  
GE Type 201 SA  
(Specify Less Bracket w/Type II Lens)  
Or Approved Equal.

Cat. #RMA70SR222LV5  
Cat. #SAM07S1N5S4LV5ALC

LUMINAIRE 70 Watt High Pressure Sodium Black Colonial, with 120V Photo Cell Receptacle, 120V Reactor 9110-69-34 Ballast, Type III Acrylic Lens, Black Finish with 3" (75 mm) Slipfitter

Cooper/Crouse-Hinds  
GE TC 100  
ITT American Rev.  
Or Approved Equal.

Cat. #LXF70SR2334  
Cat. #T10R07S1N2AMS3BL  
Cat. #47-570E3-6

Installations of Lighting Standards: Lighting Standards shall be installed and located in accordance with the Plans, to provide continuously aligned lighting.

The bracket arms shall be set perpendicular to the edge of the roadway unless otherwise ordered or specified. If necessary aluminum shims may be used to plumb the pole.

**Method of Measurement:**

The quantity of aluminum lighting standards with single or double davit arms of the size(s) specified will be measured as the actual number installed and accepted.

**Basis of Payment:**

The quantity of aluminum lighting standards with single or double davit arms will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for furnishing all materials including concrete, labor, equipment, hardware, anchor bolts, washers, shims and nuts, supply and installation of the transformer base, supply and installation of poles and davit arm(s), and supply and installation of the luminaires. This price will also include all miscellaneous hardware, connector kits, and wiring from the supply cables to the luminaire(s), labor, tools, equipment, and incidentals necessary to complete the work.

8/27/14

746720 - SUPPLY OF #2 THWN STRANDED COPPER  
746721 - SUPPLY OF #4 THWN STRANDED COPPER  
746722 - SUPPLY OF #6 THWN STRANDED COPPER  
746723 - SUPPLY OF #8 THWN STRANDED COPPER  
746724 - SUPPLY OF #10 THWN STRANDED COPPER  
746725 - SUPPLY OF #14 THWN STRANDED COPPER  
746726 - SUPPLY OF #6 BARE SOLID COPPER  
746727 - SUPPLY OF 8/2 UF W/GROUND  
746728 - SUPPLY OF 8/3 UF W/GROUND  
746729 - SUPPLY OF #6 TRI-PLEX ALUMINUM SERVICE CABLE  
746730 - SUPPLY OF #2 URD ALUMINUM SERVICE CABLE  
746731 - SUPPLY OF 4/0 URD ALUMINUM SERVICE CABLE  
746870 - SUPPLY OF #4 BARE SOLID COPPER  
746880 - SUPPLY OF #12 THWN STRANDED COPPER  
746900 - SUPPLY OF #2 BARE SOLID COPPER  
746902 - SUPPLY OF #8 BARE SOLID COPPER

**Description:**

This work consists of supplying electrical cable, of the type required and as specified in the contract documents or as directed by the Engineer.

For the purpose of this item, the terms "electrical wire" and "electrical cable" are interchangeable.

**Materials:**

All electrical cables shall be 600-Volt UL approved.

**Method of Measurement:**

The quantity of electrical cable will be the number of linear feet (meters) of electrical cable, by size and type, supplied and accepted.

**Basis of Payment:**

The quantity of electrical cable will be paid for at the Contract unit price per linear foot (meter). Price and payment shall include full compensation for all materials, labor, tools, equipment, and incidentals necessary to complete the item.

01/15/03

**746843 - POLE BASE, TYPE 1**  
**746844 - POLE BASE, TYPE 2**  
**746845 - POLE BASE, TYPE 2A**  
**746846 - POLE BASE, TYPE 2B**  
**746847 - POLE BASE, TYPE 3**  
**746848 - POLE BASE, TYPE 3A**  
**746849 - POLE BASE, TYPE 3B**  
**746850 - POLE BASE, TYPE 4**  
**746851 - POLE BASE, TYPE 5**  
**746852 - POLE BASE, TYPE 6**

**Description:**

This work consists of constructing and furnishing round or square pole bases Types 1, 2, 2A, 2B, 3, 3A, 3B, 4, 5, and 6 for poles in accordance with the Standard Construction Details and at locations as directed by the Engineer.

**Materials:**

The concrete for pole bases shall conform to Section 812, Class B.

Bar reinforcement shall meet the requirements of Section 603 Grade 60.

Ground rods shall be copper clad, approved by the Underwriter's Laboratory and be supplied with approved clamps for connecting the grounding conductor to the rod.

Conduit for sweeps shall meet the requirements for galvanized rigid steel conduit in Section 745.

Anchor bolts will be supplied by the same entity that supplies the poles. This is the case for all poles base types, with the exception of Type 4. For Type 4, drop-ins are used for breakaway and the Contractor will supply the anchor bolts for Type 4. The anchor bolts and nuts for Types 5 and 6 shall not be hot-dipped galvanized and these anchor bolts and nuts shall meet the requirements of AASHTO M 314. Anchor bolts shall have a minimum yield strength of 55,000 psi (380,000 kPa).

**Construction Methods:**

The bases shall conform to the dimensions as indicated on the Standard Construction Details. A ground rod shall be installed as shown. A minimum of 8 feet (2.5 m) of the ground rod must be driven into undisturbed soil.

If a utility or a right-of-way conflict is found when a Type 2 or Type 3 base is specified in the Plans, an alternate base of equivalent strength may be used as directed by the Engineer. A Type 2 base has two equivalents, namely Types 2A and 2B. A Type 3 base has two equivalents, namely Types 3A and 3B.

Though the contract calls for the use of a round pole base, the Contractor may use a square base at its discretion.

The end of the conduit sweeps in the ground shall be extended outside the concrete and any forms or sheeting by 12 inches (300 mm) and capped or connected to the existing conduit. If the conduit is to be capped underground for future use, it must be sealed with a galvanized threaded conduit plug. Tape is NOT an approved conduit plug. The location of the conduits shall be marked on the base with arrows drawn in the wet concrete within 6 inches (150 mm) of the outer edge.

Excavation for the pole bases may not exceed the dimension of the foundation by more than 12 inches (300 mm) in any one direction. If a form is used in the excavation more than 18 inches (450 mm) below the ground surface, it is necessary that the area between the form and excavation be filled with Borrow Type C and tamped on all sides in continuous, horizontal layers not to exceed 68 inches (200150 mm) in depth, loose measurement.

Where a pole base is to be placed in existing concrete pavement such as a sidewalk, the concrete shall be saw cut in a square pattern or removed to the nearest joint. In other pavement material, a round hole may be cut using an appropriate tool. Any damage to the existing pavement shall be repaired at the Contractor's expense and shall meet the approval of the Engineer. Any removal or replacement of any type of pavement under this item shall be an incidental cost to this item.

The bases shall be edged and have a broom finish.

Where water or highly unstable material is encountered during the excavation for the pole base, pole base sheeting may be required and the following steps shall apply:

1. The condition exists in the upper half of the excavation. Stop all work until the Bridge Design Section reviews the condition.
2. The condition exists below the upper half of the excavation:
  - a. For a proposed Type 4 Base, increase the depth to 4 feet (1.2 m).
  - b. For a proposed Type 5 Base, substitute a Type 1 Base.
  - c. For a proposed Type 1, 2, or 3 Pole Base, substitute a Type 3A Pole Base for all but a Type 3B Pole Base. The depth of the base shall be as determined in (e) below, or 9 feet (2.7 m), whichever is greater.
  - d. For a proposed Type 6 Pole Base, substitute a Type 2 Pole base and increase the depth in accordance with (e) below.
  - e. Determine the depth of the base, which would be in the unsatisfactory area. Multiply that depth by 0.7 and add the result to the original required depth of the base to obtain the final depth of the base. The reinforcing bars shall be extended using the required pattern to match the final depth in accordance with the requirements of Section 603.07 of the Standard Specifications.

**Method of Measurement:**

The quantity of pole bases will be measured as the actual number of bases constructed, complete in place and accepted. Concrete, excavation and backfilling around the base, ground rods, and the two conduit sweeps in the base are included in this item.

Furnishing Borrow Type C backfill material will be measured and paid for separately by the cubic yard (cubic meter).

Payment for any additional sweeps shall be paid for separately under the appropriate conduit items. The Contractor's use of square base rather than a specified round base shall not result in any additional cost to the Department.

**Basis of Payment:**

Borrow Type C will be paid for under Section 210. No payment for Borrow Type C backfill material placed outside of the vertical plans located 18" (450 mm) outside of the neat line perimeter of the vertical face of the pole base foundation.

Any increase in the vertical dimension required herein shall be paid for separately under Item 746614, Pole Base Extension; another item of this contract.

The quantity of pole bases will be paid for at the Contract unit price for each pole base type. If an alternate pole base type is selected by the Engineer, payment will be the Contract unit price for the alternate selected. Price and payment will constitute full compensation for furnishing and placing all materials including concrete, ground rods, and a minimum of two conduit sweeps extending into the base; for excavating, backfilling and compacting around the base; for repairs to damaged existing pavement; for removal or replacement of pavement; and for all labor, equipment, tools, and incidentals required to complete the work.

- 746906 - FURNISH & INSTALL 4-CONDUCTOR #18 AWG SHIELDED OPTICOM CABLE
- 746907 - FURNISH & INSTALL 1-CONDUCTOR #2 AWG STRANDED COPPER
- 746908 - FURNISH & INSTALL 1-CONDUCTOR #4 AWG STRANDED COPPER
- 746909 - FURNISH & INSTALL 1-CONDUCTOR #6 AWG STRANDED COPPER
- 746910 - FURNISH & INSTALL 1-CONDUCTOR #8 AWG STRANDED COPPER
- 746911 - FURNISH & INSTALL 1-CONDUCTOR #10 AWG STRANDED COPPER
- 746912 - FURNISH & INSTALL 1-CONDUCTOR #14 AWG STRANDED COPPER
- 746913 - FURNISH & INSTALL 2-CONDUCTOR #14 AWG ALUMINUM SHIELDED COPPER
- 746914 - FURNISH & INSTALL #6 BARE STRANDED COPPER GROUND
- 746915 - FURNISH & INSTALL #8/2 WIRE UF W/GROUND
- 746916 - FURNISH & INSTALL #8/3 WIRE UF W/GROUND
- 746918 - FURNISH & INSTALL #2/0 AWG STRANDED COPPER
- 746919 - FURNISH & INSTALL #4/0 AWG STRANDED COPPER
- 746920 - FURNISH & INSTALL 14/4 TRAFFIC CONTROL CABLE
- 746921 - FURNISH & INSTALL 14/9 TRAFFIC CONTROL CABLE
- 746922 - FURNISH & INSTALL 14/16 TRAFFIC CONTROL CABLE
- 746923 - FURNISH & INSTALL 14/5 TRAFFIC CONTROL CABLE

**Description:**

The pay items listed above include furnishing, installing, and splicing if approved, the various types and sizes of cable in conduit, or overhead and lashed to a span wire. All conduit installation will be paid for under their respective items.

**Materials:**

**Cable** - All electrical cables shall be manufactured in conformance with the National Electrical Code, 600-Volt, UL approved.

1. Stranded or solid, single conductor copper cables shall be XLP Insulated; USE or RHW rated
2. Type UF cable shall include ground and the number and size of conductors as shown on the plans. Use cable conforming to ANSI/UL 493.
3. 14/4, 14/5, 14/9, 14/16 AWG Solid copper conductor Traffic Signal cable shall conform to IMSA Specification Number 19-1. Provide wire size and number of conductors as shown on the plans or as directed by the Engineer. Additional material requirements for Traffic Signal Cables are as follow:
  - a. If requested, the Contractor shall provide independent test results to verify specification compliance. Costs of testing are incidental to the Cable item being supplied.
  - b. All cables shall be supplied on reels with each reel containing one continuous length of cable.
  - c. Color code to be used as established by IMSA Specifications. In addition to IMSA, DelDOT requires that individual tracers contrast with the base color to allow easy identification between each base color and the same base color plus tracer.

*To test for sufficient color contrast, remove the sheath for a length of 6 inches. All filler material and tapes shall be removed for the same length. All conductors of the same base color will be placed side by side and all other conductors will be hidden. The conductors will be held against a white or ivory surface and viewed from a distance of 6 feet. The base color, tracer, and tracer color must be identified within a period of three seconds after being placed in position. The same test for contrast will also be made for base colors. If either the base color or tracer color test fails, the material will be rejected.*
  - d. The tracer line width shall not exceed 3/20 inch when measured perpendicular to the edge of the line. Also, the total width of tracer lines on a conductor may not be equal to or greater than one-half the total circumference of the conductor.
4. Aluminum Shielded Cable shall be shielded two conductor controlled capacitance cable enclosed in an aluminized polyester shield within a polyethylene jacket, rated to 600 volts. The two conductors are AWG # 14 stranded copper. Cable shall meet IMSA 50-2. Referred to as "Home-run Cable".
5. Opticom Cable – must meet the manufacturer’s recommended specifications

**Splicing Materials –**

1. Insulating (rubber) tape shall be of the self-bonding type and shall be 3M Company, Inc. (Cat. No. 130C, 2228); Plymouth Rubber (Cat. No. 2212); Permacel (Cat. No. 253, P280), or an approved equal.
2. Jacket (plastic) Tape shall be of the waterproof type and shall be 3M Company, Inc. (Cat. No. 33); Plymouth Rubber (Cat. No. 3117); Permacel (Cat. No. P29), or an approved equal.
3. For overhead traffic control cable splices:  
Wire Nuts – Ideal 74B or 76B, 3M Highland H-33, or approved equal

**Cable Installation**

**Installation in Conduit:**

This work consists of installing various types, sizes, and number of communications or electrical cable(s) in existing conduits, which may or may not contain an existing communications or electrical cable(s) or wire(s). Conduits may be located underground, within mast arms, on wood poles, or on metal poles.

The number of cables to be pulled through each conduit will be as shown on the plans or as directed by the Engineer.

**Construction Methods:**

All cable must be transported by and unreeled from a cable trailer(s). The laying of reels on the ground and subsequent removal of wire or cable from this position is prohibited. Avoid damaging cable insulation when removing cable from drums or reels, or during installation of the cable.

**Hand pulling methods are required** for conduit sizes of 1-1/2" or less and are **preferred** for all other sizes. Dynamometer is recommended for use when pulling other than by hand.

Prior to installation, **written approval by the Engineer is required** for the use of any power-assisted methods of pulling communications or electrical cable(s) or wire(s) into conduit. A short piece of material that will part if the strain exceeds the amount specified below shall be used between the pulling grip and the pulling medium, unless industry standards require less:

150 lbs. for all pulls up through 12 pair communications cable; and  
300 lbs. for all larger cables

Any and all cable(s) pulled into any conduit without the use of an acceptable pulling grip, Kellems or equal, and without the use of a strain release element or by using methods which may have or did result in pulling forces in excess of strain release material, or using methods which may have or did result in pulling forces in excess of those set forth herein or prescribed by industry standards are **unacceptable**.

Any and all unacceptable cable(s) shall be removed and replaced with new cable(s) using correct methods at no cost to the Department.

The installation of cable(s) in existing conduits shall be accomplished by pulling the cable(s) through the conduits. If required, pulling lubricant of the type recommended by the cable manufacturer will be used. The cable(s) shall be prepared for pulling by reeling them from their respective reels as they enter the conduit or by taking sufficient length from the reel(s) to comprise the set to be pulled. Care shall be taken to avoid damaging insulation and to eliminate any twists or kinks and to marry the cables in a straight lay. Care shall also be taken to prevent entry of moisture into the cable at all times during installation. Cable ends will be sealed using rubber tape and painted with a sealing type of waterproof compound until final splices are made.

The cable(s) shall be hand fed into the conduit. When, in the opinion of the Engineer, additional radius is required to prevent damage to the cable(s) a sleeve shall be used. There shall be no additional payment made for sleeves or their use.

Underground cable runs shall be started at one terminal point and shall be continuous without splices to the final terminal point except for "Home Run Cable" to "Loop Detector Wire". Opticom cable shall not be spliced in any application.

Additional cable(s) shall be left and arranged in a neat and orderly manner as noted:

1. When pulled through junction wells, 6 feet of copper cable, supported on cable rack assemblies
2. At the control box and other splice locations, 6 feet of cable, neatly arranged and laced with cable ties

When cable already exists in a conduit, the Contractor shall ensure that the placement of a fish does not damage or entangle the existing wire or cable(s). The lead end of a fish shall contain a blunt terminal. Bending and/or taping the end of the fish shall not be satisfactory nor shall any termination which contains rough edges or any sort of hook that might engage an existing wire or cable when the fish is extracted.

Where two or more wires occupy the same conduit, they shall be drawn in together and kept parallel to each other by means of a pulling head. Phase legs shall be arranged circumferentially and in sequence around the neutral wires.

All conduit ends shall be duct sealed after cable installations.

### **Installation on Span Wire Overhead:**

This work consists of installing electrical cable on an existing span wire.

### **Construction Methods:**

All electrical cable must be transported by and unreeled from a cable trailer(s). The laying of reels on the ground and subsequent removal of wire or cable from this position is prohibited. Avoid damaging cable insulation when removing cable from drums or reels, or during installation of the cable.

The electrical cable will not be spliced at the top of the pole but will continue on to be taped onto the span wire. The electrical cable shall be oriented so water will not run along its length and run into the steel pole. The electrical cable shall be installed on the underside of the span wire with no crossover or wraps around the span wire. The electrical cable shall be pulled tight without any kinks and the jacket (plastic) tape wrapped tight around the span wire and electrical cable at least six wraps every twelve to fourteen inches. At each signal head location, there will be a loop of signal cable 36 inches long.

### **Splicing:**

### **Traffic Control Cable and Single Conductor Stranded Wire :**

**General** – Traffic signal cable splicing shall only be made above ground in pole hand-holes, transformer bases or on span wire at the signal head. Underground traffic control cable splices (except between loop detector wire and "home-run" cable) or splices in between conduit runs are prohibited. After cables have been installed and pending permanent splicing, the end of each section of cable in the control box and at all splice locations shall be carefully sealed, using rubber tape, and painted with a sealing type of waterproof compound. The circuit number of all cables and wires shall be identified by color coded tape attached to each of the cables and wires in the control box and at all splice locations. The color coded tape shall be secured to the cable or wire with nylon cable ties. Any splices found to be faulty within 90 days of installation shall be remade at the Contractor's expense. Insulation from each conductor to be spliced shall be removed to expose ½ inch of copper. Use of any tool or method which might nick the conductor is prohibited. Each conductor not being spliced shall be inspected and trimmed so that the conductor does not extend beyond the insulation. After each conductor to be spliced is connected, all conductors both used and not used shall be returned to their original configuration before the insulation was removed and then sealed as specified.

Individual cables shall not extend beyond the splice of the last signal head for each signal phase.

Shielded Opticom cable shall not be spliced.

Shielded Aluminum Cable (“Home-Run cable”) may be spliced only with the loop detector wire in a junction well. No splicing of the “home-run cable” outside of this junction well is permitted.

**Overhead** - Conductors to be electrically connected shall be placed side by side with the exposed copper aligned. The copper shall then be twisted clockwise with pliers until a good mechanical connection shall be effected. A proper size wire nut shall be installed and hand tightened. If necessary to cover all the copper, minor trimming may be done. The copper splice shall be 5/16 inch long when trimmed. Care shall be taken to ensure that no insulation is caught up in the copper area of the splice. It is essential that the splice be kept dry. Therefore, care must be taken during taping and by placement of the completed splice to prevent water from entering the splice between or around the cables.

1. **Termination of cable (Butt Splice)** - The sheath of each cable shall be removed as necessary. When all conductors to be joined have been completed, the splice shall be prepared for taping. The cables shall be placed in a butt position and all wires and wire nuts shall be positioned to ensure that no shorts exist and that the splice area is reduced to as small a diameter as possible. Taping shall begin with rubber tape two inches over the intact sheath. Taping shall proceed toward the other cable overlapping half of the tape width until a point two inches on the other cable sheath has been reached. Taping shall then be repeated in the other direction starting one tape width wider than the previous wrap. Where necessary to cover all areas of the splice, overlapping shall be increased. Every area of the splice shall have rubber tape at least four layers (two fully overlapped passes) deep. The rubber tape shall be covered with plastic tape applied in the same fashion.
2. **Taps or Tee Splices** - The sheath of the through cable shall be removed for a distance of 8 inches centered on the point of splice. The sheath of the branch cable(s) shall be removed for a distance of 4 inches. The through cable conductors which are to be joined to the conductors of the branch cable(s) are to be separated out from the others and cut. No other conductors shall be cut for any purpose. Depending upon the need, the branch cable(s) may be placed beside one of the through cables and the splicing proceed or the through cable may be doubled back so that the parts of the through cable and the branch cable(s) are placed side by side. When all conductors to be joined have been completed, the splice shall be prepared for taping. The cables shall be placed in approximately their final position and an inspection for shorts shall be made. After all wire nuts and wires are properly positioned, taping shall begin on the through cable 2 inches from the end for the sheath. It shall proceed with 1/2 inch width overlap across the splice area and onto the other through sheath for a distance of 2 inches. The taping shall start at the end point and return back across the splice to the branch cable(s). It shall proceed along the branch cable(s) and onto the sheath for a distance of one inch. A return along the branch back to the main cable shall be made and the remaining part of the splice shall be taped continuing as before. Every area of the splice shall have rubber tape at least four layers (two fully overlapped passes) deep. The cables shall be placed in their final position and taped with two fully overlapped passes of plastic tape. Plastic tape need not cover the interior areas covered by the rubber tape. The splice shall be placed so that the branch cable(s) enters the splice from below to prevent water from flowing along the branch cable(s) into the splice area.
3. **Termination End of Cable** – Dead ended cables shall have 3” of sheath removed. Each individual cable shall be rubber taped then bundled and re-taped with vinyl tape and coated with waterproofing compound.

**Method of Measurement:**

The quantity of cable will be measured as the actual number of linear feet of cable furnished and pulled through conduits (underground, in mast arms, or on poles) or installed on a span wire in accordance with these specifications, complete in place, and accepted.

All required cable slack left at termination points or in junction wells shall be measured as part of this item.

**Basis of Payment:**

The quantity of cable furnished and pulled through all conduit (underground, in mast arms, or on poles) or furnished and installed on a span wire will be paid for at the Contract unit price per linear foot of the applicable pay item. Splice installations and all costs related to the splice shall be incidental to the linear foot payment of the cable being spliced. Price and payment will constitute full compensation for all labor, equipment, tools, materials, material testing, splicing, taping, and incidentals required to complete the work as specified above.

7/14/14

**746925 – FURNISH & INSTALL EMBEDDED METERED SERVICE PEDESTAL (100 AMP)**

**Description:**

Electrical service equipment consists of the equipment necessary to connect a utility company service to a traffic signal controller cabinet, lighting control cabinet, traffic monitoring station cabinet, or other traffic control device cabinet. Provide electrical service equipment at the phasing and amperage specified in the Contract Documents. This work includes coordinating the connection with the local utility company.

**Materials:**

**Embedded Metered Service Pedestal:**

Install a galvanized steel post including a 100 amp double pole main circuit breaker for service disconnect, branch circuit breakers, integral meter socket with bypass lever and 20 Amp GFCI duplex receptacle. The post shall be designed for embedment into the soil at least 18 in. and have a stabilizer shoe. Pour a concrete collar around the post as shown in the Contract Documents. The post and meter socket shall meet NEMA 3R. Provide the means to padlock the post closed and to install a utility company seal on the meter. Provide branch circuit breakers as specified. Embedded metered service pedestals shall be UL listed Suitable for Service Equipment, and be acceptable to the local utility companies for use as a service connection.

**Circuit Breakers:**

Molded case type having a minimum rating of 10,000 amp interrupting capacity (AIC) and be quick make, quick break, thermal magnetic, trip indicating, and have common trip on all multiple breakers with internal tie mechanism. They shall have the current and voltage ratings and number of poles as specified, and be treated to resist fungus and be ambiently compensated for the enclosure and proximity to adjacent breakers. All circuit breakers shall be the plug in type.

**Construction Methods:**

**Utility Connection** - Before any control equipment or material is ordered, arrange a meeting with the utility company representatives, Signal Construction Inspection representatives and the Engineer to establish a schedule for utility connections. Do not disconnect, de-energize, reconnect, tamper with, or otherwise handle any of the utility company's facilities. Make the utility service connection to the point of service supplied by the utility company. Make the necessary arrangements with the utility companies to ensure having needed utilities available at the time of turn on. Delays due to utility energization, connection, or disconnection will not be a basis for time extension. Report any difficulties in securing utility company services to the Engineer as soon as possible.

**Installation** - Embedded Metered Service Pedestal shall be installed per the standard construction or applicable plan details.

**Measurement and Payment:**

Embedded Metered Service Pedestal will be measured and paid for at the Contract unit price per each. The payment will be full compensation for all enclosures, panel boards, ground rods, circuit breakers, internal wiring, wiring devices, concrete collar, meter sockets, meter, shunts, cover plates, wiring, and for all material, labor, equipment, tools, and incidentals necessary to complete the work. Underground conduit will be measured and paid for separately under the applicable conduit item(s).

Service lateral cable will be measured and paid for separately under the applicable cable item(s).

Utility connection coordination with the utility company will not be measured, but the cost will be incidental to other pertinent items. Utility company energizing, connection, and disconnection costs will be the responsibility of the Department.

2/29/12

**747509 - LIGHTING CONTROL CENTER – 200A**

**Description:**

This work consists of furnishing and installing load center cabinet with concrete pad and all necessary conduits, underground facilities, equipment, and wiring as indicated on the Plans or as directed by the Engineer.

**Materials:**

The concrete shall conform to Section 812, Class B of the Standard Specifications.

Galvanized steel conduits and fittings shall be as specified under Section 745 of the Standard Specifications.

Meter Pan for 277/480 volt, three phase, four wire service meeting the requirements of the utility company.

Ground Rod shall be sectional, copper-clad  $\frac{3}{4}$ " diameter by 10 feet long.

Service wire between the disconnect and the meter pan and between meter pan and the utility company shall be sized for 200 amp service (minimum) and meet utility company requirements.

Provide 3" rigid galvanized steel conduit from meter pan to nearest utility facility as indicated on plan or directed by the Engineer. Conduit will include mounting to utility pole and weather head. Installation is to meet utility company requirements.

**Cabinet**

The service cabinets and doors shall have a minimum size of 36" wide by 48" tall by 15" deep.

The cabinets and doors shall be constructed from 5052-H32 sheet aluminum alloy with a thickness of 0.125". External welds shall be made by using Heliarc welding method, internal weld, may be made by the wire welding method. All welds shall be neatly formed and free of cracks, flow holes and otherwise irregularities.

The outside surface of the cabinet shall have a smooth uniform, natural aluminum finish. The cabinets shall have a sloped top to prevent accumulation of water on its top surface.

The enclosure door frame shall be double flanged out on all four sides. These flanges increase strength of opening and keep dust and liquids from dropping into enclosure when door is opened. The cabinet door shall be hinged on the right side when facing the cabinet and shall be a minimum 80% of the front surface area. The door shall be gasketed to satisfy requirements of NEMA 4X enclosure.

The door shall have a heavy gauge continuous hinge with  $\frac{1}{4}$ " diameter stainless steel hinge pin. Hinge shall be secured with 1/4-20 stainless steel carriage bolts and stainless steel nylock nuts.

Cabinets shall be provided with a 5052-H32 aluminum alloy metal back panel of 0.125" .minimum thickness. All mounting hardware shall be furnished. All internal hardware shall be either stainless steel or cadmium pressed steel Type II, Class I.

Cabinets finish shall be natural aluminum mill finish for Federal Specification QQA-250/8.

**Main Disconnect**

Provide a 200 AT/AF, 3 pole, molded-case circuit breaker. The circuit breaker shall be service entrance rated. It shall be rated for 277/480 volt three phase, four-wire operation. It shall have a minimum 22,000 RMS symmetrical ampere short circuit current rating. The circuit breaker shall be UL listed and comply with NEMA Standards and Federal Specification W-C-375B.

The main disconnect shall be separately enclosed external to the service cabinet. The main disconnect Enclosure shall be NEMA 3R rated.

#### Panelboard

Panelboards shall be rated for 277/480 volt, three phase, four-wire operation. The panel board shall be UL listed and have a minimum of 200 amp rated main busses and main lugs only. It shall have a minimum of 30 spaces for branch circuit breakers. It shall have a minimum 22,000 RMS symmetrical ampere short circuit current rating. It shall conform to Federal Specification W-P-115C, Type 1, Class 1.

A solidly bonded equipment ground bar and neutral bar shall be provided.

The panel board shall be mounted within its own enclosure. It shall be of dead front construction and be rated NEMA Type 1. Finish shall be gray baked enamel.

#### Branch Circuit Breakers

Provide circuit breakers of quantity and current rating as required by the plans for proper circuiting and provide two spare breakers of like current rating as the other lighting circuit breakers. Circuit breakers shall be UL listed and comply with NEMA Standards and Federal Specification W-C-375B. Circuit breakers shall be rated for 10 KAIC

#### Lighting Contactor, Photocell and Override Control

Provide a central lighting contactor. Lighting contactor shall be two or three pole as required for the given service type. Contacts shall be rated for 200 amps at the given service voltage. Coil shall be rated for 277 volts.

Provide a remote photoelectric light control (photocell) mounted at the top of the closest light standard in the lighting system. Photocell shall be a cadmium-sulphide type with fail-safe in the "on" position. It shall be enclosed in a weatherproof housing, not susceptible to distortion, discoloration, cracking or crazing. It shall include pole mounting hardware and be a plug-in, locking type for mounting in a receptacle meeting UL Specification 773.

It shall be rated of 1800 VA for ballast type loads and used to energize a contactor. It shall be designed to operate at 277 volts and at -20 degrees F ambient temperature. It shall have a turn-off time delay to prevent false turn-off due to lightning, stray lighting or flashing lights.

Provide 277 volt-rated DPST toggle switch for manual override of photocell control.

#### **Construction Methods:**

Service conduit shall be installed in accordance with DelDOT standard specification and utility company requirements.

The concrete pad shall be a cast-in-place monolithic slab, with sides formed to a minimum 30" depth below the final ground surface. Concrete shall not be poured until the forming, position of conduits and grounding facilities are approved by the Engineer. Appropriate provisions shall be used to support conduit, grounding facilities and anchor bolts during concrete pouring and curing. All conduits shall be provided with temporary pipe caps during the placement of concrete. A minimum distance of 1" shall be maintained between conduits. Install 2" conduit to serve as a sleeve for the ground rod. The pad will include all conduits within the pad, grounding bushings on conduits coming out of top of pad, and anchor bolts as shown on the contract drawings, or as directed by the Engineer.

Forms shall not be removed from the concrete pad until twenty-four (24) hours after the concrete has been poured and the pad is to be kept moist for a period of seven (7) days after pouring. The concrete surface shall be level and have a broom finish.

All excavation material shall be stockpiled on the site until backfilling has been completed. Backfill may be placed after the first 24 hours and is to be accomplished in 6" layers, with each lift mechanically tamped. All excess material is to be removed and used elsewhere on the project as approved by the Engineer.

Cabinets shall be installed on the concrete pad using the method of attachment as noted on the Plan details, or as directed by the Engineer.

Electrical equipment shall be installed as indicated on the plans.

**Method of Measurement:**

The quantity of load centers be measured as the actual number of load centers furnished and installed, including cabinets, all equipment, conduit, wiring, concrete pad, and incidentals, complete in place, operational and accepted.

**Basis of Payment:**

The quantity of load centers will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for furnishing and installing all materials for load center and concrete pad installation, excavation and backfilling for the service conduit and pad or footing, and for all labor, equipment, tools and incidentals necessary to complete the item.

02/05/09

**747514 - CABINET BASE TYPE F**  
**747515 - CABINET BASE TYPE M**  
**747516 - CABINET BASE TYPE P**  
**747517 - CABINET BASE TYPE R**

**Description:**

This work consists of constructing cabinet base Type F, M, P and R in accordance with the Standard Construction Details or applicable Plan Details and at locations as directed by plans or the Engineer.

**Materials:**

Class B Concrete  
3/4" x 10' sectional copperclad steel ground rods  
5/8" Zinc plated or Stainless Steel Drop-in Anchors manufactured by Hilti Systems, Concrete Fastening Systems, or approved equal  
5/8" x 1-1/2" galvanized hex bolts  
3/4" acorn type ground clamps  
PVC conduit sweeps

**Construction Methods:**

The base shall conform to the dimensions as indicated in the cabinet base detail on the Standard Construction Details or applicable Plan Sheets. A concrete collar is only required when installed in earth areas or as directed by the engineer. Conduits entering the base must enter only in the designated area. A minimum distance of 1 inch shall be maintained between conduits and a minimum distance of 2 inches between conduits and the ground rods.

A minimum of 8 foot of the ground rods must be driven into undisturbed soil through the 2 inch PVC sleeve. The PVC sleeve shall be driven into the ground so that the top of the sleeve will be flush with the concrete when the base is poured.

**Method of Measurement:**

The quantity of cabinet bases will be measured as the number of bases constructed in accordance with these specifications, complete in place, and accepted.

All conduit sweeps extending into the cabinet base as shown on the Plans or Standard Details as applicable shall be included in the price for each cabinet base..

**Basis of Payment:**

The quantity of cabinet bases will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for all concrete, ground rods, labor, equipment, tools, conduit sweeps, and incidentals required to complete the work as shown on the standard details or applicable plan sheets.

10/9/2012

**748502 - RAISED/RECESSED PAVEMENT MARKER**

**Description:**

This work consists of furnishing and installing raised/recessed pavement markers in accordance with the Plans and these specifications.

**Materials:**

The cast iron housing shall meet the requirements of ASTM A 536-84, Grade 72-45-84.

The reflectors shall meet the requirements of ASTM D 4383-03.

For installation on interstates, freeways, and principal arterials, the pavement marker shall have red reflectorized material on the back side (the side not facing the direction of traffic).

Epoxy shall meet the requirements of AASHTO M237, Type IV.

The followings models have been tested and approved by the Department and shall be used:

The followings models have been tested and approved by the Department and shall be used:

1. Ennis Paint - Stimsonite Model 101LPCR with Model C40 reflective pavement markers.
2. Ray-O-Lite Model 300 Snowplowable Marker with Model 2004 Reflector.
3. Or Approved Equal.

**Construction Methods:**

Pavement shall be saw cut to match the bottom contour of the marker housing using a saw and blade suitable for the pavement material being sawed. The depth of the cut slot must allow the housing to be set in epoxy, with leveling lugs resting on the pavement surface, so that the front edge of marker is at or below the surface of the pavement. Excessive saw cuts must be repaired to the satisfaction of the Engineer. When cutting is complete, the slot shall be cleaned as recommended by the manufacturer of the epoxy material. The epoxy and pavement marker will be installed in the prepared contour slot in the pavement per the manufacturer's recommendations.

Placement shall be in accordance with the DE MUTCD.

**Method of Measurement:**

The quantity of raised/recessed pavement markers will be measured as the actual number installed and accepted.

**Basis of Payment:**

The quantity of raised/recessed pavement markers will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for furnishing all materials, installation, saw-cutting, cleaning, disposal of discarded materials, for all labor, tools, equipment, all necessary incidentals associated with the item to complete the work.

07/26/2011

- 748506 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 4"**
- 748507 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 6"**
- 748508 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 8"**
- 748509 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 12"**
- 748510 - PERMANENT PAVEMENT STRIPING, SYMBOL/LEGEND, EPOXY RESIN PAINT**
  - 748535 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 4"**
  - 748536 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 6"**
  - 748537 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 8"**
  - 748538 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 10"**
  - 748539 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 12"**
  - 748540 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 16"**
- 748548 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 5"**
- 748549 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 10"**
  - 748557 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 3"**
  - 748559 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 5"**
  - 748568 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 9"**
  - 748569 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 14"**

**Description:**

This work consists of striping layout, furnishing and applying white or yellow, epoxy reflectorized pavement markings or black epoxy contrast pavement markings at the locations and in accordance with the patterns indicated on the Plans, or as directed by the Engineer, and in accordance with these specifications.

The white/yellow epoxy marking material shall be hot-applied by spray methods onto bituminous and/or Portland cement concrete pavement surfaces as required by the Plans. Following an application of double drop glass beads of two sizes and upon curing, the resultant epoxy marking shall be an adherent reflectorized stripe of the specified thickness and width that is capable of resisting deformation by traffic. All marking materials shall be certified lead free and free of cadmium, mercury, hexvalent chromium, and other toxic heavy metals.

The black epoxy marking shall be a two-component, hot-spray applied epoxy resin pavement marking material to be used for pavement marking on Portland cement concrete pavement surfaces. Following an aggregate drop, and upon curing, it shall produce an adherent stripe of specified thickness and width capable of resisting wear from traffic. Black contrast pavement markings will be required on all Portland cement concrete pavements.

**Materials Requirements:**

A. White and Yellow Reflectorized Epoxy

1. Epoxy Composition Requirements:

The epoxy resin composition shall be specifically formulated for use as a pavement marking material and for hot-spray application at elevated temperatures. The type and amounts of epoxy resins and curing agents shall be at the option of the manufacturer, providing the other composition and physical requirements of this specification are met.

The epoxy marking material shall be a two-component (Part A and Part B), 100% solids type system formulated and designed to provide a simple volumetric mixing ratio (e.g. two volumes of Part A to one volume of Part B).

Component A of both white and yellow shall conform to the following requirements:

**% BY WEIGHT**

	<b>WHITE:</b>	<b>YELLOW:</b>
Pigments	Titanium Dioxide - 18% Min. (ASTM D476, Type II)	Organic Yellow - 6%-10%
Epoxy Resin	75% Min., 82% Max.	70% Min., 77% Max.

The entire pigment composition shall consist of either titanium dioxide and/or organic yellow pigment. No extender pigments are permitted. The white pigment upon analysis, shall contain a minimum of 16.5% TiO<sub>2</sub> (100% purity).

Epoxy Content-WPE (Component A) - The epoxy content of the epoxy resin will be tested in accordance with ASTM D1652 and calculated as the weight per epoxy equivalent (WPE) for both white and yellow. The epoxy content will be determined on a pigment free basis. The epoxy content (WPE) shall meet a target value provided by the manufacturer and approved by the Department's Material and Research Section (from now on will be addressed as Department). A  $\pm 50$  tolerance will be applied to the target value to establish the acceptance range.

Amine Value (Component B) - The amine value of the curing agent shall be tested in accordance with ASTM D2074-66 to determine its total amine value. The total amine value shall meet a target value provided by the manufacturer and approved by the Department. A  $\pm 50$  tolerance will be applied to the target value to establish the acceptance range.

Toxicity - Upon heating to application temperature, the material shall not exude fumes which are toxic or injurious to persons or property.

Viscosity - Formulations of each component shall be such that the viscosity of both components shall coincide (within 10%) at a recommended spray application.

2. Physical Properties of Mixed Composition:

Unless otherwise noted, all samples are to be prepared and tested at an ambient temperature of  $73 \pm 5$  F. ( $23 \pm 3$  C).

- a. Color. The white epoxy composition when applied at a minimum wet film thickness of 20+1 mils (500  $\mu$ m) as applicable and allowed to dry, shall plot within the boundaries described by the four corner points listed in Tables 1 and 2 of ASTM D 6628-01 when measured in accordance with the test methods prescribed in Section 7 of ASTM D 6628-01.

The yellow epoxy composition when applied at a minimum wet film thickness of 20+1 mils (500  $\mu$ m) as applicable and allowed to dry, shall plot within the boundaries described by the four corner points listed in Tables 1 and 2 of ASTM D 6628-01 when measured in accordance with the test methods prescribed in Section 7 of ASTM D 6628-01.

- b. Directional Reflectance. The white epoxy composition (without glass spheres) shall have a daylight directional reflectance of not less than 84% relative to a magnesium oxide standard when tested in accordance with Method 6121 of Federal Test Method Standard No. 141.

The yellow epoxy composition (without glass spheres) shall have a daylight directional reflectance of not less than 55% relative to a magnesium oxide standard when tested in accordance with Method 6121 of Federal Test Method Standard No. 141.

- c. Drying Time (Laboratory). The epoxy composition, when mixed in the proper ratio and applied at a 20+1 mils (500  $\mu$ m) minimum wet film thickness, and immediately dressed with large reflective glass spheres (Federal Spec. Type 4) at a rate of 12 lb/gal (1.4 kg/l) of epoxy pavement marking materials, immediately followed by a second drop of AASHTO M-247 Type 1 glass spheres applied at a rate of 12 lb/gal (1.4 kg/L) of epoxy pavement marking material, shall exhibit a no-track condition in 15 minutes or less (ASTM D711). A Bird Applicator or any other doctor blade shall be used to produce a uniform film thickness.

- d. Drying Time (Field). When installed at a minimum wet film thickness of 20±1 mils (500 or 625 um) and reflectorized with glass spheres, the maximum drying times shall correspond to these temperatures:
- |             |            |
|-------------|------------|
| 80 F (27 C) | 10 minutes |
| 70 F (21 C) | 10 minutes |
| 60 F (16 C) | 15 minutes |
| 50 F (10 C) | 25 minutes |
| 40 F (4 C)  | 45 minutes |
| 35 F (2 C)  | 60 minutes |

The composition shall dry to “no-tracking” in approximately 10 minutes, and after thirty (30) minutes shall show no damaging effect from traffic. Dry to no-tracking shall be considered as the condition where no visual deposition of the epoxy marking to the pavement surface is observed when viewed from a distance of 100 feet (30 meters), after a passenger car is passed over the line. Regardless of the temperature at the time of installation, the installation contractor shall be responsible for protection of the markings material until dry to a non-tracking state.

- e. Abrasion Resistance. The wear index of the composition shall not exceed 82 when tested in accordance with ASTM C501 using a CS-17 wheel and under a load of 1000 grams for 1000 cycles.
- f. Tensile Strength. The tensile strength of the epoxy composition shall not be less than 6000 psi (41 MPa) when tested in accordance with ASTM D638 using a Type IV specimen [0.125" ± 0.010" (3.18 ± 0.25 mm) thick]. Tests shall be conducted at an ambient temperature of 75 ± 5 F (24 ± 3 C). The testing machine shall operate at a speed of 0.20" (5.1 mm) per minute.

The total conditioning or drying period, from the time the epoxy composition is first mixed to the time of testing, shall not be less than 24 hours nor more than 96 hours.

Test specimens for tensile strength determination will be prepared as follows:

A 1/8 inch (3 mm) thick sheet of epoxy material is cast from a reservoir-type mold, fabricated from polytetrafluorethylene (PTFE), 1/8" deep x 10" x 10" (3 mm deep x 250 mm x 250 mm).

Prior to casting, the mold is sprayed with a suitable release agent. A sufficient amount of epoxy composition is mixed in the proper proportions (A:B) and poured level with the top of the mold. Care should be taken so as not to decrease or exceed the 1/8" (3 mm) thickness.

After a period of 1 to 4 hours, the material will have set into a semi-rigid sheet that is flexible enough to die-cut yet rigid enough to retain its shape. While the material is in this “plastic” state, five (5) specimens shall be die-cut and then placed on a flat, smooth, PTFE surface for the completion of the specified conditioning period.

- g. Compressive Strength. The compressive strength of the epoxy composition shall not be less than 12,000 psi (83 MPa) when tested in accordance with ASTM D695 except that a compression tool shall not be necessary. The test specimen shall be a right cylinder [0.50 inch diameter by 1.0 inch length (12 mm diameter by 25 mm length)]. Tests shall be conducted at an ambient temperature of 75 ± 5 F (24 ± 3 C).

The total conditioning or drying period, from the time the epoxy composition is first mixed to the time of testing shall not be less than 24 hours nor more than 96 hours.

Test specimens for compressive strength determinations will be prepared as follows:

Five molds will be prepared from 1/2" (12 mm) I.D., 1/16" (1.5 mm) wall thickness acrylic tubing, cut in 1 1/2" (38 mm) lengths. After spraying the inside of the mold with a suitable release agent,<sup>(1)</sup> the cylindrical tubes are placed in a vertical position on a PTFE sheet base. A sufficient amount of epoxy composition is thoroughly mixed in the proper proportions (A:B) and poured into the mold to a depth of approximately 1 1/4" (32 mm). After a minimum of 72 hours curing, the specimens are removed from the molds and machined to a length of 1" ± 0.002" (25 mm ± 0.05 mm).

- h. Hardness. The epoxy composition when tested in accordance with ASTM D2240 shall have a Shore D hardness of between 75 and 100. Samples shall be allowed to dry for not less than 24 hours nor more than 96 hours prior to testing.

**B. Reflective Glass Spheres/Beads**

Reflective glass spheres for drop-on application shall conform to the following requirements:

The glass spheres shall be colorless; clean; transparent; free from milkiness or excessive air bubbles; and essentially clean from-surface scarring or scratching. They shall be spherical in shape and at least 80% of the glass beads shall be true spheres when tested in accordance with ASTM D1155. At least 80% of the Type IV beads shall be true spheres as measured by the visual method.

The refractive index of the spheres shall be a minimum of 1.50 as determined by the liquid immersion method at 77 °F (25 °C).

The silica content of the glass spheres shall not be less than 60%.

The crushing resistance of the spheres shall be as follows: A 40 lb. (18 kg) dead weight, for 20 to 30 (850 µm to 600 µm) mesh spheres shall be the average resistance when tested in accordance with ASTM D1213.

The glass spheres shall have the following grading when tested in accordance with ASTM D1214.

M247 AASHTO Type 1 Glass Spheres

<u>U.S. Standard Sieve</u>	<u>% Retained</u>	<u>% Passing</u>
#20 (850µm)	0	100
#30 (600µm)	5-25	75-95
#50 (300µm)	40-65	15-35
#100 (150µm)	15-35	0-5
Pan	0-5	

Type 4 Large Spheres

<u>U.S. Standard Sieve</u>	<u>% Retained</u>	<u>% Passing</u>
#10 (2000 µm)	0	100
#12 (1680 µm)	0-5	95-100
#14 (1410 µm)	5-20	80-95
#16 (1190 µm)	40-80	10-40
#18 (1000 µm)	10-40	0-5
#20 (850 µm)	0-5	0-2
Pan	0-2	

The AASHTO M247 Type 1 glass spheres shall be treated with a moisture-proof coating. They shall show no tendency to absorb moisture in storage and shall remain free of clusters and hard lumps. They shall flow freely from dispensing equipment at any time when surface and atmosphere conditions are satisfactory for marking operations. The moisture-resistance of the glass spheres shall be determined in accordance with AASHTO M247 test method 4.4.1.

Type IV glass spheres shall be treated with an adhesion coating. They shall show no tendency to absorb moisture in storage and shall remain free of clusters and hard lumps. They shall flow freely from dispensing equipment at any time when surface and atmosphere conditions are satisfactory for marking operations. The adhesion coating property of the Type IV beads shall be tested in accordance with the dansyl-chloride test.

**C. Black Epoxy Contrast Markings**

Epoxy Resin Requirements: The two-component, 100% solids, paint shall be formulated and designed to provide a simple volumetric mixing ratio (e.g. 2 part component A to 1 part component B) specifically for service as a hot-spray applied binder for black aggregate in such a manner as to produce maximum adhesion. The material shall be composed of epoxy resins and pigments only.

The paint shall be well mixed in the manufacturing process and shall be free from defects and imperfections that may adversely affect the serviceability of the finished product. The paint shall not thicken, curdle, gel, settle excessively, or otherwise display any objectionable properties after storage. Individual components shall not require mixing prior to use when stored for a maximum of 6 months.

The overall paint composition shall be left to the discretion of the manufacturer, but shall meet the following requirements:

Composition:	<u>Component</u> Carbon Black (ASTM D476 Type III)	<u>Percent By Weight</u> 7±2 percent, by weight
	Talc	14±2 percent, by weight
	Epoxy Resin	79±4 percent, by weight

D. Black Aggregate

The moisture resistant aggregate shall meet the gradation requirements (AASHTO T27) as follows:

<u>Sieve Size</u>	<u>Percent Retained</u>
#30	18-28%
#40	60-80%
#50	2-14%

The moisture resistant aggregate shall have a ceramic coating. The aggregate shall be angular with no dry dispensement pigment allowed.

<u>Hardness:</u>	The black aggregate hardness shall be 6.5-7 on Moh's Mineral Scale.
<u>Porosity:</u>	The black aggregate porosity shall be less than two (2) percent.
<u>Moisture Content:</u>	The black aggregate moisture content shall be less than a half (.5) percent.

E. Packaging and Shipment

Epoxy pavement marking materials shall be shipped to the job site in strong substantial containers. Individual containers shall be plainly marked with the following information:

- a. Name of Product
- b. Lot Number
- c. Batch Number
- d. Test Number
- e. Date of Manufacture
- f. Date of expiration of acceptance (12 months from date of manufacture)
- g. The statement (as appropriate)  
Part A - Contains Pigment & Epoxy Resin  
Part B - Contains Catalyst
- h. Quantity
- i. Mixing proportions, Application Temperature and Instructions
- j. Safety Information
- k. Manufacturer's Name and Address

Reflective glass spheres shall be shipped in moisture resistant bags. Each bag shall be marked with the name and address of the manufacturer and the name and net weight of the material.

F. The Department reserves the right to randomly take a one-quart sample of white, yellow and hardener, of the epoxy material or glass spheres without prior notice for testing to ensure the epoxy material meets specifications.

Epoxy Application Equipment:

Application equipment for the placement of epoxy reflectorized pavement markings shall be approved by the Department, prior to the start of work.

At any time throughout the duration of the project, the Contractor shall provide free access to his epoxy application equipment for inspection by the Engineer or his authorized representative.

In general, the application equipment shall be a mobile, truck mounted and self contained pavement marking machine, specifically designed to apply epoxy resin materials and reflective glass spheres in continuous and skip-line patterns. The application equipment shall be maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. In addition, the truck mounted unit shall be provided with accessories to allow for the marking of legends, symbols, crosswalks, and other special patterns.

The Engineer may approve the use of a portable applicator in lieu of truck mounted accessories, for use in applying special markings only, provided such equipment can demonstrate satisfactory application of reflectorized epoxy markings in accordance with these specifications.

The applicator shall be capable of installing up to 20,000 lineal feet (6,100 lineal meters) of epoxy reflectorized pavement markings in an 8-hour day and shall include the following features:

1. The applicator shall provide individual material reservoirs, or space, for the storage of Part A and Part B of the epoxy resin composition; for the storage of water; and for the storage of reflective glass spheres.
2. The applicator shall be equipped with heating equipment of sufficient capacity to maintain the individual epoxy resin components at the manufacturer's recommended temperature for spray application and for heating water to a temperature of approximately 140 °F (60 °C).
3. The glass spheres shall be gravity dropped upon 20 mils (500 um) of epoxy pavement markings to produce a wet-night-reflective pavement marking. The large spheres (Federal Spec. Type 4) shall be applied at a rate of 12 pounds per gallon (1.4 kg/L) of epoxy pavement marking material, immediately followed by a second drop of AASHTO M-247 Type 1 glass spheres applied rate of 12 pounds per gallon (1.4 kg/L) of epoxy pavement marking material. This application rate and the following gradation shall conform to FHWA's FP-96: Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (pages 757-761 Type 3 and Type 4 Beads).
4. The applicator shall be equipped with metering devices or pressure gauges, on the proportioning pumps. Metering devices or pressure gauges shall be visible to the Engineer.
5. The applicator shall be equipped with all the necessary spray equipment, mixers, compressors, and other appurtenances to allow for the placement of epoxy reflectorized pavement markings in a simultaneous sequence of operations as described below in Construction Details, D. Applications of Epoxy Reflectorized Pavement Markings of this Special Provisions.

**Construction Details.**

- A. General: All pavement marking and patterns shall be placed as shown on the Plans or as directed by the Engineer.

Before any pavement markings work is begun, a schedule of operations shall be submitted for the approval of the Engineer. This schedule shall be submitted 2 weeks prior to the application of the striping.

At least five (5) days prior to starting striping the Contractor shall provide the Engineer with the epoxy manufacturer's written instructions for use. These instructions shall include but not be limited to: mixing ratios, application temperatures, and recommendations for use of water spray.

The application of pavement markings shall be done in the general direction of traffic. Striping against the direction of traffic flow shall not be allowed.

The Contractor shall be responsible for removing, to the satisfaction of the Engineer, tracking marks, spilled epoxy or epoxy markings applied in unauthorized areas.

The hot water spray shall not be used in conjunction with markings applications on any pavement surface, or on any existing durable type marking, unless specifically recommended by the manufacturer of the epoxy material.

- B. Atmospheric Conditions: Epoxy pavement markings shall only be applied during conditions of dry weather and on substantially dry pavement surfaces. At the time of installation the pavement surface temperature shall be a minimum of 35 F (2 C) and the ambient temperature shall be a minimum of 35 F (2 C) and rising. The Engineer shall be the sole determiner as to when atmospheric conditions and pavement surface conditions are such to produce satisfactory results.
- C. Surface Preparations: The Contractor shall clean the pavement or existing durable marking to the satisfaction of the Engineer.

Surface cleaning and preparation work shall be performed only in the area of the epoxy markings application.

At the time of application all pavement surfaces and existing durable markings shall be free of oil, dirt, dust, grease and similar foreign materials. The cost of cleaning these contaminants shall be included in the bid price of this item. Also, the item shall include the cost of removal of the curing component in the area of the epoxy markings application, if concrete curing compounds on new portland cement concrete surfaces have been used. Waterblasting will not be permitted for removal.

- D. Application of White/Yellow Epoxy Reflectorized Pavement Markings: White/yellow epoxy reflectorized pavement markings shall be placed at the widths and patterns designated on the Contract Plans.

Markings operations shall not begin until applicable surface preparation work is completed, and approved by the Engineer.

White/yellow epoxy pavement markings shall be applied at a minimum uniform thickness of 20 mils (500 µm) on all Portland cement concrete and bituminous concrete pavement, including Stone Matrix Asphalt.

Large reflective glass spheres (Federal Spec. Type 4) shall be applied at the rate of 12 pounds per gallon (1.4 kg/L) of epoxy pavement marking material, immediately followed by a second drop of AASHTO M-247 Type 1 glass spheres applied at a rate of 12 pounds per gallon (1.4 kg/L) of epoxy pavement marking material. Glass spheres shall uniformly cover the length and width of the pavement marking.

- E. Application of Black Epoxy Contrast Pavement Markings: Black epoxy contrast pavement markings shall be placed at the widths designated on the Contract Plans.

Markings operations shall not begin until applicable surface preparation work is completed, and approved by the Engineer.

Black epoxy contrast pavement markings shall be applied at a minimum uniform thickness of 20 mils (500 µm) on all Portland cement concrete surfaces followed by a single drop of graded black aggregate.

The width of black epoxy line shall be applied for the following situations:

Center Skip Line - On Portland cement concrete pavements a black contrast skip line shall be 10 feet (3 m) in length of the same width as the white epoxy reflectorized skip. It is to lead the white skip and stop at the beginning of the white skip. The black contrast skip is to have a single application of graded black aggregate.

Edge Lines - White Edge lines on Portland cement concrete pavements shall have a 3 inch black contrast line running parallel to the white edge line. The contrast line shall be to the inside or travel

lane side of the edge line. The black contrast marking is to be applied with a single drop of graded black aggregate. Once it has cured sufficiently so as not to track, the reflectorized white line is to be applied along side of the contrast line and the two lines shall adjoin each other.

Dotted Line: All dotted lines on Portland cement concrete pavements shall have a base of black contrast markings which is 4 inches (100 mm) wider than the reflective white marking. The black contrast marking is to be applied first with a single drop of graded black aggregate. Once it has cured sufficiently so as not to track, the reflectorized white line is to be applied on top of it. The reflective line is to be centered along the black contrast line such that a minimum of 2 inches (50 mm) of black contrast marking is visible on either side of the reflective marking.

F. Defective Epoxy Pavement Markings: Epoxy reflectorized pavement markings, which after application and curing are determined by the Engineer to be defective and not in conformance with this specification, shall be repaired. Repair of defective markings shall be the responsibility of the Contractor and shall be performed to the satisfaction of the Engineer as follows:

1. Insufficient film thickness [(less than 20±1 mils (500 µm) as applicable] and line widths; insufficient glass bead coverage or inadequate glass bead retention.

Repair Method: Prepare the surface of the defective epoxy marking by shot blasting, sand blasting, or water blasting. No other cleaning methods will be allowed. Surface preparation shall be performed to the extent that a substantial amount of the reflective glass spheres are removed and a roughened epoxy marking surface remains.

Immediately after surface preparation remove loose particles and foreign debris by brooming or blasting with compressed air.

Repair shall be made by re-stripping over the cleaned surface, in accordance with the requirements of this specification and at a full 20±1 mils (500 µm) minimum line thickness as applicable.

2. Uncured or discolored epoxy (brown patches); insufficient bond to pavement surface (or existing durable marking).

Uncured epoxy shall be defined as applied material that fails to cure (dry) in accordance with the requirements of this specification under MATERIALS, A, 2d. DRYING TIME (FIELD); or applied material that fails to cure (dry) within a reasonable time period under actual field conditions, as defined by the Engineer.

Discoloration (brown patches) shall be defined as localized areas or patches of brown or grayish colored epoxy marking material. These areas often occur in a cyclic pattern and also, often are not visible until several days or weeks after markings are applied.

Repair Method: The defective epoxy marking shall be completely removed and cleaned to the underlying pavement surface to the satisfaction of the Engineer.

The extent of removal shall be the defective area plus any adjacent epoxy pavement marking material extending one foot (300 mm) any direction.

After surface preparation work is complete, repair shall be made by re-applying epoxy over the cleaned pavement surface in accordance with the requirements of this specification.

3. Reflectivity for epoxy resin paint.

After satisfactory completion of all striping work and written notification from the Contractor, the Department shall test the striping to ensure it has the minimum reflectivity. The testing will be completed within 30 calendar days from notification. The Contractor may request that tests be conducted on completed phases or portions of the work. Approval of such a request will be at the discretion of the Engineer. Testing will be done using a LTL-X Retrometer (30 meter geometry). Five readings will be taken per line per mile (1.6 km). Projects less than 1 mile (1.6 km) in length will have a minimum of 5 readings per line. These readings will then be averaged for the overall project average.

The required average minimum initial reflectivity reading in millicandellas shall be:

White 450  
Yellow 325

Any single reading shall not be less than 350 millicandellas for white and 250 millicandellas for yellow. Without exception, any pavement markings installed that does not meet the above average minimum initial reflectivity numbers shall be removed and replaced, at the installation contractor's expense.

Other defects not noted above, but determined by the Engineer to need repair, shall be repaired or replaced as directed by and to the satisfaction of the Engineer.

All work in conjunction with the repair or replacement of defective epoxy reflectorized pavement markings shall be performed by the Contractor at no additional cost to the State.

**Method of Measurement:**

The quantity of permanent pavement striping (white, yellow, or black epoxy resin paint) will be measured by the number of linear feet (meters) of pavement striping line and number of square feet (meter) of symbol installed on the pavement and accepted in accordance with the Plans.

**Basis of Payment:**

The quantity of permanent pavement striping (white, yellow, or black epoxy resin paint) payment will be paid for at the Contract unit price per linear foot (meter) for 3", 4", 5", 6", 8", 9", 10", 12", 14", 16" (75 mm, 100 mm, 125 mm, 150 mm, 200 mm, 225 mm, 250 mm, 300 mm, 350 mm, or 400 mm) line and the Contract unit price per square foot (meter) of symbol. The quantity of permanent pavement marking (white, yellow, or black epoxy resin paint) will be paid for at the Contract unit price per linear foot (meter) of line and the Contract unit price per square foot (meter) of symbol. Price and payment shall include striping layout, cleaning and preparing the pavement surface, and placing all materials, for all labor, tools, equipment and incidentals necessary to complete the work.

**NOTE:**

For information only:

The following manufacturers are known to us which manufacturer Epoxy Resin Paint for Pavement Striping. The Department does not endorse or require the use of any of the manufacturers listed below. However, a bidder wishes to use another manufacturer's product, it shall be submitted for review and approval prior to submitting a bid proposal. Should the product be deemed unacceptable by the Department, the successful bidder will be required to use only an approved product.

1. POLY CARB, Inc.  
33095 Bainbridge Road  
Solon, Ohio 44139  
Tel. 1-800-CALLMIX
2. IPS - Ennis Paint  
P.O. Box 13582  
Research Triangle Park, North Carolina 27709  
Tel. 1-877-477-7623
3. Epoplex  
One Park Avenue  
Maple Shade, NJ 08052  
Tel. 1-800-822-6920
4. Or an approved equal.

8/7/2013

**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, 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 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.

5/21/2013

**749500 – SIGN PANEL**

**749578 - EXTRUDED SIGN PANEL GROUND MOUNTED TYPE III SHEETING (FEDERAL)**

**Description:**

This work consists of furnishing all materials, fabrication, and erection of new extruded aluminum sign panels, complete with demountable copy, connections to supports, and other incidentals as are shown on the Plans, or described in the special provisions to be used for all federally funded projects.

The item shall also include removing and transporting of the existing sign panels before fabricating and erecting new sign panels, if such requirement is specified on the Plans.

**Design:**

Sign panels and their connections to supports shall be designed for applicable loadings and allowable stresses specified for supports. All panels, stiffeners and subframing shall conform with any pertinent requirements set forth in the AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals" with subsequent revisions. No method of stiffening will be allowed which would require rivets, bolts, screws, or nuts perforating the message face. The Contractor shall submit detail drawings showing the details for fabrications of the panels and support connections for prior approval.

**Extruded Aluminum:**

Extruded aluminum sign panels shall have demountable copy. After installation of the signs is completed, they will be inspected. If specular reflection is apparent on any sign, its positioning shall be adjusted by the Contractor, as directed by the Engineer.

Sign Panel Size: Sizes of sign panels having demountable copy have been based on the 3M Company spacing charts. All letters shall be placed in accordance with manufacturer's spacing charts. Overall horizontal and vertical dimensions shall be in 6" (150 mm) increments.

**Materials:**

The overhead sign sheeting shall be wide angle, prismatic, retroreflective sheeting. The coefficients of retroreflection,  $R_A$ , shall not be less than the minimum values specified in the following table when tested in accordance with ASTM E 810. This table contains "core" values as found in ASTM D 4956. The 0.1 observation angle is not required for this item.

Minimum Coefficient of Retroreflection  $R_A$   
(Candelas per lux per square meter)

TABLE 3 Type IX Sheeting <sup>A</sup>							
Observation Angle	Entrance Angle	White	Yellow	Orange	Green	Red	Blue
0.1 <sup>A</sup>	-4	660	500	250	66	130	30
0.1 <sup>B</sup>	+30	370	280	140	37	74	17
0.2	-4	380	285	145	38	76	17
0.2	+30	215	162	82	22	43	10
0.5	-4	240	180	90	24	48	11
0.5	+30	135	100	50	14	27	6.0
1.0	-4	80	60	30	8.0	16	3.6
1.0	+30	45	34	17	4.5	9.0	2.0

<sup>A</sup> Minimum Coefficient of Retroreflection ( $R_A$ )  $cd \cdot lx^{-1} \cdot m^{-2}$

<sup>B</sup> Values for 0.1 observation angles are supplementary requirements that shall apply only when specified by the purchaser in the contract or order.

The ground mounted sign sheeting shall meet or exceed the following values. The coefficients of Retroreflection shall be determined in accordance with ASTM E-810. This table contains “core” values as found in ASTM D 4956. The 0.1 observation angle is not required for this item.

Observation Angle	Entrance Angle	White	Yellow	Orange	Green	Red	Blue	Brown
0.1 <sup>B</sup>	-4	300	200	120	54	54	24	14
0.1 <sup>B</sup>	+30	180	120	72	32	32	14	10
0.2	-4	250	170	100	45	45	20	12
0.2	+30	150	100	60	25	25	11	8.5
0.5	-4	95	62	30	15	15	7.5	5.0
0.5	+30	65	45	25	10	10	5.0	3.5

<sup>A</sup> Minimum Coefficient of Retroreflection( $R_A$ )  $cd/fc/ft^2(cd \cdot lx^{-1} \cdot m^{-2})$

<sup>B</sup> Values for 0.1 observation angles are supplementary requirements that shall apply only when specified by the purchaser in the contract or order.

**WARRANTY**

The sheeting manufacturer shall submit with each lot or shipment, a certification that states the material supplied will meet all the requirements listed herein.

**Field Performance Requirements:**

The retroreflective sheeting will be considered unsatisfactory if it has deteriorated due to natural causes to the extent that: (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions; or (2) the coefficient of retroreflection is less than the minimum specified for that sheeting during that period listed.

85% of values listed in Table 7 Type III after 10 years  
 80% of values listed in Table 3 Type IX after 12 years.

All measurements shall be made after sign cleaning according to sheeting manufacturer’s recommendations.

**Sheeting Manufacturer’s Replacement Obligation:**

Where it can be shown that retroreflective signs supplied and used according to the sheeting manufacturer’s recommendations, have not met the performance requirements of this specification the sheeting manufacturer shall cover restoration costs as follows for sheeting shown to be unsatisfactory during:

The entire 12 years (Type IX) and 8 years (Type III): the sheeting manufacturer will replace the sign in it's entirety inclusive of the sign panel, sign sheeting, labor, and M.O.T required to restore the sign surface to its original effectiveness.

**Extruded Aluminum:**

**Extruded Aluminum Sign Panels and Edge Strip.** Extruded aluminum sign panels and edge strip shall conform to B221, alloy 6063 T6.

**Hardware:** hardware shall be clear anodized, conforming to one of the following: B209, alloy 2024 T4; B211, alloy 2024 T4, 6262 T9, 6061 T6, 7075 T6 or 2017 T4.

**Extruded Aluminum:**

The front faces of the sign panels shall be degreased by one of the following methods:

1. Vapor degreasing by total immersion in a saturated vapor of trichlorethylene or perchloroethylene. Trademark printing shall be removed with lacquer thinner or by a controlled alkaline cleaning system.
2. Alkaline degreasing by total immersion in a tank containing alkaline solutions controlled and titrated to the solution manufacturer's specification. Rinse thoroughly with clean running water.

Immersion time shall depend upon the amount of grease or dirt present and the gage of the metal, and shall be sufficient to effect complete removal of all corrosion, white rust, and dirt.

Following degreasing, the front faces shall be etched by one of the following methods:

1. Acid etching in a 6 to 8 percent phosphoric acid solution at 100 °F (38 °C), or proprietary acid etching solution. Rinse thoroughly with cold, then hot running water.
2. Alkaline etching in an approved alkaline etching material that is controlled by titration. The etching time, temperature, and concentration shall be as specified by the solution manufacturer. Smut shall be removed with an acidic chromium compound type solution as specified by the solution manufacturer, and shall be rinsed thoroughly with clean running water.

The surface etch shall provide a clean mat, or non-glare finish, suitable for the application of the retroreflective sheeting. This finish shall also be suitable for the uncovered reverse sides of the signs. Any protective film or coating applied to resulting from chemical action on the aluminum surface shall be light, tight, and free from all powdery residue.

As an alternate to the above etching systems, any one of the following metal preparation systems, employing a chemical conversions coating, may be used providing it complies fully with the recommendations and specifications furnished by the respective preparation manufacturer:

1. "Alodine" 1200 or 1200S, by Amchem Products, Inc.
2. "Bonderite" 723 with Process Specification No. 249, by Parker Rust Proof Company.
3. "Chromicoat", by Oakite Products, Inc.
4. Other approved system(s), producing a conversion coat meeting the requirements of Military Specification MIL-C-5541.

Alternate coats shall be light, tight, and free from any powdery residue.

After degreasing and etching, the panels shall be dried by the use of forced, hot air.

Panels shall not be handled except by device or clean canvas gloves, from the time degreasing is started to the time of application of retroreflective sheeting, nor shall contaminants be permitted to come into contact with the panels during that period.

**Construction Methods:**

**Sign Face Finishing:** All retroreflective sheeting, backgrounds, letters, numerals, symbols, and borders shall be clean-cut and sharp, and the messages on all signs shall be as indicated on the plans. Application of retroreflective sheeting to aluminum panels shall be in accordance with sheeting manufacturer's recommendations. Retroreflective sheeting shall be color matched and marked. The height of characters and the alphabet series to be employed for the signs shall conform to the Plans and their references. The alphabet series used on the sign panels shall be those of the publication titled "Standard Alphabets for Highways Signs" of the Federal Highway Administration.

The working drawings prepared by the Contractor shall clearly indicate the proposed spacing of the letters and the locations and arrangements of symbols and borders.

After the panel has been degreased and etched, the retroreflective sheeting shall be applied by a method described elsewhere in these Special Provisions.

No sheeting shall be applied when the temperature is less than 50 F (10 C).

Whenever it is necessary to construct the background of a sign face with two or more pieces of retroreflective sheeting, they must be carefully matched for color prior to application and sign fabrication, to provide uniform appearance and brilliance, day and night. Each full width section of retroreflective sheeting mounted adjacent to another full width section taken consecutively from the same roll shall be rotated and mounted 180 degrees with respect to that adjacent section. This rule shall also be observed as a guide when partial width sheets of retroreflective sheeting are used.

Non-conformance may result in non-uniform shading and an undesirable contrast between adjacent widths of applied sheeting which will render signs unacceptable. The entire background of each sign shall be uniform in color, brilliance, texture, and general appearance as seen in the daytime and under typical automobile illumination at night. No more sections of retroreflective sheeting shall be used for backgrounds than is necessary; remnants, scraps, and odd sized pieces of sheeting shall not be used in the fabrication of any signs manufactured for this contract. Joints between retroreflective sheeting sections shall either butt or overlap no more than 3/8" (9.5 mm).

Horizontal joints between retroreflective sheeting sections shall not be allowed.

Sign Panel Erection: Signs shall be slip-sheeted, packed, and shipped in such manner as to ensure arrival at their respective places of erection in an undamaged condition. All signs arriving at the erection site(s) in a condition which in the opinion of the Engineer, renders them unsuitable for use, shall be removed and replaced by the Contractor at his sole expense. Sign Panels shall not be shipped for erection in such a manner that results in horizontal joints of the retroreflective sheeting.

It is not anticipated that there will be any sign panels which are required to be mounted whose messages will be inappropriate to the guiding of traffic at the time of sign erection. However, in the event that the Engineer determines that certain sign messages are inappropriate, the panels of such signs shall be covered by an opaque material, until such time as the sign messages become appropriate. The covering material and the manner of securing the material to the sign panel(s), shall meet with the approval of the Engineer. The Engineer will indicate to the Contractor which signs, if any, must be covered, and when to remove the covers.

Sign Covers: Sign covers shall be 10 ounce (280 g) cotton duck conforming to ASTM D-320, Army Duck, and dyed to a dark green approximating the green for sign backgrounds.

Identification Tags: The Contractor shall furnish and place identification tags or decals which state the Contract number, month and year of erection on the lower reverse side of the panel, near the point closest to the roadway shoulder.

### **Method of Measurement:**

The quantity of sign panels will be measured as the actual number of square feet (meters) of front sign face surface area of all sign panels constructed, installed and accepted. The area will be computed from the maximum width and height dimensions of each sign panel, as shown on the Plans, or on the approved sign panel shop drawings, (verified by field measurements). All sign panels will be considered either square or rectangular in shape, as the case may be, and no area deductions will be made for rounding of corners.

### **Basis of Payment:**

The quantity of sign panel will be paid for at the Contract unit price per square foot (meter). Price and payment will constitute full compensation for furnishing, fabricating, and erecting sign panels complete in place and accepted, with retroreflective materials, copy, symbols, borders, connections to supports,

degreasing, etching, covering and uncovering sign messages where necessary, and for all labor, materials, tools, equipment, and incidentals required to complete the item.

Unless otherwise indicated on the Plans, the cost of removing and transporting to the nearest highway maintenance yard the existing sign panels and accessories shall also be included under this item if such requirement is indicated on the Plans.

4/11/07

**749687 - INSTALLATION OR REMOVAL OF TRAFFIC SIGN ON SINGLE SIGN POST**

**Description:**

This work consists of installing or removing traffic sign(s) on a single post or other type of pole at the locations indicated on the Plans or as directed by the Engineer. This specification also includes installation of posts in boring holes constructed under other items.

A single sign totaling more than 9 square feet, or with any dimension, length or width, greater than or equal to 48 inches shall be installed on multiple sign posts under Item 749690 - Installation or Removal of Traffic Sign on Multiple Sign Posts.

**Materials:**

The Department will provide all sign materials to be used on this project. The Contractor shall contact the DelDOT Sign Shop Supervisor with project plans and quantity sheets at 302-760-2581. Sign fabrication orders require a minimum of four (4) weeks for completion. Orders placed with less than 4 weeks lead-time will result in a delay. Any delay caused by inadequate lead-time due to a late order will be the sole responsibility of the Contractor. The Contractor shall pick-up the sign materials from the DelDOT Sign Shop and deliver them to the job site without any damage to the sign materials.

**Construction Methods:**

The Contractor shall pick-up necessary signs, sign posts, hardware, and extensions from the Department and install the signs in the locations indicated on the Plans in accordance with the Delaware MUTCD or as directed by the Engineer. The Contractor shall be responsible for obtaining all necessary utility clearances before the signs may be installed. Signs and plaques shall be mounted no lower than the minimum mounting height specified in the Delaware MUTCD. Signs and plaques shall be mounted no higher than one foot above the minimum mounting height specified in the Delaware MUTCD. Any excess sign post protruding above the top of the top sign shall be cut off and removed. For sign removals, the sign posts shall have all nuts, bolts, and other connectors removed. The disturbed ground shall be graded and backfilled accordingly. The Contractor is responsible for disposal of all signing material removed from the project

**Method of Measurement:**

The number of single sign installations or removals will be measured as the actual number of signs installed or removed and accepted.

**Basis of Payment:**

The quantity of single sign post installations or removals will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for installing or removing signs and sign materials, pick-up and delivery of sign materials, grading disturbed areas, and for all labor, equipment, tools, and incidentals required to complete the work. Signs that are not installed in accordance with the Delaware MUTCD or signs installed in the incorrect location shall be moved at no additional cost to the Department.

5/28/2013

**749688 - INSTALLATION OF 4" DIAMETER HOLE, LESS THAN OR EQUAL TO 6" IN DEPTH**

**749689 - INSTALLATION OF 4" DIAMETER HOLE, GREATER THAN 6" IN DEPTH**

**Description:**

This work consists of boring a hole 4" in diameter averaging 6" in depth into bituminous concrete or P.C.C. surfaces for installing single or multiple sign posts at the locations indicated on the Plans or as directed by an Engineer.

**Materials:**

The Contractor shall provide the equipment necessary to bore a 4" hole into paved surfaces, while maintaining the stability of the surrounding paved or P.C.C. surfaces. The depth of the bored hole shall be to the top of the subbase material.

**Construction Methods:**

The holes shall be bored into pavement or P.C.C. islands, medians, or sidewalk using a mechanical hole borer for such work or other methods approved by the Engineer. The hole shall be 4" in diameter. Holes bigger or smaller than 4" shall be corrected at the Contractor's expense.

**Method of Measurement:**

The number of 4" holes in diameter bored will be measured as the actual number of holes bored and accepted.

**Basis of Payment:**

The quantity of holes bored as required above will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for boring holes at the required depth, and for all labor, equipment, tools, and incidentals required to complete the work.

**Note:**

The cost for installing holes and PVC sleeves for sign posts in newly constructed P.C.C. islands, medians, or sidewalks shall be incidental to the P.C.C. item.

3/23/09

**749690 - INSTALLATION OR REMOVAL OF TRAFFIC SIGN ON MULTIPLE SIGN POSTS**

**Description:**

This work consists of installing or removing traffic sign(s) on multiple sign posts at the locations indicated on the Plans or as directed by the Engineer. This specification also includes installation of posts in holes installed under other items.

A single sign totaling more than 9 square feet, or with any dimension, length or width, greater than 48 inches shall be mounted on two (2) posts. Signs with a length greater than or equal to 78 inches shall be mounted on three (3) sign posts.

**Materials:**

The Department will provide all sign materials to be used on this project. The Contractor shall contact the DelDOT Sign Shop Supervisor with project plans and quantity sheets at 302-760-2581. Sign fabrication orders require a minimum of four (4) weeks for completion. Orders placed with less than 4 weeks lead-time will result in a delay. Any delay caused by inadequate lead-time due to a late order will be the sole responsibility of the Contractor. The Contractor shall pick-up the sign materials from the DelDOT Sign Shop and deliver them to the job site without any damage to the sign materials.

**Construction Methods:**

The Contractor shall pick-up necessary signs, sign posts, hardware, and extensions from the Department and install the signs in the locations indicated on the Plans in accordance with the Delaware MUTCD or as directed by the Engineer. The Contractor shall be responsible for obtaining all necessary utility clearances before the signs may be installed. Signs and plaques shall be mounted no lower than the minimum mounting height specified in the Delaware MUTCD. Signs and plaques shall be mounted no higher than one foot above the minimum mounting height specified in the Delaware MUTCD. Any excess sign post protruding above the top of the top sign shall be cut off and removed. For sign removals, the sign posts shall have all nuts, bolts, and other connectors removed. For sign removals, the sign posts shall have all nuts, bolts, and other connectors removed. The disturbed ground shall be graded and backfilled accordingly. The Contractor is responsible for disposal of all signing material removed from the project..

**Method of Measurement:**

The number of sign installations or removals will be measured as the total square foot of the sign(s) installed or removed and accepted.

**Basis of Payment:**

The quantity of sign installations or removals will be paid for at the Contract unit price per square foot. Price and Payment will constitute full compensation for installing or removing signs and sign materials, pick-up and delivery of sign materials, grading disturbed areas, and for all labor, equipment, tools, and incidentals required to complete the work. Signs that are not installed accordance with the Delaware MUTCD or signs installed in the incorrect location shall be moved at no additional cost to the Department.

5/28/2013

**759511 - FIELD OFFICE, SPECIAL II**

**Description:**

This Field Office, Special II item is a field office complex the work of which consists of erecting, furnishing, equipping, maintaining, and removing one (1) double wide modular field office unit, its entrance, and its adjacent parking area and one (1) single wide modular field office unit, its entrance, and its adjacent parking area. These field office units may be situated in different locations. The Contractor shall submit a specific location layout drawing and construction details for each field office, its entrance, and its parking area for approval by the Engineer. Each field office and its parking area shall be for the exclusive use of Department Officials, Engineers, Consultants, and Inspectors.

Each field office structure shall be free of asbestos and/or other hazardous materials. Each field office, its entrance, and its parking area shall be constructed and installed in accordance with all applicable city, county, state, and federal codes. The Contractor shall be responsible for obtaining all required licenses and permits for installation and placement of each field office, its entrance, and its parking area. The costs of obtaining such licenses and permits are to be incidental to the "Field Office, Special II" Item. Each field office shall be available for use by the Department continuously throughout the duration of the project.

**Construction of and Equipment for the Field Offices:**

The double wide field office shall be new and have a minimum floor space of 1,200 square feet with minimum exterior dimensions of 50'-0" length by 24'-0" width and the single wide field office shall be new and have a minimum floor space of 600 square feet with minimum exterior dimensions of 50'-0" length by 12'-0" width. The floor to ceiling height of each field office shall be nominal 8'-0". The exterior walls, ceiling, and floor of each field office shall be insulated. Each field office shall be of weather-proof construction, tightly floored and roofed, constructed with an air space above the ceiling for ventilation, supported above the ground, safely secured to its support if the support is an inground anchored foundation or otherwise by tie-downs to the ground, and fully skirted with rigid watertight covering overlapping the bottom of the exterior siding to the existing ground.

The Contractor shall provide entries to each field office by constructing a stair and deck platform with canopy at each exterior door. These entries shall be fabricated using treated dimension lumber, be constructed with hand and safety railing, be designed to last the life of the Contract, and conform to the requirements of the Architectural Accessibility Board and other federal, state and local boards, bodies and/or courts having jurisdiction in the Contract limits.

The Contractor shall construct and maintain an all weather parking area adjacent to each field office of at least 6000 square feet and having a minimum of 12 functional parking spaces striped for full size cars. An entrance shall be constructed to each field office from its point of access to its parking area as determined by its approved location layout drawing and construction details, the cost to be incidental to the "Field Office, Special II" Item. All weather pathways from the parking area to the entrances of each field office shall also be constructed and maintained. This parking area and entrance pathways shall have a minimum of 2" type "C" hot mix on top of minimum 6" graded aggregate subbase. Snow and/or ice shall be removed from the entrance, the parking area, and the entrance pathways of each field office within 12 hours after each occurrence. Costs for furnishing, placing, and maintaining the aggregate base and hot mix, and for snow and/or ice removal, to be incidental to the "Field Office, Special II" Item.

The ground area 30'-0" from around the perimeter of each field office shall be landscaped and maintained. If the earthen grounds do not have a stand of weed free grass, the surface of this area shall be loosened to a depth of 4" and a satisfactory seedbed shall be prepared free of debris and extraneous matter. The area shall be seeded to a healthy stand of grass or sodded, after which the area shall be watered, mowed, and trimmed a minimum of three times a month during the growing seasons. Cost for this landscaping and maintenance is incidental to the "Field Office, Special II" Item.

Each field office shall have full carpeting, kitchenette facilities, and interior and exterior paneling, lighting, and plumbing fixtures. Each field office shall have a minimum of two (2) exterior doors, each door having a passage and a deadbolt lock. These door locks shall be keyed and at least 2 complete sets of keys

shall be supplied to the Engineer's representatives. The exterior doors of each field office shall be insulated or have storm doors. Each field office shall have a minimum of six (6) windows, each window having a minimum glass area of 1,150 square inches and a horizontal mini-blind covering the full glass area. The windows of each field office shall be insulated or have storm windows, shall be equipped with a locking device, and shall have screens installed and repaired when damaged.

At least two (2) outside water service connections shall be provided at each field office. Each water connection shall have a 3/4" frost proof hose bib with vacuum breaker and shall include 100 linear feet of 5/8" minimum diameter reinforced, industrial or commercial grade, soft rubber hose per connection.

Each field office shall be provided with sufficient natural and artificial light and shall be adequately heated and cooled to provide comfortable working conditions.

Each field office shall have satisfactory lighting, electrical outlets, heating equipment, and exhaust fan and air-conditioning connected to an operational power source. Plan and drawing areas shall have individual fluorescent lights situated over their worktables. Replacement fluorescent lights shall be furnished as required. Electrical current, water, and any fuel for heating equipment shall be furnished and the cost of such shall be borne by the Contractor. Maintenance of the heating, exhaust fan, and air-conditioning equipment for each field office shall be provided for by validated service contracts for the length of the Contract. These service contracts shall allow a Department authorized project person to deal directly with the service organization to request repair.

The Contractor shall furnish and maintain two fire extinguishers and provide one lighted "Exit" sign for each exterior passage door of the field offices. Fire extinguisher(s) may be chemical or dry power and shall be UL Classification 10-B:C(min.) and shall be suitable for Types A:B:C fires. A commercial or industrial type first aid and safety kit suitable for project conditions and hazards (including snakebite) shall be provided and maintained to full capacity on a monthly basis in each field office.

The Contractor shall provide an alarm system in each field office for security with electronic, direct connection to a security service provider. The security systems shall have interior motion, window, and entrance detectors and built in manual fire alarms. All windows of each field office shall be covered with steel bar grids as a deterrent to forced entry. The Contractor shall provide validated monitoring and service contracts for the length of the Contract for each field office. These contracts shall allow a Department authorized project person to deal directly with the security service provider to request service and/or repair.

The Contractor shall furnish and maintain in each field office an adequate supply of cold potable water, a minimum 23 cubic foot new refrigerator, and a minimum 900-watt new microwave oven. Maintenance of the potable water supply equipment, refrigerator, and microwave shall be provided for by validated service contracts for the length of the Contract. These service contracts shall allow a Department authorized project person to deal directly with the service organization to request repair.

Suitable indoor toilet facilities, conforming to the requirements of the State and Local Boards of Health or of other bodies or courts having jurisdiction in the area, shall be provided for each field office. When separate facilities for men and women are not available or required, a sign with the wording "Rest Room" {letter heights of 1" minimum} shall be placed over the doorway and an adequate positive locking system shall be provided on the inside of the doorway to insure privacy. The facility(s) shall be maintained by the Contractor to be clean and in good working condition and shall be stocked by the Contractor with adequate lavatory and sanitary supplies at all times during the period of the Contract.

For each field office the Contractor shall be responsible for performing or for making arrangements for all necessary telephone connections and/or for their maintenance; for providing a new telephone equipment system, for payment of all connections and the new telephone system equipment and its installation; and for final disconnection of the telephones.

The telephone system for the field offices shall have a total of 9 lines consisting of 8 direct single lines with call forward busy feature and 1 dedicated facsimile line and have 8 key sets consisting of 1 master key set having privacy feature, and 7 six-button key sets having privacy feature (1 set which may be for wall mounting), all for the official and exclusive use of the Engineer and other representatives of the Department. Location of telephone lines shall be as directed by the Engineer. Arrangement shall be made to allow a Department authorized project person to deal directly with the telephone company to report outages and/or

request repair. The Contractor shall arrange for the installation and initial setup of the specified telephone system. Initial installation and setup costs shall be the responsibility of the Contractor as well. All subsequent monthly billings, after initial installation and setup, for each field office telephone system shall be received and paid by the Contractor. A copy of each of these subsequent bills shall be forwarded to the Project Resident for reimbursement on the contract pay estimate and the reimbursement will be for the amount of the bill only and shall not include any additional mark-up or profit.

For all other utilities, the Contractor shall be responsible for performing or for making arrangements for all necessary utility connections and/or for their maintenance; for payment of all utility connections, installations, service fees and bills; and for final disconnection of utilities.

The field office interiors shall be furnished by the Contractor. The Contractor shall provide new and maintain the following office furnishings, all which are to be approved by the Engineer prior to installation in the field office complex. Placement of these furnishings shall be as directed by the Engineer. These furnishings consist of 4 drafting tables with sufficient drawers for standard size plans, either attached to the tables or in cabinet form, each drafting table to have an ergonomic design spring back stool with five leg base having wheel casters, 9 full size office desks each with filing drawer and fully adjustable ergonomic design swivel chair with armrests and five leg base having wheel casters, 1 computer station with acoustical panels having minimum 60 NRC rating for privacy screen and fully adjustable ergonomic design swivel chair with armrests and five leg base having wheel casters, 1 large conference table for a minimum of 12 people with surrounding chairs with armrests, 4 folding tables minimum 6'-0" by 3'-0" each with ergonomic design straight back chair with armrests, 1 work table, 1 supply cabinet, 1 or more clothes closets of ample size to meet inspection manpower requirements, 4 rough plan racks, 4 legal size filing cabinets with 4 drawers, 2 legal size fire-resistant filing cabinets with lock and key with 4 drawers and meeting fire underwriters' approval for not less than one hour test, 2 stackable steel flat file cabinets for 43" by 32" size plan sheets each cabinet having 5 drawers with full suspension, rear hood, and hinged front depressor, 2 book shelves minimum 3'-6" by 4'-6" each, 3 vertical surface legal size three compartment pockets, 2 dry erase boards minimum 4' by 3' each with markers and erasers, and 2 cork bulletin boards minimum 3' by 2'. These office furnishings will remain the property of the Contractor at the conclusion of the project.

For each field office, the Contractor shall also furnish new and maintain the following office equipment, all which are to be approved by the Engineer prior to installation. 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:

4 heavy-duty calculators having extra large 12-digit fluorescent display, full size keyboard with contoured keys, two-color ribbon printer, and AC powered;

1 Muratec MFX-2855D or Toshiba e-STUDIO 2330c or approved equal all-in-one copier which includes scanner, printer, and fax. Copier to have high speed wireless and network capability. Copier shall have all necessary software and cables for proper operation and shall be connected to high speed wireless and connected for use to share on a local network. Copier to have zoom and preset reduction and enlargement features, automatic two (2) sided copying, automatic document feeder with minimum 30 sheet capacity with automatic stapling capacity;

1 micro cassette recorder, having fast playback, voice-activated system, three-digit tape counter, silent auto-stop and pause, two tape speeds, one-touch and follow-up, built-in condenser microphone, cue and review, and rechargeable with combination battery charger/AC adapter;

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

2 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 (minimum 256MB) capability, and storage case.

Consumables as required to manage the business of the project for each field office 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 in each field office 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.

### **Computer Requirements for Each Field Office:**

Each field office shall have two (2) IBM compatible Microcomputer Systems both which will be furnished and maintained by the Contractor for use by the Engineer, the cost to be incidental to the "Field Office, Special II" Item. 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, unless otherwise determined by the Engineer. In each field office both of the two (2) Microcomputer Systems 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 80GB 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

2 HP Color LaserJet CP3525n or Xerox Phaser 6280 or approved equal color printers with high speed

wireless and network capability. Printers shall have all necessary software and cables for proper operation and shall be connected to high speed wireless and connected for use to share 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:

spreadsheet - "Lotus 1-2-3®",  
suite - "Microsoft® Office XP Professional",  
tracking - "Expedition®",  
antivirus - "Norton Systemworks™ 2004, and  
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, (or other high speed internet access) with all associated hardware (adapters, cables, etc) and software to enable wireless networking (or other high speed internet access) 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 in each field office 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 Requirements for Each Field Office:**

Maintenance of each field office including its entrance and 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 vermin and pest control by professional exterminator(s), 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 for each field office 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 each field office is ready for use.

**Method of Measurement:**

This item will not be measured but will be paid for on a monthly basis. Partial months will be paid at the rate of 0.033 months per day.

**Basis of Payment:**

The field office complex will be paid for on a unit price bid per month, which price shall be full compensation for performing the work specified and the furnishing of all materials, labor, tools, equipment and incidentals necessary to maintain each field office, their entrance, and their adjacent parking area and restore each field office area, entrance, and adjacent parking area to match their original site condition. No separate payment will be made for costs involved for removing hazardous material or underground tanks to install these field offices, their entrances, and their parking areas. One (1) unit of payment will constitute erecting, furnishing, equipping, maintaining, and removing one (1) double wide field office and one (1) single wide field office and their entrances and parking areas.

Payment will be made only for the actual number of months that the field office complex is acceptably provided by the Contractor.

The field offices, their entrances, and their parking areas shall be ready for use not later than forty-five (45) calendar days after the date of the fully executed Contract and before construction operations begin.

1/19/10

## **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. The Contractor may utilize GPS equipment to perform the excavation and embankment for the project as indicated on the plans. Use of this procedure and equipment is intended for grading the subgrade surface only; it is not intended for use in constructing final surface grades. GPS technology and machine control technology shall not be used in the construction of bridge or structures such as, but not limited to, curb, drainage inlets, manholes, junction boxes, pole bases and pipe inverts.

### **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.

6/11/2012

**763503 - TRAINEE**

**Description:**

The item shall consist of providing training in the construction crafts in accordance with the requirements stated in the General Notices of this proposal under the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

**Basis of Payment:**

The payment for the item shall be made at a fixed rate of \$.80 per hour toward the hourly rate of the trainee.

5/2/02

**763508 - PROJECT CONTROL SYSTEM DEVELOPMENT PLAN**  
**763509 - CPM SCHEDULE UPDATES AND/OR REVISED UPDATES**

**Description:**

Plan, schedule and construct the Project by using a Critical Path Method Project Schedule (CPM) meeting the requirements of these specifications. Use the CPM for coordinating and monitoring the Work specified in the Contract Documents including all activities of Subcontractors, vendors, suppliers, utilities, railroads, the Department, and all other parties associated with the construction of the Contract. Include all Work in the CPM; including but not limited to submittals, major procurement, delivery, and construction activities. Include all activities, including bid items, quantified in the Contract Documents. Base the CPM upon the entirety of the Contract Documents. Utilize CPM software that generates files compatible with Primavera P6 Project Management Release: 7.0.0.

**Scheduling Representative:**

Designate a scheduling representative prior to submission of the Original Critical Path Method Project Schedule (OCPM). The scheduling representative is the person primarily responsible for development and maintenance of the CPM schedule; the Contractor's representative in all matters regarding the schedule; and the Contractor's designated attendee for all schedule related meetings. The scheduling representative shall also be knowledgeable of the status of all parts of the Work throughout the duration of the Project. Replacement of the scheduling representative will require written approval from the Engineer.

Submit the qualifications of the scheduling representative to the Engineer for approval. This approval is required before the OCPM will be accepted. The scheduling representative shall have at least three years of verifiable experience for preparing and maintaining CPM project schedules on Contracts of similar size and complexity.

**Critical Path, Project Completion Date, and Float:**

The critical path is defined as the series of activities in a CPM that has the longest path in time. The submitted activity sequence and durations must generate a CPM with only one critical path. Divide Project wide activities such as Maintenance of Traffic, Construction Engineering, or Temporary Erosion Control that, by their nature, generate long durations and complement other activities into "establish" and "conclude" activities to prevent this type of Work from occupying a significant portion of the critical path.

The project start date, or initial data date, of the original CPM shall be the first chargeable day of Work. Nonproductive Work and administrative activities may begin and/or end prior to the project start date. The Original CPM must use all of the Contract Time and contain a critical path containing exactly zero float. Early completion schedules are not permitted. The schedule ending date of the Original CPM that uses all of the Project Time is the contract completion date.

Total Float is the difference between the schedule's finish date and the contract completion date. Free float is the difference in time between an activity's early finish and late finish. Free float is a shared commodity for the use of the Department and the Contractor and is not for the exclusive use or benefit of either party. Both parties have the full use of free float until depleted.

**Submittal of the OCPM; the Start of Work and the Schedule of Record:**

Complete and submit the proposed original CPM schedule (OCPM) database and the written narrative (WN) within 30 calendar days after Contract is Awarded. The WN is a description of any elements of the Schedule that deviate from the proposed construction sequence shown in the Contract Documents. Submit the OCPM in CPM format fully compatible with Primavera P6 Project Management Release: 7.0.0 by email or CD ROM as a single compressed database in CPM format.

The Engineer will complete the review of the OCPM within 30 calendar days after submittal. If required, a Joint Review Conference will be convened at which time the Engineer and Contractor may make

corrections and adjustments to the proposed OCPM. If a revision is necessary due to the Engineer's review or the Joint Review Conference, submit the proposed revision within seven calendar days after receiving the Engineer's review comments or within seven calendar days after the date of the Joint Review Conference, whichever is the latest. Make revisions in accordance with the requirements for the OCPM. The Engineer will respond to the revised OCPM within seven calendar days after receipt. Clearly identify each submittal and resubmittal for clarity by labeling "2<sup>nd</sup> Draft", "3<sup>rd</sup> Draft", etc.

Do not start any Work until the OCPM is accepted. If the Engineer is ready to issue a Notice to Proceed but the OCPM is not yet accepted, the Engineer may issue the NTP and start Contract Time, but forbid Work to begin until the OCPM is accepted. The Engineer may partially accept a OCPM and allow Work to begin if the required corrections to the OCPM are minor, but the Engineer will not accept submittals that do not show the complete schedule. The Engineer will not pay any estimates until the OCPM is partially accepted. Once the OCPM is partially accepted, the Engineer will pay the first estimate. If the Contractor fails to make a good faith effort to address the Engineer's comments before the second estimate is due for payment, the Engineer will not pay the second estimate until a good faith effort is made by the Contractor to comply. The Engineer may not withhold an estimate payment if, within the estimate period in question, the Engineer has failed to provide timely review comments in response to the Contractor's submittal. The Engineer may, however, withhold the payment of subsequent estimates if the Contractor fails to make a good faith effort to address the Engineer's comments. Upon issuance of the Notice to Proceed, the start date utilized in the OCPM will be adjusted to comply with the first chargeable day of Work. Any delay in starting Work caused by the acceptance of the OCPM by the Engineer will not be considered as a basis for any adjustment in the Contract amount or time. For Contracts that have fast-tracked starts, the Engineer and the Contractor may agree to alter the response times and approval dates listed above. Upon notification that the OCPM has been accepted, the corrected copy will become the CPM of record. The CPM of record shall be the Contractor's work plan for completing the entire Contract as specified in the Contract Documents.

#### **Requirements for the OCPM:**

The format of the OCPM database shall be the precedence diagram method with days as the planning unit and shall be based on Calendar Days. Use the Department's partially predetermined coding structure (CS) that is furnished by the Engineer.

*Activity Sequencing.* Activity sequence must be logical and representative of the Contractor's order of the Work. Successors and predecessors determine the schedule logic or activity sequence. A given activity cannot start until all of the given activity's predecessors have been completed. Use only finish to start dependency relationships (links); do not use lag times without approval from the Engineer. The Engineer may request that the Contractor resequence the activities to reflect realistic job logic. When scheduling using multiple resources, each resource unit shall have a corresponding activity. Durations of activities include all the time necessary to complete the activity including, but not limited to, Contractor's non-work periods (other than those shown on the calendars), reasonably foreseeable inclement weather, weekends and holidays. Base schedule calculations on retained logic, contiguous durations, and total float as finish float.

*Activity Resources.* Sequence activities to reflect resource apportionment. Logically connect and code each activity to reflect the crew (resource) performing the operation. Submit a summary list of crews, their crew codes, and their operation(s) with each schedule submission, unless unchanged. Identify responsibility for each activity. Identify Subcontractors, DBE's, utilities and Work performed by others that affects the Schedule.

*Breakdown and Durations of Activities.* An individual activity is required for each construction element or each activity not under the control of the Contractor that affects the sequence or progress of the Work. The Engineer reserves the right to require additional breakdown of the Work activities at any time. Each activity must be identified by a name, symbol and coding, and shall have a duration, sequence, responsibility and resource(s). Choose activity names that are descriptive and identify single construction elements. Activity symbols, or ID's, shall be unique and systematic.

Activity types must be either "task", "start milestone", or "finish milestone". Do not use "hammock" type activities. Date constraints, float and duration constraints, and/or flags for activities are not permitted.

Assign a reasonable duration to each activity representative of its scope. Durations may not exceed 14 calendar days unless approved by the Engineer. Determine the duration of each activity by using productivity rates based on Calendar Days.

Include the preparation and approval of Working Drawings as activities. Include phasing (staging) milestones as activities. Correlate phasing milestones with the sequence of construction provided in the Contract Documents. Use a separate start and finish milestone activity to delineate each phase (stage).

*Utility Work.* Include all Work performed by utilities on the Project as activities in the OCPM. Include each utility item of Work shown in the Contract's Utility Statement as an activity. Durations for utility activities shall be the same as the durations shown in the Utility statement for each activity unless otherwise approved by the Engineer.

*Calendars.* Assign a calendar to each activity in the schedule. Use a minimum of 6 calendars, when applicable: (1) Full Schedule; (2) Permit Requirements; (3) Winter Condition; (4) Concrete Work; (5) Asphalt Paving Work; and (6) Nighttime Asphalt Paving Work. Use additional calendars if needed. Calendar non-work periods shall reflect the average Delaware weather history for the jobsite and the restrictions identified in the Contract Documents. The Contractor may choose perform Work during an activity's calendar non-work period at no additional cost to the Department if weather conditions are favorable for such Work and the Work does not violate a set forth in the Contract Documents. The maximum allowable non-work period for each calendar is set forth below. The Contractor may choose to shorten non-work periods at his/her discretion.

CALENDAR	MAXIMUM NON-WORK PERIOD
Full Schedule	None
Winter Condition	December 1 through March 15
Concrete Work	December 1 through March 15
Asphalt Paving	November 15 through March 15
Nighttime Asphalt Paving	October 15 through April 30

*Written Narrative (WN).* Provide a written narrative (WN) as part of the OCPM explaining the following:

- (a) Relationships between activities not obviously identified
- (b) Equipment usage and limitations.
- (c) Manpower usage and limitations.
- (d) Use of additional shifts and overtime.
- (e) Activity codes, abbreviations, and activity identification system.
- (f) All calendars utilized in the CPM and the basis of determining each non-work period
- (g) All abbreviations.
- (h) Use of calendars.
- (i) Any other conditions that affect the schedule and are not readily discernible in the database.

**CPM Updates:**

Provide monthly updates to the CPM of record. Meet with the Engineer once a month prior to submitting the update to review the status of the schedule's activities. Prepare an updated list of activities showing all of the actual start and actual finish for each of the schedule's activities so that both parties can agree on the dates. Use the dates that were agreed upon in the meeting to status the CPM of record and submit the updated schedule to the Engineer for approval. Assign a unique file name to each update (Number/version). The data date of the update shall be the next day after the end of the update period. As part of the monthly update, submit a written description that identifies any delays or disruptions to the schedule experienced during the period of an update, any change in manpower or equipment, and any potential delays to the completion date of the schedule.

Do not include any revisions to the CPM without prior approval. Failure to submit complete updates in a timely manner may result in the withholding of estimates by the Engineer. The Engineer agrees to refrain from withholding estimates unless the Contractor is habitually late in providing updates, is more than four weeks late in submitting an update or has failed to submit an update that is part of a resolution to a serious problem that must be addressed immediately.

**Revisions to the Schedule of Record:**

Revisions are defined as any changes to the database other than status updates, log entries and moving the data date. Discuss any proposed revisions to the CPM verbally with the Engineer. If the revision is minor in nature, the Engineer may allow the revision to be included on the next Update of the CPM. If the Engineer determines that the revision is not minor in nature, submit the proposed revision for review and approval prior to deviating from the approved CPM. When a revision to the CPM is required due to changes in the Contract initiated by the Engineer, immediately contact the Engineer to discuss the changes. The Engineer may allow a deviation from the approved CPM for specific mitigating activities.

The Engineer may direct the Contractor to revise the schedule of record at the Contractor's expense if: the critical path has less than minus ten (-10) Calendar Days of total float due to the Contractor's failure to perform the Work in accordance with the schedule; the Contractor requests to re-sequence the Work; and/or the Contractor has performed a significant amount of Work out of sequence. The Engineer may direct the Contractor to revise the schedule for any other reason; and such a revision will be paid at the unit cost for a CPM Revision.

The Engineer will review and respond to the proposed revision within 7 Calendar Days after receipt. Resubmit, if required, within seven calendar days after receipt of the Engineer's review comments. The Engineer reserves the right to reject any proposed revision that adversely impacts the Department, utilities, or other concerned parties.

**Extensions of Contract Time and/or Incentive/Disincentive Dates.**

Make requests for extension of Contract time in writing and subject to the notice and timeliness of submission provisions as provided for elsewhere in the Contract. Requests for an extension of Contract time or change in an incentive/disincentive date will be evaluated by the Engineer's analysis of the CPM of record and any proposed revision submitted. Include in the request a written narrative of the events that impacted the schedule and a detailed explanation of why the Contractor cannot meet the requirements of the schedule of record. Only delays to activities that affect the Contract completion date or will be considered for an extension of Contract time. Only delays to activities that affect the completion duration of an incentive/disincentive period will be considered for an extension of an incentive/disincentive completion date. The extension of the specified Contract completion date or incentive/disincentive date will be based upon the number of Calendar Days the Contract completion date or incentive/disincentive date is impacted as determined by the Engineer's analysis. The Engineer and Contractor may agree to defer the analysis of a potential impact to the schedule until the completion of the activities that are affected. Such a deferment does not relieve the Contractor of his/her duty to identify potential impacts to the schedule in the applicable schedule updates.

All requests for extensions of Contract Time must be supported by the most recent CPM Update. If, within a reasonable period of time, the Contractor fails to make a good faith effort to produce an acceptable CPM update and uses an unacceptable CPM update to support a request for a time extension, the Contractor loses the right to receive that time extension; and/or the right to receive compensation for that delay caused in whole or in part by the Engineer.

**Final As Built Schedule.**

Submit a final CPM Schedule database within 14 Calendar Days of Substantial Completion. Failure to submit a final CPM Schedule may result in the withholding of estimates by the Engineer.

**Method of Measurement:**

The Project Control System will be measured in two items. The item, "Project Control System Development Plan" will be lump sum. The item "CPM Schedule Updates and/or Revised Updates" will be measured one each per update that is submitted and accepted.

**Basis of Payment:**

The item, "763508 – Project Control System Development Plan" will be paid at the Contract's lump sum bid price on the next monthly estimate after completion of the requirements of the Project Control System Development Plan, which includes the approval of the Original CPM Schedule. Price and payment will

constitute full compensation for preparing the CPM database, acquiring the necessary software, attending all scheduling meetings with the Department, submitting and resubmitting all documents and for all labor, tools, equipment and incidentals necessary to complete the Work.

The item, “763509 – CPM Schedule Updates and/or Revised Updates” will be paid at the Contract unit price per each approved CPM schedule update as described above. Price and payment will constitute full compensation for preparing, submitting and resubmitting all CPM updates, for attendance at all scheduling meetings with the Department, for preparing and reviewing a list of actual start and actual finish dates with the Engineer, and for all labor, tools, Equipment and incidentals necessary to complete the Work.

3/28/14

**763597 - UTILITY CONSTRUCTION ENGINEERING**

**Description:**

Utility Construction Engineering consists of providing construction and right-of-way/easement information to utility companies performing work (as defined in the Utility Statement) within the project limits. This may include but not necessarily be limited to staking right-of-way/easement lines, tops of cuts, bottoms of slopes, clear zones, drainage facilities, fill and cut grades, and other features that will enable utility companies to coordinate their work and correctly locate/relocate their facilities. Engineering/surveying required for utility work bid as part of the Contract is included in item 763501.

It is the intent of this item to cover engineering/surveying work that is done solely for utility companies and that is beyond the work performed under item 763501 - Construction Engineering. Work covered under Utility Construction Engineering will generally fall into two categories:

1. Engineering/surveying work that is not necessary for construction of the project, i.e. staking the clear zone line, providing cut/fill grades at proposed utility pole locations, staking back of drainage structures, and staking right-of-way lines where construction of the project (exclusive of utilities) is obviously well within the right-of-way.
2. Engineering/surveying work that is necessary for construction, but has to be provided for utility companies well in advance of the Contractor's need and will likely need to be redone later. This can essentially be any of the Construction Engineering work that when done early cannot be reasonably expected to remain undisturbed until needed for construction of the project (non-utility).

The Engineer must approve all requests for Utility Construction Engineering before the work begins. To this end, the Contractor should instruct utility companies to submit their requests to the Engineer. The Engineer will decide if the requested work meets the criteria for Utility Construction Engineering or is normal Construction Engineering and pass the requests along with his/her decisions to the Contractor. When the Engineer determines that the requested work qualifies as Utility Construction Engineering, the Department will reimburse the Contractor on a per hourly basis for each and every hour the Contractor's survey crew is in the field actively engaged in performing the Utility Construction Engineering work. The survey crew size shall be adequate to efficiently perform the work required and shall meet the approval of the Engineer. Office work associated with Utility Construction Engineering will be considered as incidental to the item.

The personnel engaged in and the equipment used for Utility Construction Engineering shall meet the requirements as described in item 763501 - Construction Engineering.

**Method of Measurement:**

The quantity of Utility Construction Engineering will be measured as the actual number of hours the Contractor's survey crew is in the field actively engaged in utility construction engineering work.

**Basis of Payment:**

The quantity of Utility Construction Engineering will be paid for at the Contract unit price per hour. Price and payment will constitute full compensation for furnishing all labor, equipment, instruments, stakes and other materials necessary to complete the work.

02/28/09

**763626 - DIESEL FUEL COST PRICE ADJUSTMENT**

I. Description: This section defines the criteria for payments to the Contractor to reflect increases or decreases in the cost of diesel fuel consumed in the performance of applicable construction work. To have the Diesel Fuel Cost Price Adjustment provisions apply to this project, a properly completed Diesel Fuel Cost Price Adjustment Option form must be submitted to the Department with the Bidder's bid proposal. If a properly completed Diesel Fuel Cost Price Adjustment Option form is not provided by the bidder, the Department will consider the option to apply the Diesel Fuel Cost Price Adjustment provisions for the project to be declined. No further opportunity to elect Diesel Fuel Cost Price Adjustment for the project will be made available.

a. General. These price adjustment provisions apply to contract items in the contract schedule of prices as grouped by category. Specific pay items to be adjusted are attached as an appendix to this Special Provision. General category descriptions and the fuel usage factors which are applicable to each are as follows:

**1. Categories**

- 1.a. Category A:** Earthwork. The combined total of the applicable item plan quantities must exceed 5,000 CY.
- 1.b. Category B:** Subbase and Aggregate Base Courses. The combined total of the applicable item plan quantities must exceed 500 tons.
- 1.c. Category C:** Flexible Bases and Pavements. The combined total of the applicable item plan quantities must exceed 500 tons.
- 1.d. Category D:** Rigid Bases and Pavements. The combined total of the applicable item plan quantities must exceed 5,000 CY.
- 1.e. Category E:** Structures. Contract items will be based upon the total square foot price for each structure including any associated items of work, i.e. items not grouped under Categories A thru D.

**2. Diesel Fuel Usage Factors – ENGLISH UNITS**

Category	Factor	Units
A – Earthwork	0.34	Gallons per CY
B – Subbase and Aggregate Base Courses	0.62	Gallons per ton
C – Flexible Bases & Pavements	2.98	Gallons per ton
D – Rigid Bases & Pavements	0.98	Gallons per CY
E – Structures	8.00	Gallons per \$1,000 of work performed

**3. Quantity Conversion Factors – ENGLISH UNITS**

Category	Conversion	Factor
B	SY to ton	90 lbs/Inch of depth/SY
C	SY to ton	112.5 lbs/Inch of depth/SY
D	SY to CY	Inches of depth/36

II. The posted index price will be the monthly price most recent data published by the U.S. Department of Energy, U.S. Energy Information Administration. The source information for the posted price for Central Atlantic (PADD 1B) No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon) may be viewed at the following website:

[http://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD\\_EPD2DXL0\\_PTE\\_R1Y\\_DPG&f=M](http://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD_EPD2DXL0_PTE_R1Y_DPG&f=M)

The release date for the U.S. Department of Energy, U.S. Energy Information Administration average price data occurs the first Monday of the following month, i.e. October prices are released the first Monday of November and used as the November Price Index.

The price index, FB, is the index price posted by the Department, determined as specified above, on the project advertisement date.

PRICE INDEX (FB) FOR DIESEL FUEL  
PER GALLON (PER LITER) = \$ 3.965

The price index, FP, will be the index price posted by the Department, determined as specified above, for the month during which the Notice to Proceed (NTP) is issued, and every 90 calendar days thereafter.

III. Price Adjustment Criteria and Conditions. The following criteria and conditions will be considered in determining a price adjustment for diesel fuel cost fluctuations.

- a. Price Adjustment Calculation. When the ratio FP/FB is calculated to be less than 0.95 or calculated to be greater than 1.05, the Department will adjust unit bid price prices in accordance with the following formula:

$$AUP = (FP-FB)(F)+(UBP)$$

where:

AUP = Adjusted Unit Price

FP = Fuel Price Index for the month in which prices are adjusted for applicable construction work.

FB = Fuel Price Index in the Bid Proposal

F = Diesel Fuel Usage Factor

UBP = Unit Bid Price specified in the Contractor's Bid Proposal

- b. Payment of Adjusted Unit Prices. The unit bid prices of work items affected by the fuel escalation will be adjusted by work order, either up or down, at Notice to Proceed and every 90 Calendar Days thereafter.
- c. Expiration of Contract Time. If the Contractor exceeds the authorized allotted completion time, the adjusted item prices on the last authorized allotted work day shall be the prices used during the time liquidated damages are assessed. However, if the posted price for diesel fuel goes down, the item prices shall be adjusted downward accordingly
- d. Final Quantities. Upon completion of the work and determination of final pay quantities, an adjusting work order will be prepared to reconcile any difference between estimated quantities previously paid and the final quantities. In this situation, the value for FP used in the price adjustment formula will be the average of all FP's previously used for computing price adjustments.
- e. Inspection of Records. The Department reserves the right to inspect the records of the prime contractor and its subcontractors and material suppliers to ascertain actual pricing and cost information for the diesel fuel used in the performance of applicable items of work.
- f. Extra Work. When applicable items of work, as specified herein, are added to the contract as Extra Work in accordance with the provisions of Section 110.03, no price adjustment will be made for fluctuations in the cost of diesel fuel consumed in the performance of the extra work, unless otherwise approved by the Engineer. The current price for diesel fuel is to be used when preparing required backup data for extra work to be performed at a negotiated price. For extra work performed on force account basis, reimbursement for material and equipment along with specified overhead and profit markups will be considered to include full compensation for the current cost of diesel fuel.
- g. Subcontractors. Any Price Increases or Price Rebates that are calculated based on items of work performed by subcontractors will be added to or deducted from payments due to the Contractor in the appropriate pay period. The Contractor shall then accurately record on the appropriate CN-91 or CN-103 form the additions or deductions into adjusted contract value. The Contractor shall make payment to the subcontractor(s) who actually performed the work in accordance with DelCode Title 17, Chapter 8.

11/10/11

**Appendix---Item 763626 Diesel Fuel Cost Adjustment**

**Contract: T200412201.01; SR 1, Thompsonville Grade Separated Intersection**

	<u>Item No./s</u>
<b>Category A: Earthwork</b>	202000, 207000, 208000,
Excavation & Embankment, Borrow	209003, 210000, 212000
(total qty must exceed 5000 CY)	209001
<b>Category B: Subbase and Agg.</b>	302007, 608000
GABC, PTB, Soil Cement Base	
(total qty must exceed 500 T)	
<b>Category C: Flexible Bases and Pavements</b>	401801, 401804, 401810,
Warm Mix Asphalts	401819, 401813
(total qty must exceed 500 T)	
<b>Category D: Rigid Bases and Pavements</b>	N/A
Concrete, P.C.C. Patching	
(total qty must exceed 5000 CY)	
<b>Category E: Structures</b>	602003, 602006, 602007, 602013
Bridges, Large P.C.C. Structures	602015, 602017, 604000, 605002
	605501, 605511, 605664, 618041
	618046, 618526, 619021, 619025

T200412201  
F.A.P. No. NH – K008 (5)  
P3e No. 04-00036  
SR1, Thompsonville Grade  
Separated Intersection  
Kent County  
**REVISION SEPTEMBER 10 2014**

The following utility companies own and/ or maintain facilities within the project limits:

Verizon Delaware, LLC  
Delaware Electric Cooperative  
Comcast Cablevision  
City of Milford, Public Works  
City of Milford, Electric  
Kent County Engineering

Utility adjustments and relocations for the companies listed below shall occur as described, but are not limited to the following:

**Verizon** owns and maintains utility poles, aerial appurtenances, and three underground facilities on the **left offset of SR 1** construction alignment (i.e. west offset of SR 1 road shoulder).

On the **left offset of SR 1** construction alignment

Verizon will move the utility poles listed below to a rearward position from their existing station to comply with clear zone regulations as shown on plan sheet 19:

1. Sta. 41+70 - pole # 570136/250433
2. Sta. 43+15 - pole # 570150/250435 @ 629+00
3. Sta. 44+55 – pole # 570166/250438 @ 630+48
4. Sta. 45+65 - pole # YE/110 @ 631+45

Verizon's underground utility relocations on the **left offset of the SR 1** construction alignment (west offset of SR 1) will occur as follows:

- A buried facility between station 25+00 unto 27+40 will remain in place/undisturbed.
- Two separately buried facilities are installed between station 27+40 and 31+00 (between pole#38/46 and pole# 26/58):
- A buried copper cable at 105ft offset from SR 1 construction alignment will be abandoned in place.
- A buried cable at 120ft offset from the SR 1 construction alignment will remain in place / undisturbed.

- A 50pair buried cable proceeding from pole# 26/58 at station 31+00 (sheet 18) that continues unto a proposed hand-hole vault at station 55+75(sheet 20), will be abandoned in place.
- Proceeding from proposed utility pole #E86 YE/110 at station 45+65(sheet 19), Verizon will install two underground conduits (via directional bore). The conduits continue unto a proposed hand-hole vault at station 55+75 (sheet 20).
- Two 2” pvc conduits proceed from the proposed hand-hole vault at station 55+74 unto a proposed hand-hole vault at station 58+30 (sheet 21). Thereafter the underground installation extends beneath SR 1 unto the right (eastern) offset of the SR 1 construction alignment, attaching to proposed underground facilities to be installed on the right offset of SR 1.
- An existing u.g.100 pair cable proceeds from the hand hole vault at station 58+30 and continues along the left offset of SR 1 unto existing pedestal #YE/128 at station 62+25. This facility will remain in place.
- On the left offset of the SR 1 construction alignment at station 62+25 (sheet 21), an existing 50pair buried cable extends beneath SR 1 from pedestal YE/128 (left offset of SR 1) unto pedestal YE 128/E (right offset SR 1). Verizon will abandon this facility in place.

On the **right offset of the SR 1 construction alignment** beginning at station 58+35 (sheet 21), three buried fiber cables proceed northward unto pedestal YE/128E at station 62+25; these facilities will be abandoned in place.

Proceeding northward from pedestal YE/128E on the at station 62+25 on the **right offset of the SR 1 construction alignment** (sheet 21), an existing 25pair buried cable extends unto the end of the construction limits of SR 1. These facilities will remain in place.

On the **right offset of the SR 1 construction alignment** (sheet 21) at station 58+35, Verizon will install a 50pair buried cable at pedestal YE/116. The installation proceeds southward along the right offset of the SR 1 road shoulder into an area on the north-eastern embankment of the proposed Thompsonville Road overpass (sheet 20, 26, 27); unto the left offset of the proposed Thompsonville Road between stations 237+00 and 241+15.

The proposed buried cable terminates at pedestal YE 126/6N on the **left offset of the Relocated Thompsonville Road** at station 241+15, and proceeds beneath the road unto the right offset road shoulder attaching to pedestal YE 126/6.

At station 241+15 of the **Relocated Thompsonville** construction alignment, an existing buried cable extends between the right and left offset of the road’s shoulder at station 241+15. This facility will be abandoned in place.

On the **left offset of the SR 1 construction alignment** at station 47+60 (sheet 19), two existing underground facilities proceed from utility pole YE111, unto utility pole# YE/128 at station 62+25 (sheet 21). Verizon will abandon this facility in place.

Between DEC utility pole# 64508 (left offset of the SR 1 construction alignment) and DEC utility pole# 64507 (right offset of the SR 1 construction alignment). Verizon will remove the existing aerial span that traverses SR 1 at station 54+70 (sheet 20).

Beginning on the **left offset of the SR 1 construction alignment** at station 51+50 (sheet 20) an existing 100 pair buried cable extends eastward from Verizon pedestal YE/126, beneath SR 1, unto the right offset road shoulder of the existing Thompsonville Road (i.e. the eastbound road shoulder of the existing Thompsonville Rd intersecting SR 1 northbound traffic).

The installation continues along the **right offset of the existing Thompsonville Road**, (sheet 26 & 27) unto pedestal YE/126/4 at the right offset of the existing Thompsonville Rd at stationing 109+00. This facility will be abandoned in place.

Verizon maintains a 50pair buried cable proceeding rearward from pedestal YE/126/4 (sheet 27) onto the eastern offset of Lynch Street (at the intersection of the existing Thompsonville Road and Lynch Street intersection). This facility will remain in place.

Verizon maintains a buried facility on the western offset of **Lynch Street** (at the intersection of the existing Thompsonville Road and Lynch Street intersection). This facility will be abandoned in place.

Proceeding eastward from pedestal YE/126/4 (at station 109+00 sheet 27) along the right offset of the **Relocated Thompsonville Road**, Verizon maintains an existing 50pair buried cable. It continues along the right offset of the existing Thompsonville Rd, (which merges into the relocated Thompsonville Rd) and continues unto pedestal YE/126/10 (sheet 28) on the right offset of the proposed alignment at station 247+50. From there, the 50pair buried cable continues unto the left offset of the proposed alignment unto pedestal YE 126/11 at station 247+70 left. This facility will remain in place.

At station 239+45 on the right offset of the **Relocated Thompsonville Road** alignment, (sheet 27) an underground facility proceeds northward from pedestal YE 126/5 unto the left offset of the proposed alignment at pedestal YE 126/C1. This facility will be abandoned in place.

Beginning at station 700+00 (sheet 29) on the left offset of the proposed service road, Verizon maintains an underground cable that proceeds from an existing pedestal that proceeds eastward onto the northern offset of **Williamsburg Drive**; and terminating at point beyond the construction limits. This facility will be adjusted as warranted during installation of **DI-42** 702+18 r.

On the right offset of the **SR 1** construction alignment between stations 31+00 and 66+00, Verizon maintains an underbuilt 50pair aerial cable on utility poles owned/operated by the City of Milford Electric Division; and utility poles owned/operated by Delaware Electric Cooperative.

Verizon will follow suite of the pole owner's utility pole relocations, and adjust/relocate their aerial facilities in like kind of the named pole owners.

Verizon maintains two separately buried 25pair cables on the right and left road shoulders of **Tub Mill Pond Road**, (sheet 22). The facilities shall be adjusted as warranted in the field at points of conflicts near proposed pipe 26 at stationing A108+55.

Additional Verizon relocations/adjustments shall be arranged, if necessary, with the owners and performed by the state's contractor during the construction of the project. The time to complete any additional relocations/adjustments will depend on the nature of the work.

**DEC** owns and maintains utility poles, and aerial appurtenances throughout the construction limits of the SR 1 Thompsonville GSI. Proposed utility relocations will occur as follows:

DEC will install new utility poles on the left offset of the **SR 1** construction alignment to a position rearward of the proposed clear zone at the following stations (as shown on plans).

1. Station 55+60 – pole #64508
2. Station 57+60 – new pole installation
3. Station 59+60 – new pole installation
4. Station 61+40 – new pole installation
5. Station 63+30 – new pole installation
6. Station 65+40 – new pole installation

DEC will remove the following utility poles on the right offset of the **SR 1** construction alignment

1. Station 51+15 – pole 64510
2. Station 53+15 – pole 64509
3. Station 54+55 – pole #64507
4. Station 56+40 – pole #64506

DEC will install new utility poles on the right offset of the **SR 1** construction alignment to a position rearward of the proposed clear zone at the following stations (as shown on plans.)

1. Station 58+30 – pole #64505
2. Station 60+15 – pole #64504
3. Station 62+17 – pole #64502
4. Station 63+80 – pole #130303
5. Station 65+40 – pole #54992

On the left offset of the **SR1 southbound** road shoulder; beginning at station 48+40, DEC proposes to bury an electric facility at utility pole #64512. The installation continues northward (as shown on plans) unto a proposed mounted transformer pedestal to be installed on the left offset of the **SR1** southbound shoulder at station 55+30; thereafter, the installation proceeds eastward (**parallel to the Thompsonville Overpass @ station 225+00**), unto a proposed

mounted transformer pedestal installed on the left offset of the **Relocated Thompsonville Rd** at station 231+00.

Two installations proceed from the mounted transformer pedestal on the left offset of the **Relocated Thompsonville Rd** at station 231+00 as follows:

1. An underground installation proceeding northward, on the right offset of the **SR 1** northbound road shoulder; terminating at proposed pole utility #64505, installed at station 58+35.
2. An underground installation proceeding eastward, along the left offset of the **Relocated Thompsonville Rd**, and continuing on that alignment unto station 238+00; wherein the installation extends southward, beneath **Thompsonville Rd** unto the right offset of the **Thompsonville Rd** lane shoulder unto a proposed utility pole installed on the right offset of said stationing; connect **Thompsonville** construction alignment.

*\*DEC will not install proposed utility poles on the right offset of the **Relocated Thompsonville Rd** between stations 239+80 unto 243+00.*

DEC owns and maintains utility poles, and aerial appurtenances, on the right and left offset of the **Tub Mill Pond Road** construction alignment. DEC will install the following utility poles rearward of the proposed clear zone at the following stations as (shown on plans).

1. Station A104+20 left offset– pole #46904
2. Station A106+30 left offset– pole #46902
3. Station A108+45 left offset– pole #46864
4. Station A109+60 left offset– pole #46865
5. Station A106+95 right offset – pole #46903

DEC owns and maintains utility poles, and aerial appurtenances, on the left offset of the existing/**Relocated Thompsonville Road** construction alignment. DEC will install new utility poles; and adjust existing utility poles listed on the left offset of the proposed alignment to a position rearward of the proposed clear zone at the following stations (as shown on plans).

1. Station 204+55– new pole installation
2. Station 208+45 – new pole installation
3. Station 210+50 – new pole installation
4. Station 212+45 – new pole installation
5. Station 214+50 – new pole installation
6. Station 216+50 – new pole installation
7. Station 217+95 – new pole installation
8. Station 219+50 – new pole installation
9. Station 221+55 – new pole installation
10. Station 223+55 new pole installation
11. Station 224+95 new pole installation
12. Station 233+30 new pole installation
13. Station 235+35 new pole installation

14. Station 237+25 new pole installation
15. Station 239+25 new pole installation
16. Station 241+00 – pole #54915 removed
17. Station 242+25 – pole #54917
18. Station 243+15 – pole#54942
19. Station 244+15 – pole #54927
20. Station 245+40 – pole#54928
21. Station 247+45 – pole#54957

Additional Delaware Electric relocations/adjustments shall be arranged, if necessary, with the owners and performed by the state's contractor during the construction of the project. The time to complete any additional relocations/adjustments will depend on the nature of the work.

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.

**Comcast** maintains aerial facilities throughout the project limits attached to utility poles owned and maintained by Verizon, City of Milford, and Delaware Electric Cooperative. Comcast will relocate their aerial span in like kind as the noted pole owners in sequence of proposed utility pole relocations.

Comcast maintains an existing buried cable facility beginning at station 700+00 (sheet 29) on the left offset of **the proposed service road**, as it intersects with the existing **Williamsburg Drive**. The elevation of the main is not in conflict with proposed construction and will remain in place un-disturbed.

Additional Comcast relocations/adjustments shall be arranged, if necessary, with the owners and performed by the state's contractor during the construction of the project. The time to complete any additional relocations/adjustments will depend on the nature of the work.

**City of Milford, Public Works** maintains an existing buried water main beginning at station 700+00 (sheet 17, 29) on the left offset of **the proposed service road** as it intersects with the existing **Williamsburg Drive**. The state's contractor will perform the following utility adjustments/utility installations for the City of Milford as described:

The existing fm will be abandoned in place after a newly proposed 10" ductile iron is installed and operable.

Beginning at a water valve on the left offset of the proposed construction alignment of the **Proposed Service Road** at station 701+00, a 10" ductile iron pipe will be installed between the western road shoulders of the **Proposed Service Road** unto the eastern shoulders of the same. It will be encased in a 20" steel casing, (approx. 30ft in length) when extending beneath the **Proposed Service Road**. The installation will continue (from there), unto the SW leg of the **Service Road/Williamsburg** intersection, (having a span of approximately 274 linear ft). The new installation will then continue eastward (approximately 70 linear ft), parallel to the left offset of **Williamsburg Drive**; and extend beneath **Williamsburg Drive** unto the right offset road shoulder at station 202+65, and terminate upon attaching to an existing water valve therein. (The 10" ductile iron will be encased in 30" steel casing when installed beneath **Williamsburg Drive** at station 202+65.)

**City of Milford, Electric** owns and maintains utility poles, and aerial appurtenances on the right offset of **SR 1** construction alignment (i.e. east offset of SR 1 road shoulder), between stations 32+00 and 48+00 at the following locations:

Station 32+25 – pole # 570036/ 250324 (N.I.)  
Station 35+65 – pole # 570076/ 250329 (N.I.)  
Station 37+50 – pole # 570092/ 250333 (N.I.)  
Station 42+05 – pole # 570138/ 250408  
Station 44+38 – pole # YE98/10  
Station 45+88 – pole # YE978/11

Utility pole # '38/08 at station 42+05 will be relocated to the center of the abandoned Old Jenkins Road.

The aerial span between utility poles #38/08 and # YE978/11 will be removed.

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.

**Kent County Engineering** maintains a 24" sewer force main in the center median of **SR 1** as shown on plans. The contractor will refer to the construction notes of the project regarding directions when excavating within the limits of the existing 24" force-main.

Kent County maintains an existing 2" sewer force main on a private easement. The facility abides within the construction limits beginning on left offset of the proposed service road alignment at station 704+80 (sheet 29) and continuing northward (on that offset) unto the **Service Rd./Keller Rd** intersection (sheets 30,31); and continuing thereafter, along the left

offset of the proposed Ramp "D" construction alignment, (sheet 25) unto a terminating point beyond the construction limits.

The 2" f.m. will be abandoned in place. A new 2" f.m. will be installed on the left offset of the **Relocated Thompsonville Road** construction alignment between stations 222+00 and 229+00; where it intersects/attaches to the existing 24" f.m. in the median of SR 1 at station 229+00. The County's installation occurs on private property outside of the State's right of way; and will occur in advance of the construction start date of the SR 1 Thompsonville GSI.

### **Project Notes**

Utility relocations/adjustments for Verizon, DEC, Comcast, City of Milford Public Works & Electric will occur during construction phases of the project, and request a 30day notification period prior to the beginning of utility relocations.

Utility companies will obtain a Notice To Proceed. Field stake-outs of existing & proposed right-of-way markings, proposed road/bridge features, cuts and fills, and clearing and grubbing as warranted prior to the beginning of utility relocations.

### **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 for excavation and/or demolition. 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 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 or 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.



---

DIVISION OF TRANSPORTATION SOLUTION

  
Utility Coordinator

9/10/14  
Date

George Zang	Verizon	302-422-1238
(Ed Furlong	(KCI Technologies	302-233-0650)
Tom Wright	Delaware Electric Co-op.	302-349-3130
Jim Spencer	Comcast Cablevision	302-786-6020
Brad Dennehy	City of Milford, Public Works	302-422-1110 ext.173
Rick Carmean	City of Milford, Electric	302-422-1110 ext.137
Hans Medlarz	Kent County Engineering	302-744-2430

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

CERTIFICATE OF RIGHT-OF-WAY STATUS

STATE PROJECT NO. T200412201

F.A.P. NO. NH-K008(5)

SR 1 THOMPSONVILLE GRADE SEPARATED INTERSECTION.

SUSSEX COUNTY

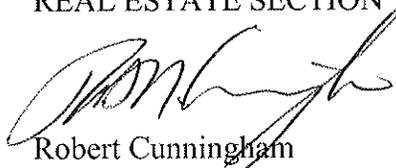
Certificate of Right-of-Way Status – 100%

As required by 23CFR Part 635, all necessary real property interests have 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 are currently available in accordance with the project right-of-way plans.

It is further certified that there were four individual owners displaced by this project. Therefore, the provisions of 49 CFR Part 24 is applicable to the project. Three of the displaced owners have moved to Decent Safe and Sanitary replacement dwellings, the fourth dwelling was an investment property and the tenant moved to a Decent Safe and Sanitary replacement dwelling.

REAL ESTATE SECTION



Robert Cunningham  
Assistant Director Transportation Solutions  
Right of Way

July 3, 2013



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

SHAILEN P. BHATT  
SECRETARY

September 18, 2014

**ENVIRONMENTAL REQUIREMENTS**

FOR

State Contract No. T200412201

Federal Aid No.: NH-K008(5)

Contract Title: SR 1, Thompsonville Road, Grade Separated Intersection

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 that involves a vehicular grade separated interchange in Kent County, Delaware requires permit approval from those agencies listed below. Delaware requires permit approval from those agencies listed below. 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. The permit coordination for this project is complete, however written authorization from the permitting agencies is not required and paperwork for on-site posting should not be anticipated. As such, the construction work that will occur as part of the SR 1, Bay Road/K19, Thompsonville Road, Intersection Improvements project is authorized under the permits/exemptions listed below:



## REQUIRED PERMITS AND APPROVAL STATUS:

- **U.S. Army Corps of Engineers (COE)** - Nationwide Permit (NWP) #23 (CENAP-OP-R-2014-551-23), issued 9/8/14, expires 3/18/17\*
- **Delaware Department of Natural Resources and Environmental Control (DNREC) Wetlands & Subaqueous Lands Section (WLSL)** – There are no DNREC Jurisdictional waters or wetlands within the project area, as per the Jurisdictional Determination dated 3/21/14.

## SPECIFIC REQUIREMENTS:

Compliance with all requirements of the permits is the responsibility of the contractor will follow all special conditions or requirements as stated within those permits. The contractor will be subject to penalties, fines, and the risk of shut down as mandated by laws governing permitting agencies if such are violated or ignored. Therefore, all special conditions, general requirements, and/or other required provisions specified within the permits must be followed. Those obligations are indicated or listed within the permit package, which can be obtained from the DelDOT Contract Administration Office.

Additional requirements by DelDOT not specified within the permits, but listed below, is also the responsibility of the contractor and is 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 this requirement. As part of the restrictions, please note the timetables reflected in the contract for the in-stream/water work for endangered species protection.
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.

#### ENVIRONMENTAL COMPLIANCE SHEET:

The contractor shall pay special attention to specific construction requirements as indicated in the Environmental Compliance Sheet.

1. Specifically, please note the Cultural Resource requirements as indicated in Note 3 A on Sheet 95.
2. Specifically, please note the environmental requirements as indicated in Note #4 on Sheet 95 for the Protection of Resources.
3. 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.

Contract No. T200412201.01  
**RAILROAD STATEMENT**

In accordance with 23 CFR 635.309(b), there is no railroad within the project limits and therefore no coordination will be needed.

**BID PROPOSAL FORMS**

CONTRACT   T200412201.01  

FEDERAL AID PROJECT   NH-K008(5)

CONTRACT ID: T200412201.01 PROJECT(S): NH-K008(5)

All figures must be typewritten.

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

SECTION 0001 ROAD

0010	201000 CLEARING AND GRUBBING	LUMP		LUMP		
0020	202000 EXCAVATION AND EMBANKMENT	CY	102601.000			
0030	207000 EXCAVATION AND BACKFILL FOR STRUCTURES	CY	207.000			
0040	208000 EXCAVATION AND BACKFILLING FOR PIPE TRENCHES	CY	5528.000			
0050	208001 FLOWABLE FILL	CY	332.000			
0060	209001 BORROW, TYPE A	CY	5724.000			
0070	209003 BORROW, TYPE C	CY	8460.000			
0080	209006 BORROW, TYPE F	CY	62646.000			
0090	210000 FURNISHING BORROW TYPE "C" FOR PIPE, UTILITY TRENCH, AND STRUCTURE BACKFILL	CY	5324.000			

CANNOT BE USED FOR BIDDING

CONTRACT ID: T200412201.01

PROJECT(S): NH-K008(5)

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CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	211000 REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP	LUMP			
0110	212000 UNDERCUT EXCAVATION	1083.000 CY				
0120	250000 SEDIMENT REMOVAL	2152.000 CY				
0130	251000 SILT FENCE	13450.000 LF				
0140	251001 REINFORCED SILT FENCE	6300.000 LF				
0150	252000 INLET SEDIMENT CONTROL, DRAINAGE INLET	19.000 EACH				
0160	252002 INLET SEDIMENT CONTROL, AT GRADE INLET	41.000 EACH				
0170	254000 STONE CHECK DAM	318.000 TON				
0180	266000 SANDBAG DIKES	12.000 CY				
0190	268000 STABILIZED CONSTRUCTION ENTRANCE	100.000 TON				
0200	272503 TRASH RACK	2.000 EACH				

CANNOT BE USED FOR BIDDING

DELAWARE DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF ITEMS

PAGE: 3  
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CONTRACT ID: T200412201.01 PROJECT(S): NH-K008(5)

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CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0210	302007 GRADED AGGREGATE BASE COURSE, TYPE B	14292.000 CY				
0220	401801 BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS PG 64-22 (CARBONATE STONE)	4529.000 TON				
0230	401804 BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS PG 70-22 (CARBONATE STONE)	2640.000 TON				
0240	401810 BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 64-22	6641.000 TON				
0250	401813 BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 70-22	3709.000 TON				
0260	401819 BITUMINOUS CONCRETE, SUPERPAVE, BITUMINOUS CONCRETE BASE COURSE, 160 GYRATIONS, PG 64-22	7426.000 TON				
0270	602003 PORTLAND CEMENT CONCRETE MASONRY, ABUTMENT FOOTING, CLASS A	226.000 CY				
0280	602006 PORTLAND CEMENT CONCRETE MASONRY, PIER FOOTING, CLASS B	92.000 CY				

CANNOT BE  
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DELAWARE DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF ITEMS

PAGE: 4  
 DATE:

CONTRACT ID: T200412201.01 PROJECT(S): NH-K008(5)

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CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0290	602007 PORTLAND CEMENT CONCRETE MASONRY, PIER ABOVE FOOTING, CLASS A	62.000 CY				
0300	602013 PORTLAND CEMENT CONCRETE MASONRY, SUPERSTRUCTURE, CLASS D	374.000 CY				
0310	602015 PORTLAND CEMENT CONCRETE MASONRY, ABUTMENT ABOVE FOOTING, CLASS A	252.000 CY				
0320	602017 PORTLAND CEMENT CONCRETE MASONRY, PARAPET, CLASS A	47.800 CY				
0330	602646 SILICONE ACRYLIC CONCRETE SEALER	1510.000 SF				
0340	604000 BAR REINFORCEMENT, EPOXY COATED	204634.000 LB				
0350	605002 STEEL STRUCTURES	LUMP	LUMP			
0360	605501 GROUND MOUNT BREAKAWAY TYPE SIGN SUPPORTS AND FOUNDATION	LUMP	LUMP			
0370	605511 PREFABRICATED EXPANSION JOINT SYSTEM, 3"	127.000 LF				
0380	605664 STEEL SIGN STRUCTURE	LUMP	LUMP			

CANNOT BE USED FOR BIDDING

DELAWARE DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF ITEMS

PAGE: 5  
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CONTRACT ID: T200412201.01 PROJECT(S): NH-K008(5)

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CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0390	608000 COARSE AGGREGATE FOR FOUNDATION STABILIZATION AND SUBFOUNDATION BACKFILL	235.000 TON				
0400	612021 REINFORCED CONCRETE PIPE, 15", CLASS IV	2170.000 LF				
0410	612022 REINFORCED CONCRETE PIPE, 18", CLASS IV	1353.000 LF				
0420	612023 REINFORCED CONCRETE PIPE, 24", CLASS IV	2226.000 LF				
0430	612024 REINFORCED CONCRETE PIPE, 27", CLASS IV	25.000 LF				
0440	612025 REINFORCED CONCRETE PIPE, 30", CLASS IV	237.000 LF				
0450	612028 REINFORCED CONCRETE PIPE, 48", CLASS IV	140.000 LF				
0460	612034 REINFORCED CONCRETE PIPE, 36", CLASS IV	1442.000 LF				
0470	612205 REINFORCED CONCRETE ELLIPTICAL PIPE, 19"X30", CLASS IV	197.000 LF				
0480	612210 REINFORCED CONCRETE ELLIPTICAL PIPE, 22"X34", CLASS IV	48.000 LF				

CANNOT BE USED FOR BIDDING

CONTRACT ID: T200412201.01

PROJECT(S): NH-K008(5)

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CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0490	612216 REINFORCED CONCRETE ELLIPTICAL PIPE, 14"X23", CLASS IV	294.500 LF				
0500	614508 WATERMAIN AND ACCESSORIES	LUMP	LUMP			
0510	617002 REINFORCED CONCRETE FLARED END SECTION, 15"	4.000 EACH				
0520	617003 REINFORCED CONCRETE FLARED END SECTION, 18"	3.000 EACH				
0530	617005 REINFORCED CONCRETE FLARED END SECTION, 24"	7.000 EACH				
0540	617006 REINFORCED CONCRETE FLARED END SECTION, 27"	1.000 EACH				
0550	617007 REINFORCED CONCRETE FLARED END SECTION, 30"	2.000 EACH				
0560	617009 REINFORCED CONCRETE FLARED END SECTION, 36"	2.000 EACH				
0570	617011 REINFORCED CONCRETE FLARED END SECTION, 48"	1.000 EACH				
0580	617165 REINFORCED CONCRETE FLARED END SECTION, 14" X 23"	7.000 EACH				

CANNOT BE USED FOR BIDDING

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CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0590	617176 REINFORCED CONCRETE FLARED END SECTION, 22" X 34"	1.000 EACH				
0600	618041 FURNISH CAST-IN-PLACE CONCRETE PILES, 14"	2937.000 LF				
0610	618046 FURNISH CAST-IN-PLACE CONCRETE TEST PILES, 14"	192.000 LF				
0620	618526 DRILLED SHAFT FOUNDATIONS	710.000 LF				
0630	618527 PILE INTEGRITY TESTING OF DRILLED FOUNDATIONS	1.000 EACH				
0640	619021 INSTALL CAST-IN-PLACE CONCRETE PILES, 14"	2937.000 LF				
0650	619025 INSTALL CAST IN PLACE CONCRETE TEST PILES, 14"	192.000 LF				
0660	619519 DYNAMIC PILE TESTING BY CONTRACTOR	4.000 EACH				
0670	701011 PORTLAND CEMENT CONCRETE CURB, TYPE 2	2896.000 LF				
0680	701012 PORTLAND CEMENT CONCRETE CURB, TYPE 1-4	1353.000 LF				

CANNOT BE USED FOR BIDDING

DELAWARE DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF ITEMS

PAGE: 8  
 DATE:

CONTRACT ID: T200412201.01 PROJECT(S): NH-K008(5)

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CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0690	701016 INTEGRAL PORTLAND CEMENT CONCRETE CURB & GUTTER, TYPE 1-4	1956.000 LF				
0700	701020 INTEGRAL PORTLAND CEMENT CONCRETE CURB & GUTTER, TYPE 1-8	2454.000 LF				
0710	705001 P.C.C. SIDEWALK, 4"	279.000 SF				
0720	705002 P.C.C. SIDEWALK, 6"	164.000 SF				
0730	705005 P. C. C. SIDEWALK, 8"	4811.000 SF				
0740	707005 UNDERDRAIN OUTLET	28.000 EACH				
0750	708050 DRAINAGE INLET, 34" X 18"	16.000 EACH				
0760	708051 DRAINAGE INLET, 34" X 24"	20.000 EACH				
0770	708052 DRAINAGE INLET, 48" X 30"	14.000 EACH				
0780	708053 DRAINAGE INLET, 48" X 48"	5.000 EACH				

CANNOT BE USED FOR BIDDING

CONTRACT ID: T200412201.01

PROJECT(S): NH-K008(5)

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CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0790	708054 DRAINAGE INLET, 66" X 30"	1.000 EACH				
0800	708056 DRAINAGE INLET, 66" X 66"	4.000 EACH				
0810	708060 REPLACE DRAINAGE INLET GRATE(S)	8.000 EACH				
0820	708111 MANHOLE, 48" X 30"	1.000 EACH				
0830	708583 PERSONAL GRATE FOR PIPE INLET	10.000 EACH				
0840	710001 ADJUSTING AND REPAIRING EXISTING DRAINAGE INLET	1.000 EACH				
0850	710506 ADJUST AND REPAIR EXISTING SANITARY MANHOLE	1.000 EACH				
0860	712020 RIPRAP, R-4	799.000 TON				
0870	713003 GEOTEXTILES, RIPRAP	1892.000 SY				
0880	715000 PERFORATED PIPE UNDERDRAINS, 4"	196.000 LF				

CANNOT BE USED FOR BIDDING

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CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0890	715001 PERFORATED PIPE UNDERDRAINS, 6"	15114.000 LF				
0900	715500 UNDERDRAIN OUTLET PIPE, 6"	465.000 LF				
0910	720050 GALVANIZED STEEL BEAM GUARDRAIL, TYPE 1-31	2032.000 LF				
0920	720586 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 2-31	6.000 EACH				
0930	720588 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3-31	2.000 EACH				
0940	725002 GUARDRAIL TO BARRIER CONNECTION, APPROACH TYPE 1-31	4.000 EACH				
0950	726001 END ANCHORAGE 31	2.000 EACH				
0960	727015 MONUMENTS	23.000 EACH				
0970	727507 BRIDGE SAFETY FENCE	547.000 LF				
0980	727555 RIGHT-OF-WAY MARKER, CAPPED REBAR	56.000 EACH				

CANNOT BE USED FOR BIDDING

CONTRACT ID: T200412201.01 PROJECT(S): NH-K008(5)

All figures must be typewritten.

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0990	733002 TOPSOILING, 6" DEPTH	78831.000 SY				
1000	734013 PERMANENT GRASS SEEDING, DRY GROUND	78831.000 SY				
1010	734017 TEMPORARY GRASS SEEDING, DRY GROUND	157662.000 SY				
1020	735535 SOIL RETENTION BLANKET MULCH, TYPE 5	18656.000 SY				
1030	735536 SOIL RETENTION BLANKET MULCH, TYPE 6	153.000 SY				
1040	743000 MAINTENANCE OF TRAFFIC	LUMP		LUMP		
1050	743003 ARROWPANELS, TYPE C	52.000 EADY				
1060	743004 FURNISH AND MAINTAIN PORTABLE CHANGEABLE MESSAGE SIGN	562.000 EADY				
1070	743005 FURNISH AND MAINTAIN PORTABLE LIGHT ASSEMBLY	204.000 EADY				
1080	743006 PLASTIC DRUMS	18442.000 EADY				

CANNOT BE USED FOR BIDDING

DELAWARE DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF ITEMS

PAGE: 12  
 DATE:

CONTRACT ID: T200412201.01 PROJECT(S): NH-K008(5)

All figures must be typewritten.

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1090	743007 TRAFFIC OFFICERS	656.000	75.00000		49200.00	
		HOUR				
1100	743008 REFLECTOR PANELS	94.000				
		EACH				
1110	743010 FURNISH AND MAINTAIN TRUCK MOUNTED ATTENUATOR, TYPE II	492.000				
		EADY				
1120	743015 FURNISH AND MAINTAIN PORTABLE PCC SAFETY BARRIER	4693.000				
		LF				
1130	743016 RELOCATION PORATBLE SAFETY BARRIER	2116.000				
		LF				
1140	743023 TEMPORARY BARRICADES, TYPE III	99288.000				
		LFDY				
1150	743024 TEMPORARY WARNING SIGNS AND PLAQUES	34904.000				
		EADY				
1160	743025 INSTALL TEMPORARY IMPACT ATTENUATOR	4.000				
		EACH				
1170	743029 FURNISH TEMPORARY IMPACT ATTENUATOR - NON-GATING, REDIRECTIVE, TEST LEVEL 3	3.000				
		EACH				
1180	743030 RELOCATE TEMPORARY IMPACT ATTENUATOR	2.000				
		EACH				

CANNOT BE USED FOR BIDDING

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All figures must be typewritten.

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1190	743057 FLAGGER, KENT COUNTY, FEDERAL	2032.000 HOUR				
1200	743066 FLAGGER, KENT COUNTY, FEDERAL, OVERTIME	407.000 HOUR				
1210	744506 CONDUIT JUNCTION WELL, TYPE 7, PRECAST POLYMER CONCRETE	5.000 EACH				
1220	744530 CONDUIT JUNCTION WELL, TYPE 11, PRECAST CONCRETE/ POLYMER LID-FRAME	27.000 EACH				
1230	744531 CONDUIT JUNCTION WELL, TYPE 14, PRECAST CONCRETE/ POLYMER LID-FRAME	16.000 EACH				
1240	744544 ADJUST OR REPAIR EXISTING CONDUIT JUNCTION WELL	1.000 EACH				
1250	745503 RELOCATING UNDERGROUND ELECTRICAL CONDUIT	300.000 LF				
1260	745602 FURNISH & INSTALL UP TO 4" SCHEDULE 80 HDPE CONDUIT (BORE)	340.000 LF				
1270	745604 FURNISH & INSTALL UP TO 4" SCHEDULE 80 PVC CONDUIT (TRENCH)	6400.000 LF				
1280	745606 FURNISH & INSTALL UP TO 4" GALVANIZED STEEL CONDUIT (TRENCH)	6740.000 LF				

CANNOT BE USED FOR BIDDING

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All figures must be typewritten.

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1290	745607 FURNISH & INSTALL UP TO 4" GALVANIZED STEEL CONDUIT (BORE)	200.000 LF				
1300	746516 SERVICE INSTALLATION	1.000 EACH				
1310	746519 ALUMINUM LIGHTING STANDARD WITH SINGLE DAVIT ARM, 40' POLE	35.000 EACH				
1320	746722 SUPPLY OF #6 THWN STRANDED COPPER	26800.000 LF				
1330	746847 POLE BASE, TYPE 3	1.000 EACH				
1340	746852 POLE BASE, TYPE 6	38.000 EACH				
1350	746914 FURNISH & INSTALL #6 BARE STRANDED COPPER GROUND	6700.000 LF				
1360	746925 FURNISH & INSTALL EMBEDDED METERED SERVICE PEDESTAL (100 AMP)	1.000 EACH				
1370	747509 LIGHTING CONTROL CENTER - 200A, 277/480V	1.000 EACH				
1380	747514 CABINET BASE, TYPE F	1.000 EACH				

CANNOT BE USED FOR BIDDING

CONTRACT ID: T200412201.01

PROJECT(S): NH-K008(5)

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CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1390	747516 CABINET BASE, TYPE P	2.000 EACH				
1400	748015 PERMANENT PAVEMENT STRIPING, SYMBOL/LEGEND ALKYD-THERMOPLAST IC	685.000 SF				
1410	748019 TEMPORARY MARKINGS, PAINT, 4"	26942.000 LF				
1420	748026 TEMPORARY MARKINGS, PAINT SYMBOL/LEGEND	59.000 SF				
1430	748027 PERMANENT PAVEMENT STRIPING, ALKYD-THERMOPLASTIC, 12"	103.000 LF				
1440	748502 RAISED/RECESSED PAVEMENT MARKER	93.000 EACH				
1450	748530 REMOVAL OF PAVEMENT STRIPING	15067.000 SF				
1460	748548 PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 5"	49844.000 LF				
1470	748549 PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 10"	1055.000 LF				
1480	749500 SIGN PANEL	1217.000 SF				

CANNOT BE USED FOR BIDDING

DELAWARE DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF ITEMS

PAGE: 16  
 DATE:

CONTRACT ID: T200412201.01 PROJECT(S): NH-K008(5)

All figures must be typewritten.

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1490	749687 INSTALLATION OR REMOVAL OF TRAFFIC SIGN(S) ON SINGLE SIGN POST	EACH 217.000				
1500	749688 INSTALLATION OF 4" DIAMETER HOLE, LESS THAN OR EQUAL TO 6" DEPTH	EACH 8.000				
1510	749690 INSTALLATION OR REMOVAL OF TRAFFIC SIGNS ON MULTIPLE SIGN POSTS	SF 135.000				
1520	750000 ADJUST WATER VALVE BOXES	EACH 4.000				
1530	758000 REMOVAL OF EXISTING PORTLAND CEMENT CONCRETE PAVEMENT, CURB, SIDEWALK, ETC.	SY 293.000				
1540	759511 FIELD OFFICE SPECIAL II	EAMO 24.000				
1550	762001 SAW CUTTING, HOT MIX	LF 5087.000				
1560	762002 SAW CUTTING, CONCRETE, FULL DEPTH	LF 40.000				
1570	763000 INITIAL EXPENSE	LUMP	LUMP			
1580	763501 CONSTRUCTION ENGINEERING	LUMP	LUMP			

CANNOT BE USED FOR BIDDING

CONTRACT ID: T200412201.01 PROJECT(S): NH-K008(5)

All figures must be typewritten.

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1590	763503 TRAINEE	1080.000 HOUR	0.80000		864.00	
1600	763508 PROJECT CONTROL SYSTEM DEVELOPMENT PLAN	LUMP	LUMP			
1610	763509 CPM SCHEDULE UPDATES AND/OR REVISED UPDATES	24.000 EAMO				
1620	763597 UTILITY CONSTRUCTION ENGINEERING	40.000 HOUR				
SECTION 0001 TOTAL						
TOTAL BID						

CANNOT BE USED FOR BIDDING

## **BREAKOUT SHEETS**

THE FOLLOWING SHEETS MUST BE COMPLETED AND RETURNED WITH THE PROPOSAL AT THE TIME OF BID. BREAKOUT SHEETS MUST BE COMPLETED REGARDLESS OF WHETHER BIDDING BY ELECTRONIC MEANS OR TYPEWRITTEN HARD COPY.

<b>BREAKOUT SHEET - 1</b>		<b>CONTRACT NO. T 200412201</b>			
<b>ITEM 605501 - Ground Mount Breakaway Sign Supports and Foundations</b>					
<b>ITEM NO.</b>	<b>APPROX. QTY.</b>	<b>UOM</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1	1	EA	SR 1 NB (GM-1)	\$	\$
2	1	EA	SR 1 NB (GM-2)	\$	\$
3	1	EA	SR 1 NB (GM-3)	\$	\$
4	1	EA	SR 1 NB (GM-4)	\$	\$
5	1	EA	SR 1 NB (GM-5)	\$	\$
6	1	EA	SR 1 NB (GM-6)	\$	\$
Total Lump Sum Bid for Item No. 605501 - Ground Mount Breakaway Sign Supports and Foundations \$ (LUMP SUM BID PRICE FOR ITEM 605501)					

<b>BREAKOUT SHEET - 2</b>		<b>CONTRACT NO. T 200412201</b>			
<b>ITEM 605664 - Steel Sign Structures</b>					
<b>ITEM NO.</b>	<b>APPROX. QTY.</b>	<b>UOM</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1	1	EA	Sign Structure SC 2024	\$	\$
2	1	EA	Sign Structure SC 2025	\$	\$
Total Lump Sum Bid for Item No. 605664 - Steel Sign Structures \$ (LUMP SUM BID PRICE FOR ITEM 605664)					

**BREAKOUT SHEET - 3**  
**ITEM 614508 - Water And Accessories**

**CONTRACT NO. T 200412201**

ITEM NO.	APPROX. QTY.	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
W-1	274	LF	10" PVC Pipe	\$	\$
W-2	60	LF	20" Steel Casing	\$	\$
W-3	2	EA	Water Valves	\$	\$
W-4	2	EA	Bends 45 Degrees, 10" PVC	\$	\$
W-5	2	EA	Bends 90 Degrees, 10" PVC	\$	\$
W-6	2	EA	Wet Tap @ 90 Degree Valve	\$	\$
Total Lump Sum Bid for Item No. 614508 - Water Main and Accessories \$ (LUMP SUM BID PRICE FOR ITEM 614508)					

CANNOT BE  
USED FOR  
BIDDING

"ATTENTION"

TO BIDDERS

This Bid Proposal includes breakout sheets. The breakout sheets **MUST ACCOMPANY** the bid proposal at the time of bid.

**Diesel Fuel Cost Price Adjustment Option**

The Bidder is required to submit this form with his/her Bid Proposal at the time of bid opening. When this form is not provided by the Bidder at the time of Bid, the Option-OUT will be automatically selected and no further option is available to the Contractor and no Diesel Fuel Cost Adjustments will be made.

OPTION-IN

Checking here selects the option to participate in the 763626 - Diesel Fuel Cost Price Adjustment.

OPTION-OUT

Checking here declines the option to participate in the 763626 - Diesel Fuel Cost Price Adjustment.

The undersigned hereby certifies that he/she is authorized to make this Option on behalf of the bidder in compliance with the special provision 763626 - Diesel Fuel Cost Price Adjustment.

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

Corporate Seal By: \_\_\_\_\_  
Authorized Signature

Attest

Title

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Seal

Notary

**CERTIFICATION**

Contract No. T200412201.01  
Federal Aid Project No. NH-K008(05)

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.

**Bidder's Certification Statement [US DOT Suspension and Debarment Regulation (49 CFR 29)]:**

**NOTICE:** All contractors who hold prime contracts (Federal Aid) with DelDOT are advised that the prime contractor and subcontractors are required to submit to DelDOT a signed and notary attested copy of the Bidder Certification Statement for each and every subcontract that will be utilized by the prime contractor. This Certification **must** be filed with DelDOT prior to written approval being granted for each and every subcontractor. Copies of the Certification Form are available from the appropriate District Construction Office.

Under penalty of perjury under the laws of the United States, that I/We, or any person associated therewith in the capacity of (owner, partner, director, officer, principal, investigator, project director, manager, auditor, or any position involving the administration federal funds):

- a. am/are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- b. have not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- c. do not have a proposed debarment pending; and,
- d. have not been indicted, convicted, or had a civil judgement rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Insert Exceptions)

**DBE Program Assurance:**

**NOTICE:** In accordance with 49 CFR Part 26 the undersigned, a legally authorized representative of the bidder listed below, must complete this assurance.

By its signature affixed hereto, assures the Department that it will attain DBE participation as indicated:

**Disadvantaged Business Enterprise \_\_\_\_\_ percent (blank to be filled in by bidder)**

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 person signing on behalf of the 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								

**BIDDERS MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA**

**MUST INSERT DATE OF FINAL QUESTIONS AND ANSWERS ON WEBSITE:**



Sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord two thousand \_\_\_\_\_ (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. T200412201.01, to be paid to the **State** for the use and benefit of its Department of Transportation  
("**DeIDOT**") 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 **DeIDOT** 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 **DeIDOT**, 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