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STATE OF DELAWARE

DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT T200800701.01

FEDERAL AID PROJECT NO. ESTP-N009(7)

HSIP NCC SR 52 AND SR 82 INTERSECTION IMPROVEMENTS

NEW CASTLE COUNTY

ADVERTISEMENT DATE: September 17, 2012

Completion Date 166 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 16, 2012

Contract No.T200800701.01

Federal Aid Project No. ESTP-N009(7)

**HSIP NCC SR 52 AND SR 82 INTERSECTION IMPROVEMENTS
NEW CASTLE COUNTY**

LOCATION

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

DESCRIPTION

The improvements consist of furnishing all materials for THIS PROJECT CONSISTS OF PAVING, STRIPING, DRAINAGE, AND SIGNAL WORK., 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 166 Calendar Days . The Contract Time includes an allowance for 18 Weather Days.

It is the Department's intent to issue a Notice to Proceed such that work starts on or about March 27, 2013.

ELECTRONIC BIDDING

This project incorporates a newer version of the electronic bidding system, Expedite 5.9a..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



PROSPECTIVE BIDDERS NOTE:

1. No retainage will be withheld on this contract.
2. The Department has adopted an External Complaint Procedure. The procedure can be viewed on our website at; <http://www.deldot.gov/information/business/>, or you may request a copy by calling (302) 760-2555.
3. Make note of the new version of Electronic Bidding software as noted above.

**STATE OF DELAWARE
CONSTRUCTION ITEMS UNITS OF MEASURE**

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

*Not used for units of measurement for payment.

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GENERAL NOTICES

SPECIFICATIONS:

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

CLARIFICATIONS:

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

ATTESTING TO NON-COLLUSION:

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

QUANTITIES:

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

REQUIREMENT BY DEPARTMENT OF LABOR FOR SWORN PAYROLL INFORMATION

Delaware Code, Title 29, Chapter 69, Section 6960, Paragraph

"Every contract based upon these specifications shall contain a stipulation that certified sworn payroll reports be maintained by every contractor and subcontractor performing work upon the site of construction. The contractor and subcontractor shall keep and maintain the sworn payroll information for a period of two (2) years from the last day of the work week covered by the payroll. A certified copy of these payroll reports shall be made available:

1. For inspection or furnished upon request to a representative of the Department of Labor;
2. Upon request by the public or for copies thereof. However, a request by the public must be made through the Department of Labor. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Department of Labor in accordance with the Department's copying fee policy. The public shall not be given access to the records at the principal office of the contractor or subcontractor; and
3. The certified payroll records shall be on a form provided by the Department of Labor or shall contain the same information as the form provided by the Department and shall be provided within ten (10) days from receipt of notice requesting the records from the Department of Labor."

Contractor may contact: Department of Labor
Division of Industrial Affairs
4425 No. Market Street
Wilmington, DE 19802

Telephone (302) 761-8200

PREFERENCE FOR DELAWARE LABOR:

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

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

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."

For all contracts which are identified as Federal-aid projects by having a Federal-aid number inserted in the appropriate space on the cover sheet of the proposal, if there is a conflict between the above Section 6962 and Federal law ~~and~~ the requirements of the above Section 6962 shall not apply.

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."

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:

I. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex 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 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.

ii. 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.

TO REPORT BID RIGGING ACTIVITIES:

CALL 1-800-424-9071

The U. S. Department of Transportation (DOT) operates the above 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.

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.

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 NEW CASTLE 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 0. 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 provided 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 10 % 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.

* * * * *

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 DelDOT 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.

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GUIDANCE FOR GOOD FAITH EFFORT

When the DBE Goals established for a contract by DelDOT 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 DelDOT 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 DelDOT 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 disadvantaged 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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FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

(Exclusive of Appalachian Contracts)

- 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.

* * * * *

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.

PREVAILING WAGES

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

Title 29 Del.C. §6960 relating to wages further stipulates "that the employer shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics", and ... "that the scale of wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work, and that there may be withheld from the employer so much of accrued payments as may be considered necessary by the Department of Labor to pay to laborers and mechanics employed by the employer the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and rates of wages received by such laborers and mechanics to be remitted to the Department of Labor for distribution upon resolution of any claims."

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

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

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 15, 2012

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

CERTIFIED: 8/27/12

BY: 

ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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

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

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

PROJECT: T200800701.01 ESTP N009 (7) HSIP NCC SR 52 and SR 82 Intersection Improvements New Castle County, New Castle County

GENERAL DECISION: DE120013 7/27/2012 DE13

General Decision Number: DE20100010

State: DELAWARE

Construction Type: HIGHWAY

COUNTY: New Castle County in Delaware

HIGHWAY CONSTRUCTION PROJECTS: (excluding tunnels, building structures in rest area projects and railroad construction; bascule, suspension and spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	07/27/2012

SUDE2010-001	03/15/2012	Rates	Fringes
Bricklayer		45.63	
Carpenter		49.06	
Cement Mason/Concrete Finisher		30.40	
ELECTRICIAN			
Electrician		59.10	
Line Worker		22.50	
Ironworker		42.20	
Laborer		30.23	
Millwright		16.11	
Operator: Piledriver		59.23	
Painter		56.07	
Power Equipment Operation		41.41	
Sheet Metal Worker		22.75	
Truck Driver		32.17	

-
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order 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.

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

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

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

SPECIAL PROVISIONS

CONSTRUCTION ITEM NUMBERS

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

Standard Item Number:

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

Special Provisions Item Number:

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

Examples

Standard Item Number - 202000 Excavation and Embankment

202 Indicates Section Number

000 Indicates Sequential Number

Special Provision Item Number - 202500 Grading and Reshaping Roadway

202 Indicates Section Number

500 Indicates Sequential Number

401502 - ASPHALT CEMENT COST ADJUSTMENT

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

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

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

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

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

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

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

The Asphalt cement cost adjustment will be calculated on grade PG 64-22 asphalt regardless of the actual grade of asphalt used. The Project Asphalt Cement Base Price for the project will be \$571.67 per ton (\$630.16 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.

302514 – MILLED HOT-MIX BASE COURSE

Description:

It is the intent of this Special Provision to qualify the use of milled hot-mix asphalt pavement material in lieu of graded aggregate as a base course. All requirements of Section 302 shall remain in effect except as modified below:

Materials:

The material used to construct milled hot-mix asphalt pavement base courses shall be uniformly graded with a maximum size of 1 1/2" (38 mm).

Subgrade Preparation:

The subgrade shall be properly constructed in accordance with Subsection 202.06. No base course material shall be placed until the subgrade has been approved by the Engineer.

Placement:

- a. *Equipment.* The milled material shall be spread uniformly by an approved spreading machine or box in such a manner that no segregation occurs. A conventional motor grader will not be approved for placement of milled material on mainline roadway sections.

Where it is not possible to use a spreading machine or box in patching or other tight areas, other approved methods can be used only in such manner that no segregation occurs. Compaction shall be uniformly attained by approved rollers or compactors. No milled materials shall be placed until approved equipment is on the Project site and is operational.

- b. *Spreading and Compacting.* Milled material shall be placed in successive layers. Each layer shall be placed in a level, uniform cross-section not to exceed 12" (300 mm) in depth, loose measurement, unless otherwise approved by the Engineer. The milled material shall be deposited and spread parallel to the centerline and the layer shall extend to the full width as shown on the Plans. The milled material shall be handled so that no segregation of fine or coarse particles occurs. No more than 1,000 cu yd (300 m³) of material, as measured along the roadway centerline, shall be spread in advance of compaction operations. Each layer shall be properly compacted as specified, before starting the next layer.

Compaction or rolling shall be performed parallel to the roadway centerline starting at the edges and progressing toward the center. It shall continue until each layer is thoroughly and uniformly compacted to the full width as shown on the Plans.

The milled material shall be compacted by the following method: a sheepfoot roller (minimal 50 ton static roller) shall make the required number of passes on the base material to achieve the target density followed by a back-drag by either a bulldozer or a motor grader. After the pavement base material has been placed, a 15 ton/1800 vpm (minimum) vibratory steel wheel roller shall compact the base material. Compaction will be measured per subsection *Performance* below. In small areas where the above noted equipment cannot be used, the contractor must request approval from the Department to place the millings with other equipment. The Department reserves the right to reject or approve the areas for placement of millings as determined by the Engineer.

After compaction, all voids in the surface of each layer will be filled with millings and compacted (with the vibratory steel wheel roller) until the layer of base material is well bonded and firm, as determined by the Engineer.

In no case shall vehicles be allowed to travel in a single track or to form ruts in the base course. If any sharp irregularities are formed in the subgrade or base course material, the affected area shall be scarified to a depth of 6" (150 mm) and compacted to conform to the requirements of Section 202 or this Section.

- c. *Performance.* Compaction of milled hot-mix asphalt pavement base courses will be monitored by measuring the in-place density using a nuclear density gauge and comparing it to a control strip target density. The mean base compaction shall be at least 98% of the control strip target density and sufficiently uniform that individual test results are at least 96% of the control strip target density, the base course represented by the test will be considered defective and the Contractor shall further compact the area. After further compaction, the original test site and one other randomly selected site within the area will be tested. The average of two test results will be included in the mean density for that day's placement.

To determine the control strip target density, a control strip with a minimum length of 300 (90 m) shall be constructed at the beginning of work on each pavement base. Each control strip is to remain in place and become a section of the completed roadway. A control strip shall have an area of at least 400 yd² (325 m²). For small areas, the Contractor may request to have a test strip waived. This request shall be submitted to the Engineer for review.

Upon completion of the rolling, the mean density of the control strip will be determined by averaging the results of ten nuclear density tests taken at randomly selected sites within the control strip. The mean density of the control strip shall be the target density for the remainder of the pavement base course which it represents. Compaction shall be expressed as a percentage of the target density.

The finished surface of the graded aggregate base course shall not vary from that required on the Plans by more than 1/2 (13 mm) when tested with a 10 (3.048 m) straightedge applied to the surface parallel to the centerline of the pavement and when tested with a template cut to the cross-section of the pavement. The actual thickness of the graded aggregate base course shall not be more than 1/2 (13 mm) less than the thickness shown on Plans. Those portions of completed base course not meeting these performance requirements shall be completely removed and replaced with proper material placed in accordance with this Section.

A straightedge meeting the approval of the Engineer shall be supplied by the Contractor at each placement operation. The straightedge shall be constructed of rigid materials that resist warping and bending.

Method of Measurement:

The quantity of milled hot-mix base course will be measured by the cubic yard (cubic meter) and will be paid for under Item 302007 - Graded Aggregate Base Course. The volume of cubic yards (cubic meters) will be measured as the number of square yards (square meters) of surface area of milled hot-mix base course, placed and accepted, multiplied by the depths shown on the Plans. If the depth of milled hot-mix base course, placed and accepted, is greater than the depth shown on the Plans, the Plan depth will be used to measure the quantity of payment.

If the limits of measurement for pay quantities for milled hot-mix base course are designated on the Plans, the quantity of milled hot-mix base course measured for payment will be the number of square yards (square meters) of surface area multiplied by the depth placed within the payment lines and grades shown on the Plans. If the limits are not designated on the Plans, or have been changed by the Engineer, in-place dimensions of the accepted milled hot-mix base course will be established. The computation of quantity will be made from cross-sections taken after the completion of work under this Section.

Materials placed beyond the designated lines and grades as shown on the Plans or beyond the limits established by the Engineer will not be measured for payment.

There will be no separate payment made for filling voids with millings as required under Placement subsection (b) *Spreading and Compaction*.

Basis of Payment:

Millings used for Base Course will be paid at the unit bid price for Item 302007 - Graded Aggregate Base Course, Type B. All costs to bring the millings into compliance with the requirements of 302514 are

incidental to Item 302007. No payment will be made under this item 302514.

Price and payment will constitute full compensation for hauling, stockpiling (includes any double handling of material), preparing the subgrade, placing and compacting the materials, and for all labor, equipment, tools and incidental required to complete the work.

No additional compensation will be made to the Contractor to crush, screen or otherwise modify the milled hot-mix base course to meet the necessary gradation.

No payment will be made for materials placed beyond the designated lines and grades as shown on the Plans or beyond the limits established by the Engineer.

10/31/05

401637 – PATTERNED BITUMINOUS CONCRETE PAVEMENT

Description:

This work consists of preparing, texturing, and applying a coloring system on the surface of existing Hot Mix Asphalt (HMA) in order to create the specified texture pattern and color within the Plan limits for the crosswalks and crosswalk approach pads.

Materials:

The surfacing system shall consist of materials meeting the following requirements for their respective use, and used before exceeding their shelf life:

1. Cleaner – shall remove all detrimental oils and dirt from the HMA surface in order to promote adhesion of the colorant material, without harming the quality of the HMA.
2. Primer – required when exposed aggregate (stone with no asphalt coating) is present; shall conform to the recommendations of the coating Manufacturer.
3. Coating System –

The coating material shall consist of a epoxy-modified acrylic resin conforming to the following requirements:

Solids by Volume (ASTM D2697) – minimum 57.5%
Density (ASTM D1475) – minimum 13.84 lbs/gal (1.66kg/l)
Flash Point (ASTM D3278) – greater than 230 F (110 C)
Dry Time (Gardner Circular Meter) – less than 37 minutes
Taber Abrasion H-10 (ASTM D4060) – 0.98 grams/1000cycles after 7 day cure
Adhesion (ASTM D4541) – cohesive failure before adhesive failure
QUV delta E (ASTM G154) – 500 hours 0.46 CIE Units
Hydrophobicity (ASTM D570) – maximum 9.7% weight gain after 9 days immersion
Shore Hardness (ASTM D2240) – 63 Type D

The Contractor shall thoroughly and uniformly blend and mix the colorant and other Manufacturer-recommended additives to produce the coating material, prior to applying it to the pavement surface; it must provide a surface that matches the specified color.

The final coating shall provide a skid resistant surface, no smoother than the adjacent uncoated HMA surface.

4. All material containers shall be unopened (as sealed by the Manufacturer) except when the Contractor opens them in the presence of the Engineer.
5. Final drying and cure time for the system (for all layers combined) shall not exceed 8 hours at 70 F (21 C), 50% relative humidity.

Construction Methods:

Only an authorized applicator shall install the textured pattern and surface system.

- A. Prior to construction, the Contractor shall obtain the Engineer's approval of the following equipment –
 1. Heater for softening the surface of the HMA; the heater shall be infrared or hot air; it must have controls that prevent it from overheating the HMA.
 2. Patterned Template for imprinting a texture into the surface of the HMA; the pattern shall conform to the pattern and size shown on the Plans (Random Slate).

3. Vibratory Plate for pushing the patterned template fully down into the heated surface of the HMA.
4. Applicators for applying the materials to the HMA surface; this equipment shall conform to the recommendations of the coating system material manufacturer.
5. The stamped area shall have an imprint depth of 3/8" (9.5mm).

B. The following steps are required for surface preparation, application, and cure –

1. The area at and within 50 feet (15 meters) preceding the area of system application, relative to the flow of traffic, must have been exposed to the atmosphere for at least seven days, in order to minimize asphalt tracking onto the area of system application.
2. The Contractor shall not initiate application of the surfacing system materials until the weather forecast includes only acceptable environmental conditions. To be acceptable, the ambient and surface temperatures must be at least 50 F (10 C) and rising, the work area surface must be dry, and there must not be any expected precipitation. The forecast shall extend to a time at least two hours after the expected completion of material application for the precipitation, and at least eight hours for the temperatures.
3. The Contractor shall clearly mark the limits of the area of system application. The Contractor shall clean and maintain the application area so that it is free of any contamination at the time of material application, in order to prevent discoloration or loss of adhesion of the surfacing system.
4. The Contractor shall soften the HMA surface without excessive heat. The Contractor shall continuously monitor the surface temperature with an infrared thermometer when heating the surface. While the HMA is sufficiently soft, the Contractor shall imprint the HMA surface without damaging the HMA aggregate.
5. The Contractor shall prevent any colorant material from drifting out of the limits of work. If the wind is excessive – preventing uniform application of the material, or moving material beyond the work limits, the Contractor shall not apply material.
6. The Contractor shall apply each layer of the system as recommended by the surfacing system Manufacturer – within the Manufacturer-recommended application rates, using the Manufacturer-recommended equipment and tools. Generally, this shall be spraying a layer of material onto the clean, dry surface, brushing this material into the surface, and allowing the layer to dry ("dry to the touch"). Generally, the Contractor performs this process at least four times, until the target application thickness has been applied uniformly to the surface.
7. The Contractor shall protect the work area from exposure to traffic and other harmful elements until the system has an adequate cure of at least 6 hours.

C. Performance Requirements –

The HMA pavement must be heat softened to a depth of at least 1/2" (12.5 mm).

1. The Contractor shall not apply excessive heat to the HMA surface; excessive heat may cause damage to the HMA. The Engineer considers an open flame unacceptable. The Engineer considers surface temperatures greater than 300 F (150 C) as excessive. The Contractor shall remove and replace the full lift of HMA for any areas exposed to excessive heat, regardless of the surface's appearance.
2. Upon completion, the patterned area shall be checked for proper depth of print by

taking random samples. 90% of the stamped area shall have an imprint depth of $\frac{3}{8}$. If any sample areas have an imprint depth less than $\frac{3}{8}$, these areas shall be reheated and re-stamped prior to applying the coatings.

3. Areas of crushed HMA aggregate are unacceptable.
4. After application of the colorant material, the depth of the texture below the surface shall be consistent, and be at least $\frac{1}{4}$, or 0.25, inch (6.34 mm) deep.
5. The surface color shall match the approved sample throughout the area of application. The Contractor shall remove any visible surface system materials applied outside the limits of work, without causing damage to the remaining materials.
6. The Contractor shall apply the colorant material at a rate of no less than one gallon for each 30 SF (3.8 liter for each 2.8 square meter). The target total thickness of colorant material is 0.04 inch (60 mils). The thickness and appearance of the colorant material shall be consistent throughout the area of application.
7. The Contractor shall adequately cure the area of application before opening the area to traffic. The minimum cure time is 6 hours. The Contractor shall correct any areas opened prematurely in accordance with the system Manufacturer's written recommendation, or, if a written recommendation is unavailable, by completely removing and replacing the material.
8. The Engineer will consider any surfaces that exhibit cracking, flaking, loss of adhesion, or pre-mature wear as unacceptable. In order for the Engineer to consider the work acceptable, the Engineer must be satisfied with the aesthetics and expected durability of the work.
9. The Contractor shall only maintain traffic closures within the allowable limits of time and area.
10. The Contractor shall remove and replace the full lift of HMA within any unacceptable area; joint lines shall be parallel or perpendicular to the roadway centerline; the minimum length of a replacement area is 3 feet (1 m).
11. The Contractor shall perform all corrections without additional cost to the Department.

Method of Measurement:

The Engineer will measure the quantity of approved patterned bituminous concrete as the number of square yards (square meters) of HMA satisfactorily textured and colored in conformance with the Plans and Specifications.

The Engineer will not measure areas of correction for payment.

Basis of Payment:

The price paid for the measured quantity, at the Contract unit price, will constitute full compensation for furnishing labor, equipment, and materials for preparing, imprinting, and coloring the surface, and for all labor, equipment, and incidentals required to complete the work.

1/4/06

401699 - QUALITY CONTROL/QUALITY ASSURANCE OF BITUMINOUS CONCRETE

.01 Description.

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

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

.02 Definitions.

Acceptable Quality Level (AQL): That level of percent within limits (PWL) to which the Engineer will consider the work completely acceptable.

Acceptance Plan: Factors that comprise the Engineer's determination of the degree of compliance with contract requirements and value of the product. These factors include the Engineer's sampling, testing, and inspection.

Delaware Asphalt Pavement Association (DAPA): The organization representing the interests of hot-mix asphalt producers and Contractors. The Engineer has a copy of the DAPA officers' names and point(s) of contact.

Dispute Resolution: The procedure used to resolve conflicts resulting from discrepancies between the Engineer's and the Contractor's results of sufficient magnitude to impact payment. The testing will take place at a location and time mutually agreeable by both the Engineer and the Contractor.

Full Depth Construction – Construction of an adequate pavement box on a subgrade and subbase prepared by the contractor

Independent Assurance: An unbiased and independent verification of the Quality Assurance system used, and the reliability of the test results obtained in regular sampling and testing activities. The results of Independent Assurance are not to be directly used as a basis of material acceptance.

Job Mix Formula (JMF)/Mixture Identification (ID): The target values for individual aggregate size gradation percentages and the asphalt percentage, the sources of each of the component materials, the proposed proportions of component materials to be used to meet those target values, the asphalt proportion, and the mixing temperature. The Engineer will assign uniquely individual mixture identification for each JMF submitted and approved.

Lower Quality Index (QL): The index reflecting the statistic related to the lower boundary to which a sample (or sample statistic) may deviate from the target value and still be considered acceptable.

Mean: A statistical measure of the central tendency – the average value.

Operational Day: A day in which the Engineer has approved a lane closure for the Contractor to perform work within an approved MOT plan.

Percent Within Limits (PWL): That amount of material or workmanship that has been determined, by statistical method, to be within the pre-established characteristic boundary(ies).

Qualified Laboratory: A laboratory mutually agreed upon by both DAPA and the Engineer as having proper test equipment that has been calibrated in accordance to AASHTO.

Qualified Technician: Personnel mutually agreed upon by both DAPA and the Engineer as having adequate training, experience, and abilities to perform the necessary testing. The minimum qualifications are either a recognized nationally accredited or certified Superpave testing certificate or been working in hot-mix asphalt testing for at least one year.

Quality Assurance (QA): All those planned and systematic actions necessary to provide adequate confidence that a product or service will satisfy given requirements for quality.

Quality Control (QC): The sum total of the activities performed by the Contractor in order to assure that the product meets contract requirements.

Quality Control (QC) Plan: The detailed description of the type and frequency of inspection, sampling, and testing deemed necessary to measure and control the various properties governed by the Specifications. The QC Plan must address the actions needed to keep the process in control, detect when the process is going out of control, and responses to correct the situation(s).

Quality Level Analysis: A statistical procedure that provides a method for estimating the percentage of each lot or subplot of material, product, item of construction, or completed construction that may be expected to be within specified tolerances.

Standard Deviation: A term used in statistics to indicate the value calculated from the square root of the difference between the individual measurements in a group and their average. Standard deviation is calculated by taking the square root of the sum of the squares of the differences of each of n values and the mean value, this sum first divided by (n-1).

Target Value: The acceptable value for a controlling characteristic of a product. The JMF will establish each of these values for the material.

Test Methods: Shall be AASHTO test methods. Copies of these test methods shall be available at each qualified laboratory.

Upper Quality Index (QU): The index reflecting the statistic related to the upper boundary to which a sample (or sample statistic) may deviate from the target value and still be considered acceptable.

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

.03 Equipment.

(a) Material Production Test Equipment.

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

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

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

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

(b) Pavement Construction Test Equipment.

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

.04 Quality Control (QC) Plan.

(a) Material Production QC.

(1) Job Mix Formula – Material Production.

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

The component materials design shall include designating the source and the expected proportion (within 1 percent for the aggregate components, and within 0.1 percent for the other components) of each component to be used in order to produce workable hot-mix asphalt having the specified properties. For plant component

feed adjustments, RAP can be considered in the same manner as an individual aggregate component. The JMF target characteristic values include the mixing temperature range, core temperature range for gyration, the percentage of the asphalt cement component (both total and virgin), and the percentages of the aggregate amounts retained on the sieves to be addressed by the JMF as shown in Table 1.

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

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

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

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

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

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

Table 1 - Aggregate Gradation - JMF and Control Point Information										
Sieves to be addressed by JMF/Range values are percentages passing by weight										
Sieve Size mm (inch)	4.75 mm	4.75mm Range	9.5 mm	9.5mm Range	12.5 mm	12.5mm Range	19.0 mm	19.0mm Range	25.0 mm	25.0mm Range
37.5(1.5)	No		No		No		No		Yes	100
25.0(1.0)	No		No		No		Yes	100	Yes	90-100
19.0 (3/4)	No		No		Yes	100	Yes	90-100	Yes	20-90
12.5(1/2)	Yes	100	Yes	100	Yes	90-100	Yes	23-90	Yes	
9.5 (3/8)	Yes	95-100	Yes	90-100	Yes	28-90	Yes		Yes	
4.75(#4)	Yes	90-100	Yes	32-90	Yes		Yes		Yes	
2.36(#8)	Yes		Yes	32-67	Yes	28-58	Yes	23-49	Yes	19-45
(#16)	Yes	30-60	Yes		Yes		Yes		Yes	
(#30)	Yes		Yes		Yes		Yes		Yes	

Table 1 - Aggregate Gradation - JMF and Control Point Information

Sieves to be addressed by JMF/Range values are percentages passing by weight										
Sieve Size mm (inch)	4.75 mm	4.75mm Range	9.5 mm	9.5mm Range	12.5 mm	12.5mm Range	19.0 mm	19.0mm Range	25.0 mm	25.0mm Range
(#50)	Yes		Yes		Yes		Yes		Yes	
(#100)	Yes		Yes		Yes		Yes		Yes	
.075(#200)	Yes	6-12	Yes	2-10	Yes	2-10	Yes	2-8	Yes	1-7

(2) Process Control – Material Production.

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

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

Using testing equipment that is knowingly out of calibration or is not working properly.

Reporting false information such as test data, JMF information, or any info requested by DelDOT

When the Contractor fails to comply to their approved QC Plan in reference to materials testing

Substantial deviations to AASHTO or DelDOT procedures when running tests, sampling stockpiles, or testing hot mix.

The use of any material not listed in the JMF.

The use of the wrong PG graded asphalt.

If samples fall within the Contractors action points in the QC Plan but the Contractor fails to take the corrective action in the approved QC Plan

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

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

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

Production Plant – make, type, capacity, and location.

Production Plant Calibration – components and schedule; address documentation.

Personnel – include name and telephone number for the following individuals:

Person responsible for quality control.

Qualified technician(s) responsible for performing the inspection, sampling, and testing.

Person who has the authority to make corrective actions on behalf of the Contractor.

Testing Laboratory – state the frequency of accuracy checks and calibrations of the equipment used for testing; address documentation.

Locations where samples will be obtained and the sampling techniques for each test

Load number of QC samples (1-10 if QA sample is not within trucks 1-10)

Tests to be performed and their normal frequency; the following, at a minimum, shall be conducted:

Mixture Temperature: each of the first five trucks, and each load that is sampled for QC or acceptance testing.

Gradation analysis of aggregate (and RAP) stockpiles – one washed gradations per week for each aggregate stockpile; RAP: five gradations and asphalt cement contents for dedicated stockpiles where new material is not being added; one gradation and asphalt cement content test per week for stockpiles where material is continually being added to the stockpile.

Gradation analysis of non-payment sieves

Dust to effective asphalt calculation

Moisture content analysis of aggregates – daily.

Gradation analysis of the combined aggregate cold feed – one per year per mixture.

Bulk specific gravity and absorption of blended material – one per year per mixture.

Ignition Oven calibration – one per year per mixture.

Hot-Bins: one per year per mixture.

Others, as appropriate.

Procedures for reporting the results of inspection and tests (include schedule).

Procedures for dealing with non-compliant material or work.

Presentation of control charts. The Contractor shall plot the results of testing on individual control charts for each characteristic. The control charts shall be updated within one working day as test results for each 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 Section .04(a)(1)).

Change in the source of the component materials.

Calibration of material production equipment (asphalt pump, belt feeders, etc.).

Rejection of material.

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

(b) Pavement Construction – Process Control.

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

.05 Acceptance Plan.

(a) Material Production – Tests and Evaluations.

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

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

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

The Engineer will evaluate and accept the material on a lot basis. All the material within a lot shall have the same JMF (mixture ID). The lot size shall be targeted for 2000 tons or a maximum period of three days, whichever is reached first. If the 2000th 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 a mixture samples using a gyratory compactor.
AASHTO T166, Method C (Rapid Method) – Bulk specific gravity of compacted samples.
AASHTO T308 – Asphalt cement content.
AASHTO T30 – Aggregate gradations, using samples from the asphalt cement content test.
AASHTO T209 – Theoretical maximum specific gravity.
ASTM Provisional Test Method – Rapid Drying of Compacted and Loose Bituminous Asphalt Specimens using Vacuum Drying Method

(b) Pavement Construction – Tests and Evaluations.

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

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

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

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

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

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

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

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

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

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

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

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

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

AASHTO T166, Method C (Rapid Method) – to determine the bulk specific gravity of the cores.

AASHTO T209 – to calculate the theoretical maximum specific gravity and the density of the non-compacted mixtures.

ASTM Provisional Test Method – Rapid Drying of Compacted and Loose Bituminous Asphalt Specimens using Vacuum Drying Method.

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

.06 Payment and Pay Adjustment Factors.

The Contractor shall include the costs for all materials, labor, equipment, tools, and incidentals necessary to meet the requirements of this specification in the bid price per ton for the hot-mix asphalt. Payment to the Contractor for the hot-mix asphalt item(s) will be based on the Contract price per ton and the pay adjustments described in this specification. The Engineer will determine pay adjustments for the hot-mix asphalt item(s) based on the Acceptance Plan. The Engineer will determine both a pay adjustment for the material and a pay adjustment for the pavement construction. Note that the material portion of the total pay adjustment is 70 percent and the pavement construction portion is 30 percent. For replaced material or work, the Engineer will not apply the Pay Adjustment applicable to the material or work replaced; a new Pay Adjustment will be calculated based on the qualities of the new material. Even if one portion of the pay adjustment (material or construction) is not applied, the Engineer may apply the pay adjustment to the other portion. All adjustments (bonus or penalty) shall be paid under this item number in the contract.

(a) Material Production – Pay Adjustment.

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

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

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

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

Final Pay Adjustment =

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

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

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

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

If, during production, a QA sample test result does not meet the acceptable tolerances and the Contractors QC sample duplicates the QA sample test result, the Contractor can make an appropriate change to the mixture (within the JMF boundaries), and request to have that sample further isolated. If this request is approved, and the Contractor has made a change, the third load after the change will be tested. If that sample test result shows compliance with the specifications, the material that is considered out of the acceptable

tolerance will include the material from the previous acceptable test result to the third load after the initially sampled and tested sample. If the sample does not meet the specification requirements, the Engineer will no longer accept material. Production may resume when changes have been made and an acceptable sample and test result is obtained.

Table 2 – Quality Level Analysis by the Standard Deviation Method							
PU or PL	QU and QL for “n” Samples						
	n = 3	n = 4	n = 5	n = 6	n = 7	n = 8	n = 9
100	1.16	1.50	1.79	2.03	2.23	2.39	2.53
99		1.47	1.67	1.80	1.89	1.95	2.00
98	1.15	1.44	1.60	1.70	1.76	1.81	1.84
97		1.41	1.54	1.62	1.67	1.70	1.72
96	1.14	1.38	1.49	1.55	1.59	1.61	1.63
95		1.35	1.44	1.49	1.52	1.54	1.55
94	1.13	1.32	1.39	1.43	1.46	1.47	1.48
93		1.29	1.35	1.38	1.40	1.41	1.42
92	1.12	1.26	1.31	1.33	1.35	1.36	1.36
91	1.11	1.23	1.27	1.29	1.30	1.30	1.31
90	1.10	1.20	1.23	1.24	1.25	1.25	1.26
89	1.09	1.17	1.19	1.20	1.20	1.21	1.21
88	1.07	1.14	1.15	1.16	1.16	1.16	1.17
87	1.06	1.11	1.12	1.12	1.12	1.12	1.12
86	1.04	1.08	1.08	1.08	1.08	1.08	1.08
85	1.03	1.05	1.05	1.04	1.04	1.04	1.04
84	1.01	1.02	1.01	1.01	1.00	1.00	1.00
83	1.00	0.99	0.98	0.97	0.97	0.96	0.96
82	0.97	0.96	0.95	0.94	0.93	0.93	0.93
81	0.96	0.93	0.91	0.90	0.90	0.89	0.89
80	0.93	0.90	0.88	0.87	0.86	0.86	0.86
79	0.91	0.87	0.85	0.84	0.83	0.82	0.82
78	0.89	0.84	0.82	0.80	0.80	0.79	0.79
77	0.87	0.81	0.78	0.77	0.76	0.76	0.76
76	0.84	0.78	0.75	0.74	0.73	0.73	0.72
75	0.82	0.75	0.72	0.71	0.70	0.70	0.69
74	0.79	0.72	0.69	0.68	0.67	0.66	0.66
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

Table 2 – Quality Level Analysis by the Standard Deviation Method							
PU or PL	QU and QL for “n” Samples						
	n = 3	n = 4	n = 5	n = 6	n = 7	n = 8	n = 9
69	0.65	0.57	0.54	0.53	0.52	0.52	0.51
68	0.62	0.54	0.51	0.50	0.49	0.49	0.48
67	0.59	0.51	0.47	0.47	0.46	0.46	0.46
66	0.56	0.48	0.45	0.44	0.44	0.43	0.43
65	0.52	0.45	0.43	0.41	0.41	0.40	0.40
64	0.49	0.42	0.40	0.39	0.38	0.38	0.37
63	0.46	0.39	0.37	0.36	0.35	0.35	0.35
62	0.43	0.36	0.34	0.33	0.32	0.32	0.32
61	0.39	0.33	0.31	0.30	0.30	0.29	0.29
60	0.36	0.30	0.28	0.27	0.27	0.27	0.26
59	0.32	0.27	0.25	0.25	0.24	0.24	0.24

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

Table 4 - PWL Pay Adjustment Factors	
PWL	Pay Adjustment Factor (%)
100	+5
99	+4
98	+3
97	+2
96	+1
95	0
94	(-1)
93	(-2)
92	(-3)
91	(-4)
PWL (when <91)	(PWL - 100)

(b) Pavement Construction – Pay Adjustments.

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

Degree of compaction of the in-place material

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

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

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

* or remove and replace it at Engineer's discretion

Table 5a: Compaction Price Adjustment Other¹ Locations	
Degree of Compaction (%)	Pay Adjustment Factor (%)
>96	-100*
95	-2
94	0
93	+3
92	0
91	0
90	0
89	-1

Table 5a: Compaction Price Adjustment Other¹ Locations	
Degree of Compaction (%)	Pay Adjustment Factor (%)
88	-5
87	-15
86	-25
85	-30
84	-100*

* or remove and replace at Engineer's discretion

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

.07 Dispute Resolution.

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

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

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

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

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

If there is a discrepancy between the Engineer's acceptance test result and the Contractor's test result, the Contractor may ask for the Dispute Resolution sample to be tested. If the Dispute Resolution sample substantiates the original acceptance test result, the Contractor, after two such Dispute Resolution samples, will be charged a fee of \$125 for all further Dispute Resolution cores that substantiate the acceptance test result. If the Dispute Resolution sample substantiates the Contractor's test result, the Contractor will not be charged a fee.

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

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

7/28/11

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

Description.

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

Materials and Equipment.

The following material shall be available to complete this work:

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

The following equipment shall be available to complete this work:

Sponge or other absorbent material – Used to extract water from the hole.

Compaction Hammer – Shall be mechanical, with a flat, circular tamping face smaller than 6 inches in diameter. The tamping head shall be connected to an electrical, pneumatic, or gasoline driven tamping device.

Construction Method.

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

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

Performance Requirements.

The Engineer will judge the patch on the following basis:

The patch shall be well compacted

The patch surface shall match the grade of the surrounding roadway surface.

Basis of Payment.

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

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

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

1. Contact Materials & Research (M&R) personnel to determine if information about the area is already available. If M&R has already obtained cores in the location that is being investigated, the contractor may opt to use the laboratory information for the investigation and not core the area on their own.
2. If M&R does not have information concerning the section of the roadway, the contractor needs to contact M&R to arrange for verification of coring operations. Arrangements shall be made to allow for an individual from M&R to be on the site when the cores are obtained. Cores will be turned over to M&R for evaluation.
3. The contractor is responsible for providing all traffic control and repairing core holes in accordance to 401699 Appendix A – Repairing Core Holes in Hot-Mix Asphalt Pavements.
4. Cores are to be taken throughout the entire project for the area in question. Cores will be spaced, from the start of the project in increments determined based on field and project specifics. Cores will be evenly distributed throughout the project location. The cores will be taken in the center of the lane in question.
5. Additional cores may be taken at other locations, if surface conditions indicate that there may be a substantial difference in the underlying section. The location of these cores should be documented and submitted to M&R.
6. Cores shall be full depth and include underlying materials. If there is a stone base included in the pavement section, at a minimum 1 core must have information concerning the thickness of the base. This is determined by augering to the subgrade surface.
7. The calculations used to determine the structural capacity of the roadway is as follows. If the contractor finds, upon starting the coring process, that the areas are of greater thickness than applicable to Table 5a, they may terminate the coring process on their own and retract the request.

Structural Number Calculations

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

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

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

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

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

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

Example:

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

Calculation:

For the Type B lift the calculation would be:

$$\begin{array}{rcl}
 \text{Existing HMA} & 2 * 0.32 & = 0.64 \\
 \text{GABC} & 7 * 0.14 & = \underline{0.98} \\
 & & 1.62
 \end{array}$$

For the Type C lift the calculation would be:

$$\begin{array}{rcl}
 \text{Newly Placed B} & 2.25 * 0.4 & = 0.90 \\
 \text{Existing HMA} & 2 * 0.32 & = 0.64 \\
 \text{GABC} & 7 * 0.14 & = \underline{0.98} \\
 & & 2.52
 \end{array}$$

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, Advant-Edge 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

or

Advant-Edge Paving Equipment, LLC
33 Old Niskayuna Road
Loudonville, NY 12211
1-814-422-3343
www.advantedgepaving.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.

1/21/2011

401800 - WMA, SUPERPAVE, TYPE C, 115 GYRATIONS, PG 64-22 (CARBONATE STONE)
401801 - WMA, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 64-22 (CARBONATE STONE)
401802 - WMA, SUPERPAVE, TYPE C, 205 GYRATIONS, PG 64-22 (CARBONATE STONE)

401803 - WMA, SUPERPAVE, TYPE C, 115 GYRATIONS, PG 70-22 (CARBONATE STONE)
401804 - WMA, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 70-22 (CARBONATE STONE)
401805 - WMA, SUPERPAVE, TYPE C, 205 GYRATIONS, PG 70-22 (CARBONATE STONE)

401806 - WMA, SUPERPAVE, TYPE C, 115 GYRATIONS, PG 76-22 (CARBONATE STONE)
401807 - WMA, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 76-22 (CARBONATE STONE)
401808 - WMA, SUPERPAVE, TYPE C, 205 GYRATIONS, PG 76-22 (CARBONATE STONE)

401809 - WMA, SUPERPAVE, TYPE B, 115 GYRATIONS, PG 64-22
401810 - WMA, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 64-22
401811 - WMA, SUPERPAVE, TYPE B, 205 GYRATIONS, PG 64-22

401812 - WMA, SUPERPAVE, TYPE B, 115 GYRATIONS, PG 70-22
401813 - WMA, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 70-22
401814 - WMA, SUPERPAVE, TYPE B, 205 GYRATIONS, PG 70-22

401815 - WMA, SUPERPAVE, TYPE B, 115 GYRATIONS, PG 76-22
401816 - WMA, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 76-22
401817 - WMA, SUPERPAVE, TYPE B, 205 GYRATIONS, PG 76-22

401818 - WMA, SUPERPAVE, BITUMINOUS CONCRETE BASE COURSE, 115 GYRATIONS,
PG 64-22

401819 - WMA, SUPERPAVE, BITUMINOUS CONCRETE BASE COURSE, 160 GYRATIONS,
PG 64-22

401820 - WMA, SUPERPAVE, BITUMINOUS CONCRETE BASE COURSE, 205 GYRATIONS,
PG 64-22

401821 - WMA, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 64-22, PATCHING

401822 - WMA, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 64-22, PATCHING

401823 - WMA, SUPERPAVE, BITUMINOUS CONCRETE BASE COURSE, 160 GYRATIONS,
PG-64-22, PATCHING

401824 - WMA, SUPERPAVE, TYPE C, 160 GYRATIONS, PG-64-22, WEDGE

401825 - WMA, SUPERPAVE, TYPE B, 160 GYRATIONS, PG-64-22, WEDGE

401826 - WMA, SUPERPAVE, TYPE C, 115 GYRATIONS, PG 64-22, (NON-CARBONATE
STONE)

401827 - WMA, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 64-22, (NON-CARBONATE
STONE)

401828 - WMA, SUPERPAVE, TYPE C, 205 GYRATIONS, PG 64-22, (NON-CARBONATE
STONE)

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

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

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

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

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

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

401835 - THIN WMA, SUPERPAVE, TYPE C, 115 GYRATIONS, PG 64-22

401836 - THIN WMA, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 64-22
401837 - THIN WMA, SUPERPAVE, TYPE C, 115 GYRATIONS, PG 70-22
401838 - THIN WMA, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 70-22
401839 - THIN WMA, SUPERPAVE, TYPE C, 115 GYRATIONS, PG 76-22
401840 - THIN WMA, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 76-22

Description:

Warm mix asphalt (WMA) is the generic term used to describe the reduction in production, paving, and compaction temperatures achieved through the application of one or more WMA technologies.

WMA 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 from a comparable mix without the Warm Mix Technology.

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

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

Materials:

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.

Conform to the requirements of Subsections 823.01, 823.05- 823.17, and 823.25 - 823.28 of the Standard Specifications and the following for bituminous materials:

Asphalt Binder:

The asphalt binder shall meet the requirements of Superpave performance-grade asphalt binder, as referenced in the Plans, according to M 320¹, 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, $G^*/\sin(\delta)$	T 315	1.00 - 2.20 kPa
RTFO DSR, $G^*/\sin(\delta)$	T 315	≥ 2.20 kPa
PAV DSR, $G^* \sin(\delta)$	T 315	≤ 5000 kPa
BBR Creep Stiffness, S	T 313	≤ 300.0 kPa
BBR m -value	T 313	≥ 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 RAP used, the low temperature properties, per T 313, may be different than stated in M 320 or the previous table.

Recycled Materials:

The percentage allowance of recycled asphalt pavement 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.

No recycled asphalt shingles shall be used in WMA.

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 ¹ (% MIN)		FINE AGGREGATE ANGULARITY ² (% MIN)		CLAY CONTENT ³ (% - MIN)	FLAT AND ELONGATED ⁴ (% - MAX)
	≤ 100 mm	> 100 mm	≤ 100 mm	> 100 mm		
< 0.3	55/-	-/-	-	-	40	-
0.3 to < 3	75/-	50/-	40	40	40	10
3 to < 10	85/80 ⁵	60/-	45	40	45	
10 < 30	95/90	80/75	45	40	45	
30	100/100	100/100	45	45	50	

¹Coarse Aggregate Angularity is tested according to D5821.

²Fine Aggregate Angularity is tested according to TP33.

³Clay Content is tested according to T176.

⁴Flat and Elongated is tested according to D4791 with a 5:1 aspect ratio.

⁵ 85/80 denotes that 85% of the coarse aggregate has one fractured face and 80% has two or more fractured faces.

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

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

Supply all polish values to the Engineer upon request. The polish value of the composite aggregate blend 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 shall be greater than 8.0 when tested according to Maryland State Highway Administration 'MSMT 411 - Laboratory Method of Predicting Frictional Resistance of Polished Aggregates and Pavement Surfaces'. RAP shall be assigned a value of 4.0.

Mineral Filler:

Conform to M17.

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.

The contractor shall follow the manufacturer's recommendation for incorporating additives and WMA technologies into the mix. The contractor shall also 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.

Mixture Requirements:

Mix Design. Develop and submit a job mix formula for each mixture according to R35. Each mix design shall be capable of being produced, placed, and compacted as specified. Apply all mix design requirements for Superpave to the development of the WMA mix design.

Gradation: The FHWA Superpave 0.45 Power Chart shall be used to define permissible gradations for the specified mixture. Type C shall be either a No.4 (4.75 mm), 3/8" (9.5 mm), or 1/2" (12.5 mm) Nominal Maximum Aggregate Size Hot-Mix. Unless otherwise noted in the Plans, the Type C shall meet the 3/8" (9.5 mm) Nominal Maximum Aggregate Size. Type B Hot-Mix shall be the 3/4" (19.0 mm) Nominal Maximum Aggregate Size and the Bituminous Concrete Base Course (BCBC) shall be the 1" (25.0 mm) Nominal Maximum Aggregate Size. Target values for percent passing each standard sieve for the design aggregate structure shall comply with the Superpave control points and should avoid the restricted zone. Percentages shall be based on the washed gradation of the aggregate according to T11.

Thin WMA, Type C shall be a No. 4 (4.75 mm) Nominal Maximum Aggregate Size Only.

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 T84 and T85 and reported to three decimal places along with the specific gravity of the mineral filler to be used, tested according to T100 and reported to three decimal places.

Superpave Gyratory Compactive (SGC) Effort:

The Superpave Gyratory Compaction effort employed throughout mixture design, field quality control, or field quality assurance shall be as indicated below. All mixture specimens tested in the SGC shall be compacted to N_{Max} . Height data provided by the SGC shall be employed to calculate volumetric properties at $N_{INITIAL}$, N_{DESIGN} , and N_{MAX} .

Superpave Gyrotory Compactive (SGC) Effort:

DESIGN TRAFFIC LEVEL (MILLION ESAL'S)	N _{INITIAL}	N _{DESIGN}	N _{MAX}
0.3 to < 3	7	75	115
3 to < 30	8	100	160
30	9	125	205

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

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

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 effective 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 T11 and T27.

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

Note: The aggregate 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_{max}	2.0 (min)
Air Voids (V_a) at N_{design} (%)	5.5 (max)
Voids in Mineral Aggregate (VMA) at N_{design}	
25.0 mm Bituminous Concrete Base Course	-1.2
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	

Design Evaluation:

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

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

22 lb. (10 kg) of mineral filler; and
254 lb. (115 kg) of RAP, when applicable.

The proposed JMF shall include the following:

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

Plot of the three trial asphalt binder contents at $\pm 0.5\%$ gyratory compaction curves where the percent of maximum specific gravity ($\% \text{ of } G_{mm}$) is plotted against the log base ten of the number of gyrations ($\log(N)$) showing the applicable criteria for $N_{initial}$, N_{design} , and N_{max} .

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

$\% \text{ of } G_{mm}$ at N_{design} , VMA at N_{design} , VFA at N_{design} , Fines to effective asphalt binder (P_{be}) ratio, and unit weight (kg/m^3) at both N_{design} and N_{max} .

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 T209.

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

Construction:

Production Plants. The contractor shall modify and/or operate their production plant as required by the manufacturer to introduce the WMA technology.

Weather Limitations. Place mix only on dry, unfrozen surfaces.

The minimum ambient temperature shall be 32 degrees F.

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

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

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

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

Compaction:

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

Method of Measurement and Basis of Payment:

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

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

9/6/11

612529 - PIPE VIDEO INSPECTION

Description:

This work consists of the video inspection of the storm drain systems, and/or sanitary sewer systems (all pipe sizes included) in accordance with these Specifications, and the details and locations shown on the Plans and by the Engineer.

Construction Methods:

The entire system(s) involved shall be numbered and then inspected by means of a closed-circuit television. The inspection will be done one section at a time in the presence of the Department's inspector. This work shall not be performed until just prior to the placement of the final pavement surface in case repairs need to be done. But, shall be done no sooner than thirty days from the date of pipe placement. The contractor shall correct any deficiencies in the existing and newly constructed pipe run at their expense.

The television camera used for the inspection shall be specifically designed and constructed for such inspection, capable of producing color video. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera shall be equipped with Pan and Tilt, capable of scanning 360° to view the entire joint. The camera, television monitor, and other components of the video system shall be capable of producing quality to the satisfaction of the Department. If unsatisfactory, the equipment shall be removed and replaced.

The condition of the entire pipe run shall be documented by moving the camera through the pipe in either direction. At each joint the camera shall stop and pan the entire circumference of the joint. Between joints, the camera shall move at a nominal speed of 10 to 15 feet (3 to 4.5 m) per minute never exceeding 30 feet (9 m) per minute. Manual winches, power winches, television cable and power rewinds or other devices shall not obstruct the camera view or interfere with proper documentation of the pipe condition.

The technician operating the camera shall be experienced and qualified in conducting video pipe inspections. The technician shall have the capability of controlling the movement of the television camera, adjusting the brightness of the built-in lighting system and focusing the television camera by remote control. The importance of accurate distance measurements is emphasized. A distance meter and location indicator shall appear on the monitor and video indicating the exact location of the camera in the pipe between (2) structures.

The view scanned by the television camera shall be transmitted to a color monitor of not less than 12 in. (300 mm), measured diagonally across the screen. The monitor shall be located such that the State inspector has full visual access.

Documentation:

Television Inspection Logs: Typed reports shall be submitted to the Department for each location clearly showing the relation to the video meter at each problem point observed during inspection. In addition, other points of significance such as locations of catch basins, junction boxes, manholes, open joints, areas of settlement, misaligned pipe, unplugged lift holes, unusual conditions such as a change of pipe size or type within a run, roots, laterals, storm sewer connections, broken or spalled pipe, presence of scale or corrosion and other discernible features shall be recorded and a copy of such records shall be supplied to the Department.

For the purposes of documentation of a storm drain system, the following criteria shall be used to determine if a joint shall be considered an open joint:

ALL PIPE TYPES	MAXIMUM JOINT OPENING ALLOWED
12-36" (300 - 900 mm) ROUND	0.75" (19 mm)
42" (1050 mm) & LARGER	1.25" (32 mm)
ALL ELLIPTICAL	1.50" (38 mm)

DVD Recordings: The Contractor shall supply a minimum of two visual and audio recordings of the drainage and/or sanitary system that may be replayed. A minimum of one videos shall be submitted for each location but separate locations shall not be combined on the same DVD. Video recording playback shall be at the same speed that it was recorded. Good quality labeled DVDs in a hard plastic case shall be submitted and become the property of The Delaware Department of Transportation.

The report shall be submitted electronically in Excel format and list the Delaware State Plane NA D 83 Coordinates for each structure within the drainage system including catch basins, manholes and all inlet and outlet ends of pipes. This record shall be listed by structure number and record each structure's Northing and Easting coordinates along with street address. This Excel report is to be forwarded to the Department's NPDES electronically after review by the construction staff.

Method of Measurement:

The quantity of pipe video inspection will be measured by the linear feet (linear meter) as indicated on the video monitor and verified by the Engineer.

Basis of Payment:

The quantity of pipe video inspection will be paid for at the Contract unit price per linear foot (linear meter). Price and payment will constitute full compensation for furnishing all materials and equipment, obtaining coordinate and elevations, typed reports, DVD recordings, safety equipment, correcting any deficiencies in the existing and newly constructed pipe run and for all labor, tools and incidentals necessary to complete the work.

3/11/2011

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; 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.

8/23/10

712535 - CELLULAR CONFINEMENT SHOULDER PROTECTION

Description:

This work consists of furnishing all materials and constructing a filled, cellular shoulder protection system conforming to the lines and grades as shown on the plans and these specifications.

Shop drawing and calculations shall be submitted and approved prior to starting work.

Materials:

The cellular system shall consist of an assembly of extruded H.D.P.E. sheet strips connected in series at off-set, full depth ultrasonic seams, aligned perpendicular to the longitudinal axis of the strips. When expanded, the interconnected strips shall form the walls of a flexible, three-dimensional cellular confinement structure into which the specified in fill materials can be placed. Minimum depth of cells shall be 6".

Polyethylene used to make strips for the geocell sections shall have a density of 0.95-0965 g/cm³ tested per ASTM D1505.

Carbon black shall be used for ultra-violet light stabilization. Carbon black content shall be 1.5% - 2% by weight through the addition of a carrier with a certified carbon black content. The carbon black shall be homogeneously distributed throughout the material.

Polyethylene used to make strips for cell sections shall have an Environmental Stress Crack Resistance (ESCR) of 2000 hour tested per ASTM D1693.

Strips used to make geocell sections shall have a sheet thickness, of 1.27 mm - 5%+10% tested per ASTM D5199. Thickness shall be determined in the flat, before any surface texturing or other surface disruption.

The polyethylene strips shall be perforated with horizontal rows of 0.391 inch diameter holes. Perforations within each row shall be 0.75 inches on-centers. Horizontal rows shall be staggered and separated 0.5 inches relative to the hole centers. The edge of strip to the nearest edge of perforation shall be 0.25 inches minimum and the centerline of the spot weld to the nearest edge of perforation shall be 1-1/4 inches minimum.

The connection between strips shall meet the following test requirements:

Seam Peel Strength

Cell seam strength shall be uniform over the full depth of the cell. Short-term peel strength shall be tested per U.S. Army Corps of Engineers Technical Report GL-86-19, Appendix A. Minimum seam peel strengths shall be 320 lb. for the 6" depth cell.

Seam Hang Strength

Test 1

A 4" wide seam sample shall support a 160 lb. Load for **7 days minimum** in a temperature controlled environment undergoing change on a 1-hour cycle from ambient room temperature to 130° F. Ambient room temperature is define as 73°F 5°F.

Test 2

A 4" seam sample shall support 160 lb. load for **30 days minimum** at ambient room temperature. Ambient room temperature is defined as 73°F 5°F.

The cellular system shall conform to the dimensions shown on the Plans.

Unless specified otherwise, the cell infill material shall be aggregate/topsoil engineered fill conforming to the manufacturers recommendations.

Geotextile, if required on the Plans shall meet the requirements of AASHTO M288, Class 2 with elongation > 50%.

When shown on the plans, the cellular system shall have integral polymeric tendons. The size and composition of the tendons shall be as recommended by the manufacturer of the cellular system and shown on the approved shop drawings.

Materials used to anchor the cellular system to the subgrade and connect adjoining cellular sections together shall be as recommended by the manufacturer of the cellular system and shown on the shop drawings.

Geotextile: Geotextile shall conform to the requirements of Section 827.

Construction Methods:

The shoulder area to receive the protection system shall be shaped to the lines and grades shown on the Plans. Unstable areas shall be corrected to the satisfaction of the Engineer.

The geotextile shall be placed on the compacted subgrade and the aggregate/topsoil engineered fill placed on top of the geotextile to the depth of 2".

The cellular system shall be spread uniformly into position. The connection of adjoining sections and the anchorage of the system to the shoulder area shall be as recommended by the manufacturer and shown on the shop drawings.

The aggregate/topsoil engineered infill material shall be placed into the expanded cells with suitable materials handling equipment such as a backhoe, a front-end loader, or a conveyor. The maximum drop height into the cells shall be limited to a maximum of 3 feet to avoid damage or displacement of the cell walls.

Method of Measurement:

The quantity of cellular confinement shoulder protection will be measured as the number of square feet completed and accepted. The width for measurement will be the width of confinement material shown on the typical cross-sections of the Plans. The length will be measured on the surface along the edge of the adjacent roadway section.

Basis of Payment:

The quantity of cellular confinement shoulder protection will be paid for as the contract unit price per square foot. Price and payment will constitute full compensation for furnishing all materials including cellular system, tendons, anchorage devices, geotextile and aggregate/topsoil engineered fill material; for subgrade preparation; for all labor, tools, equipment and incidentals required to complete the work.

9/4/08

715502 - TEMPORARY DRAINAGE PIPE, 30"
715503 - TEMPORARY DRAINAGE PIPE, 48"
715505 - TEMPORARY DRAINAGE PIPE, 15"
715506 - TEMPORARY DRAINAGE PIPE, 24"
715507 - TEMPORARY DRAINAGE PIPE, 36"
715508 - TEMPORARY DRAINAGE PIPE, 18"
715510 - TEMPORARY DRAINAGE PIPE, 12"
715515 - TEMPORARY DRAINAGE PIPE, 60"

Description:

This work consists of furnishing, installing, and disposing of temporary drainage pipe and end sections in accordance with the locations and elevation shown on the Plans and as directed by the Engineer.

Materials:

Pipe, fittings, and end sections initially furnished under this section shall be as noted on the Plans. If material is not specified on the Plans, the Contractor may use either Corrugated Polyethylene Pipe meeting the requirements of AASHTO M 294 or reinforced concrete pipe meeting the requirements of Section 612 of the Standard Specifications, or corrugated metal pipe meeting the requirements of Sections 614 of the Standard Specifications and as noted on the Plans. End sections and fittings shall be the same material as the pipe.

The pipe provided shall have a connection systems with all necessary gaskets, sealers, clamps, etc. required to produce water tight joints.

Construction Methods:

Temporary pipe is to be placed in accordance with Standard Specification Section 208 except that in order to maintain drainage during embankment construction, it will be necessary to install the temporary pipe prior to placement of the fill.

The temporary pipes shall be installed with leak resistant joints. The Contractor shall be responsible for the repair of leaks and damage caused by such leaks.

Temporary pipe is to be backfilled utilizing suitable excavated material or material being used for construction of the embankment over the pipe.

Required compaction shall be 95% or more of the laboratory maximum density.

The Contractor shall be responsible for placing sufficient embankment over the temporary pipe prior to crossing the area with any substantial loads. Any pipe damaged due to excessive loading must be excavated, replaced and backfilled by the Contractor at his/her expense. In areas of multiple pipes, sufficient separation of the pipes shall be maintained in order that proper compaction around all pipes can be performed.

If pipes are not to be covered with fill, they shall be securely anchored to prevent movement under use.

In order to maintain stream flow at all times, it will be necessary to offset the temporary pipe location from the permanent pipe location. Necessary diversion of ditches to align the flow through the temporary pipe and then back through the permanent pipe shall also be performed under this item.

When pipe is no longer needed it shall be removed and the resulting trench shall be backfilled. Where under final roadway the backfill material shall conform to the requirements of Borrow Type C. When water is present Borrow Type B shall be used for backfill up to 12" (300 mm) above the elevation of the water.

Method of Measurement:

The quantity of temporary drainage pipe will be measured as the actual number of linear feet (linear meters) of pipe installed and accepted, measured end to end including any fittings, end sections, couplings or connecting bands which will not be measured or paid for separately.

Basis of Payment:

The quantity of temporary drainage pipe will be paid for at the Contract unit price per linear foot (linear meter). Price and payment will constitute full compensation for furnishing, hauling, and installing the pipe, fitting, and end sections, for all cribbing, shoring and sheeting, and for all materials including couplings or connecting bands, labor, equipment, tools, and incidentals necessary to complete the work. Also included in this item is the excavation, backfill, and backfilling necessary to install the pipe, remove the pipe, and fill the empty trench.

If pipes are not covered with fill, this item will include all cost for securely anchoring the pipes and all cost for complete removal of such anchoring system.

Following its removal, the temporary pipe, fittings, and end sections will be eligible for reuse at other location(s) of this Contract if approved by the Engineer and desired by the Contractor. The Engineer shall be the sole authority in determining the acceptability of the pipe, fittings, and end sections for reuse. If approved, any reuse of temporary pipe, fittings, and end sections will again be paid as if the pipe was new. All provisions outlined in this specification will apply to both new and reused pipes.

After final use of the pipes, fittings, and end sections, they shall become the Contractor's property and shall be removed from the project. However, the Contractor may use these pipes, fittings, and end sections for similar work on this job at different locations(s) or on different jobs if found to be in good condition as determined by the Engineer.

10/25/01

735531 - SOIL RETENTION BLANKET MULCH, TYPE 1
735532 - SOIL RETENTION BLANKET MULCH, TYPE 2
735533 - SOIL RETENTION BLANKET MULCH, TYPE 3
735534 - SOIL RETENTION BLANKET MULCH, TYPE 4
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**. 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 Texas Department of Transportation/Texas Transportation Institute (TxDOT/TTI).

Soil Retention Blanket Mulch, Types 1, 2, 3, 4 and 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 TxDOT/TTI. The Department will remove products from the APL when field performance is unsatisfactory.

Types of Soil Retention Blanket Mulch Application

- Type 1.** Sandy soils on slopes steeper than 3H:1V
- Type 2.** Sandy soils on slopes equal to or flatter than 3H:1V
- Type 3.** Top-soiled slopes steeper than 3H:1V
- Type 4.** Top-soiled slopes equal to or flatter than 3H:1V
- 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 Types 1 through 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.

01/24/01

737523 - PLANTING

The requirements of Section 737 shall be followed except as modified below:

Subsection 737.07 Peat Moss and Peat Humus.

Add the following:

- (c) Composed leaf mulch free of wood, metallic substances, glass or other contaminants may be used in lieu of peat moss or peat humus.

Subsection 737.10 Stakes, Guys, and Related Materials.

Delete paragraphs (e),(f) and (h).

Subsection 737.16 Planting.

Delete paragraph (d).

Add the following:

Wire baskets shall be cut away and removed from the top half of the root ball.

Section 737.17 Plant Establishment.

Delete this subsection in its entirety and add the following:

The plant establishment period for all planting shall begin immediately after all planting and replacements (as specified under Section 737.16, Planting) are complete and acceptable to the Engineer. The plant establishment period will consist of one full growing season during which time the Contractor shall be responsible for all work necessary to keep the plants in a live and healthy condition. A growing season is defined as the period from May 1 through September 30. If the Contractor completes all planting (as specified under Planting) by May 1, the inspection will be held on or about October 1 of that year. In the event the Contractor does not complete all planting by May 1, the inspection will be held on or about October 1 of the following year. All replacement plant material determined to be necessary at the inspection must then be approved at the replacement plant source by October 15. At this time, the Engineer will direct the Contractor to replace those plants determined to be dead or unhealthy by December 1. The Contractor will notify the Engineer in writing that all replacement planting has been accomplished. The Engineer will conduct an inspection within 15 days after such notification to determine the acceptability of the replacements. If all replacements are determined satisfactory by the Engineer, the Contractor will be relieved of all further responsibility for care and replacement.

All planting areas shall be kept free of weeds and grass during the life of the Contract. The Contractor may utilize a pre- or post-emergent herbicide to control such grass and broadleaf weeds incidental to the cost of planting and be totally responsible for the proper use and placement of any such herbicide. As requested in writing by the Engineer, the Contractor shall be responsible to weed within all plant beds and within the saucer limits of individual plants, beginning 10 calendar days after the date of notification. The Contractor shall prune and apply insecticides or fungicides as required, repair or replace stakes and guy wires, tighten guy cable or wire and repair plant saucer washouts when and as specified by the Engineer.

Any plants that settle below or rise above the desired finished grades shall be reset at the proper grades. All replacements shall be plants of the same kind, size and quality as originally specified in the Contract and they shall be furnished, planted, mulched, guyed, watered, etc. as specified herein for new plant material.

If dead or unhealthy plants are discovered, they shall be removed within 10 calendar days and replaced with the next appropriate planting season.

The Contractor shall be responsible for all damage incurred to plant material, tree protection, wire or staking regardless of the cause.

The cost of the above described work shall be incidental to Section **737**, Planting.

The Contractor shall water all plants as required to sustain them in a healthy condition. The Contractor shall give 24 hours written notice to the Engineer prior to each watering.

Subsection 737.18 Method of Measurement.

Delete the paragraph in its entirety and insert the following:

The quantity of planting will not be measured.

Subsection 737.19 Basis of Payment.

Delete the first two paragraphs in their entirety and insert the following:

The quantity of planting will be paid for at the Contract lump sum. Price and payment will constitute full compensation for furnishing and placing all materials, including plants, soil mixes, and mulch; for protecting plants after digging and prior to planting; for staking, excavating plant pits, pruning, wrapping, and guying; for all watering until final acceptance, for the cultural care of the plants until the completion and acceptance of all landscape work; for disposing of excess and waste materials; for replacement planting; for cleanup; for repairs to plant material, tree protection, wire, or staking due to fire, theft, vehicular damage, or acts of vandalism; for repairs to damaged grassed, planted, or other landscaped area due to the Contractor's operations; for ensuring that topsoil meets the sieve analysis, acidity, and organic matter requirements; for applying sufficient materials to fertilizer that originally failed to meet the specified analysis; for using pre- or post-emergent herbicide to control grass and weeds; for the work outlined under Subsection 737.17; and for all labor, equipment, tools and incidentals required to complete the work.

The breakout sheet attached to the proposal shows all plant material proposed for this Contract. The Contractor shall fill in the per each unit price and the cost (unit price times the proposed quantity) for each species and size listed. The lump sum price bid for item 737523 - Planting shall be the sum of the total cost for all species and sizes listed. The completed typewritten breakout sheet shall be attached to the bid proposal. Failure to submit the breakout sheet with the Bid Proposal will result in the Bid Proposal being declared non-responsive and rejected.

The Department reserves the right to delete from the Contract the furnishing and installing of one or more of the species and/or sizes listed and the right to add or subtract from the quantity of each species and size listed. The lump sum to be paid will be adjusted in accordance with the Contractor's unit prices as required above. There will be no extra compensation to the Contractor if such additions and/or deletion are made.

Payment for the planting as described above may be processed if, in the opinion of the Engineer all work required, except that specified under Subsection 737.17 is satisfactorily completed. No partial payment will be made for any living plant until and unless planted in accordance with these specifications. No additional payment will be made for using plants larger than specified.

5/11/05

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

744525 - REMOVAL OF EXISTING JUNCTION WELL

Description:

This work consists of removing a Type 1, Type 2, Type 3, Type 4, Type 5, Type 6, Type 7, Type 8, or Type 10 conduit junction well presently in place and returning it to the Department at the Dover Sign Shop.

Construction Methods:

The conduit junction well shall be removed in a manner as to not damage the junction well, frame and lid, or precast polymer concrete cover. The conduits that enter into the junction well shall be abandoned and capped off or connected together as directed by the Engineer. Removal of cables that enter into the well and any conduit used to tie into existing conduits, shall be paid under a separate item.

The areas left open after removal of the junction well shall be backfilled with Type C borrow or suitable fill material as directed by the Engineer. The fill shall be tamped in 6 inch (150 mm) lifts, graded, top soil placed (6 inch (150 mm) minimum) seeded and mulched.

Method of Measurement:

The quantity of junction wells to be measured under this item shall be the actual number of junction wells removed and returned to the Department at the Dover Sign Shop. Excavation around junction well to remove it and the backfilling of the area where junction well was removed are to be included in this price.

Backfill material will be paid for separately if required and as directed by the Engineer.

Any extra conduit used to reconnect the conduits that entered the well are to be paid for under another item of this contract.

Basis of Payment:

The number of junction wells removed, as determined above, shall be paid for at the Contract unit price bid per each. Price and payment will constitute full compensation for all labor, equipment, tools, and incidentals required to complete the work.

01/15/03

745520 - SUPPLY OF 4" SCHEDULE 40 HDPE CONDUIT
745521 - SUPPLY OF 4" SDR-13.5 HDPE CONDUIT
745522 - SUPPLY OF 3" SCHEDULE 80 PVC CONDUIT
745523 - SUPPLY OF 4" SCHEDULE 40 PVC CONDUIT
745524 - SUPPLY OF 4" SCHEDULE 80 PVC CONDUIT
745525 - SUPPLY OF 4" GALVANIZED STEEL CONDUIT
745526 - SUPPLY OF 3" GALVANIZED STEEL CONDUIT
745527 - SUPPLY OF 2 1/2" GALVANIZED STEEL CONDUIT
745528 - SUPPLY OF 2" GALVANIZED STEEL CONDUIT
745529 - SUPPLY OF 1 1/2" GALVANIZED STEEL CONDUIT
745530 - SUPPLY OF 1" GALVANIZED STEEL CONDUIT
745531 - SUPPLY OF 3/4" GALVANIZED STEEL CONDUIT
745532 - SUPPLY OF 3" SCHEDULE 40 PVC CONDUIT
745533 - SUPPLY OF 2 1/2" SCHEDULE 40 PVC CONDUIT
745534 - SUPPLY OF 2" SCHEDULE 40 PVC CONDUIT
745535 - SUPPLY OF 1 1/2" SCHEDULE 40 PVC CONDUIT
745536 - SUPPLY OF 3/4" ALUMINUM RIGID CONDUIT
745537 - SUPPLY OF 3/4" FLEXIBLE METALLIC-LIQUIDTIGHT CONDUIT
745538 - SUPPLY OF 1 1/2" FLEXIBLE METALLIC-LIQUIDTIGHT CONDUIT
745539 - SUPPLY OF 2" NONMETALLIC POLE RISER SHIELD
745540 - SUPPLY OF 3" NONMETALLIC POLE RISER SHIELD
745541 - SUPPLY OF 4" NONMETALLIC POLE RISER SHIELD
745579 - SUPPLY OF 2 1/2" SCHEDULE 80 PVC CONDUIT
745580 - SUPPLY OF 1" FLEXIBLE METALLIC-LIQUID TIGHT CONDUIT
745581 - SUPPLY OF 2" SCHEDULE 80 PVC CONDUIT

Description:

This work consists of supplying a conduit or shield, of the type required and as specified in the contract documents or as directed by the Engineer.

Materials:

All conduits shall be UL listed and nonmetallic pole risers shall be Rural Utility Service (RUS) listed.

4" (100 mm) high density polyethylene (HDPE) schedule 40, or SDR-13.5 smooth wall conduit with permanently pre-lubricated lining, meeting ASTM D247, ASTM D3035 and NEMA TC7 specifications.

4" (100 mm) through 1-1/2" (38 mm) schedule 40 or 4" (100 mm) through 3" (75 mm) schedule 80 rigid polyvinyl chloride (PVC) conduit, meeting Commercial Standard CS-272-65 (PVC), ASTM D-1785 and U.C. Standard 651 specifications.

4" (100 mm) through 3/4" (19 mm) rigid galvanized steel conduit meeting National Electric Code 2002, Article 344.

3/4" (19 mm) aluminum rigid conduit meeting National Electric Code 2002, Article 344

3/4" (19 mm) and 1-1/2" (38 mm) liquidtight flexible metallic conduit meeting National Electric Code 2002, Article 350.

2" (50 mm), 3" (75 mm), and 4" (100 mm) nonmetallic pole riser shield with belled ends meeting NEMA TC-19 specifications.

In addition to any normal markings provided by the manufacturer, HDPE and PVC conduit shall have the following longitudinally printed on it in white letters: "DelDOT Traffic Fiber Optic Cable."

Method of Measurement:

The quantity of conduit or shield will be measured as the number of linear feet (meters) of conduit or shield supplied and accepted. The length of liquidtight flexible metallic conduit shall be measured including

all fittings; no additional request for payment will be accepted based upon liquidtight fittings of 90-degrees, 45-degrees, straight, or swivel.

The length of any conduit that is reduced or divided (with a junction box or conduit body) shall be measured as part of the larger conduit. The nonmetallic pole riser shield length shall include any adapter required.

Basis of Payment:

The quantity of linear feet of conduit or shield will be paid for at the Contract unit price per linear foot (meter). Price and payment shall include full compensation for all materials and labor, and incidentals including fittings and bushings, necessary to complete the item.

2/16/12

745542 - INSTALLATION OF CONDUIT UNDER EXISTING PAVEMENT - DIRECTIONAL BORE

745543 - INSTALLATION OF CONDUIT UNDER EXISTING PAVEMENT - OPEN CUT

745544 - INSTALLATION OF CONDUIT IN UNPAVED TRENCH

745545 - INSTALLATION OF CONDUIT ON WOOD POLE

745546 - INSTALLATION OF CONDUIT ON STRUCTURE

745547 - INSTALLATION OF ADDITIONAL CONDUITS IN TRENCH OR OPEN CUT PAVEMENT

745548 - INSTALLATION OF ADDITIONAL CONDUITS IN DIRECTIONAL BORE

Description:

This work consists of installing trade sized rigid galvanized, PVC or HDPE conduit with all necessary fittings, under existing pavement either by directional bore or open cut, in unpaved trench, on wood pole, or on structure other than bridge or overpass. Installation of additional conduit in trench or open cut pavement or in a directional bore shall also be covered under this item.

The structure can be sign structure, tower, building or other type of structure. Installation of conduit on a bridge, highway and railroad overpass is not included in this payment item, and shall be covered under other items of these specifications.

The Contractor shall be responsible for correcting any existing conduit which is disturbed during installation.

Materials:

Weatherhead for galvanized or PVC conduit.

Insulated grounding bushing with knockouts.

Condulets for conduit sizes.

Anchors.

One hole conduit hangers: Steel City Series 6H or 6H-B, Grainger Industrial Supply Item # 6XCXX, Dale Electric Supply Co.- Conduit Hangers, Arlington Industries - Pipe Hangers Series 2000 or 2200, Raco/Hubbell Inc. - Conduit Hangers or Approved Equal.

End caps.

LONG sweep sections for conduit sizes.

Construction Methods:

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 900 feet (275 m) for fiber optic conduit or no more than 300 feet (90 m) for copper conduit, or as directed by the Engineer. If bends are required during installation, they must be 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 (600 mm) and a maximum cover of 48 inches (1.2 m).

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 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 (600 mm) 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 (75 mm) inside a junction well. See Standard Construction Details for typical methods of termination.

All underground conduits shall be marked in the ground with a warning tape. The marking tape shall be buried directly above the conduit run that it identifies, at a depth of approximately 12 inches (300 mm) below final grade. The tape identifying ALL conduits shall be at least 6 inches (150 mm) wide, and have a minimum thickness of 3 mils and 500 percent elongation.

The color of the 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 by 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 (5560 N) shall be installed in each conduit for future use. In instances where the Contractor installs the cable, the fish wire may be eliminated.

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" (38 mm). The size of a bore shall not exceed the outside diameter of the conduit by more than 1 inch (25 mm). If it does, cement grout shall be pumped into the void.

Installation Of Conduit Under Existing Pavement - Open Cut:

Installation by cutting a slot in the existing pavement with masonry saw shall be used for conduits not less than 1-1/2" (38 mm) diameter. The Engineer must first approve all open cutting of roadways. The minimum size of open cut for a paved roadway shall be 18 inches (450 mm). The Contractor shall be responsible for the removal of all cut pavement and the replacement and correction of any damaged pavement once the conduit(s) are installed.

Installation Of Conduit In 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 either be removed

by the use of an approved sod cutter and then replaced or 6 inches (150 mm) 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.

Installation Of Conduit On Wood Pole:

Conduit installed on wood pole shall be installed in a straight vertical line. The conduit shall be attached to the wood pole with 2 hole straps spaced not more than 36 inches (1 m) apart with the top-most strap being 12 inches (300 mm) from the weatherhead and the lower-most being 12 inches (300 mm) 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 (50 mm) shall be placed 48 inches (1.2 m) 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 wood 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 is not the same size as the conduit, an adapter shall be used at no additional cost to the Department. The nonmetallic pole riser shall be attached to the wood pole with 1/4" (6 mm) x 1-1/2" (38 mm) galvanized lag bolts with washers. Lag bolts will be used every 36 inches (1 m) on BOTH sides of the nonmetallic pole riser, and in the top most and bottom most set of slots.

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 (1 m) apart. Any 90-degree turns in the conduit run shall be accomplished by placing the proper size and type sweeping bends for the application needed.

Installation Of Additional Conduit In Trench Or Open Cut Pavement:

In the case of slotted or trenched installations, the Contractor shall install additional conduits at the same time as the initial installation. The Engineer shall indicate the quantity of conduits to be installed during a build. Additional conduits may be stacked one on top of the other, side by side or in a matrix. The orientation shall be at the Contractor's discretion, but conduits shall not twist around one another or be allowed to deviate from straight line paths except in the case of bend installations. Conduits installed at the same time in the same trench or slot shall remain oriented the same in relation to one another throughout the conduit run.

Installation Of Additional Conduits In Directional Bore:

In the case of a directional bore that more than one conduit shall be installed, the Contractor shall, at the same time as the initial installation, install one (1) or more additional conduits. The Engineer shall indicate the quantity of conduits to be installed during a build. The additional conduits may be stacked one on top of the other, side by side or in a matrix. The orientation shall be at the Contractor's discretion, but conduits shall not twist around one another or be allowed to deviate from straight line paths except in the case of a gentle bend. Conduits installed at the same time, in the same bore shall remain oriented in the same relation to one another throughout the conduit run.

Method of Measurement:

The quantity of conduit installed as specified, shall be measured as the number of linear feet (meters) of conduit installed as specified, complete in place, and accepted.

The length of conduit installed under existing pavement by a directional bore shall be measured along the path of the bore from the point that cannot be trenched to the point that trenching can resume. The length of conduit installed by cutting a slot in the existing pavement, in unpaved trench or under new pavement, on wood pole, or on structure shall be measured along the conduit.

Basis of Payment:

The quantity of conduit will be paid for at the Contract unit price per linear foot (meter). Price and payment shall include full compensation for all materials and labor, topsoil and seed if needed, and incidentals necessary to complete the item.

6/6/11

746774 - SUPPLY AND INSTALLATION OF LOOP DETECTOR WIRE

Description:

This work consists of sawing a cut in existing pavement, furnishing and installing loop detector wire in the saw cut and sealing the saw cut with an approved sealer, in accordance with the Standard Details, these specifications, or as directed by the Engineer.

Materials:

The loop detector wire shall be No. 14 AWG, 19 Strand, IMSA Specification 51-5 Wire Cable. The loop detector lead-in shall be No. 14 AWG, IMSA specification 50-2 cable. The interior of the cable is filled with a water blocking material. Color rotation is black, red, white, and green. The loop detector wire shall have an UV stable high-density polyethylene outer cover that is chemical resistant and waterproof.

Flexible embedding sealer shall be a cold poured, resilient type epoxy joint sealer, Bondo P-606 or Duracote - D115 for concrete or asphalt pavement or E-Poxy Industry 36-1 for concrete or E-Poxy Industry 11-1 for asphalt pavement, or approved equal.

A sealer accelerant or retarder may be added at the discretion of the Contractor.

3/8" (10 mm) closed cell foam backer rod

Construction Methods:

The saw cut shall be 1/4" (6 mm) wide and 3" (76 mm) deep. It shall be cut in the directions and sizes specified on the Standard Details or as directed by the Engineer. Contractor shall remove sharp edges in the saw cut and round the corners.

The saw cut shall be blown out with compressed air to remove all dust, water and particles of loose material.

A 3/8" (10 mm) backer rod will be placed into the bottom of the saw cut. The loop detector wire will then be installed using blunt tools so as to prevent damage to the polyethylene outer cover. One end of a loop detector wire shall be tagged to indicate start ("S"). All loop detector wires shall be laid in saw cuts in a clockwise rotation beginning with "S". The Engineer may require a High Voltage Ground Test with a 500 VDC megger after the loop detector installation is complete and prior to sealing saw cuts. If the resistance to ground is less than 100 megohms, this work will be rejected. Loop detectors also should be checked for continuity between the four conductors with an ohm-meter. If there is any resistance between colors or there is an open flow from color to color, this work will be rejected.

A sealer and sealer accelerant or retarder (if necessary) shall be applied in accordance with the manufacturer's directions and protected from traffic until it has set. A minimum of 1 inch of sealer shall be installed on top of the loop detector wire.

Two loop detector wires shall be installed in a saw cut from the loop to the edge of the road. These two wires shall then extend from the end of the saw cut to a junction well (see Standard Details). Wires shall be parallel and taped every 12" (305 mm) to 18" (457 mm) from the end of the saw cut to a junction well. A conduit may need to be installed between the end of the saw cut and junction well as directed by the Engineer. In this case the loop detector wire shall be installed in the conduit.

The loop detector wire shall be continuous and without splices from the junction well, through the saw cuts and conduit (if any). The Contractor shall ensure the loop detectors are moisture resistant and securely installed.

Method of Measurement:

The quantity of loop detector wire to be measured under this item shall be the number of linear feet (meters) of saw cut in which loop detector wire is installed, sealed, tested, and accepted.

The additional loop detector wire needed beyond the saw cut to reach the junction well and sealer accelerant or retarder shall be incidental to this item and there shall be no separate measurement or payment. Any required conduit will be paid under a separate item.

Supply and installation of the conduit from the end of the saw cut to the junction well shall be covered under other items of this Contract. Installation of the loop detector wire in this conduit shall be incidental to this item and there shall be no separate measurement or payment.

Splicing of the loop detector wire to a lead-in cable in a junction well shall not be covered under this item and shall be paid separately under another item of this Contract.

Basis of Payment:

The quantity of detector wire supplied and installed will be paid for at the Contract unit price per linear foot (meter) of sawcut. Price and payment shall constitute full compensation for furnishing and placing all materials including loop detector wire, backer rod, sealer, labor, equipment, tools, and incidentals necessary to complete this item.

3/24/11

746830 - REMOVAL OF CONCRETE POLE BASES AND CABINET FOUNDATIONS

Description:

This work consists of the removal of concrete pole bases and concrete cabinet foundations.

Materials:

Equipment as required to remove concrete pole bases and concrete cabinet foundations. Material as necessary to match the area surrounding the removed or graded masonry.

Construction Methods:

The masonry shall be removed to a depth of six inches below final grade or six inches below proposed pavement box in new pavement sections.

Backfill remaining hole with material that matches the surrounding area in accordance with the appropriate items.

Method of Measurement:

The quantity of concrete will be measured as the number of cubic yards (cubic meters) of concrete removed including anchor bolts, reinforcing bars, conduits and any other hardware within the concrete.

Concrete or other materials moved or removed which is not a part of the item being removed, shall not be measured for the purpose of payment under this item.

Basis of Payment:

The quantity of concrete will be paid for at the unit price per cubic yard (cubic meter). Price and payment will constitute full compensation for all labor, equipment, tools, and incidentals required to complete the work.

9/16/10

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.

3/1/12

747506 - CABINET BASE

Description:

This work consists of installing a Cabinet Base.

Materials:

Class B Concrete

2 – 3/4" (19 mm) x 10' (3 m) sectional copperclad steel ground rods

6 - 5/8" (16 mm) Hilti Drop-in Anchors, Concrete Fastening Systems, or approved equal

6 - 5/8" (16 mm) x 1-1/2" (38 mm) galvanized hex bolts

2 - 3/4" (19 mm) acorn type ground clamps

2 – 2" (50 mm) x 24" (610 mm) PVC conduit lengths

Construction Methods:

The base shall conform to the dimensions as indicated in the cabinet base detail on the Standard Construction Details. 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 (50 mm) between conduits and the ground rods.

A minimum of 8 foot (2.5 m) of the ground rods must be driven into undisturbed soil through the 2 inch (50 mm) 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.

Payment for all conduits extending into the cabinet base shall be included in the items for installation of conduit.

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 labor, equipment, tools, and incidentals required to complete the work.

12/21/2010

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		
	WHITE:	YELLOW:
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_2 (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 ± 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 ± 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 ± 5 F. (23 ± 3 C).

- a. Color. The white epoxy composition when applied at a minimum wet film thickness of 20 ± 1 mils ($500 \mu\text{m}$) 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 ($500 \mu\text{m}$) 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 ($500 \mu\text{m}$) 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 μm) 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,⁽¹⁾ 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" \pm 0.002" (25 mm \pm 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 μ m to 600 μ m) 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 (850 μ m)	0	100
#30 (600 μ m)	5-25	75-95
#50 (300 μ m)	40-65	15-35
#100 (150 μ m)	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 μ m)	0	100
#12 (1680 μ m)	0-5	95-100
#14 (1410 μ m)	5-20	80-95
#16 (1190 μ m)	40-80	10-40
#18 (1000 μ m)	10-40	0-5
#20 (850 μ m)	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>	<u>Percent By Weight</u>
	Carbon Black (ASTM D476 Type III)	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 μ m) 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 - All edge 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 or yellow 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 or yellow 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 \pm 1 mils (500 μ m) 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-striping over the cleaned surface, in accordance with the requirements of this specification and at a full 20 \pm 1 mils (500 μ m) 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.

2/14/12

748530 - REMOVAL OF PAVEMENT STRIPING

Description:

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

Materials and Construction Methods:

Paint and Epoxy Resins:

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

Alkyd Thermoplastic:

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

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

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

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

Method of Measurement:

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

Basis of Payment:

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

Note:

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

01/09/06

- 748541 - PREFORMED RETROREFLECTIVE THERMOPLASTIC PAVEMENT MARKINGS,
4"
748542 - PREFORMED RETROREFLECTIVE THERMOPLASTIC PAVEMENT MARKINGS,
6"
748543 - PREFORMED RETROREFLECTIVE THERMOPLASTIC PAVEMENT MARKINGS,
8"
748544 - PREFORMED RETROREFLECTIVE THERMOPLASTIC PAVEMENT MARKINGS,
12"
748545 - PREFORMED RETROREFLECTIVE THERMOPLASTIC PAVEMENT MARKINGS,
16"
748546 - PREFORMED RETROREFLECTIVE THERMOPLASTIC PAVEMENT MARKINGS,
SYMBOL/LEGEND
748553 - PREFORMED RETROREFLECTIVE THERMOPLASTIC PAVEMENT MARKINGS,
BIKE SYMBOL
748554 - PREFORMED RETROREFLECTIVE THERMOPLASTIC PAVEMENT MARKINGS,
PEDESTRIAN SYMBOL
748555 - PREFORMED RETROREFLECTIVE THERMOPLASTIC PAVEMENT MARKINGS,
HANDICAP SYMBOL

Description:

This work consists of furnishing and installing preformed retroreflective thermoplastic pavement marking with a preapplied Federal Specification Type IV glass bead coating throughout its entire cross section on bituminous asphalt pavement at the locations and in accordance with the patterns on the Plans, or as directed by the Engineer.

The preformed retroreflective markings shall conform to the size and dimensions as shown in the Federal "Standard Highway Signs" book found at: <http://mutcd.fhwa.dot.gov/SHSe/pavement.pdf> as referred to in the Delaware Manual on Uniform Traffic Control Devices, Part 3, Markings.

Materials:

General: Only materials listed on the Department's Approved Pavement Markings Material List will be used for this item. The preformed retroreflective markings shall be fusible to bituminous asphalt pavement by means of the normal heat of a propane type of torch. Adhesives, primers or sealers are not necessary prior to the preformed retroreflective markings application on bituminous asphalt pavement.

The preformed retroreflective markings shall conform to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics and be capable of fusing to itself and previously applied worn hydrocarbon and/or alkyl thermoplastic pavement markings.

The preformed retroreflective markings shall be capable of application on bituminous asphalt pavement wearing courses during the paving operation in accordance with the manufacturer's instructions. After application the markings shall be immediately ready for traffic. The preformed retroreflective markings shall be suitable for use for one year after the date of receipt when stored in accordance with the manufacturer's recommendations.

The preformed retroreflective thermoplastic markings shall not be brittle and must be sufficiently cohesive and flexible at temperatures exceeding 50°F (10°C) for one person to carry without the danger of fracturing the material prior to application.

Composition: The retroreflective pliant rosin ester thermoplastic pavement markings shall consist of a homogeneous mixture of high quality polymeric thermoplastic binders, pigments, fillers and glass beads. The thermoplastic material must conform to AASHTO M249-79(86) with the exception of the relevant differences due to the material being preformed, and identified herein.

Intermix Glass Beads: The preformed retroreflective material shall contain a minimum of 30% glass spheres which shall conform to AASHTO M247-81 Type 1. Glass spheres shall have a minimum of 80% true spheres overall.

Top Beads: To provide the required retroreflectivity, the preapplied factory top coating of glass beads shall be a combination of both Federal Spec. Type IV and AASHTO M247-81 Type I beads. Federal Spec. Type IV beads shall be evenly disbursed across the entire surface of the product at a minimum rate of 4 lb. (1.8 kg) per 100 ft² (9.3 m²) and the AASHTO at 3 lb. (1.4 kg) per 100 ft² (9.3 m²). In combination, the total glass bead coverage shall be 7-8 lb. (3.2-3.6 kg) per 100 ft² (9.3 m²). The AASHTO M247-81 Type I beads shall have a minimum of 80% true spheres overall and the Federal Spec. Type IV beads shall be 80% true spheres on the 12 and 14 sieves and shall be no less than 75% true spheres on the remaining sieves.

Retroreflectivity: 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. Testing will be done using a Delta LTL 2000 Retrometer (30 meter geometry). The required minimum initial reflectivity reading in millicandellas shall be:

White 300
Yellow 200
Blue 200

Skid Resistance: The surface of the preformed retroreflective thermoplastic markings shall provide a pre-applied minimum skid resistance value of 45-51 BPN and a post-applied minimum skid resistance value of 45-55 BPN when tested according to ASTM E303-74.

Thickness: The thickness of the supplied material shall have a minimum average thickness of .090" (90 mils) for all Longitudinal lines and a thickness of .125" (125 mils) for all transverse lines and symbols/legends.

Tensile Strength and Elongation: The preformed retroreflective thermoplastic material shall have a minimum tensile strength of 150 lb. per square inch (1054 kg per square mm) of cross section, at .002" (2.28 mil) thickness, when tested according to ASTM D638-76 except that a sample 6" by 1" (150 mm by 25 mm) shall be tested at a temperature between 70°F and 80°F (21°C and 27°C) using a jaw speed of 10" to 12" (250 mm to 300 mm) per minute. The sample shall have a maximum elongation of 20% at break when tested by this method.

Flexibility: The preformed retroreflective thermoplastic marking material shall have flexibility at 50°F such that when a 1" by 6" (25 mm by 150 mm) sample is bent through an arc of 90 degrees at a uniform rate in 10 seconds (9 degrees per second) over a 1" (25 mm) mandrel, no cracking occurs in the test sample. The sample must be conditioned prior to testing at 50°F±2 degrees (10°C) for a minimum of four hours. At least two specimens tested must meet the flexibility requirements at 50°F (10°C) for a passing result.

Environmental Resistance: The applied markings shall be resistance to deterioration due to exposure to sunlight, water, oil, diesel fuels, gasoline, pavement oil content, salt and adverse weather conditions.

Effective Performance Life: When properly applied, in accordance with manufacturer's instructions, the preformed retroreflective pavement markings shall be neat and durable. The markings shall remain skid resistant and show no lifting, shrinkage, tearing, roll back or other signs of poor adhesion for a period of one winter season.

Oil/grease Resistant Test: The preformed retroreflective thermoplastic material shall not dissolve or smear after rubbing a small amount of motor oil on a small piece of the thermoplastic material for two minutes.

Bond Strength: The material shall exhibit a bond strength to Portland Cement Concrete (PCC) equal or exceed 180 psi when tested at room temperature (73.4±3°F) (23°C) in accordance to ASTM Standard Test Method for Bond Strength of thermoplastic marking Material D4796-88. Place a coarse brick in a 400°F (204°C) oven for 5 minutes. Prepare a 4 square inch test specimen. Place the test specimen on the brick and further heat in the 400°F (204°C) oven for 15 minutes. The test specimen is then allowed to cool to room temperature and prepared for testing.

Low Temperature Cracking (Stress) Resistance for Extended Period: The material shall be tested according to AASHTO T250 Section 7 with Section 7.2.3 modified for and extended cold temperature 15 degrees ±3°F (-9.4±2°C) exposure period 72 hours. Any cracking shall constitute failure of the material for PCC road surfaces.

Impact Resistance (Gardner Falling Weight): A 2" by 7.5" (50 by 190 mm) specimen shall be applied on a course concrete brick. Using a Gardner Impact Tester, a 2 lb (.91 kg) weight is dropped from a height of 80" (2032 mm). The specimen when tested at room temperature $73.4 \pm 3^{\circ}\text{F}$ (23°C) should show no sign of cracking. (Test procedure is in accordance with ASTM D5420-93).

Packaging: The flexible preformed retroreflective thermoplastic marking materials, for use as transverse or longitudinal markings as well as legends, arrows and symbols shall be available in flat form material or in rolls. Flat material shall be supplied in maximum of 4' (1.2 m) lengths up to 2' (.6 m) in width. The material shall be packed in suitable cartons clearly labeled for ease of identifying the contents.

Construction Methods:

The markings shall be applied in strict accordance with the manufacturer's recommendations on clean and dry surfaces. Marking configurations shall be in accordance with the "Delaware Manual on Uniform Traffic Control Devices, Part 3, Markings."

The preformed retroreflective thermoplastic material shall be fusible to the pavement by means of a propane torch recommended by the manufacturer. Preheating the surface to remove any latent moisture will be done just prior to the placement and installation of the Symbol/ Legend.

No markings shall be placed when the ambient temperature is below 40°F (4°C). The material shall be kept in a location above 55°F (13°C) until just before application.

The supplier shall provide technical services as may be required.

Method of Measurement:

The quantity of pavement striping (748541-748545) will be measured by the number of linear feet (linear meters) of 4", 6", 8", 12", or 16" pavement striping line placed and accepted. The quantity of symbol/ legend (748546) will be measured by the number of square feet (meters) of symbol/legend placed and accepted. The quantity of bike symbol, pedestrian symbol, and handicap symbol (748551-748553) will be measured as each placed and accepted. The dimensions for the symbol/legends are as follows:

Bike Rider with Helmet shall be 3' X 5'.
Pedestrian shall be 4' X 8'.
Handicap Symbol shall be 40" X 40".

Basis of Payment:

The quantity of pavement striping payment will be paid for at the Contract unit price per linear foot (linear meter) for 4", 6", 8", 12" and 16" (100 mm, 150 mm, 200 mm, 300 mm, and 400 mm) line. The quantity of symbol/legend will be paid for at the Contract unit price per square foot (meter). The quantity of bike symbol, pedestrian symbol, and handicap symbol will be paid for at the Contract unit price per each. Price and payment shall include cleaning and preparing the pavement surface, and placing all materials, for all labor, tools, equipment and incidentals necessary to complete the work.

Warranty:

The Contractor shall warrant to the Department that the installed retroreflective preformed thermoplastic pavement markings are free of defects, as hereafter defined, for a period of one winter season beginning at the initial acceptance of the marking installation by the Department. The initial acceptance of the marking installation will occur upon the satisfactory correction of all deficiencies noted in the marking installation during the Final Inspection of the project. The markings shall be warranted against failure due to blistering, excessive cracking, bleeding, staining, discoloration, oil content of the pavement materials, smearing and spreading under heat, deterioration due to contact with grease deposits, oil, diesel fuel, or gasoline drippings, chipping, spalling, poor adhesion to the pavement materials, vehicular damage, and wear from normal maintenance activities including snow plowing.

The Contractor shall repair all defective areas identified by the Department after initial installation or during the Warranty Period. All repairs shall begin immediately following the notice to the Contractor by

the Department unless weather limitations prevent the corrective work. Should the contractor not commence work within the period stated in the notice, weather permitting, and pending severity, the Department reserves the right to remedy the condition and charge the contractor for the work. Any corrective work shall be as recommended by the manufacturer of the marking material and approved by the Department. The Department shall be given notification before the Contractor begins corrective work to allow for inspection of the operation. All costs associated with the repair work shall be the responsibility of the contractor. These costs shall include, but are not limited to, removal, material, maintenance of traffic, etc.

2/28/09

748551 – PREFORMED THERMOPLASTIC DECORATIVE PAVEMENT SYSTEM

Description:

This work consists of preparing the application area, supplying and placing sealer and the preformed thermoplastic material with the specified color and pattern at the location(s) shown on the Plans and as directed by the Engineer.

Materials:

The material must be a resilient preformed thermoplastic product, where the top surface contains nonskid/non-slip material. The material must be resistant to the detrimental effects of motor fuels, lubricants, hydraulic fluids etc. The material shall be capable of being installed on bituminous and/or portland cement concrete pavements by the use of an infrared heater or a blue-flame radiant heater. The use of a compactor or similar equipment shall not be permitted.

The material must be capable of conforming to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. It shall not be necessary to use a grid template or to make pattern grooves or other indentations in the asphalt or concrete surface prior to installing the material. The final product shall have strong adhesion to the underlying pavement, and be durable and abrasion resistant.

The individual pieces in each material segment (typically 24 in. by 36 in.) must be factory assembled with a compatible material and interconnected so that in the field it is not necessary to assemble the individual pieces within a material segment. The material must be able to be applied in temperatures down to 45°F without any special storage, preheating or treatment of the material before application

The material must be able to be applied to asphalt and concrete surfaces without preheating the application surface to a specific temperature. The material must be capable of being affixed to green concrete (concrete that has set but not appreciably hardened) and not require the portland cement concrete application areas to be cured or dried out. The material must be capable of being affixed to bituminous and/or portland cement concrete pavements by the use of the heat of an infrared heater or blue-flame heater. Heating indicators must be evenly distributed on the surface of the material in order to ensure correct application. The material must cover the entire application area. Once applied, no part of the pavement surface must be visible in the application area.

Specifications:

The Material must be composed of an ester modified rosin impervious to degradation by motor fuels, lubricants etc. in conjunction with aggregates, pigments, binders, and non-skid/non-slip material. Pigments and non-skid/nonslip material must be uniformly distributed throughout the material. The thermoplastic material conforms to AASHTO designation M249-98, with the exception of the relevant differences due to the material being supplied in a preformed state, being non-reflective, and potentially being of a color different from white or yellow.

Pigments:

White: The material shall be manufactured with sufficient titanium dioxide pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected.

Red, Blue, and Yellow: The material shall be manufactured with sufficient pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected. The pigment system must be heavy-metal free.

Other Colors: The pigment system must be heavy-metal free.

Miscellaneous Specifications:

Heating indicators: The top surface of the material shall have regularly spaced indents. These indents shall act as a visual cue during application that the material has reached a molten state so satisfactory adhesion

and proper embedment of non-skid/non-slip material has been achieved, and a post-application visual cue that the application procedures have been followed.

Skid Resistance: The surface of the preformed thermoplastic material shall contain factory applied non-skid material with a minimum hardness of 7 (Mohs scale). Upon application the material shall provide a minimum skid resistance value of 55 BPN when tested according to ASTM E 303.

Slip Resistance: Upon application the material shall provide a minimum static friction of coefficient of 0.6 when tested according to ASTM C 1028 (wet and dry), and a minimum static coefficient of friction of 0.6 when tested according to ASTM D 2047.

Thickness: The material must be supplied at a minimum thickness of 125 mil (3.18 mm).

Environmental Resistance: The material must be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

The Contractor shall submit industry or manufacturer/supplier technical information available for the material and system proposed for use. This information should include material recommendations, certifications and installation instructions as appropriate for the proposed system based on environmental and traffic conditions.

Construction Methods:

A manufacturer's representative shall be present on-site during the placement of the system.

The system shall be placed only within the Plan designated areas. These areas shall be prepared by air lancing the surface to remove dirt, loose particles, and any other substance that may reduce the system's ability to adhere to the existing surfaces. Once clean, the surface shall be heated by an infrared heater or a blue-flame radiant heater to remove any moisture within the existing pavement. It is imperative that the surface be dry in order for the adhesive to function properly.

Once the installation area has been prepped a sealant shall be placed on the substrate, per the manufacturer's specifications, and the material placed over the sealant. The material shall be applied using an infrared heater as recommended by the manufacturer.

The system may be constructed only when environmental conditions meet the requirements of these specifications, or of the material manufacturer/supplier, whichever is more stringent. The following conditions must be met:

- Air temperature, both current and that forecast throughout the cure time shall be above 45°F.

The contractor shall ensure that the edge of the material is flush with the adjacent pavement so that it will not have a lip that could be caught by snow plow or other maintenance activities.

The final texture, color and pattern of the surface shall conform to the Plan details. A 24 inch by 36 inch color sample and pattern shall be supplied to the Department for approval prior to installation

The constructed area shall be closed to traffic until the system has cured and cooled sufficiently to resist damage to the system. Cure time shall be one (1) hour or as directed by the Engineer or manufacturer's representative.

Method of Measurement:

The quantity of preformed thermoplastic decorative pavement system will be measured as the actual number of square feet of preformed thermoplastic decorative pavement system placed and accepted in conformance with the Plans, Specifications and manufacturer's recommendation.

The Engineer will not measure areas of correction for payment.

Basis of Payment:

The quantity of preformed thermoplastic decorative pavement system will be paid for at the Contract unit price per square foot. Price and payment will constitute full compensation for preparing the area; supplying and placing the sealant and thermoplastic pavement markings; and for all labor, equipment, and incidentals required to complete the work.

1/11/11

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 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 DelDOT MUTCD or as directed by the Engineer. The Contractor shall be responsible for obtaining all necessary utility clearances before the signs may be installed. For sign removals, the sign posts shall have all nuts, bolts, and other connectors removed. The disturbed ground shall be graded and backfilled accordingly. All signing materials removed from the project shall be returned to the DelDOT Sign Shop without any damage to the sign materials.

Method of Measurement:

The number of single sign installations or removals will be measured as the actual number of sign posts 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 DelDOT MUTCD or signs installed in the incorrect location shall be moved at no additional cost to the Department.

2/2/11

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

763508 - PROJECT CONTROL SYSTEM DEVELOPMENT PLAN
763509 - CPM SCHEDULE UPDATES AND/OR REVISED UPDATES

Description:

The Project Control System will be set up and maintained by the Department of Transportation to monitor and record work in progress and to coordinate and synchronize construction management functions. The Department will use Critical Path Method (CPM) scheduling to approve the Contractor's work schedule, review work progress, evaluate time extensions, identify problem areas, and recommend solutions to maintain the established work schedule. The Department will designate a Critical Path Method Administrator (CPMA) to oversee the Project Control System.

The Contractor shall designate a Critical Path Method Coordinator (CPMC) having proven experience in construction scheduling and in CPM concepts and scheduling. The CPMC shall be familiar with and have direct contact with both the Contractor's front office and field staff. The CPMC shall be knowledgeable of the status of all parts of the work throughout the length of the Contract in order to properly coordinate the Contractor's work schedule information and shall be available for consultation and preparation of documents on a daily basis. If this condition is not complied with the Contractor shall submit qualifications for a replacement CPMC to the CPMA for approval by the Engineer.

The CPMC shall submit a working drawing schedule, materials schedule, crew schedule; and shall prepare and provide the "look ahead", original, update, revised update, and final (as-built) update CPM work schedules, written CPM schedule narratives, and other CPM schedule information as required by the Project Control System Development Plan. The CPMC shall prepare and provide the Contractor's work schedule information by email as a single compressed database file in CPM format fully compatible with the Windows® version of Primavera Project Planner® used by the Engineer for generation of the CPM schedules.

The CPM format shall be the Precedence Diagram Method with days as the Planning Unit and shall be based on Calendar Days. Schedules will be developed using every day as a workday; schedules with calendars based in any manner on Working Days will not be allowed. The CPMA will receive the Contractor's CPM schedule databases for input to generate the CPM schedules. The generated CPM schedules are the Contractor's own work schedule and will be reviewed for approval by the Engineer. CPM schedules approved by the Engineer will have the word "schedule" in the center title block (layout name) of their graphic outputs and title line of their report outputs.

The scheduling of the construction is the responsibility of the Contractor; the Contractor is responsible to determine, by adequate planning, the most feasible order of work commensurate with the Contractor's abilities and the Contract Documents.

The Contractor's compliance with the Project Control System Development Plan and CPM Schedule Updates and/or Revised Updates, and the Engineer's approval of the generated Original CPM schedule, its updates and/or revised updates will be required before processing monthly estimates for payment.

It is not the intent of this Contract that the Engineer by approving the CPM schedules agrees that it is reasonable in all respects or that the schedule, if followed, will result in timely completion of the Project. The Engineer's approval is based on a review of general conformity for compliance with the requirements of the Project Control System and on the items or time restrictions that the department and/or the Engineer have control. The Contractor is free to make assumptions regarding field conditions, estimated quantities, and/or subsurface conditions. However the Department's concurrence with the Contractor's schedule based on these assumptions does not relieve the Contractor from making necessary revisions to his schedule should his assumptions fail to hold true. No time extension to the Contract which is due to assumptions made by the Contractor and that do not hold true during construction will be considered by the Department. Discrepancies and/or changes initiated by the Department in proposed quantities or plans that cause an extension to the critical path will be considered by the CPMA. The Department's controls or time restrictions are identified hereinafter and in the Standard Specifications, Special Provisions, and on the Contract Plans as plan notes.

Development of the Project Control System (PCS):

The PCS development plan is as follows:

- (a) Within seven (7) calendar days after the date of the fully executed Contract a workshop meeting will be held with the Engineer, CPMA, Contractor, and CPMC. The CPMA will profile the basics and procedures of the Project Control System and discuss schedule model design at this meeting. Attendance is mandatory,

The Department's partially predetermined Coding Structure (CS) format having a maximum of seventeen (17) code classification levels will be used and will be furnished at the Workshop Meeting. The CS is a specific listing that illustrates the hierarchy of work needed for the project. The hierarchy is categorized into levels or classifications. The CS classifications organize activities into manageable groups through each level of the project, for example; locations, phasing (staging), landmark dates, roadway sections and bridge structures; footings, columns, and caps; contractor and subcontractor.

The CPMC shall assist in determining the breakdown and code title descriptions from south to north and west to east of the location code classification. Activity code values shall be perspicuous for each classification grouping. Additional activity code classifications and values as required by the Engineer from time to time shall be provided and added to the schedule database by the CPMC. The CPMC shall not alter the CS and properly code all activities with the approved CS activity code values for all code classifications including all railroad, waterway, and outside agency activities with approved code values, including classifications as added by the Engineer. Coding enables generation of organized reports and graphics that can summarize any level of the project schedule.

When the Department provides a format database for the Contract, it shall be used by the Contractor as the basis from which to develop their schedule. The CPMC may add, but not insert, code classifications in the format database;

- (b) Within fourteen (14) calendar days after the workshop meeting, the CPMC:

- (1) Shall submit a working drawing schedule, using the Department's application format or other format as agreed to by the Engineer. This schedule shall also include all other items having content that requires approval to allow any portion of the work to commence or continue. This schedule shall be submitted to the CPMA for approval by the Engineer and shall contain all required working drawings and also include but not be limited to reinforcing bar lists, formwork drawings and calculations, construction procedures, borrow pit security and traffic plans, precast structures, wetland work plans, construction sequencing, load tests, and wave equation analyses. Working drawing information shall include the identification number, description, type, anticipated submittal date, time frame for preparation and review, approval needed by date, and a resubmittal process (if expected) for each listed item. This information shall also give factory leadtime and expected delivery date, if applicable, for each listed item.

The Contractor should be aware that the Department's time frame for review of working drawings and other submittals properly submitted or resubmitted in accordance with Standard Specification Subsection 105.04 will be thirty (30) calendar days duration unless mutually agreed to by the CPMC and CPMA; this 30 day duration supercedes the time frame of the Subsection. If a working drawing or other submittal involves review by railroads, environmental agencies, municipalities, other states, federal agencies, or the U. S. Coast Guard the time frame for review will be sixty (60) calendar days unless mutually agreed to by the CPMC and CPMA. The time frame will begin on the date of receipt of the drawings by the reviewer and will end on the date of transmittal returning the drawings to the Contractor by the Department. No drawings will be accepted for review until an initial working drawing schedule has been accepted unless agreed to by the Engineer.

The working drawing schedule shall be updated and correlated with the activities of the "look ahead" and all other CPM schedules;

- (2) Shall submit a materials schedule using the Department's application format or other format as agreed to by the Engineer. This schedule shall be submitted to the CPMA for approval by the Engineer and shall contain all required materials, samples, and sources of supply. The materials schedule information shall include the identification number, description, generic or brand name, sample requirement, and manufacturer's and supplier's name, address, and phone number for each listed item. The schedule shall also give the anticipated submittal date, time frame for preparation and review, approval needed by date, factory leadtime, and expected delivery date, if applicable, for each listed item.

The materials schedule shall be updated and for materials having long factory leadtimes shall be correlated with the activities of the "look ahead" and all other CPM schedules;

- (3) Shall submit a crew schedule. This schedule shall be submitted to the CPMA for approval by the Engineer and shall be accompanied by a written narrative and shall contain all crews and their work plan.

The crew schedule shall be updated and correlated with the activities of the "look ahead" and all other CPM schedules;

- (4) Shall prepare and provide a written narrative of the Contractor's work plan and an acceptable "look ahead" schedule database in CPM format. This schedule database shall reflect activities for the Contractor's overall work plan for the entire project detailing the "look ahead" period and shall be submitted to the CPMA for acceptance by the Engineer. The "look ahead" period shall be as determined by the Engineer. The "look ahead" schedule shall be maintained and updated until an Original CPM schedule is approved. The "look ahead" schedule shall also reflect the Sequence of Construction in the plans unless otherwise approved by the Engineer. This "look ahead" schedule, its updates and/or revised updates shall also be incorporated into the Original CPM schedule database. Issue of the Notice to Proceed is contingent upon receipt and acceptance of this schedule in accordance with Standard Specification Subsections 108.02 and 108.03; and

- (5) Shall begin meeting with the CPMA at their office every third business day to prepare and provide a written narrative of the Contractor's work plan and a CPM schedule database until a useable, logical draft of the full CPM schedule network, responsive to the project requirements and correlated with the required schedules has been developed as determined by the Engineer. The CPMA will generate an initial CPM schedule from the CPMC's logical draft CPM schedule database for review by the Engineer. This initial schedule shall reflect the Sequence of Construction in the plans unless otherwise approved by the Engineer. This initial CPM schedule database, if acceptable, may be used to fulfill the Contractor's "look ahead" schedule requirements;

- (c) If the initial CPM schedule is not acceptable to the Engineer, the CPMC shall continue to meet with the CPMA on every third business day and prepare and provide the Contractor's written narrative and CPM schedule database as necessary until a generated CPM schedule is acceptable to the Engineer; and

- (d) Within twenty-eight (28) calendar days after the workshop meeting, an initial CPM schedule must be generated having the requirements for the Engineer's approval. This schedule shall reflect a clear understanding of the Contractor's work plan, be adequate to determine the Department's staffing requirements, have correct physical logic, incorporate construction and traffic phases, and display clarity of presentation for review and processing. Upon approval the CPMA will furnish the Contractor a graphic and report output of this CPM schedule. This CPM schedule, or Original CPM schedule, is the Contractor's own work schedule and the Contractor's responsibility to maintain.

The ending (cut-off) day for each monthly estimate period shall be proposed by the Contractor subject to Department approval. In the event of a conflict, the Engineer will have the authority to establish the ending day.

Processing of monthly estimates for payment will begin or continue only if the Contractor is in compliance as determined by the Engineer with the PCS Development Plan.

Any information required by the Engineer for analysis of the CPM schedules, their updates and/or revised updates; clarification of charts and other schedules; and evaluation of proposed changes or change orders shall be prepared and provided by the CPMC. A copy of the current approved CPM schedule, its updates and/or revised updates shall be on display at the field office of both the Department and the Contractor.

CPM schedule information and requirements:

The CPMC shall prepare and provide the Contractor's work schedule information in the form of work step and restraint activities:

- (a) Work step activities are single step construction elements,
- (b) Restraint activities are not construction elements but affect the start of other activities.

When setting forth work steps and restraints the breakdown on these activities shall address the following factors:

Work Step factors affecting the duration and/or sequence of activities;

- 1. Work at locations done at different times or requiring different crews,
- 2. Work requiring different materials,
- 3. Work requiring different crew or craft requirements,
- 4. Work requiring different equipment,
- 5. Work requiring different responsibility (subcontractors),
- 6. Structural work having distinct subdivisions,
- 7. Labor and equipment resource availability,
- 8. Work as reflected in the Contractor's estimating or accounting breakdown,
- 9. Work as reflected in the state's breakdown for bidding or payment,
- 10. Public, private, and/or Contractor utility work and limiting or outage schedules of public and/or private utility organizations, and
- 11. Maintenance of traffic.

Restraint factors affecting the start of other activities;

- 1. Preparation of working drawing and materials submittals,
- 2. Approval, return, and/or resubmittal of working drawings and materials,
- 3. Specialized material testing,
- 4. Long lead purchases - material and equipment availability,
- 5. Material and equipment fabrication time,
- 6. Testing of special equipment and in place testing,
- 7. Delivery of unusual shipment or scarce material,
- 8. Dependency on completion of utility work,
- 9. Dependency on the Department's approval of issues involving public, private, and/or other governmental agencies,
- 10. Dependency on completion of part or all of another Department contract or construction of other organizations, whether contiguous or not,
- 11. Protection and restoration of property, forest protection, special traffic controls, erosion control and water pollution, environmental controls and suspensions, safety, and foreseeable archeological and/or historical evidence delays,
- 12. Procurement of permits, and
- 13. Conditions as set forth in Standard Specification Subsection 107.01.

Activities must be identified by a name, symbol, and coding, and shall have duration, sequence, responsibility, and resources.

Activity names or titles shall be descriptive and be single identifiable work steps or restraints. A sample breakdown list of activity titles may be furnished to the Contractor by the Engineer on request. Activities shall be selected, as a minimum, on a structure by structure and/or section by section basis where relevant and have further breakdown into secondary components. Activities shall be inclusive and representative of the Contract work. Activity symbols, or ID's, shall be unique and systematic.

Activity codes shall have classifications and values. The approved CS will determine activity code classifications and values. The CPMC shall identify activities using these classifications and code values. Additional activity codes as required by the Engineer shall be provided by the CPMC.

Activity durations, or Original Durations, shall be reasonable and representative of the scope of the activity. If durations are considered excessive or insufficient, the industry standard will be used. Original Durations may not exceed thirty (30) calendar days unless approved by the Engineer. Durations of activities shall be determined by using productivity rates based on calendar days, not work days. Original Durations of activities may not be less than two (2) calendar days unless agreed to by the CPMA. The use of calendar day productivity rates in CPM scheduling allows for customary days during the work week that the Contractor does not work and for normal weather delays. Productivity rates used to establish durations shall reflect the time periods when work can be scheduled and exclude the non-work period of the activity's calendar. Activity calendars allow activities to be scheduled only when allowed by the nature of or restraints on the work. Calendars shall not exclude weekends, holidays, or other times the Contractor does not work.

All activities shall be identified by entry of their appropriate Calendar. A minimum of fourteen (14) shall be used and the first fourteen (14) shall be ordered and entitled as follows: 1) Full schedule, 2) Environmental, 3) Winter Condition, 4) Concrete Work, 5) Concrete Work Winter, 6) Concrete Deck, 7) Concrete Paving, 8) GABC, 9) Asphalt Base, and 10) Asphalt Surface, 11) SMA, 12) Night Paving Asphalt Base, 13) Night Paving Asphalt Surface, 14) Night Paving SMA. Calendar non-work periods shall reflect the average Delaware weather history of and the environmental regulations for the location of the Contract work. The Contractor may perform work during its calendar non-work period when favorable weather allows the work to be performed without compromising its specification and at no cost to the Department. When the Department provides a format database from which to develop the CPM schedule, the Contractor shall not modify the Calendars in the format database unless approved by the Engineer. The non-work periods of the calendars follow:

CALENDAR

NON-WORK PERIOD

1) Full schedule,	N/A
2) Environmental:	Varies; project specific,
3) Winter Condition:	December 1 thru March 15,
4) Concrete Work:	December 1 thru March 15,
5) Concrete Work Winter:	N/A (Protection provided at no cost to the Department)
6) Concrete Deck:	November 15 thru March 31,
7) Concrete Paving:	December 1 thru March 15,
8) GABC:	November 15 thru March 15,
9) Asphalt Base:	November 15 thru March 15,
10) Asphalt Surface:	November 15 thru March 15,
11) SMA	November 15 thru March 31,
12) Night Paving Asphalt Base:	October 15 thru April 30,
13) Night Paving Asphalt Surface:	October 15 thru April 30, and
14) Night Paving SMA:	October 15 thru April 30.

Activity durations are based on Calendar Days and shall reflect all time necessary to complete an activities work and its requisites. The Contractor shall include in their original schedule narrative their work day to calendar day conversion factors with a discussion of how these factors were determined. When scheduling using multiple resources each resource unit shall have a corresponding activity. All time to complete the activity shall include as a minimum all Contractor unscheduled work days, all Contractor holidays, and allowance for normal weather delays, except for software generated calendars. Inclement weather and failure of a contractor and their subcontractors to provide sufficient resources are not means to recover costs or time due to delay.

Activity sequence shall be typical of proficient scheduling practice. The sequence must be logical and representative of the Contractor's order of the work. Successors and predecessors determine the job logic or

activity sequence. Successors are activities that follow an activity. Predecessors are activities that precede an activity. A given activity cannot start until all predecessors have been completed. The Precedence Diagram Method (PDM) shall be used. The PDM places the activities on nodes and the dependencies between them are defined by arrows. Only finish to start dependency relationships (links) shall be used; lag times may not be used unless approved by the CPMA. The Department reserves the right to request a resequencing of activities to effect competent scheduling practice and realistic job logic.

Activities shall be sequenced to reflect resource apportionment. When one crew (resource) is being utilized to perform all of many similar activities, these activities must be linked together in some sequence to reflect that one crew is performing the work. Additionally, when several crews are performing similar activities, these activities must have separate linked sequences equal to the number of crews performing the work. Activities shall be logically connected and coded to reflect the crew (resource) performing the operation. A summary list of crews, their crew codes, and their operation(s) shall be included with each schedule submission unless unchanged. Resource loading will not be required unless otherwise directed by the Engineer. If resource loading is directed, payment will be incidental to the Item "763509 – CPM Schedule Updates and/or Revised Updates".

Activity responsibility shall be identified for each activity except those performed by the Contractor, if requested by the Engineer. Subcontractors, DBE's, utilities, performers of other contracts, and performers of adjoining work on other advertised contracts shall be identified by coding when responsibility for an activity is requested.

Activity resource loading shall be required only if the Contractor demonstrates the inability to maintain the CPM schedule. In this event, the Engineer shall have the authority to require resource information for all activities affecting project completion. Resource information includes manpower, equipment, materials, and/or services and has cost and has a range and amount of availability. Lack of sufficient resources will not be considered cause to extend durations when preparing the CPM schedule. By bidding to contract the work, the Contractor has ensured that sufficient resources are available or will be available in a suitable time frame to perform the work within the Contract Time, even if a resequencing of activities requires an activity or activities to shorten their Remaining Duration. In the event the Contractor demonstrates the inability to maintain the CPM schedule, the Engineer may require the Contractor to increase the number of shifts, begin overtime operations, work extra days including weekends and holidays, supplement construction plant and equipment, or all or any of the foregoing as a step to improve the Contractor's work progress all without additional cost to the Department.

Work activities shall as a minimum be representative of all construction work for each operation, each phase (stage), and each location.

Working drawings shall be included as activities. Preparation and leadtime (order, manufacture, and delivery time), shall be included as activities for each applicable working drawing item. A separate activity shall be used to begin the submittals of working drawings. Time extension(s) will not be considered when submittal activity(s) affects the critical path except for owner caused delay as recognized by the Engineer. If working drawings require resubmittal(s), activities for their preparation and activities for their approval (having the Department's review time) shall be included in the next CPM schedule update database. Time extension will not be considered when resubmittal activity(s) affects the critical path except for owner caused delay as recognized by the Engineer. Working drawing activities and leadtime activities not requiring submittal shall not be on the critical path of the Original CPM schedule.

Materials having long leadtime and/or manufacture time or that are difficult to acquire and/or fabricate shall have materials approval and leadtime activities included in the schedule for each applicable material item. A separate activity shall be used to begin the submittal of these materials. These material approval and leadtime activities shall not be on the critical path of the Original CPM schedule.

Administrative milestones shall be included as activities. Each milestone of the bidding through first chargeable day process shall be an activity.

Utility work shall be included as activities and shall be identified accordingly. Each utility item on the plans or listed in the Contract's Utility Statement shall be an activity. The activity description shall indicate the utility company and include the number of each listed item or be numbered according to the item's order in the Utility Statement. A separate activity shall be used to begin utility work. Utility activities shall not be impactful on the Original CPM schedule unless authorized by the Engineer.

Agency agreements and/or arrangements and other submittals for approval shall be included as activities. A separate activity shall be used to begin the agency items and other submittals for approval.

The effect of other Department contracts or construction of other organizations on the completion of part or all of this Contract shall be included as activities. A separate activity shall be used to begin these items.

Phasing (staging) shall be included as activities. These activities shall be correlated with the sequence or suggested sequence of construction on the plans and/or in the specifications. A separate start and finish milestone activity shall be used to start and to complete each phase.

When multiple crews are performing an operation or a string of operations, each crew shall be logical connected and coded to reflect the crew performing the operation.

Surcharge durations and special testing, if applicable, shall also be included as activities. Sufficient duration times for these activities will be allowed as per the plans and specifications or as agreed to by the Engineer.

Activity types must be either "task", "start milestone", or finish milestone. "Hammock" type activities may be allowed as agreed to by the Engineer. If the Department requires resource loading, "task" activities may be converted to "independent" type as agreed to by the Engineer.

Date constraints, float and duration constraints, and/or flags for activities will not be allowed. Milestones that do not constrain the schedule shall be allowed as agreed to by the Engineer when unique or unusual events cause a restraint to the Contractor's work schedule. The use of "Start No Earlier Than" (SNET) and "Zero Free Float" (ZFF) constraints for activities may be allowed for the purpose of schedule clarity or definitude if acceptable to the CPMA.

Total Float is defined as the difference between the current schedule finish date and the Contract Completion Date that is entered by constraint ("Project must finish by:" date) in the schedule.

Free float is defined as the amount of time between when an activity "can finish" (the early finish) and when an activity "must finish" (the late finish). Free float is float shared with all other activities and is defined as the amount of time an activity can be delayed without affecting the critical path of the schedule. It shall be understood by the Contractor and the Department that free float is a shared commodity, not for the exclusive use or financial benefit of either party. Either party has the full use of the free float until it is depleted.

The critical path is defined as the series of activities in a CPM schedule network that has the longest path in time. The submitted activity sequence and durations must generate a CPM schedule having only one (1) critical path; a schedule with multiple or near multiple critical paths will not be allowed. Work like project wide Maintenance of Traffic, Construction Engineering, or Temporary Erosion Control that by their nature are ongoing for long durations or the duration of the project and are basically complementary to other activities, shall be divided and condensed into "establish" and "conclude" activities to prevent this type of work from being the major portion of the critical path or its entirety.

The Project Start Date, or initial Data Date, of the Original CPM schedule shall be the first chargeable day of work. The first schedule activity related to productive work shall be entitled "First Chargeable Day" and shall be a start milestone. Nonproductive work and administrative activities may begin and/or end prior to the Project Start Date and shall be statused as such in the Original CPM Schedule. The submitted activity sequence and durations must generate an Original CPM schedule using all the Contract Time and a critical path having zero total float. An early completion schedule will not be allowed. The Contractor's original schedule shall reflect the use of the entire Contract Time. The schedule ending date that uses all the Contract Time in the Original CPM schedule will be the original Contract Completion Date. This Contract Completion Date shall be fixed (Project must finish by:) in the Original CPM schedule and shall remain unchanged unless a time extension is awarded.

The Contractor's Original CPM schedule shall allocate the work over the entire Contract Time. The Contractor shall not anticipate early completion in bid preparation and shall distribute all time-driven and/or time-dependent costs uniformly over every day of the Contract Time when preparing the bid. No early completion schedules will be accepted.

After the Original CPM schedule utilizing all the allocated Contract Time has been approved, job conditions or logic changes may occur which require revision to the schedule. Only an update may be revised. These revised updates must be reflective of the Contractor's actual intent in constructing the project. The revision may cause the project completion date to be earlier than the completion date of the current approved schedule. This is acceptable to the Department; but no claims will be considered for time-driven and/or time-dependent costs (such as delay and/or extended overhead expense) which are a result of not meeting this new project "early finish" date. Consideration for these costs would occur only for approved extensions that force actual project completion past the originally advertised Contract Time including authorized time extension(s). However, no credits for non-expended overhead will be requested should a Contractor successfully achieve completion of the project prior to the use of all the Contract Time.

If the project is delayed, the contractor must demonstrate the inability to perform other critical or near critical work to receive consideration for an extension of Contract Time.

CPM schedule databases shall be calculated using the relevant Data Date prior to submittal to the CPMA. The Data Date of CPM schedule updates and revised updates shall be the next day after the end of the update period. Schedule calculations of CPM databases shall be based on retained logic, contiguous durations, and total float as finish float.

Activity Log (memo) information is allowed, but must be factual; shall be removed, if redundant; and shall not be masked, but indicated for printing to output reports. Punctuation is not required for activity and Activity Log information unless necessary for clarity.

Statusing or contract progress of activities for updates is the entering of Actual Start dates, Suspend Date(s), Resume Date(s), Actual Finish dates, and changes in Remaining Durations to the database. An activity's Original Duration may not be changed. An activity that begins (has an Actual Start Date) must have its Remaining Duration reduced by at least 1 day.

Activity Suspend and/or Resume Dates shall be added to the activity record and the factual reasons for the cause shall be added to the respective activity Log. If an activity is suspended again it shall be curtailed and assigned an Actual Finish Date equal to the latest suspension date, and a new activity (portion 2) comprising the balance of remaining duration shall be created and inserted in succession; both activities shall indicate by log comment the facts causing this condition.

Log statusing shall be used when an activity has out-of-sequence progress and no Actual Finish Date. Out-of-sequence progress occurs when any previous predecessor of an activity has no Actual Finish date. Log statusing is the entering of the Actual Start date to the Activity Log of the database in the Departments format. These entries are not to be masked, but indicated for printing to output reports. Changes in Remaining Durations shall be entered to the database but not the Activity Log. When progress is no longer out-of-sequence or all previous predecessors of the activity have Actual Finish dates, the activity's Actual Start shall be taken out of log status and entered to the database. Log statusing provides schedule output that prevents graphic distortion of schedule activities and preserves the design sequence of the CPM schedule plan. The Engineer shall have the authority to require a revision of the CPM schedule because of out-of-sequence progress. A suspended activity that requires log statusing shall be treated in the same manner as though it was suspended again.

Each original, update, and revised update schedule database and subsequent draft submitted for approval shall have a unique and manifest Project Name and shall be uniquely identified by entry (Number/Version) in the schedule database.

Corrections are defined as entries to the database that rectify coding and activity identification errors. Corrections shall be identified by written narrative and/or as agreed to by the CPMA. Exception(s) taken in PCS or other Department correspondence shall be complied with in the subsequent update and/or a revised update of the CPM schedule.

Written narratives shall be included with each submission of initial or revised update databases. The narratives must conceptualize work plans, modifications, and/or corrections but may be summary unless otherwise directed by the Engineer. These narratives shall describe where and the crews and order of what is to be done; narratives that are a listing of the work will not be acceptable. The Department will only accept schedule databases that reflect the work plans, modifications, and/or corrections reflected by their respective written narratives.

Inaccurate and/or faulty databases of any CPM schedule update and/or revised update will be unacceptable and shall be summarily corrected and resubmitted. Resubmittals shall be labeled "2nd Draft", "3rd Draft", etc. as appropriate and identified by entry (Number/Version) in the schedule database.

Any activity(s) or activity information that is necessary to generate a CPM schedule acceptable to the Engineer and/or schedule information that is requested by the Engineer shall be prepared and provided by the CPMC.

The CPMA will generate the CPM schedule network reflecting the Contractor's scheduling information. Upon approval of the Original CPM schedule and subsequent CPM schedule updates and/or revised updates, the CPMA will furnish the Contractor graphic and report outputs of these schedules. These CPM schedules are the Contractor's own work schedule and the Contractor's responsibility to maintain.

Monthly CPM Schedule Updates:

The CPMC shall meet with the Contractor and Resident Engineer and prepare the required work schedule progress information (status reports) to update the CPM schedule. This information shall be submitted on status forms provided by the Department that are generated from the Original Schedule and thereafter from the previous CPM schedule update or revised update(s). This update information shall reflect the current state of completed project work. The update information shall include all activities on which work was performed and/or there was progress during the update period and shall include as a minimum their actual start dates, suspend dates, and resume dates; and the estimated remaining durations or actual finish dates. The update information shall be as agreed to and signed-off and dated by the Resident Engineer and the CPMC. The CPMC shall use the signed-off and dated information to status and/or log status the update database.

The Contractor shall submit the CPM schedule database update and a copy of the signed off update information within five (5) calendar days after the end of each monthly update period. The database and signed off information must match. The CPMA will generate a CPM schedule update reflecting the Contractor's update information. The five (5) calendar day submittal period will enable the Department to discuss current schedule information at the monthly progress meeting held the following week.

If the critical path of the generated CPM schedule update has less than minus ten (-10) calendar days of total float the CPM schedule update shall be revised.

Upon approval of the CPM schedule update, the CPMA will furnish the Contractor a graphic and report output of this update. This CPM schedule update is the Contractor's own updated work schedule and the Contractor's responsibility to maintain.

CPM Schedule Revised Updates:

The CPM schedule shall be revised if the critical path has less than minus ten (-10) calendar days of total float, conditions require the Contractor to modify the work schedule, the Contractor chooses to make a significant change in the sequence of work, or the Department requests the schedule to reflect the current state of the work and/or the Contractor's acknowledged work plans. The revised update shall reflect the Contractor's current order of work and include new and/or previous activities affected by the change and shall include a written narrative of these changes. Revision as required by this Specification or as requested by the Department does not constitute acceleration unless agreed to by the Engineer. Revisions shall be identified as the revised update of the current approved CPM schedule update. Revisions are to be singular in modification and not lumped together in the same revised update unless otherwise directed by the Engineer. Additional revision(s) of the same update is therefore acceptable. The Department reserves the right to request a resequencing of activities to effect a completion date within the Project Time.

The CPMC shall meet as needed with the CPMA at the Engineer's office within five (5) calendar days after revision is required, formal request for a revision, or the Contractor announces intent to submit a revision. The purpose of the meetings shall be to prepare the Contractor's revised update CPM schedule database and its written narrative of changes. These meetings shall continue until a useable, logical draft of the revised update CPM schedule network, responsive to the modification requirements, has been developed that will generate a workable, CPM schedule revised update having a completion date using or within the Contract Time or that allowable by this specification. The submitted CPM schedule database revised update must reflect its written narrative. Revised updates inconsistent with their written narratives will not be acceptable. The CPMA will generate the CPM schedule revised update reflecting the Contractor's new

information. The reports generated by the CPM schedule revised update shall be used to prepare the update information for the next CPM schedule update.

Reduction of activity durations will not be considered acceptable criteria for revision to bring the project back on schedule unless activity quantities have been reduced or the Contractor provides a narrative describing how their means and methods to construct the work shall change and/or their resource allocation to perform the work shall increase.

For activities using like resources, modification of activity relationships to be concurrent (run parallel) with each other will not be considered acceptable criteria for revision to bring the project back on schedule unless the Contractor provides a narrative describing how their crews and/or resource allocation to perform the work shall increase.

A CPM revised update having the requirements for the Engineer's approval must be completed before preparation of the next CPM schedule update. Processing of the next monthly estimate for payment will begin only after the Engineer's approval of the signed CPM schedule revised update.

Upon approval of the CPM schedule revised update, the CPMA will furnish the Contractor a graphic and report output of this revised update. This CPM schedule revision is the Contractor's own revised work schedule and the Contractor's responsibility to maintain.

In the event that the Contractor fails to maintain his CPM schedule in a satisfactory manner, the Engineer reserves the right to enforce the provisions as set forth in Standard Specification Subsection 108.10.

Change Orders and adjustment of completion time:

A Change Order will only be considered for extension of Contract Time when the modified critical path shows requirement of additional time because of the added activity or activities and/or there is justifiable delay as recognized and determined by the Engineer. For any change order that affects the schedule, the Department reserves the right to request a resequencing of activities to effect a completion date within the Project Time.

If the CPM schedule has been updated and/or revised and positive total float has been created, no additional time will be given for added activity(s) unless the modified critical path shows requirement of additional time and/or there is justifiable delay as recognized and determined by the Engineer. Compensation for additional overhead costs will not be considered until all of the original Contract Time has been utilized. The Engineer reserves the right to "bank" (postpone the award of) approved time extensions if the project is ahead of schedule.

If a change order represents issues for which the effect on contract time can be readily determined, then any time adjustment will be agreed upon by the CPMC and CPMA prior to final execution of the change order. Determination of time adjustment will be based on the effect of the issue on the CPM schedule, the current approved CPM schedule update or approved CPM revised update, and the Department's Time Evaluation Worksheet (TEW) submitted by the Contractor.

However, if the issues represented by the change order require further analysis and review in order to accurately and fairly evaluate the effect on contract time, then the change order contract time assessment block may be marked "not considered at this time". This will be done in order to not delay payment to the contractor for completed work included on a particular change order while the time analysis is being performed. In these cases, final resolution of any time related issues would be made as soon as all required information is received and analyzed by the Department and the Contractor.

After signature by all parties, the change order is considered approved, and work activities and any time modifications as shown on the approved TEW that affect the CPM schedule shall be reflected in the next CPM schedule update or revised update and be documented by written narrative. Only activities on the approved TEW may be included as activity(s) in schedule databases. Updates reflecting change order(s) that are inconsistent with their change order narratives will not be acceptable. No change orders will be processed until their effect on the CPM schedule has been determined, unless otherwise approved by the Engineer. A change order may not be included in a monthly estimate for payment unless approved by the Department on or before the cutoff date of the estimate. All official time extensions will be granted by letters from the applicable District Construction Engineer or his/her designated representative.

Issues involving potential time extensions must be addressed in the CPM schedule update period in which they occur or they cannot be considered. If the Contractor proposes a change to the Contract work, any time the Contractor spends in discussion and preparation, and any time the Department requires for review in the approval or disapproval process for this proposed change to the Contract work will not be considered for granting of additional contract time. It is the obligation of the Contractor to complete the project on time according to the original contract documents including current approved changes notwithstanding any change submitted for approval that may or not be accepted. The Contractor is obligated to prosecute the work at any time according to the Contract Documents in covenant at that time.

If an allowance for weather days has been included in the Completion Date section at the beginning of the Contract Special Provisions, these days shall be identified as Contract Weather Days. The following definitions regarding weather days will be utilized:

Weather day – Any Calendar Day (including weekends and Holidays) on which a weather event prohibits contract work on critical path activities. Events include, but are not limited to rain, snow, or extreme temperatures.

Lost day – Any Calendar Day (including weekends and Holidays) on which residual effects from a weather event prohibit contract work on critical path activities. Examples include, but are not limited to, wet conditions from a previous rain event, snow cover, or frozen ground.

Extensions of Contract Time for weather will not be considered until the total of weather days and lost days as defined above exceed the number of Contract Weather Days as listed in the Completion Date section at the beginning of the Contract Special Provisions. The Contractor and the Department will record and agree on weather days and lost days. A day will be considered a weather or lost day if it prevents progress of the current or next work activity on the critical path of the schedule, unless it occurs during a calendar non-work period of the current or next work activity on the critical path of the schedule in which case the day will not be counted as a weather day. Weekends and holidays will also be excluded from consideration for weather and lost days during calendar non-work periods.

When the total of weather days and lost days recorded in the field exceed the advertised Contract Weather Days, the Contractor will be awarded a day for each day weather or conditions due to previous weather events prevent progress of the current or next work activity on the critical path of the schedule. When weather affects an activity not on the critical path and the activity becomes the critical path, the allowable days of time extension will be only for the days the activity was on the critical path. The Contractor and the Department will record and agree on these weather days. Inability to prosecute work not shown as activities in progress on the most recent CPM schedule will not be considered when determining an extension of Contract Time. The Engineer will have the final decision as to the number of calendar days the Contractor's work was limited to because of weather.

Final (As Built) CPM Schedule Update:

The CPMC shall meet with the Contractor and Resident Engineer and prepare the required as-built work schedule information and corrective work schedule information to finalize the CPM schedule. The progress reports generated by the previous CPM schedule update or revised update will be used to prepare this update information. This final update information shall reflect the final state of the project work. The final update information shall include all activities on which work was performed and/or corrections since the last update period and shall include as a minimum the activity ID and title, the actual start and finish dates, and the actual completion date. The final update information shall also include any revisions and change orders not previously included in the CPM schedule. These correction, revision, and change order modifications shall be reflected by a final update written narrative. The final update information will be as agreed to and signed off by the Resident Engineer and the CPMC. The CPMC will use the signed off information to status the CPM schedule database to prepare the final update schedule.

The Contractor shall submit the final CPM schedule database and a copy of the signed off final update information within five (5) calendar days after formal request for this update. The database and signed off information must match. The CPMA will generate a final CPM schedule update reflecting the Contractor's new information. Upon approval of the final CPM schedule update, the CPMA will furnish the Contractor's graphic and report outputs of this final update.

The CPMC shall submit two (2) signed copies of the final CPM schedule update to the CPMA. Processing of the final estimate for payment will begin only after these signed copies are received. This final (as built) CPM schedule is the Contractor's final work schedule.

Method of Measurement:

The Project Control System will be portioned into two (2) items. The item, "Project Control System Development Plan", will be bid price lump sum. The item, "CPM Schedule Updates and/or Revised Updates", will be unit bid price per each approved update.

Basis of Payment:

The item, "763508 - Project Control System Development Plan", will be paid for at the Contract lump sum bid price, on the next monthly estimate after completion of the requirements of the Project Control System Development Plan, which includes approval of the Original CPM schedule.

The item, "763509 - CPM Schedule Updates and/or Revised Updates", will be paid for at the Contract unit bid price per each approved CPM schedule update. Revised updates are incidental to this item, except that each revised update(s) requested by the Department for purposes of incorporating Plan Revisions will be paid as one (1) approved CPM schedule update.

10/28/2010



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

SHAILEN P. BHATT
SECRETARY

UTILITY STATEMENT
STATE CONTRACT #T200800701
F.A.P. # ESTP-N009(7)
PROJECT I.D. #04-00307
HSIP NCC, SR52 AND SR82 INTERSECTION IMPROVEMENT
NEW CASTLE COUNTY

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

DELMARVA POWER – ELECTRIC DISTRIBUTION
DELMARVA POWER - GAS
VERIZON DELAWARE INC.
COMCAST CABLEVISION, INC.
CITY OF WILMINGTON - WATER
AT&T

DELMARVA POWER – ELECTRIC DISTRIBUTION

Delmarva Power maintains primary 12kV aerial circuits on DP& L owned poles within the limits of this project. Please refer to marked up **final plans** for approximate locations of electric facilities.

Outages on the 12kv circuits will only be permitted as load, weather and other system conditions permit.

ELECTRIC SAFETY CLEARANCES

DELDOT must maintain a minimum of 10 feet of clearance from all primary electric wires with their cantilever steel traffic poles and other structures.

KENNETT PIKE

Proposed Pole Relocation

Delmarva will relocate 12kV pole line from (STA 714+30 LT. to STA. 719+00 LT.)

Tree Removal

Delmarva Power will need DelDOT to remove trees for proposed relocation of 12kV pole line at (STA 714+90 RT.) and at (STA. 716+90 LT. to STA. 719+00 LT.)

(Wilm. Country Club – Private U.G. Pump House feed)

W.C.C. owns private cables at (STA. 605+20 LT.) at DP&L pole # 47124/44973 across Kirk Road to Country Club property.



Delmarva Power will require **seventy (70) calendar** days to complete the proposed work following twenty-eight (28) calendar days advance notice of completion of the manhole duct system, clearing and grubbing, cuts and fills made, staking of rights of way and completion of the Utility Pre-Construction Meeting for this contract and the procurement of easements by DelDOT and receipt of "NTP".

DelDOT will need to **provide line truck access** to relocated pole line for future maintenance of poles and wires.

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

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

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

General

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

DELMARVA POWER (GAS)

Delmarva Power maintains a 4" steel and a 6" plastic high pressure gas main throughout the project limits. There is also a 6" steel deactivated line along Route 52. The Company is currently installing a 6" plastic high pressure gas main along Kirk Road from STA 600+20 to STA 607+65 offset left with a road crossing at STA 605+35, this work will take 20 working days and require 440 cubic feet of select.

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

General

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

VERIZON DELAWARE INC.

Verizon Requirements

- 30 days advance notice that the work is required
- Approved Final plans
- Notice to proceed
- Valid DelDOT construction start date
- Any necessary clearing completed, staking of R/W, and grades
- All surveying and staking will be provided by DelDOT

Verizon Relocations

- Sta. 714+62 Right 38' place new pole
- Sta. 714+35 Right place conduit 25' to new pole
- Sta. 715+00 Right remove pole and abandon conduit to old pole
- Sta. 717+90 Right place conduit 10' to existing pole #129
- Sta. 506+65 Right (Campbell Rd.) relocate pole as shown on plans

Permit Requirements

- Work will be completed under the direction of the DelDOT Project Manager, so no Utility Permits will be applied for.

Verizon will require **ninety (90) calendar** days to complete the proposed work following twenty-eight (28) calendar days advance notice of proceed, clearing and grubbing, cuts and fills made, staking of rights of way and completion of the Utility Pre-Construction Meeting for this contract and the procurement of easements by DelDOT.

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

COMCAST CABLE OF NEW CASTLE COUNTY

Comcast Cable Communications maintains aerial facilities within the referenced project SR 52 and SR82 Intersection Improvement plan in New Castle County. The aerial will be affected. Five (5) utility poles appear to be in conflict and in need of relocation. Of particular concern are our fiber facilities. We have an optical node (5299) and several 48 ct network fibers as well as a 42ct and 48ct distribution fiber. Comcast will begin relocation to new Delmarva utility poles within 14 days after Delmarva's notification of completion. Comcast will then complete the process within 30 days.

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

NEW CASLTE COUNTY DEPT. OF SPECIAL SERVICES

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

Any additional relocations/adjustments to any existing underground facilities 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 WILMINGTON - WATER

The City of Wilmington owns/maintains underground water facilities throughout the limits of the project. Any adjustments/relocations shall be performed by the State's contractor as depicted on the construction plans, noted within project notes, and/or noted within the contract specifications.

Any additional relocations/adjustments to any existing underground facilities 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.

AT&T

AT&T has existing facilities within the limits of the project with no anticipated impacts.

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

General

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

General Notes

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

Angel Collazo	Delmarva Power – Electric Distribution	(302) 454-4370
Mark Smith	Delmarva Power – Electric Distribution	(302) 454-4138
Ted Waugh	Delmarva Power – Gas	(302) 429-3706
George Zang	Verizon Delaware, Inc.	(302) 422-1238
Clint Rupp	Comcast Cablevision, Inc.	(302) 661-4462
Kevin Penozza	New Castle County Dept. of Sp. Svcs.	(302) 395-5723
Louis Marelllo	AT&T	(973) 927-1114
Dave Beattie	City of Wilmington	(302) 576-3082

DIVISION OF TRANSPORTATION SOLUTIONS

5/23/2012
DATE


UTILITY COORDINATOR

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

CERTIFICATE OF RIGHT-OF-WAY STATUS

STATE PROJECT NO. T200800701

F.A.P. NO. ESTP-N009(7)

HSIP, SR 52 AND SR 82 INTERSECTION IMPROVEMENTS

NEW CASTLE COUNTY

Certificate of Right-of-Way Status – Stipulated

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

This is to certify that all project rights of way is currently available in accordance with the project right-of-way plans. This statement is a Level Two Statement meaning offers to acquire all rights-of-way necessary for the project have been made and rights-of-way needed for the project are available.

- Parcel No. 1-R under the ownership of Rolf and Angela Dessauer (Permanent Easement and Temporary Easement) is stipulated.

A Right-of-Entry Agreement has been executed between DelDOT and the Dessauers allowing trespass for construction needs pending final negotiations on landscaping items. It is anticipated ROW will be 100% clear by September 28, 2012.

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

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

REAL ESTATE SECTION

Tom Nickel, Acting Chief of Right of Way

August 7, 2012



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

SHAILEN P. BHATT
SECRETARY

May 15, 2012

ENVIRONMENTAL STATEMENT & REQUIREMENTS
for

State Contract No. T200800701

Federal Aid No.: ESTP-N009(7)

Contract Title: HSIP NCC SR 52 and SR 82 Intersection Improvement

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 (c)(4)) and the following special provisions have been developed to mitigate and/or minimize these impacts.

GENERAL CONDITIONS:

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 or runoff and/or drainage waters, or on some suitable disposal site approved by the department. Any debris that enters these areas shall be removed immediately. All effort shall be made to keep construction debris from entering those areas. Netting, mats, or establishing confined work areas in stages may be necessary to address these issues.
3. The disposal of trees, brush, and other debris in any stream corridor, wetland surface water or any drainage ditch is prohibited.



4. All 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.

5. 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.

CULTURAL RESOURCE REQUIREMENTS:

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

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

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

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

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

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

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

2. Plans are labeled indicating the known and surveyed properties that are "historic" and eligible for the National Register of Historic Places. This is indicated on plan sheets 11, 12, and 13. Based on contract plans and the labeled historic property locations, no further access, disturbance, or construction activity is permitted. Should further actions be suggested by the contractor, the subcontractor designees, or the property owner, it will be first be consulted by DelDOT's Environmental Studies for coordination and approval. Consultation with the State Historic Preservation Office, Federal Highway Administration, and/or the property owner(s)

must justify need and potential level of impact. Additional studies and approval may also be needed. This could place the burden on the contractor or DelDOT to first undertake those additional studies and/or coordination before any action is first implemented. No further access will be granted to other properties, which could be equally historic and are sensitive receptors of the project area.

3. All areas labeled as “Do Not Disturb” will not be accessed or disturbed. Should disturbance occur with damage and/or repairs needed, it will be the contractors duty to first advise DelDOT Environmental Studies that the disturbance is likely or had occurred. The contractor along with DelDOT Environmental Studies may need to consult with the State Historic Preservation Office, FHWA, and any property owner(s) to address the situation and remedy. Services of a professional engineer and/or architect that is knowledgeable about the effects of construction vibration or on historic buildings/objects may also be needed at the contractors expense.

CANNOT BE
BID PROPOSAL FORMS
USED FOR
BIDDING

CONTRACT T200800701.01

FEDERAL AID PROJECT ESTP-N009(7)

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 1
DATE:

CONTRACT ID: T200800701.01 PROJECT(S): T200800701

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

SECTION 0001 HSIP

0010	201000 CLEARING AND GRUBBING	LUMP		LUMP		
0020	202000 EXCAVATION AND EMBANKMENT	CY	4140.000			
0030	208001 FLOWABLE FILL	CY	1.000			
0040	209001 BORROW, TYPE A	CY	300.000			
0050	210000 FURNISHING BORROW TYPE "C" FOR PIPE, UTILITY TRENCH, AND STRUCTURE BACKFILL	CY	17.000			
0060	211000 REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP		LUMP		
0070	250000 SEDIMENT REMOVAL	CY	56.000			
0080	251000 SILT FENCE	LF	6004.000			
0090	252000 INLET SEDIMENT CONTROL, DRAINAGE INLET	EACH	10.000			

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 2
DATE:

CONTRACT ID: T200800701.01 PROJECT(S): T200800701

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	254000 STONE CHECK DAM	25.000				
		TON				
0110	268000 STABILIZED CONSTRUCTION ENTRANCE	126.000				
		TON				
0120	302007 GRADED AGGREGATE BASE COURSE, TYPE B	1279.000				
		CY				
0130	302011 DELAWARE NO. 3 STONE	18.000				
		TON				
0140	401637 PATTERNED BITUMINOUS CONCRETE PAVEMENT	1990.000				
		SY				
0150	401816 WMA, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 76-22	1293.000				
		TON				
0160	401819 WMA, SUPERPAVE, BITUMINOUS CONCRETE BASE COURSE, 160 GYRATIONS, PG 64-22	1636.000				
		TON				
0170	401825 WMA, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 64-22, WEDGE	101.000				
		TON				
0180	401833 WMA, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 76-22, (NON- CARBONATE STONE)	1455.000				
		TON				
0190	612021 REINFORCED CONCRETE PIPE, 15", CLASS IV	747.000				
		LF				

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 3
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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0200	612030 REINFORCED CONCRETE PIPE, 18", CLASS V	256.000 LF				
0210	612529 PIPE VIDEO INSPECTION	1084.000 LF				
0220	617002 REINFORCED CONCRETE FLARED END SECTION, 15"	1.000 EACH				
0230	701018 INTEGRAL PORTLAND CEMENT CONCRETE CURB & GUTTER, TYPE 3-2	767.000 LF				
0240	705002 P.C.C. SIDEWALK, 6"	1087.000 SF				
0250	705007 SIDEWALK SURFACE DETECTABLE WARNING SYSTEM	104.000 SF				
0260	708051 DRAINAGE INLET, 34" X 24"	2.000 EACH				
0270	708052 DRAINAGE INLET, 48" X 30"	4.000 EACH				
0280	708111 MANHOLE, 48" X 30"	3.000 EACH				
0290	708583 PERSONAL GRATE FOR PIPE INLET	1.000 EACH				
0300	712006 RIPRAP, R-5	20.000 SY				

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 4
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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0310	712535 CELLULAR CONFINEMENT SHOULDER PROTECTION	SF 8783.000				
0320	715508 TEMPORARY DRAINAGE PIPE, 18"	LF 20.000				
0330	732002 TOPSOIL, 6" DEPTH	SY 11624.000				
0340	734013 PERMANENT GRASS SEEDING, DRY GROUND	SY 11624.000				
0350	735536 SOIL RETENTION BLANKET MULCH, TYPE 6	SY 1697.000				
0360	737523 PLANTINGS	LUMP	LUMP			
0370	743000 MAINTENANCE OF TRAFFIC	LUMP	LUMP			
0380	743004 FURNISH AND MAINTAIN PORTABLE CHANGEABLE MESSAGE SIGN	EADY 322.000				
0390	743006 PLASTIC DRUMS	EADY 18592.000				
0400	743007 TRAFFIC OFFICERS	1328.000	75.00000		99600.00	
		HOURLY				

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 5
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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0410	743010 FURNISH AND MAINTAIN TRUCK MOUNTED ATTENUATOR, TYPE II	166.000 EADY				
0420	743024 TEMPORARY WARNING SIGNS AND PLAQUES	5904.000 EADY				
0430	743050 FLAGGER, NEW CASTLE COUNTY, STATE	2656.000 HOUR	52.900000		140502.40	
0440	743062 FLAGGER, NEW CASTLE COUNTY, STATE, OVERTIME	3188.000 HOUR	76.710000		244551.48	
0450	744520 CONDUIT JUNCTION WELL, TYPE 1, PRECAST CONCRETE	7.000 EACH				
0460	744523 CONDUIT JUNCTION WELL, TYPE 4, PRECAST CONCRETE	3.000 EACH				
0470	744525 REMOVAL OF EXISTING JUNCTION WELL	6.000 EACH				
0480	745521 SUPPLY OF 4" SDR-13.5 HDPE CONDUIT	450.000 LF				
0490	745522 SUPPLY OF 3" SCHEDULE 80 PVC CONDUIT	70.000 LF				
0500	745524 SUPPLY OF 4" SCHEDULE 80 PVC CONDUIT	770.000 LF				

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 6
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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0510	745528 SUPPLY OF 2" GALVANIZED STEEL CONDUIT	35.000 LF				
0520	745529 SUPPLY OF 1 1/2" GALVANIZED STEEL CONDUIT	90.000 LF				
0530	745533 SUPPLY OF 2 1/2" SCHEDULE 40 PVC CONDUIT	30.000 LF				
0540	745542 INSTALLATION OF CONDUIT UNDER EXISTING PAVEMENT-DIRECTIONAL BORE	275.000 LF				
0550	745544 INSTALLATION OF CONDUIT IN UNPAVED TRENCH	940.000 LF				
0560	745547 INSTALLATION OF ADDITIONAL CONDUITS IN TRENCH OR OPEN CUT PAVEMENT	60.000 LF				
0570	745548 INSTALLATION OF ADDITIONAL CONDUITS IN DIRECTIONAL BORE	175.000 LF				
0580	745579 SUPPLY OF 2 1/2" SCHEDULE 80 PVC CONDUIT	30.000 LF				
0590	746774 SUPPLY AND INSTALLATION OF LOOP DETECTOR WIRE	775.000 LF				
0600	746830 REMOVAL OF CONCRETE POLE BASES AND CABINET FOUNDATIONS	1.000 CY				

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 7
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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0610	746847 POLE BASE, TYPE 3	4.000				
	EACH					
0620	746850 POLE BASE, TYPE 4	4.000				
	EACH					
0630	747506 CABINET BASE	1.000				
	EACH					
0640	748015 PERMANENT PAVEMENT STRIPING, SYMBOL/LEGEND ALKYD-THERMOPLAST IC	515.000				
	SF					
0650	748019 TEMPORARY MARKINGS, PAINT, 4"	27406.000				
	LF					
0660	748026 TEMPORARY MARKINGS, PAINT SYMBOL/LEGEND	214.000				
	SF					
0670	748530 REMOVAL OF PAVEMENT STRIPING	3802.000				
	SF					
0680	748548 PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 5"	11448.000				
	LF					
0690	748551 PREFORMED THERMOPLASTIC DECORATIVE PAVEMENT SYSTEM	836.000				
	SF					

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 8
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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0700	748553 PREFORMED RETROREFLECTIVE THERMOPLASTIC PAVEMENT MARKINGS, BIKE SYMBOL	EACH 8.000				
0710	749687 INSTALLATION OR REMOVAL OF TRAFFIC SIGN(S) ON SINGLE SIGN POST	EACH 154.000				
0720	760003 PAVEMENT - MILLING, HOT-MIX, VARIABLE DEPTH	SY 11917.000				
0730	762001 SAW CUTTING, HOT MIX	LF 3441.000				
0740	762002 SAW CUTTING, CONCRETE, FULL DEPTH	LF 1007.000				
0750	763000 INITIAL EXPENSE	LUMP	LUMP			
0760	763501 CONSTRUCTION ENGINEERING	LUMP	LUMP			
0770	763508 PROJECT CONTROL SYSTEM DEVELOPMENT PLAN	LUMP	LUMP			
0780	763509 CPM SCHEDULE UPDATES AND/OR REVISED UPDATES	EAMO 4.000				
	SECTION 0001 TOTAL					
	TOTAL BID					

CANNOT BE

BREAKOUT SHEETS

THE FOLLOWING SHEETS MUST BE COMPLETED AND RETURNED WITH THE PROPOSAL AT THE TIME OF BID. FAILURE TO COMPLETE THE BREAKOUT SHEETS AS REQUIRED WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE AND WILL NOT BE CONSIDERED. BREAKOUT SHEETS MUST BE COMPLETED REGARDLESS OF WHETHER BIDDING BY ELECTRONIC MEANS OR TYPEWRITTEN HARD COPY.

BIDDING

SECTION 1		BREAKOUT SHEET - 1 ITEM 737523 - PLANTING			CONTRACT NO. T200800701		
ITEM NO.	Botanical Name	Common Name	Units	Plant Size	Quantity	UNIT PRICE	AMOUNT
1	Nyssa sylvatica	Blackgum	EACH	7 GAL	6	\$	\$
2	Quercus bicolor	Swamp White Oak	EACH	7 GAL	7	\$	\$
3	Chionanthus virginicus	Fringe Tree	EACH	5-6'	5	\$	\$
4	Cornus alternifolia	Pagoda Dogwood	EACH	7 GAL	9	\$	\$
5	Stewartia ovata*	Mountain Stewartia	EACH	1.5"-2.0" CAL	4	\$	\$
6	Watering		M/GAL		4.65	\$	\$
TOTAL ITEM 737523 - Planting \$							(LUMP SUM BID PRICE FOR ITEM 737523)

*Based on the availability of the Stewartia ovata, Cercia canadensis 'Appalachian Red' may be substituted in its place.

"ATTENTION"

TO BIDDERS

This Bid Proposal includes breakout sheets. The breakout sheets **MUST ACCOMPANY** the bid proposal at the time of bid. Failure to return completed breakout sheets **WILL RESULT** in the bid proposal being declared non-responsive and **REJECTED** as irregular.

CERTIFICATION

Contract No. T200800701.01
Federal Aid Project No. ESTP-N009(7)

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	No.	Date	No.	Date	No.	Date	No.	Date
-----	------	-----	------	-----	------	-----	------	-----	------

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

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

Name of Bidder (Organization)

Corporate
Seal

By: _____
Authorized Signature

Attest _____

Title

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

Notary
Seal

Notary

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____
_____ of _____ in the County of _____ and State of _____
_____ as **Principal**, and _____ of _____ in the County
of _____ and State of _____ as **Surety**, legally authorized to do business in the State of Delaware
("State"), are held and firmly unto the **State** in the sum of _____
_____ Dollars (\$ _____), or _____ percent not to exceed _____
_____ Dollars (\$ _____) of amount of bid on Contract No.
T200800701.01, to be paid to the **State** for the use and benefit of its Department of Transportation
("DelDOT") for which payment well and truly to be made, we do bind ourselves, our and each of our heirs,
executors, administrators, and successors, jointly and severally for and in the whole firmly by these presents.

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

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

SEALED, AND DELIVERED IN THE
presence of

Name of Bidder (Organization)

Corporate
Seal

By: _____

Authorized Signature

Attest _____

Title

Name of **Surety**

Witness: _____

By: _____

Title