

STATE OF DELAWARE

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DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT T201011301.01

FEDERAL AID PROJECT NO. NH-2015(25)

US 301, SUMMIT BRIDGE ROAD AND ARMSTRONG CORNER ROAD INTERSECTION IMPROVEMENTS

NEW CASTLE COUNTY

ADVERTISEMENT DATE: November 7, 2016

COMPLETION TIME: 560 Calendar Days

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

Bids will be received in the Bidder's Room at the Delaware Department of Transportation's Administration Building, 800 Bay Road, Dover, Delaware until 2:00 P.M. local time **December 13, 2016**

Contract No. T201011301.01
Federal Aid Project No. NH-2015(25)

**US 301, SUMMIT BRIDGE ROAD AND ARMSTRONG CORNER ROAD
INTERSECTION IMPROVEMENTS
NEW CASTLE COUNTY**

GENERAL DESCRIPTION

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 labor and materials for Summit Bridge Road, Armstrong Corner Road to US 301 Overpass, Intersection Improvements, and other incidental construction in accordance with the location, notes and details shown on the plans and as directed by the Engineer.

COMPLETION TIME

All work on this contract must be complete within 560 Calendar Days. The Contract Time includes an allowance for 90 Weather Days. It is the Department's intent to issue a Notice to Proceed such that work starts on or about February 21, 2017.

PROSPECTIVE BIDDERS NOTES:

1. BIDDERS MUST BE REGISTERED with DelDOT and request a cd of the official plans and specifications in order to submit a bid. Contact DelDOT at dot-project@state.de.us, or (302) 760-2031.
2. QUESTIONS regarding this project are to be e-mailed to dot-project@state.de.us no less than six business days prior to the bid opening date in order to receive a response. Please include T201011301.01 in the subject line. Responses to inquiries are posted on-line at <http://www.bids.delaware.gov>.
3. THE BID PROPOSAL incorporates a cd containing **Expedite, version 5.9a** and its installation file. Bidders are to use the cd provided to enter their bid amounts into the Expedite file. The Expedite bid file must be printed and submitted in paper form along with the cd and other required documents prior to the Bid due date and time.
4. SURETY BOND - Each proposal must be accompanied by a deposit of either surety bond or security for a sum equal to at least 10% of the bid.
5. **DRUG TESTING** - Regulation 4104; The state Office of Management and Budget has developed regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds pursuant to 29 Del.C. §6908(a)(6). Refer to the full requirements by following the below link: <http://regulations.delaware.gov/register/september2015/final/19%20DE%20Reg%20207%2009-01-15.htm>
Please note a few of the requirements listed below;
 - * At bid submission - submit with the bid a signed affidavit certifying that the Contractor has in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for their Employees that complies with this regulation;
 - * Upon DBE participation submission - submit a separate signed affidavit from each DBE Subcontractor certifying they have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for their Employees that complies with this regulation;
 - * Two business days prior to contract execution - The awarded Contractor shall provide to DelDOT copies of the Employee Drug Testing Program for the Contractor and each participating DBE firm;
 - * Subcontractors - Contractors that employ Subcontractors on the job site may do so only after submitting a copy of the Subcontractor's Employee Drug Testing Program along with the standard required subcontractor information. A Subcontractor shall not commence work until **DelDOT** has approved the subcontractor in writing;
 - * Testing Report Forms shall be submitted to DelDOT monthly (forms will be provided).
 - * Penalties for non-compliance are specified in the regulation.
6. Supplemental Specifications to the August 2001 Standard Specifications were issued November 24, 2014 and apply to this project. They can be [viewed here](#). The **Specifications Note** document is for the use by the bidders to reference the new numbers to the past numbers used for bidding purposes on previous Department contracts.

7. **PLEASE NOTE** federal requirements for the DBE program under [49CFR §26.53\(b\)\(3\)\(i\)\(B\)](#) have changed effective November 3, 2014. Submission of DBE participation information is now required from the lowest apparent bidder no later than seven (7) days after bid opening (*formerly 10 days*).
8. No RETAINAGE will be withheld on this contract.
9. The Department's External Complaint Procedure can be viewed on DelDOT's Website at: <http://www.deldot.gov/information/business/>, or you may request a copy by calling (302) 760-2555.
10. **BREAKOUT SHEETS MUST** be submitted either with your bid documents; or within seven (7) calendar days following the bid due date by the lowest apparent bidder. Refer to instructions adjacent to the Breakout Sheets in this document.
11. **PROPOSED TRAINEE PLANS** - The number of trainees to be trained will be **2**, as listed in the Training Special Provisions within Contract General Notices. The program(s) must be submitted within 10 Calendar Days of notification of apparent low bidder status. Contract Award will not take place until acceptable On-the-Job (OJT) program plans are received by the Civil Rights Group of the Department. Failure of the apparent low bidder to present copies of an acceptable OJT Trainee Programs within ten (10) calendar days of notification of apparent low bidder status, shall create a rebuttable presumption that the bid is not responsive.
12. **FUEL COST OPTION.** Bidders are advised that a "Diesel Fuel Cost Price Adjustment Option" is included as referenced in Special Provision 763626, and that the form should be completed and submitted with the bid.
13. **PREQUALIFICATION.** As a prequalification to submit a bid on the US 301 project, all Contractors and Subcontractors must certify that their company, either independently or through agreement with other organizations, is providing craft training for journeyman and apprentice levels through a bona fide program approved by and registered with the State of Delaware and/or United States Department of Labor, to comply with 29 Del C. 6962(c)(11). The provided form, "*Prequalification for US 301 Contracts*", is required to be completed and submitted by each prime contractor and their subcontractors no later than 10 a.m. local time on the date of bid opening along with supporting program documentation. DelDOT will review this information to prequalify bidders in advance of the bid opening. If the prequalification package is missing any portion of the certification or program documentation, the bidder will be deemed not to have met the prequalification requirement and their bid will not be accepted. The contact for certified craft training programs is Kevin Calio, Delaware DOL, 302-761-8200 or, Kevin.Calio@state.de.us. A Delaware Business License is not needed as part of the pre-qualification to bid. A Delaware Business License will be required as part of the Contract award and execution process. In order to establish a bona fide Apprenticeship & Training program approved by and registered with the Delaware Department of Labor (DDOL):

Step 1 - The contractor and/or subcontractor will submit a completed Sponsor Application form along with their Worker's Compensation Insurance Declaration page to DDOL. The contractor and/or subcontractor can also become a sponsor as part of a Joint Apprenticeship Committee (JAC), which is a group of contractors establishing an Apprenticeship & Training program.

Step 2 - DDOL will review the information provided to confirm the truth/accuracy of all information provided on the application.

Step 3 - Once DDOL has approved the application, they work with the sponsor to execute the Standards of Agreement, either with the contractor and/or subcontractor or with the JAC. Once the Standards of Agreement are signed by all parties, the sponsor and/or JAC has a bona fide program recognized by DOL and will receive a Certificate of Registration. If the contractor and/or subcontractor provide all of the required information, Steps 2 and 3 are expected to take one to two weeks to complete.

Along with the "Prequalification for US 301 Contracts" form, the Certificate of Registration should be submitted as the supporting documentation. A letter from the DDOL stating that the contractor and/or subcontractor is not eligible for the Apprenticeship and Training Program due to the nature of the contractor's and/or subcontractor's work should also be submitted as the supporting documentation when applicable.

Prequalification for US 301 Contracts' forms and documentation can be sent via hardcopy or electronic submission:

Send electronic submissions to: dot-project@state.de.us Subject: QUAL DOCS

If a contractor has previously submitted the Prequalification information to DelDOT for other US 301 contracts, and the information has been accepted, then the contractor does not need to resubmit the Prequalification information to DelDOT for this contract. A list of contractors that have submitted acceptable Prequalification information can be found at:

<http://www.deldot.gov/information/business/bids/pdf/Prequalification.pdf>

14. Work under this contract will be performed within and adjacent to the limits of another active DelDOT project: Contract T200911303, US301, Levels Road to Summit Bridge Road. In addition, DelDOT expects to issue a permit for the construction of an entrance to Parcel 753 Connection Community Church, Inc. that includes a new southbound right turn lane and a new northbound left turn lane and the limits of this entrance work, both physically and traffic control, extend into the limits of the T201011301 project. The contractor shall conform to the requirements in Section 105.08 Cooperation Between Contractors regarding these two projects.
15. **DESIGN FILE AVAILABLE.** Upon request, a design file will be made available to the Contractor during the bid period upon email submission of the provided form titled "Electronic File Sharing Release." The form must be signed by a person having authority to enter into contracts for the company. The signed form can be included with the Request for Bid Proposal, or may be sent via email to dot-project@state.de.us the file will be shipped regular mail. A UPS or FED-EX account number may be provided for faster shipment.

In addition to the electronic project files listed under the general notes in the construction plans, the Delaware Department of Transportation (DelDOT) will provide the awarded contractor with a design file, in microstation .dgn format, that contains 3D feature lines for the proposed design after full execution of the contract. The 3D feature lines are for the final proposed top surface elevation only. These electronic files may only be used per the requirements for Machine Control Grading in Item 763501-Construction Engineering. The following areas have been included in the 3-D feature lines design file:

- SUMMIT BRIDGE ROAD: STA. 4+21 TO STA. 77+28
- ARMSTRONG CORNER ROAD: STA. 110+30 TO STA. 120+00
- MARL PIT ROAD: STA. 120+00 TO 128+26
- CONNECTOR ROAD: STA. 20+50 TO STA. 22+43
- BMP NO. 691
- BMP NO. 692
- BMP NO. 693
- BMP NO. 695
- BMP NO. 696

Upon request, the design file will be made available to the contractor during the bid period after the electronic file sharing release form has been signed and submitted to DelDOT by the contractor.

It is the contractor's responsibility to convert the design file to a file format that is compatible with the software used on the contractor's machine grade control equipment. It is also the contractor's responsibility to verify that the 3D information is correct after any and all software conversions. DelDOT will not be responsible for checking any of the contractor's software conversions. There may be some areas of the project not included in the design file. It is the contractor's responsibility to review the design file and determine the limits of the project included.

16. **ATSSA SUPERVISOR:** The Contractor shall have an ATSSA Supervisor assigned to this project who shall provide supervision of the installation, operation and maintenance of Traffic Control Devices for this project. The ATSSA Supervisor shall meet all requirements and provide all services as described in Section 743.10.L of the most recent edition of the Supplemental Specifications except that the ATSSA Supervisor does not have to be an employee of the General Contractor. All costs for the ATSSA Supervisor shall be included in the Lump Sum bid price for Item 743000-Maintenance of Traffic. The ATSSA Supervisor may perform other duties when lane closures, MOT planning, etc. are not required. The Contractor shall be required to follow all requirements of the Contract Documents even if the ATSSA Supervisor is not present. At a minimum, the ATSSA Supervisor shall be utilized for the following services:

- a. Weekly checks of Maintenance of Traffic (MOT) devices when the MOT devices are being used on the project, preparation of a Log of the MOT activities following the weekly check and coordination of any issues arising from the weekly check. The Log shall include all information required in Section 743.10.L.A.ii and shall describe any deficiencies in the MOT application. The Weekly Log shall be submitted to the Contractor's Project Manager and the Engineer by 4:00 PM on Friday of that week. Deficiencies shall be addressed by the Contractor and are subject to the provisions of Section 743.09.
 - b. Daily checks of MOT devices when Lane Closures are in effect, preparation of a Log of the MOT activities following the check and coordination of any issues arising from the weekly check. The Log shall include all information required in Section 743.10.L.A.ii and shall describe any deficiencies in the MOT application. These checks shall begin when the lane closures are initially implemented. The Daily Log shall be submitted to the Contractor's Project Manager and the Engineer by 4:00 PM on of that day. Deficiencies shall be addressed by the Contractor and are subject to the provisions of Section 743.09.
 - c. Immediate notification of the Contractor's Project Manager and the Engineer of deficiencies that are a threat to the safety of the traveling public or the workers. Deficiencies shall be addressed by the Contractor and are subject to the provisions of Section 743.09.
 - d. When approved by the Engineer, planning and preparation in advance of major changes in work phases that affect traffic.
 - e. When approved by the Engineer, planning and preparation in advance of lane or road closures as applicable on Summit Bridge Road, Armstrong Corner Road and Marl Pit Road.
 - f. Other times as directed by the Engineer.
17. For protection of the threatened Northern Long-Eared Bat (NLEB), there shall be no clearing of trees between 12:01 AM on April 15 and 11:59 PM on August 30 within the limits of the 'woods line' symbol within areas of the project that have been identified as potential NLEB habitat. No areas within the limits of this contract have been identified as potential NLEB habitat.
 18. The Contractor shall name the following as an Additional Insured on all insurance certificates: "United States Department of Transportation, acting by and through the Federal Highway Administration – TIFIA Lender." The Department will also be sharing copies of the final executed contract documents with the Federal Highway Administration – TIFIA Lender.
 19. The Contractor performing any part of the work within the limits of the Temporary Construction Easement on Project Parcel 190 located in the northeast quadrant at the Summit Bridge Road and Marl Pit Road intersection shall name the following as an Additional Insured on all insurance certificates: "Growmark FS, LLC".
 20. The Contractor shall submit to the Department legible copies of the Bid Documentation as set forth in Section 103.09 Escrow of Bid Documentation.
 21. Upon execution of the contract, the Department will provide the Contractor with .pdf files of the awarded Contract Plans and Special Provisions. The Contractor shall be responsible for making all printed copies of these documents for his use and the use of his subcontractors. In the case of any plan revisions that the Department may issue, the Department will provide the Contractor up to five (5) full size sets and five (5) half size sets of the revised plans and specifications. The Department shall also provide the Contractor .pdf files of the revised plans and specifications and the Contractor shall be responsible for making any additional printed copies for his use and the use of his subcontractors.
 22. The Contractor shall make available at least one employee to attend and represent the firm at all scheduled job progress meetings, project working group meetings or other public informational meetings as requested by the Engineer. The person attending shall be knowledgeable of current job progress, the anticipated construction schedule and any ongoing or potential construction or contract issues. Costs are incidental to Item 743000-Maintenance of Traffic.
 23. Any requirement to utilize Borrow Types A, B, C, D, or F (or materials meeting the requirements of Borrow Types A, B, C, D, or F) shall be met by using only soil for these materials. Crushed concrete, millings, stone dust, or other non-soil materials will not be accepted, regardless of their gradation.
 24. The following earthwork related survey information is critical to computing pay item quantities. The Contractor shall give the Project Resident at least two Working Days' notice whenever any of the listed surfaces are ready for elevations to be taken by the Engineer's Survey crew. No additional excavation or backfill may be performed in these areas until the required survey information has been acquired by the Engineer's crew. Prior to notifying the Project Resident, areas to be surveyed shall be roughly leveled

and cleared of debris or obstructions in order to collect accurate data. The Contractor is encouraged to make their survey crew available to take elevations jointly with the Engineer's crew in order to avoid any later quantity disputes. If the Contractor elects not to acquire survey data for the critical elements listed, then the Engineer's survey data will be considered the binding record regarding the pay item quantity computations. The Contractor shall share with the Engineer, upon request, any survey data taken independently that may assist in the pay item quantity computations. The critical elements include, but are not limited to the list below. Other critical elements that are identified by the Engineer shall also follow the above procedure.

- a. Surface elevations following Clearing and Grubbing of all roadway, structure, stormwater pond, wetland mitigation, and on-site borrow excavation areas.
 - b. Top surface (in areas not requiring clearing and grubbing) and bottom surface of topsoil to be stripped in fill areas.
 - c. Top surface of topsoil to be stripped in cut areas if no Clearing and Grubbing is required.
 - d. Top and bottom surfaces of undercut areas not measured by the inspection staff.
 - e. Bottom surfaces of excavations such as ditches, stormwater ponds, mitigation sites, and on-site borrow areas prior to placement of any topsoil or other materials.
 - f. Interim and final surfaces of infiltration stormwater facilities.
 - g. Top surfaces (following Clearing and Grubbing if applicable) and bottom surfaces of all structure excavation areas.
 - h. Top and bottom surfaces (following Clearing and Grubbing if applicable) of other excavation items such as muck excavation, channel excavation, etc.
 - i. Top surface (following clearing, grubbing, topsoil removal, and overburden removal) and bottom surface prior to placing any backfill or topsoil at any off-site borrow source to be measured by cross section.
25. Under Item 763501 Construction Engineering, Machine Control Grading, the Contractor shall provide the Engineer a total of two (2) Rovers. Each Rover shall be of the same manufacture as the Contractor's base station, shall be dual frequency, and shall be provided with: a survey program that has the baselines of construction pre-loaded; a two (2) meter fixed height rover pole; and a clamp to affix the survey controller to the Rover pole. The contractor will be responsible for localizing each Rover on the job specific control points. The automatic level to be provided by the Contractor shall be an automatic (self-leveling) level with a minimum 25X magnification. The Contractor shall also provide a tripod for the automatic level which shall be of wood or wood and fiberglass construction (aluminum legs will not be accepted) and a 25 foot fiberglass survey rod, graduated in tenths and hundredths of a foot.
26. Unless directed otherwise by the Engineer, backfill dry undercut areas with soil material meeting Borrow, Type A and backfill wet undercut areas with soil material meeting Borrow, Type B requirements.
27. Measurement for depth of pipe trench excavation (Item 208000) will be made to the bottom of the main portion of the pipe, not the bell or spigot. Measurement for width of pipe trench excavation will be also be made 18 inches on either side, outside the main portion of pipe, not the bell or spigot. Any additional excavation required for the bell end of the pipe or for the pipe bedding is incidental to the item and will not be measured for payment.
28. When the Engineer has determined that substantial completion of the contract has been achieved, as defined by Standard Specification 101.03, for any milestones and the completion of the contract, time charges will be suspended relative to that milestone or completion of the contract and a semi-final inspection will be scheduled. If a semi-final inspection punchlist is generated for completion by the Contractor, a timeframe to complete the list will be established by the Engineer. Failure to complete the list within the required timeframe will result in the resumption of time charges relative to that milestone or completion of the contract until all items on the semi-final punchlist have been completed. Similarly, a Final Inspection will be held following completion of the semi-final punchlist. Any punchlist generated at the Final Inspection will also have a timeframe established for completion. If the Final Punchlist is not completed within the specified timeframe, time charges will again resume relative to that milestone or completion of the contract until all items on the Final Punchlist have been completed by the Contractor.

29. Construction conflicts occur when a contractor elects to use a crane of sufficient height that violates airport airspace or exceeds 200 feet in height. Contractors are responsible to conform to the appropriate FAA requirements. Contractors can check the equipment that they will be using to determine if they need to notify the FAA using the notice criteria tool at the following web address:
<https://oeaaa.faa.gov/oeaaa/external/gisTools/gisAction.jsp>
30. Concrete shall include a shrinkage reducing/compensating admixture for Items 720529-PCC Safety Barrier Permanent, Single Face and 720550-PCC Barrier, Modified. The admixture may be one product or two separate products that provide both expansion and pore water surface tension. The admixture(s) shall have the following characteristics: 1) Expands at a rate that closely compensates for the shrinkage of the concrete mix; 2) Reduces capillary surface tension of the concrete pore water; 3) Provides at least 80% shrinkage reduction as measured and documented by field performance; and 4) is formulated for use in freezing and thawing weather. All admixtures must be compatible with the overall concrete mix design. Calcium chloride is not permitted and no chemical admixtures containing more than 0.1% chloride by weight are permitted. Dosage shall be as recommended by the manufacturer. All costs shall be included in the bid price for the respective items.
31. Standard Notes for Traffic Officer Usage:
- a. For night-time closures of any road or ramp, provide one traffic officer at each closure point shown in the applicable detour plans. Traffic Officer shall be placed behind the closure barricade with the front of vehicle facing approaching traffic and all emergency lights shall be activated. Traffic Officer shall provide a report to the Contractor at the end of the day's activity identifying the number of vehicles that attempted to not follow the detour.
 - b. The Contractor shall provide three traffic officers for a four-hour period twice per month to perform speed enforcement along roadways within the project limits. At the end of the day's enforcement activity, the Traffic Officers shall provide a report to the Contractor identifying the number of vehicles stopped, number and type of citations given and the range of speeds of those vehicles stopped. Enforcement locations will be determined by the Engineer.
 - c. The Contractor shall provide one Traffic Officer for nighttime mobile pavement marking operations on Summit Bridge Road.
 - d. The Contractor shall provide one Traffic Officer for major phase change traffic switches on Summit Bridge Road.
 - e. The Contractor shall provide two Traffic Officers for any rolling road block operation in accordance with TA-35H.
 - f. See project detour plans for additional Traffic Officer requirements.
 - g. The Contractor shall provide one Traffic Officer for any operation where an existing signalized intersection is placed in flash-mode. The Traffic Officer is the only individual that can place a traffic signal in flash-mode and the Traffic Officer must stay on location until the signal is placed back in stop-and-go operation in accordance with DelDOT's Temporary Traffic Control within Intersections memorandum (www.mutcd.deldot.gov).
 - h. Additional usage of Traffic Officers outside of the above requirements shall be approved by the Engineer in consultation with the Traffic Safety Section.
32. The entire US301 mainline project from the Maryland State Line to SR1 is being constructed under multiple contracts that will be under construction concurrently with this Contract. As shown in the plans, various traffic control measures will be installed under this Contract to prevent access to the completed sections of roadway until the entire US301 mainline is ready to be open to traffic. The Contractor shall be responsible for these traffic control measures until the end of the contract completion time or until the project is accepted by the Engineer, whichever is later. The Contractor for Contract T200911303, US301 Levels Road to Summit Bridge Road, will be responsible for performing the work to open the entire US301 mainline section to traffic. If directed by the Engineer, the Contractor shall coordinate with the Contractor for Contract T200911303 to have the traffic control measures replaced with devices owned by the Contractor for Contract T200911303 so that continuous maintenance of traffic is provided. All costs associated with replacing the traffic control devices and coordinating the replacement shall be included in the unit price bid for the appropriate traffic control device and operation.

33. For stormwater management ponds, topsoiling shall be performed where seeding is specified on the stormwater management plans. The contractor shall refer to the "Pond Construction Sequence and Notes" in the contract plans for seeding limits. Any notes directing that the pond bottom is not to be seeded includes the forebay bottom as a pond bottom and since these areas are not to be seeded, they are also not to be topsoiled.
34. DelDOT does not include the boring logs, cross sections, roll plans, or hazardous materials reports as part of the official contract documents. For informational purposes only, boring logs, cross sections, roll plans, and a hazardous material report are available on the US301 Project website under the Contractor Information tab for this Contract. The website for the unofficial US301 Contractor Information is: <http://www.deldot.gov/information/projects/us301/us301Archive/ContractorInfo/index.shtml>
35. HAZARDOUS MATERIALS: Parcel 190 (TM # 13-017.00-077) has been identified as a source of hazardous materials that could potentially affect the proposed construction. A preliminary environmental review performed by Tetra Tech identified that the Site is classified by the Delaware Department of Natural Resources and Environmental Control (DNREC) as a State Superfund site (DNREC Facility ID #DE-1412 Milford Fertilizer). Tetra Tech also performed an Environmental Site Assessment of the site and concluded and recommended:

"no areas of contaminated soil at the Milford Fertilizer Site are located within the proposed DelDOT project Right-of-Way. In addition, given the depth to groundwater, it is unlikely that contaminated groundwater would be encountered during installation of any underground utilities during the project."

"Based on the boundaries of the Right-of-Way shown on the Semi-Final Plan, no additional environmental investigation or remediation activities are required for the Route 301 and Armstrong Corner Road Intersection Improvement Project because of soil and groundwater contamination issues at the Milford Fertilizer site."

However, included in the bid package is Item 202560 Contaminated Material that describes the Contractor's and Department's responsibilities in the event that contaminated materials are encountered. Two monitoring wells were within the limits of the proposed DelDOT Right-of-Way. These two monitoring wells were relocated to outside of the proposed DelDOT Right-of-Way. During the well installation, the drill cuttings and ground water generated were placed in drums and then one solid and one liquid waste characterization sample were collected and tested. The analytical results did not exhibit any evidence of contamination above DNREC-SIRS Screening Levels so the materials were disposed on site with the approval of the DNREC Project Manager.

The two abandoned wells are located right of Summit Bridge Road Sta. 29+50 and left of Marl Pit Road Sta. 124+75 and are identified as Abandon by Others. The casings for these wells were removed to a depth of one foot below existing grade and the casings filled with bentonite cement. The Contractor will be responsible for removing any additional casing within the proposed excavation with costs incidental to Item 202000.
36. Work under this contract will be performed within and adjacent to the limits of another active DelDOT project: Contract T200911303, US301, Levels Road to Summit Bridge Road. Cooperation with the Contractor for T200911303 shall be performed per Section 105.08 Cooperation between Contractors. In addition, the following areas of work under T201011301 have interfaces with work to be performed under T200911303. The prospective bidder is reminded of the requirements in Section 102.05 Examination of Plans, Specifications, Bid Proposal, and Site of Work. The expected times for the relevant work under T200911303 to be completed are identified below and shall be incorporated in work schedules for T201011301:

<u>T201011301 WORK ITEM</u>	<u>T200911303 WORK ITEM</u>	<u>ANTICIPATED T200911303 WORK COMPLETION DATE</u>
1. Drainage outfall to BMP No. 690 Summit Bridge Road Sta. 47+00 to 53+00 left.	Complete excavation of BMP No. 690 and installation of drainage outfall system.	September 30, 2016.
2. Drainage connections to facilities associated with the 12'x4' Box culvert Summit Bridge Road Sta. 53+25, including pipes across existing Summit Bridge Road.	Complete box culvert, diversion of Tax Ditch and Abandoning Existing Culvert Summit Bridge Road Sta. 54+50.	March 31, 2017.
3. Work on Armstrong Corner Road. Detours Using Armstrong Corner Road or Lane Restrictions on Marl Pit Road or Summit Bridge Road are not allowed during T200911303 closure of Armstrong Corner Road.	Closure of Armstrong Corner Road for bridge beam erection.	Anticipated Time Periods for Closure are from January 1 to January 6, 2018 and May 13 to May 18, 2018.
4. Drainage connection to manhole Summit Bridge Road Sta. 58+90 right.	Installation of manhole and pipes.	March 31, 2017.
5. Work associated with Bridge 1-470 (US301 over Summit Bridge Road):	Complete elements of work associated with Bridge 1-470:	
	a. Median Pier	April 01, 2017.
	b. North and South Abutments	December 31, 2016
Detours Using Summit Bridge Road or Lane Restrictions on Marl Pit Road or Armstrong Corner Road not allowed during T200911303 closure of Summit Bridge Road.	c. Girder Erection, including full road closure.	Anticipated Time Periods for Closure are from May 19, 2017 to May 31, 2017.
6. Summit Bridge Road Widening (T201011301 Contractor shall maintain access to the SCE's as needed by T200911303).	Install Stabilized Construction Entrances off of existing Summit Bridge Road northbound and southbound.	September 30, 2016.
7. Connector Road Paving.	Connector Road Paving.	Base Course Paving complete by September 30, 2017.

8. Connector Road lighting conduit and poles.	Connector Road lighting conduit and poles.	Activate Lighting System by August 31, 2017.
9. Connect to ITMS Conduit Summit Bridge Road Sta. 54+20 left.	Install ITMS conduit.	July 15, 2017.

37. The Completion Date for all of the work in this Contract is identified elsewhere in the Contract documents. In addition, an Interim Completion Date Milestone of three hundred and sixteen (316) Calendar Days is established for completion and acceptance by the Engineer of all work required to complete and provide power to the Toll Booth Metering Pedestal and the ITMS Metering Pedestal. If the work just described is not completed within 316 Calendar Days, then for each and every Calendar Day charged beyond the 316 Calendar Days, Liquidated Damages shall be assessed and deducted from monies due the Contractor per Section 108.08 in the amount of fifty percent (50%) of the value shown in Section 108.09 until such time as the described work is complete and accepted by the Engineer. These liquidated damages are in addition to and do not void or alter any liquidated damages that may be assessed if work for other Interim Completion Dates is not completed and accepted by the Engineer within the identified Interim Completion Date or if all of the work in the Contract is not completed and accepted by the Engineer within the identified Completion Date for the entire Contract. Interim Completion Date Milestones shall be identified in the Contractor's CPM.

38. Section 910.04.C shall be deleted and substituted with the following:

910.04.C. Outlet Structure, Concrete by Lump Sum, constructed and accepted.

Under Section 910.05, the Description and Pay Unit for Item 910007 shall be deleted and substituted with the following:

910007 Outlet Structure Lump Sum

39. Section 743.07 Travel Lane and Road Closure Restrictions shall be deleted and substituted with the following:

Travel lane, turn lane, ramp closures and/or road closures are not permitted during the following Holiday periods, unless otherwise noted in the Contract Documents:

- A. December 24 through December 27 (Christmas Day).
- B. December 31 through January 3 (New Year's Day).
- C. Friday prior to Easter through Easter Sunday.
- D. Thursday prior to Memorial Day through the Tuesday following Memorial Day.
- E. July 3 through July 5 (Independence Day).
- F. Thursday prior to Labor Day through the Tuesday following Labor Day.
- G. Wednesday prior to Thanksgiving Day through the Monday following Thanksgiving Day.

Additional time restrictions may apply as noted in the project plans or as directed by the Engineer.

40. **ROAD USER COSTS:**

- a. **TOTAL ROAD CLOSURES AND DETOURS OF ARMSTRONG CORNER ROAD AND MARL PIT ROAD** are allowed for the operations and timeframes identified in the Contract Plans. These Total Road Closures and Detours shall not be implemented at the same time. These Total Road Closures and Detours are identified to only be allowed Monday through Thursday from 9:00:00 PM to 5:00:00 AM the following morning, excluding major holiday periods and special events identified in the Contract Documents.

For any 15-minute period or portion of a 15-minute period outside of the times identified that any Total Road Closures and Detours are in effect and the restrictions that have been imposed for the Total Road Closure/Detour are not fully removed and all through and turn lanes are open to traffic the Department will assess the Contractor for Road User Costs at the rates below for each time increment or portion of a time increment. The Contractor will also be responsible for all costs for Traffic Control items that are in use outside of the allowable times identified.

TIME PERIOD	ROAD USER COST PER TIME PERIOD	
	ARMSTRONG CORNER ROAD	MARL PIT ROAD
5:00 AM – 5:14:59 AM	\$50.00	\$150.00
5:15 AM – 5:29:59 AM	\$50.00	\$150.00
5:30 AM – 5:44:59 AM	\$50.00	\$150.00
5:45 AM – 5:59:59 AM	\$50.00	\$150.00
6:00 AM – 6:14:59 AM	\$225.00	\$500.00
6:15 AM – 6:29:59 AM	\$225.00	\$500.00
6:30 AM – 6:44:59 AM	\$225.00	\$500.00
6:45 AM – 6:59:59 AM	\$225.00	\$500.00
7:00 AM – 7:14:59 AM	\$250.00	\$625.00
7:15 AM – 7:29:59 AM	\$250.00	\$625.00
7:30 AM – 7:44:59 AM	\$250.00	\$625.00
7:45 AM – 7:59:59 AM	\$250.00	\$625.00
8:00 AM – 8:14:59 AM	\$150.00	\$475 .00
8:15 AM – 8:29:59 AM	\$150.00	\$475 .00
8:30 AM – 8:44:59 AM	\$150.00	\$475 .00
8:45 AM – 8:59:59 AM	\$150.00	\$475 .00
9:00 AM – 9:14:59 AM	\$100.00	\$375.00
9:15 AM – 9:29:59 AM	\$100.00	\$375.00
9:30 AM – 9:44:59 AM	\$100.00	\$375.00
9:45 AM – 9:59:59 AM	\$100.00	\$375.00
10:00 AM – 10:14:59 AM	\$100.00	\$300.00
10:15 AM – 10:29:59 AM	\$100.00	\$300.00
10:30 AM – 10:44:59 AM	\$100.00	\$300.00

10:45 AM – 10:59:59 AM	\$100.00	\$300.00
11:00 AM – 11:14:59 AM	\$100.00	\$250.00
11:15 AM – 11:29:59 AM	\$100.00	\$250.00
11:30 AM – 11:44:59 AM	\$100.00	\$250.00
11:45 AM – 11:59:59 AM	\$100.00	\$250.00
12:00 PM – 12:14:59 PM	\$100.00	\$200.00
12:15 PM – 12:29:59 PM	\$100.00	\$200.00
12:30 PM – 12:44:59 PM	\$100.00	\$200.00
12:45 PM – 12:59:59 PM	\$100.00	\$200.00
1:00 PM - 1:14:59 PM	\$100.00	\$200.00
1:15 PM - 1:29:59 PM	\$100.00	\$200.00
1:30 PM - 1:44:59 PM	\$100.00	\$200.00
1:45 PM - 1:59:59 PM	\$100.00	\$200.00
2:00 PM - 2:14:59 PM	\$200.00	\$350.00
2:15 PM - 2:29:59 PM	\$200.00	\$350.00
2:30 PM - 2:44:59 PM	\$200.00	\$350.00
2:45 PM - 2:59:59 PM	\$200.00	\$350.00
3:00 PM - 3:14:59 PM	\$200.00	\$400.00
3:15 PM - 3:29:59 PM	\$200.00	\$400.00
3:30 PM - 3:44:59 PM	\$200.00	\$400.00
3:45 PM - 3:59:59 PM	\$200.00	\$400.00
4:00 PM - 4:14:59 PM	\$250.00	\$600.00
4:15 PM - 4:29:59 PM	\$250.00	\$600.00
4:30 PM - 4:44:59 PM	\$250.00	\$600.00
4:45 PM - 4:59:59 PM	\$250.00	\$600.00
5:00 PM - 5:14:59 PM	\$325.00	\$625.00

5:15 PM - 5:29:59 PM	\$325.00	\$625.00
5:30 PM - 5:44:59 PM	\$325.00	\$625.00
5:45 PM - 5:59:59 PM	\$325.00	\$625.00
6:00 PM - 6:14:59 PM	\$250.00	\$475.00
6:15 PM - 6:29:59 PM	\$250.00	\$475.00
6:30 PM - 6:44:59 PM	\$250.00	\$475.00
6:45 PM - 6:59:59 PM	\$250.00	\$475.00
7:00 PM - 7:14:59 PM	\$175.00	\$275.00
7:15 PM - 7:29:59 PM	\$175.00	\$275.00
7:30 PM - 7:44:59 PM	\$175.00	\$275.00
7:45 PM - 7:59:59 PM	\$175.00	\$275.00
8:00 PM - 8:14:59 PM	\$150.00	\$225.00
8:15 PM - 8:29:59 PM	\$150.00	\$225.00
8:30 PM - 8:44:59 PM	\$150.00	\$225.00
8:45 PM - 8:59:59 PM	\$150.00	\$225.00

b. **INTERMITTENT SINGLE LANE CLOSURES AND TURN LANE CLOSURES ON SUMMIT BRIDGE ROAD, ARMSTRONG CORNER ROAD AND MARL PIT ROAD** are allowed for the operations and timeframes identified in the Contract Plans. Intermittent Single Lane Closures apply whenever a through lane or any part of a turn lane at a public road intersection is closed or otherwise impeded by flagging operations for construction or for the delivery and removal of vehicles or equipment from a work area. Intermittent Single Lane Closures on Marl Pit Road, Armstrong Corner Road and Summit Bridge Road are allowed from:

- 9:00:00 AM to 3:00:00 PM Monday thru Thursday.
- 7:00:00 PM to 5:00:00 AM the following morning, Monday thru Thursday.
- Excluding major holiday periods and special events identified in the Contract Documents.

For any 15-minute period or portion of a 15-minute period outside of the times identified that any Intermittent Single Lane or Turn Lane Closures are in effect and the restrictions that have been imposed for the Single Lane or Turn Lane Closures are not fully removed and that all through and turn lanes are not open to

traffic, the Department will assess the Contractor for Road User Costs at the rates below for each time increment or portion of a time increment. The Contractor will also be responsible for all costs for Traffic Control items that are in use outside of the allowable times identified.

For Summit Bridge Road, the Road User Costs are applicable during the hours specified in the table below when the two-lane portions of Summit Bridge Road (one thru lane in each direction) are restricted to a single thru travel lane by flagging operations, or when any part of a turn lane is restricted. The Road User Costs will also be applicable in the four-lane portions of Summit Bridge Road (two thru lanes in each direction), when any part of a turn lane is restricted. Restricted turn lanes are defined as any blockage of the turn lane between the start of the turn lane taper and the intersection with a public road.

Work Zone lengths shall be measured between the points where traffic is stopped.

TIME PERIOD	ROAD USER COST PER TIME PERIOD FOR INTERMITTENT SINGLE LANE CLOSURES FOR WORK ZONES LESS THAN OR EQUAL TO 1,000.00 FEET IN LENGTH		
	SUMMIT BRIDGE ROAD	ARMSTRONG CORNER ROAD	MARL PIT ROAD
5:00 AM – 5:14:59 AM	\$150.00	\$5.00	\$5.00
5:15 AM – 5:29:59 AM	\$150.00	\$5.00	\$5.00
5:30 AM – 5:44:59 AM	\$150.00	\$5.00	\$5.00
5:45 AM – 5:59:59 AM	\$150.00	\$5.00	\$5.00
6:00 AM – 6:14:59 AM	\$450.00	\$10.00	\$15.00
6:15 AM – 6:29:59 AM	\$450.00	\$10.00	\$15.00
6:30 AM – 6:44:59 AM	\$450.00	\$10.00	\$15.00
6:45 AM – 6:59:59 AM	\$450.00	\$10.00	\$15.00
7:00 AM – 7:14:59 AM	\$950.00	\$10.00	\$15.00
7:15 AM – 7:29:59 AM	\$950.00	\$10.00	\$15.00
7:30 AM – 7:44:59 AM	\$950.00	\$10.00	\$15.00
7:45 AM – 7:59:59 AM	\$950.00	\$10.00	\$15.00
8:00 AM – 8:14:59 AM	\$400.00	\$10.00	\$10.00

8:15 AM – 8:29:59 AM	\$400.00	\$10.00	\$10.00
8:30 AM – 8:44:59 AM	\$400.00	\$10.00	\$10.00
8:45 AM – 8:59:59 AM	\$400.00	\$10.00	\$10.00
3:00 PM - 3:14:59 PM	\$1,000.00	\$10.00	\$15.00
3:15 PM - 3:29:59 PM	\$1,000.00	\$10.00	\$15.00
3:30 PM - 3:44:59 PM	\$1,000.00	\$10.00	\$15.00
3:45 PM - 3:59:59 PM	\$1,000.00	\$10.00	\$15.00
4:00 PM - 4:14:59 PM	\$1,300.00	\$10.00	\$20.00
4:15 PM - 4:29:59 PM	\$1,300.00	\$10.00	\$20.00
4:30 PM - 4:44:59 PM	\$1,300.00	\$10.00	\$20.00
4:45 PM - 4:59:59 PM	\$1,300.00	\$10.00	\$20.00
5:00 PM - 5:14:59 PM	\$1,550.00	\$10.00	\$20.00
5:15 PM - 5:29:59 PM	\$1,550.00	\$10.00	\$20.00
5:30 PM - 5:44:59 PM	\$1,550.00	\$10.00	\$20.00
5:45 PM - 5:59:59 PM	\$1,550.00	\$10.00	\$20.00
6:00 PM - 6:14:59 PM	\$700.00	\$10.00	\$15.00
6:15 PM - 6:29:59 PM	\$700.00	\$10.00	\$15.00
6:30 PM - 6:44:59 PM	\$700.00	\$10.00	\$15.00
6:45 PM - 6:59:59 PM	\$700.00	\$10.00	\$15.00

TIME PERIOD	ROAD USER COST PER TIME PERIOD FOR INTERMITTENT SINGLE LANE CLOSURES FOR WORK ZONES GREATER THAN 1,000.00 FEET IN LENGTH OR ANY TURN LANE RESTRICTIONS		
	SUMMIT BRIDGE ROAD	ARMSTRONG CORNER ROAD	MARL PIT ROAD
5:00 AM – 5:14:59 AM	\$250.00	\$5.00	\$10.00
5:15 AM – 5:29:59 AM	\$250.00	\$5.00	\$10.00
5:30 AM – 5:44:59 AM	\$250.00	\$5.00	\$10.00
5:45 AM – 5:59:59 AM	\$250.00	\$5.00	\$10.00
6:00 AM – 6:14:59 AM	\$1,400.00	\$15.00	\$30.00
6:15 AM – 6:29:59 AM	\$1,400.00	\$15.00	\$30.00
6:30 AM – 6:44:59 AM	\$1,400.00	\$15.00	\$30.00
6:45 AM – 6:59:59 AM	\$1,400.00	\$15.00	\$30.00
7:00 AM – 7:14:59 AM	\$1,750.00	\$10.00	\$25.00
7:15 AM – 7:29:59 AM	\$1,750.00	\$10.00	\$25.00
7:30 AM – 7:44:59 AM	\$1,750.00	\$10.00	\$25.00
7:45 AM – 7:59:59 AM	\$1,750.00	\$10.00	\$25.00
8:00 AM – 8:14:59 AM	\$1,350.00	\$10.00	\$20.00
8:15 AM – 8:29:59 AM	\$1,350.00	\$10.00	\$20.00
8:30 AM – 8:44:59 AM	\$1,350.00	\$10.00	\$20.00
8:45 AM – 8:59:59 AM	\$1,350.00	\$10.00	\$20.00
3:00 PM - 3:14:59 PM	\$1,950.00	\$10.00	\$20.00
3:15 PM - 3:29:59 PM	\$1,950.00	\$10.00	\$20.00
3:30 PM - 3:44:59 PM	\$1,950.00	\$10.00	\$20.00
3:45 PM - 3:59:59 PM	\$1,950.00	\$10.00	\$20.00
4:00 PM - 4:14:59 PM	\$2,150.00	\$10.00	\$30.00
4:15 PM - 4:29:59 PM	\$2,150.00	\$10.00	\$30.00
4:30 PM - 4:44:59 PM	\$2,150.00	\$10.00	\$30.00

4:45 PM - 4:59:59 PM	\$2,150.00	\$10.00	\$30.00
5:00 PM - 5:14:59 PM	\$2,450.00	\$10.00	\$30.00
5:15 PM - 5:29:59 PM	\$2,450.00	\$10.00	\$30.00
5:30 PM - 5:44:59 PM	\$2,450.00	\$10.00	\$30.00
5:45 PM - 5:59:59 PM	\$2,450.00	\$10.00	\$30.00
6:00 PM - 6:14:59 PM	\$1,550.00	\$10.00	\$20.00
6:15 PM - 6:29:59 PM	\$1,550.00	\$10.00	\$20.00
6:30 PM - 6:44:59 PM	\$1,550.00	\$10.00	\$20.00
6:45 PM - 6:59:59 PM	\$1,550.00	\$10.00	\$20.00

Road User Costs will be based on the number of 15-minute time increment(s) or portion thereof that the restrictions that have been imposed for the Lane Closure or Total Road Closure/Detour and the restrictions are not fully removed and that all through and turn lanes have been fully open to traffic.

The Engineer will be the sole approving authority as to when the restrictions have been started and when the restrictions have been removed and the required lanes have been fully open to traffic.

The charges will begin when the first restriction of traffic is imposed by the Contractor, including any restrictions needed to implement the Lane Closure or Road Closure/Detour traffic control plan, and will continue until the restrictions that have been imposed for the Lane Closure or Road Closure/Detour are fully removed, including any restrictions needed to remove the Lane Closure or Road Closure/Detour traffic control plan, and that at a minimum all through and turn lanes have been fully open to traffic. The Engineer will be the official time keeper based on the time displayed at <http://time.gov/> or other reference if mutually agreed to by the Contractor and Engineer.

Example Calculations:

For a Total Road Closure/Detour of Marl Pit Road that begins with restrictions imposed at 8:30 PM on a Monday night and the restrictions have not been removed and the required lanes have not been fully open to traffic until 5:35:00 AM the following morning:

8:30 PM to 8:44:59 PM	\$225.00
8:45 PM to 8:59:59 PM	\$225.00
5:00 AM to 5:14:59 AM	\$150.00
5:15 AM to 5:29:59 AM	\$150.00
5:30 AM to 5:44:59 AM	<u>\$150.00</u>
Total Road User Cost	\$900.00

For a Single Lane Closure on Summit Bridge Road on the two-lane portions of Summit Bridge Road (one thru lane in each direction) with a Work Zone greater than 1,000 feet with restrictions imposed at 7:00 PM on a Monday night and the restrictions have not been removed and the required lanes have not been fully open to traffic until 7:05:00 AM the following morning:

5:00 AM – 5:14:59 AM	\$250.00
5:15 AM – 5:29:59 AM	\$250.00
5:30 AM – 5:44:59 AM	\$250.00
5:45 AM – 5:59:59 AM	\$250.00
6:00 AM – 6:14:59 AM	\$1,400.00
6:15 AM – 6:29:59 AM	\$1,400.00
6:30 AM – 6:44:59 AM	\$1,400.00
6:45 AM – 6:59:59 AM	\$1,400.00
7:00 AM – 7:14:59 AM	<u>\$1,750.00</u>
Total Road User Cost	\$8,350.00

41. Updates to DelDOT’s Erosion and Sediment Control Standard Specifications and Pay Items have been issued under the Supplemental Specifications to the August 2001 Standard Specifications, as Revised November 24, 2014 and the work shall be performed with respect to these Supplemental Specifications and any other updates issued up to the date of advertisement. References in the Contract Documents to the following sections or pay items shall be understood to be performed under the corresponding revised section or pay item and the Contractor shall comply with the new specifications at no additional cost to DelDOT:

Contract Item #	Revised Item #	Item Description
202572	900501	BORROW AREA EROSION AND SEDIMENT CONTROL AND DEWATERING
202574	906005	WELL POINT SYSTEM
250000	INCIDENTAL	SEDIMENT REMOVAL
251000	905001	SILT FENCE
251001	905002	REINFORCED SILT FENCE
251502	905500	SUPER SILT FENCE
252000	905004	INLET SEDIMENT CONTROL, DRAINAGE INLET
252001	905005	INLET SEDIMENT CONTROL, CURB INLET
254000	907011	STONE CHECK DAM
255000	905003	SEDIMENT TRAP
255501	905006	INLET SEDIMENT CONTROL, CULVERT INLET
258000	907500	TEMPORARY SWALE, TYPE A-1
258001	907501	TEMPORARY SWALE, TYPE A-2
258002	907502	TEMPORARY SWALE, TYPE A-3
258004	907503	TEMPORARY SWALE, TYPE B-2
259000	907504	PERIMETER DIKE/SWALE, TYPE A-1
259001	907505	PERIMETER DIKE/SWALE, TYPE A-2
260000	907506	EARTH DIKE, TYPE A-1
260001	907507	EARTH DIKE, TYPE A-2
260003	907508	EARTH DIKE, TYPE B-1
260004	907509	EARTH DIKE, TYPE B-2
261000	907012	TEMPORARY SLOPE DRAIN, 12"
261001	907013	TEMPORARY SLOPE DRAIN, 18"
NEW	907014	TEMPORARY SLOPE DRAIN, 21"
261003	907015	TEMPORARY SLOPE DRAIN, 24"
261004	907016	TEMPORARY SLOPE DRAIN, 30"
262000	909006	STILLING WELL
263000	906003	SUMP PIT (Used to be Sump Pit, Type I)
265000	909003	GEOTEXTILE LINED CHANNEL DIVERSION
265500	909005	STREAM DIVERSION
266000	909001	SANDBAG DIKES
266001	909002	SANDBAG DIVERSIONS
268000	908023	STABILIZED CONSTRUCTION ENTRANCE
269000	909004	TURBIDITY CURTAIN, FLOATING
269001	909500	TURBIDITY CURTAIN, STAKED
270000	906001	PORTABLE SEDIMENT TANK

270500	906002	DEWATERING BAG
271000	910008	STORMWATER MANAGEMENT POND
272000	910006	OUTLET STRUCTURE
272501	910007	OUTLET STRUCTURE
272500	906004	SKIMMER DEWATERING DEVICE (Used to be Skimmer Dewatering Bag)
272503	INCIDENTAL	TRASH RACK
274000	910004	CLAY BORROW, STORMWATER MANAGEMENT POND, CUT OFFTRENCH
274001	910005	CLAY BORROW, STORMWATER MANAGEMENT POND, POND LINER
302516	910001	INFILTRATION STONE, NO.3
302517	910002	INFILTRATION STONE, NO. 8
302518	910003	INFILTRATION STONE, NO. 57
718513	910009	INFILTRATION TRENCH
732000	908003	TOPSOIL, 4" DEPTH
732002	908004	TOPSOIL, 6" DEPTH
732003	908005	TOPSOIL, 12" DEPTH
732004	908001	TOPSOIL (TON)
732005	908002	TOPSOIL (CY)
732509	910500	BIORETENTION SOIL, MIX I
733001	908009	TOPSOILING, 4" DEPTH
733002	908010	TOPSOILING, 6" DEPTH
733003	908011	TOPSOILING, 8" DEPTH
733004	908007	TOPSOILING
733006	908012	TOPSOILING, 12" DEPTH
733007	908008	TOPSOILING, 2" DEPTH
733008	908013	TOPSOILING, 18" DEPTH
734013	908014	PERMANENT GRASS SEEDING, DRY GROUND
734015	908015	PERMANENT GRASS SEEDING, WET GROUND
734016	908016	PERMANENT GRASS SEEDING, SUBDIVISION
734017	908017	TEMPORARY GRASS SEEDING
734521	908503	WETLAND MITIGATION GRASS SEEDING
734531	908019	STREAMBANK SEED MIX
734551	908501	NATIVE GRASS SEEDING: NO MOW MIX
734552	908502	WET GROUND EROSION CONTROL GRASS SEEDING - FLATS
734553	908503	WETLAND MITIGATION GRASS SEEDING

734554	908505	MEADOW ESTABLISHMENT & WILDFLOWER SEEDING, MARYLAND
734555	908506	TEMPORARY VEGETATIVE STABILIZATION, MARYLAND
734556	908507	PERMANENT VEGETATIVE STABILIZATION, MARYLAND
734557	908508	RIPARIAN SEED MIX, STREAM RESTORATION
735535	908020	EROSION CONTROL BLANKET MULCH
735536	908021	TURF REINFORCEMENT MATTING, TYPE I
735537	908022	TURF REINFORCEMENT MATTING, TYPE II
735538	908504	COIR FIBER MATTING
735542	908509	FABRIC ENCAPSULATED SOIL LIFT
737503	<i>In 2A for Levels Site</i>	BEDDING FOR REFORESTATION

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Contract No.T201011301.01
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 Standard Specifications; the Special Provisions; notes on the Plans; this Bid Proposal; and any addenda thereto, shall govern the work to be performed under this contract.

CLARIFICATIONS:

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

ATTESTING TO NON-COLLUSION:

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

QUANTITIES:

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

EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

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

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

During the performance of this contract, the contractor agrees as follows:

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

3. The contractor will ensure employees receive equal pay for equal work, without regard to sex. Employee pay differential is acceptable if pursuant to a seniority system, a merit system, a system which measures earnings by quantity or quality of production, or if the differential is based on any other factor other than sex.

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.

SUBCONTRACTOR LICENSE: 29 DEL. C. §6967:

(c) Any contractor that enters a public works contract must provide to the agency to which it is contracting, within 30 days of entering such public works contract, copies of all occupational and business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the contractor entered the public works contract the occupational or business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

DIFFERING SITE CONDITIONS,

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

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

Upon written notification, the engineer will investigate the conditions, and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of his/her determination whether or not an adjustment of the contract is warranted.

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

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

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

Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the

suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The engineer will notify the contractor of his/her determination whether or not an adjustment of the contract is warranted.

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

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

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

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

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

- (A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or
- (B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

CONFLICT WITH FEDERAL STATUTES OR REGULATIONS:

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

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

FEDERAL LABOR AND EMPLOYMENT REQUIREMENTS

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

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

CONVICT PRODUCED MATERIALS:

- (a) Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if such materials have been:

- (1) Produced by convicts who are on parole, supervised release, or probation from a prison or
- (2) Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal-aid highway construction during the 12-month period ending July 1, 1987.

(b) Qualified prison facility means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in Federal-aid highway construction projects.

TO REPORT BID RIGGING ACTIVITIES:

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

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

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

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

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

Goals for Minority Participation In
Each Trade

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

Goals for Female Participation In
Each Trade

6.9% (Entire State)

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

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

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

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TRAINING SPECIAL PROVISIONS

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

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

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

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

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

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

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Department of Highways and Transportation and the Federal Highway Administration. The Department of Highways and Transportation and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work the classification covered by the program. It is the intention of these provisions that the training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some off-site training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

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

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

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

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

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INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT
& TRANSPORTATION EQUITY ACT

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM SPECIFICATION

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

The following definitions apply to this subpart:

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

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

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

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

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

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

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

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

- (i) Black Americans which includes persons having origins in any of the Black racial groups of Africa;
- (ii) Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- (iii) Native Americans which includes persons who are American Indians, Eskimos, Aluets, or Native Hawaiians;

- (iv) Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- (v) Subcontinent Asian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- (vi) Women;
- (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

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

Disadvantaged Business Enterprise 15 % 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 seven (7) calendar days after the bid opening, executed originals of each and every DBE subcontract to satisfy contract goals consistent with the DBE Program Assurance submitted as part of the bid package.

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

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

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

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CRITICAL DBE REQUIREMENTS

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

1. In the event that the bidder cannot meet the DBE goal as set forth in this specification, he/she shall at the time of bid submit to the Department that percentage of the DBE Goal that will be met, if any, on the written and notarized assurance made a part of this contract. The contractor shall also at the time of bid submit all documentation that the contractor wishes to have the Department consider in determining that the contractor made a Good Faith Effort to meet contract DBE Goals. The Department will not accept Good Faith Effort documentation other than on the scheduled date and time of the bid opening. However, the Department may ask for clarification of information submitted should the need arise.
2. A bid which does not contain either a completely executed DBE Program Assurance and/or Good Faith Effort documentation, where appropriate, shall be declared non-responsive and shall not be considered by the Department.

3. Failure of the apparent low bidder to present originals of all DBE subcontracts to substantiate the volume of work to be performed by DBE's as indicated in the bid within seven (7) 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.
8. In accordance with 49 CFR 26.53(f)(1), DelDOT requires that a prime contractor not terminate a DBE subcontractor without prior written consent from the DelDOT Civil Rights Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

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GUIDANCE FOR GOOD FAITH EFFORT

When the DBE Goals established for a contract by 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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REQUIRED CONTRACT PROVISIONS - FEDERAL-AID CONSTRUCTION CONTRACTS
(Exclusive of Appalachian Contracts)

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

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

I. GENERAL

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

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

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

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

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

II. NONDISCRIMINATION

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

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

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

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

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

- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
 - c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:
 - a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
 - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
 - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
 - a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
 - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
 - b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
10. Assurance Required by 49 CFR 26.13(b):
- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
 - b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
 - b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

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

3. Payrolls and basic records

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

- b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
4. Apprentices and trainees
- a. Apprentices (programs of the USDOL).

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

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

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

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

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

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

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

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

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT).
Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.
5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. Certification of eligibility.
 - a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
 - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
 - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers,

and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an

explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

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

* * * * *

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

* * * * *

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

* * * * *

CARGO PREFERENCE ACT (NEW)

Requirements in the Federal-aid Highway Program

(a) Agreement Clauses. “Use of United States-flag vessels:

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(b) Contractor and Subcontractor Clauses. “Use of United States-flag vessels: The contractor agrees—

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

NOTE:

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

* * * * *

BUY AMERICA (NEW)

Requirements in the Federal-aid Highway Program

By signing and submitting this proposal, the bidder certifies that:

In accordance with 23 U.S.C, 313 and 23 CFR 635.410, all iron and steel materials permanently incorporated into this project will be produced in the United States and that all manufacturing processes involving these materials will occur in the U.S, except that a minimal amount of foreign steel or iron materials may be used, provided the cost of the foreign materials does not exceed 0.1 percent of the total Contract cost or \$2,500.00, whichever is greater. If such minimal amount of foreign steel is used, the Contractor shall maintain a record of the costs to ensure that the allowable limit is not exceeded. This documentation shall be presented to the Department upon request.

At the Department's request, I/we will provide manufacturer's/supplier's documentation verifying domestic origin as defined in the Specifications. All Materials accepted on the basis of such Certificate of Compliance may be sampled by the Department and tested at any time. Use of Material on the basis of Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating Material in the Project conforming to the requirements of the Contract. Any Material not conforming to such requirements will be subject to rejection whether in place or not. The Department reserves the right to refuse to permit the use of Material on the basis of Certificate of Compliance.

* * * * *

APPENDICES TO THE TITLE VI ASSURANCE

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (Federal Highway Administration (FHWA), or Federal Transit Authority (FTA)), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts and the Regulations, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration (FHWA), or Federal Transit Authority (FTA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration (FHWA), or Federal Transit Authority (FTA), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration (FHWA), or Federal Transit Authority (FTA) may determine to be appropriate, including, but not limited to:
 - withholding payments to the contractor under the contract until the contractor complies;
 - and/or cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through five in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts and the Regulations . The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration (FHWA), or Federal Transit Authority (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor or consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,(42 U.S.C. § 460 D), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982,(49 USC §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964,The AgeDiscrimination Act of 1975and Section 504 of the Rehabilitation Act of 1973,by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. S 41123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs; policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

* * * * *

PREVAILING WAGES

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

REQUIREMENT BY DEPARTMENT OF LABOR FOR SWORN PAYROLL INFORMATION

Title 29 Del.C. §6960 stipulates;

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

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

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

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

PREVAILING WAGE REQUIREMENTS

It is DeIDOT'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

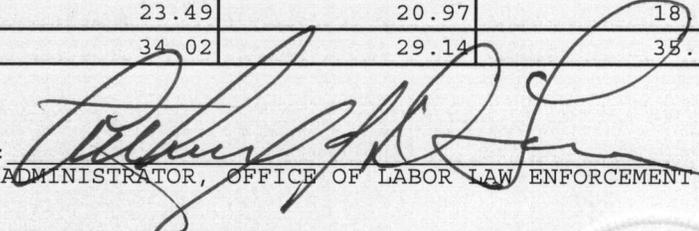
Mailing Address:
225 CORPORATE BOULEVARD
SUITE 104
NEWARK, DE 19702

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

PREVAILING WAGES FOR HIGHWAY CONSTRUCTION EFFECTIVE MARCH 15, 2016

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
BRICKLAYERS	50.49	50.49	14.98
CARPENTERS	52.81	52.81	41.97
CEMENT FINISHERS	31.10	30.96	26.79
ELECTRICAL LINE WORKERS	23.23	44.82	21.94
ELECTRICIANS	65.10	65.10	65.10
IRON WORKERS	43.56	24.64	26.17
LABORERS	33.59	39.35	38.63
MILLWRIGHTS	16.63	16.14	13.93
PAINTERS	63.14	63.14	63.14
PILEDRIVERS	68.57	24.52	27.82
POWER EQUIPMENT OPERATORS	41.90	40.89	29.07
SHEET METAL WORKERS	23.49	20.97	18.99
TRUCK DRIVERS	34.02	29.14	35.50

CERTIFIED: 10/27/16

BY: 

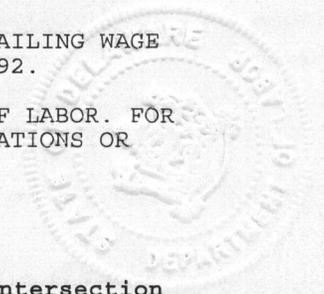
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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: T201011301.01 Summit Bridge Road and Armstrong Corner Road Intersection Improvements , New Castle County



Superseded General Decision Number: DE20160020

State: DELAWARE

Construction Type: HIGHWAY

COUNTY: New Castle County in Delaware

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rates listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date	
0	06/17/2016	

SUDE2016-002	04/23/2015	
	Rates	Fringes
Bricklayer	50.49	
Carpenter	52.81	
Cement Mason/Concrete Finisher	31.10	
ELECTRICIAN		
Electrician	65.10	
Line Worker	23.23	
Ironworker	43.56	
Laborer	33.59	
Millwright	16.63	
Painter	63.14	
Power Equipment Operator:		
Piledriver	68.57	
Power Equipment Operator	41.90	
Sheet Metal Worker	23.49	
Truck Driver	34.02	

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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than “SU” or “UAVG” denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under an “SU” identifier indicated that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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

NOTE:

PLEASE NOTE revised Supplemental Specifications to the August 2001 Standard Specifications were issued November 24, 2014 and apply to this project. They can be [viewed here](#) and at www.deldot.gov.

SPECIFICATIONS: The Department is currently updating the August 2001 Specifications for Road and Bridge Construction. Through this update, some Divisions were renumbered and some new ones were created and added. The *Specifications Note* document is for the use by the bidders to reference the new numbers to the past numbers used for bidding purposes on previous Department contracts.

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 link for the posting is http://www.deldot.gov/information/business/bids/asphalt_cement_english.shtml.

The Project Asphalt Cement Base Price will be the Delaware Posted Asphalt Cement Price in effect on the date of advertisement.

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 using the weight of eligible asphalt that is shown on the QA/QC pay sheets as a percentage for the delivered material.

If the mix was not inspected and no QA/QC pay sheet was generated, then the asphalt percentage will be obtained from the job mix formula for that mix ID.

The asphalt percentage eligible for cost adjustment shall only be the virgin asphalt cement added to the mix.

There shall be no separate payment per ton cost of asphalt cement. That cost shall be included in the various unit prices bid per 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 per ton for the project will be the Delaware Posted Asphalt Cement Price in effect on the date of project advertisement.

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 or more of hot-mix bid quantity in case of Sections 401, 402 and 403; and 15,000 gallons or more in case of Sections 304, 404 and 405.

5/05/15

202515 - COMPACTING INSITU MATERIAL

Description:

Compacting in situ material shall consist of pre-grading and compacting in-place soils which conform to the requirements of Subsection 209.04. Material for use as a component of the pavement section shall be compacted in accordance with Subsection 202.05. Material for use as a footing subgrade shall be compacted in accordance with Subsection 207.05.

Construction Methods:

Borrow Type A:

The in-place soils, after being tested by DelDOT and found to be in conformance with the requirements of Borrow, Type A for the depth specified shall be initially graded to an elevation sufficiently above (approx. 2-inches) the planned top elevation of Borrow, Type A to provide an acceptable surface elevation when properly compacted.

Following the initial grading operations, the in-place soils shall be scarified, plowed, or otherwise acceptably loosened for a depth of 4 to 6 inches unless otherwise directed by the Engineer. The in-place soils shall then be compacted with a sheepsfoot roller commencing at the edges of the Borrow, Type A and progressing toward the center. Compaction shall continue until the roller acceptably "walks out" of the soil. Compaction tests to evaluate the lower portion of the Borrow, Type A shall then be made by the Department. Providing acceptable compaction of the lower portion is obtained, the remaining Borrow, Type A shall be graded and rolled with an approved smooth steel wheel roller, or approved alternate, until this portion of the Borrow, Type A has been acceptably compacted.

Borrow, Type A for the depth specified shall be compacted to 95% of the maximum dry density as outlined in Subsection 202.05 of the Standard Specifications. If an adjustment of the moisture content is necessary to obtain the required compaction, water shall be incorporated as directed by the Engineer.

Borrow Type C:

The in-place soils, after being tested by DelDOT and found to be in conformance with the requirements of Borrow, Type C, shall be initially graded to an elevation sufficiently above (approx. 2 inches) the planned bottom of footing.

Following the initial grading operations, the in-place soils shall be compacted with a sheepsfoot roller to densify the lower portion of the subgrade soils to the satisfaction of the Engineer. Compaction tests to evaluate the lower portion of the subgrade shall be made by the Department. The footing area shall then be regraded and the upper portion of subgrade soils compacted with a vibratory steel-wheel roller. Compaction tests to evaluate this portion of the subgrade shall be made by the Department.

Subgrade shall be compacted to 95% of the maximum dry density determined, as outlined in Subsection 202.05 of the Standard Specifications. If an adjustment of the moisture content is necessary to obtain the required compaction, water shall be incorporated as directed by the Engineer.

Method of Measurement:

The quantity of compacting in situ material to be paid under this item shall be the number of square yards within the lines and grades shown on the plans and accepted by the Engineer.

Basis of Payment:

The quantity of compacting in situ material, as measured above, shall be paid at the contract unit bid price per Square Yard for compacting of in situ material, which price and payment shall be full compensation for furnishing all labor, tools, equipment, etc. for preparation, grading, scarification, moisture adjustment, blending, compaction, and other incidentals necessary to complete the item.

11/23/11

202555 - SUBSOIL TILLAGE

Description:

Subsoil Tillage shall consist of conducting deep tillage in areas designated on the plans or as directed by the Engineer. Unless indicated on the plans, the depth of tillage shall be twenty-four inches vertical.

Materials:

The subsoiler used in the work shall be specially designed for subsoil tillage. All subsoilers and tractors utilized are subject to approval by the Department. Within thirty days, the Contractor shall supply the Department with the name and model number of the subsoiler and tractor, and the subsoiler and tractor manufacturer's guidelines related to equipment size, power and drawbar pounds pull. Plows or disks shall not be utilized for this work.

The subsoiler shall have a minimum net weight of 6500 pounds. Unless specified on the plans, the subsoiler shall have the capability of operating with a minimum of five steel shanks, and the distance between adjacent shanks shall not exceed thirty (30) inches. Unless specified on the plans or directed by the Engineer, the maximum number of shanks as designed for the subsoiler shall be utilized when conducting this work. Each steel shank shall have the minimum dimensions of one and one-half inches by seven and one-half inches by thirty inches (1½ x 7½ x 30). Larger shanks are acceptable. The minimum vertical tillage depth shall be twenty-four (24) inches as measured by field performance, as determined solely by the Engineer. Each shank shall be equipped with replaceable steel points.

A crawler-tracked tractor shall be utilized for the subsoiling operations. The tractor shall conform to the subsoiler and tractor manufacturer's recommendations as to minimum size, power and drawbar pounds pull for the subsoiler with reference to specified tillage depth, soil texture and soil conditions. The tractor shall have the hydraulic lines and characteristics necessary for proper operation of the subsoiler as designed and recommended by the manufacturer. It shall be the Contractor's responsibility to ensure that all equipment possesses sufficient power and is of appropriate design and weight distribution to complete the subsoiling operations.

Construction Methods:

Subsoil tillage shall be performed within the areas shown on the plans. Unless directed by the Engineer or indicated on the plans, the subsoiling operation shall be conducted in two series of passes, with the second series of passes being made perpendicular to the first series or as directed by the Engineer. The distance between parallel passes of the same series shall not exceed the distance between the individual shanks. Unless directed by the Engineer, the subsoiler shall be operated at a speed of four to five (4-5) miles per hour. If shown on the plans, the subsoil tillage shall be conducted during the specified period. Commencement of the subsoiling operations shall begin within seven (7) days of the direction by the Engineer and completed within fourteen (14) days.

Method of Measurement:

The quantity of Subsoil Tillage will be measured by the number of square yards accepted to the limits shown on the Plans, conforming to all the requirements of these specifications, complete and accepted.

Basis of Payment:

The item Subsoil Tillage will be paid for at the Contract unit price per square yard and accepted, which price and payment shall constitute full compensation for all labor, equipment, tools and incidentals necessary to complete the work.

7/20/15

202560 - CONTAMINATED MATERIAL

Description:

Contaminated Material is defined as solids or liquids (including soil) potentially contaminated with a hazardous substance, requiring special handling and/or disposal per state or federal regulation.

This work describes the excavation, removal and treatment/disposal of contaminated materials resulting from project construction including utility and other types of excavation activities in accordance with the locations and notes on the Plans, and as directed by the Engineer or the Department's environmental representative. The Contractor will be notified of the Department's environmental representative at the pre-construction meeting.

Overview of Costs:

Potential contaminated solids may affect contractor's costs as follows;

Additional cost to normal excavation requirements:

- Cost of 8 mil plastic for placement under and over solid contaminated material,
- Maintaining the segregated contaminated solids staging area.

Reduced cost to normal excavation requirements:

- Not required to, or charged for, transport of contaminated material from site.
- Not required to, or charged for, disposal of contaminated soil.

Potential contaminated liquids will affect contractor's cost as follows;

Additional cost to normal excavation requirements:

- None

Reduced cost to normal excavation requirements:

- None

Construction Methods and Responsibilities:

Contractor's Responsibilities for potential contaminated solids:

The Contractor shall be responsible for providing the appropriate equipment and personnel necessary to excavate, stage, and load contaminated material for off-site disposal, as identified from previous site environmental investigations or identified during construction activities. The work will be performed in accordance with the procedures described in the site specific "Contaminated Material and Water Removal Work Plan" prepared by the Department's environmental representative. The Department will provide a copy of this plan after the project is awarded and before any work begins. The Contractor shall adhere to applicable Occupational Safety and Health standards, Guidelines and/or Laws. This will include compliance with 29 CFR Part 1910.

After award of the Contract, the Contractor shall immediately be responsible for notifying the Department's HAZMAT Program Manager's office (760-2463) for scheduling coordination with the environmental representative. The contractor shall submit a proposed schedule of work to the Department for review and approval prior to any commencement of work on this site. The Contractor is required to perform to a high standard of workmanship to assure protection of workers, local water supplies, and the environment. The Contractor shall coordinate with the utility companies prior to excavation. The Department's environmental representative shall be present during all phases of work associated with the excavation and removal of potentially contaminated material. Payment will not be made for any work done when a Department approved Inspector or environmental representative is not present to provide environmental oversight.

Specific tasks to be performed by the Contractor will include excavating soil per the project specifications. The Contractor will segregate "contaminated" soil as designated by the Department or their environmental representative, from "clean" soil and place the "contaminated" soil in a designated on-site staging area constructed by the Contractor. At a minimum the staging area needs to be lined with 8-mil plastic and a berm constructed to minimize storm water run-off. The "contaminated" soil will need to be covered by the Contractor at the end of each work day. The Contractor will be responsible for loading contaminated soil onto trucks arranged by the Department's environmental representative on the days the contaminated soil is shipped off-site to a licensed disposal/treatment facility. The Contractor will backfill and compact the excavated area(s) according to the project specifications and payment will be made under that item of the Contract.

Department's Responsibilities:

The Department is responsible for providing and paying; the environmental representative; the transportation of contaminated material for disposal; and the disposal of contaminated material.

The "Contaminated Material and Water Removal Work Plan" will identify; the procedures to be used to excavate and stage the contaminated material; the licensed treatment/disposal facility where the Department will ship the contaminated material; the method the material will be transported to the treatment/disposal facility; and any additional health and safety requirements for site personnel.

The Department's environmental representative will conduct a health and safety briefing prior to commencement of activities on the sites to insure an understanding of all applicable standards, guidelines, laws, procedures, etc. consistent with the successful completion of this type of activity. The Department's environmental representative will conduct air monitoring during any excavation activities at the site to identify and mitigate fire, explosion and vapor hazards.

The Department's environmental representative shall coordinate the excavation activities with all applicable local, state, and federal environmental regulatory agencies. The Department's environmental representative will also oversee the excavation, removal and treatment/disposal of the material in the designated area(s) and perform such tests as field screening for soil contamination utilizing vapor monitoring techniques and collect soil samples for laboratory analysis to meet the requirements of the treatment/disposal facility, DNREC and/or the USEPA. The Department's environmental representative's personnel will subcontract with the disposal/treatment facility to provide transportation and disposal/treatment of all contaminated materials to be removed as part of the project. The Department's environmental representative is responsible for measuring the quantity of contaminated material removed, via certified scale weights, for the Department's records.

Method of Measurement:

The quantity of contaminated material will not be measured. It will be included in the excavation quantity.

Basis of Payment:

No additional payment will be made for the handling of contaminated material included in the excavation quantities. Contractor's costs for handling contaminated material as described herein are to be included in the standard excavation pay items included in this contract, and will constitute full compensation for excavation, constructing and maintaining the segregated soil staging area, placement of the contaminated soil in the staging area, providing plastic and daily covering of the segregated soil staging area, and loading of contaminated soil for removal by the Department.

This item is a contingency item and the Department reserves the right to delete from the Contract. The Contractor shall make no claims for additional compensation because of deletion of the item.

04/04/2014

211521 – ABANDONMENT OF WELLS

Description:

This work shall consist of furnishing equipment, materials, and labor to seal geotechnical monitoring wells previously installed within the limits of the construction included in this contract. This item shall only be used when specified in the Contract Documents or as directed by the Department. The wells to be removed in this contract are designated on the Construction Plans. The location of the wells shown on the drawings is approximate and must be verified by the Contractor.

Submittals:

(a) Master Well Driller's Certificate. Twenty (20) working days prior to abandoning the monitoring well the Contractor will submit to the Department the Master Well Driller's Certificate for review.

(b) Abandoned Well Report. When the well has been abandoned, the person abandoning it, shall notify the Approving Authority of this action by completing an Abandoned Well Report form provided by the Approving Authority. This report shall be submitted not later than 30 days after abandonment of the well or test hole. A copy of the Abandoned Well Report and the transmittal shall be submitted to the Engineer within 30 days after abandonment.

Materials:

Materials for well sealing including concrete, Portland cement grout, sodium-based bentonite clay grout, and other materials approved by the Department shall be in accordance with the Delaware Regulations Governing the Construction and Use of Wells, 1997.

Drill cuttings, clay, silt, sand, gravel, and crusher run are considered fill material and may only be used in the abandonment of wells in accordance with Section 9.03 of the Regulations.

Portland cement grout and sodium-base bentonite clay grout shall meet the requirements of 4.07(J) (1) and (2) of the Regulations.

Construction Methods:

Abandonment of Wells shall be in accordance with the Delaware Regulations Governing the Construction and Use of Wells, 1997. Prior to the well abandonment, the Contractor shall verify the location, diameter, depth, and condition of the well and the type of construction. Well abandonment shall be performed by a master well driller licensed by the Delaware State Board of Well Drillers.

Method of Measurement:

Abandonment of Wells will be measured per Each well abandoned, including sealing the monitoring well and furnishing all material, labor, equipment, tools, and incidentals necessary to complete the work.

Basis of Payment:

Abandonment of Wells will be paid for at the Contract unit price per Each well abandoned. The payment will be full compensation for furnishing and sealing the monitoring well and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

7/10/12

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' (300 m) 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 sheepsfoot 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

401699 - QUALITY CONTROL/QUALITY ASSURANCE OF BITUMINOUS CONCRETE

.01 Description

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

.02 Bituminous Concrete Production – Quality Acceptance

(a) Material Production - Tests and Evaluations.

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

Supply and capture samples, as directed by the Engineer under the purview of the Engineer from delivery trucks before the trucks leave the production plant. Hand samples to the Engineer to be marked accordingly. The sample shall represent the material produced by the Contractor, and shall be of sufficient size to allow the Engineer to complete all required acceptance tests. The Engineer will direct the Contractor when to capture these samples, on a statistically random, unbiased basis, established before production begins each day based upon the anticipated production tonnage. The captured sample shall be from the Engineer specified delivery truck. The Contractor may visually inspect the specified delivery load during sampling and elect to reject the load. If the contractor elects to reject the specified delivery truck, each subsequent load will be inspected until a visually acceptable load is produced for acceptance testing. All visually rejected loads shall not be sent to a Department project.

The first sample of the production day will be randomly generated by the Engineer between loads 0 and 12 (0-250 tons). Subsequent samples will be randomly generated by the Engineer on 500-ton sub-lots for the production day. Samples not retrieved in accordance with the Contractor's QC plan will be deemed unacceptable and may be a basis for rejection of material produced. Parallel tests or dispute resolution tests will only be performed on material captured at the same time and location as the acceptance test sample. Parallel test samples or Dispute Resolution samples will be created by splitting a large sample or obtaining multiple samples that equally represent the material. The Engineer will perform all splitting and handling of material after it is obtained by the Contractor.

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

The Engineer will evaluate and accept the material on a lot basis. All the material within a lot shall have the same JMF (mixture ID). The lot size shall be targeted for 2000 tons or a maximum period of three days, whichever is reached first. If the 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 and Determining the Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyrotory Compactor
- AASHTO T166, Method C (Rapid Method) - Bulk Specific Gravity of Compacted Hot Mix Asphalt (HMA) Using Saturated Surface Dry Specimens
- AASHTO T308 - Determining the Asphalt Binder Content of Hot Mix Asphalt (HMA) by the Ignition Method
- AASHTO T30 - Mechanical Analysis of Extracted Aggregate
- AASHTO T209 - Theoretical Maximum Specific Gravity and Density of Hot Mix Asphalt (HMA)
- ASTM D7227 - Standard Practice for Rapid Drying of Compacted Asphalt Specimens using Vacuum Drying Apparatus

(b) Pavement Construction - Tests and Evaluations.

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

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

The exempt areas around manholes will be a maximum of 4 feet transversely on either side from the center of the manhole, and 20 feet longitudinally on either side from the center of the manhole. The exempt areas around driveway entrances shall be the entire width of the driveway, and 3 feet from the edge of the longitudinal joint next to the driveway. Areas of exemption that will be cored for informational purposes only include: areas where the mat thickness is less than three times the nominal maximum aggregate size as

directed by the Engineer, violations of Section 401.08 in the Standard Specifications as directed by the Engineer, and areas shown to contain questionable subgrade properties as proven by substantial yielding under a fully legally loaded truck. Failure to obtain core samples in these areas will result in zero payment for compaction regardless of the exempt status.

The Engineer will evaluate and accept the compaction work on a daily basis. Payment for the compaction will be calculated by using the material production lots as referenced in **.02 Acceptance Plan (a) Material Production - B Tests and Evaluation** and analyzing the compaction results over the individual days covered in the material production lot. The compaction results will be combined with the material results to obtain a payment for this item.

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

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

Testing locations will be a minimum of 1.0 feet from the newly placed longitudinal joint and 50 feet from a new transverse joint.

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

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

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

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

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

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

- AASHTO T166, Method C (Rapid Method) – Bulk Specific Gravity of Compacted Hot Mix Asphalt (HMA) Using Saturated Surface Dry Specimens
- AASHTO T209 - Theoretical Maximum Specific Gravity and Density of Hot Mix Asphalt
- ASTM D7227 - Standard Practice for Rapid Drying of Compacted Asphalt Specimens using Vacuum Drying Apparatus

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

.03 Payment and Pay Adjustment Factors.

The Engineer will determine pay adjustments for the bituminous asphalt item(s) in accordance with this specification. The Engineer will determine a pay adjustment factor for the material produced and a pay adjustment factor for the pavement construction.

Pay adjustments for material and construction will be calculated independently. When the pay adjustment calculation for either material or construction falls to zero payment per tables 4, 5, or 5a, the maximum pay adjustment for the other factor will not exceed 100.

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

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

(a) Material Production - Pay Adjustment.

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

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

Using the JMF target value, the single test tolerance (from Table 2), and the test values, the Engineer will use the following steps to determine the material pay adjustment factor for each lot of material:

1. For each parameter, calculate the mean value and the standard deviation of the test values for the lot to the nearest 0.1 unit.
2. For each parameter, calculate the Upper Quality Index (QU):

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

$$QL = ((\text{mean value}) - (\text{JMF target}) + (\text{single test tolerance})) / (\text{standard deviation}).$$
4. For each parameter, locate the values for the Upper Payment Limit (PU) and the Lower Payment Limit (PL) from Table 3 - Quality Level Analysis by the Standard Deviation Method. (Use the column for "n" representing the number of sublots in the lot. Use the closest value on the table when the exact value is not listed).
5. Calculate the PWL for each parameter from the values located in the previous step:

$$\text{PWL} = \text{PU} + \text{PL} - 100.$$
6. Calculate each parameter's contribution to the payment adjustment by multiplying its PWL by the weight factor shown in Table 2 for that parameter.
7. Add the calculated adjustments of all the parameters together to determine the Composite PWL for the lot.
8. From Table 4, locate the value of the Pay Adjustment Factor corresponding to the calculated PWL. When all properties of a single test are within the single test tolerance of Table 2, Pay Adjustment factors shall be determined by Column B. When any property of a single test is outside of the Single Test Tolerance parameters defined in Table 2, the Material Pay Adjustment factor shall be determined by Column C.
9. For each lot, determine the final material price adjustment:

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

In lieu of being assessed a pay adjustment penalty, the Contractor may choose to remove and replace the material at no additional cost to the Department. When the PWL of any material parameter in Table 2 is below 60, the Engineer may require the removal and replacement of the material at no additional cost to the Department. Test results on removed material shall not be used in calculation of future PWL calculations for Mixture ID. The test results from the Engineer on production that is less than 100 tons will be combined with the two most recently completed Engineer tests with the same Mixture ID to calculate payment for the lot encompassing the single test. If that cannot be accomplished, the approved JMF will be used to calculate payment for the lot encompassing the single test. Payment for previously closed lots will not be affected by the analysis.

When a sample is outside of the allowable single test tolerance for any Materials criteria in Table 2, that sample will be isolated. For payment purposes, the test result of the out of acceptable tolerance sample will be combined with the two previous acceptable samples of the same JMF and analyzed per this specification. The material that is considered out of the acceptable tolerance will only include the material within the represented sub-lot (i.e., a maximum of 500 tons). If the previous acceptable test result is from the previous production day, only the material produced on the second production day will be considered out of tolerance. All future sub lots will not include the isolated test. The pay factors for the out of tolerance sample lot will be calculated using column C of table 4.

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

Table 3 - 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
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

Table 3 - 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
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 4 - PWL Pay Adjustment Factors		
PWL	Pay Adjustment Factor (%) Column B	Pay Adjustment Factor (%) Column C
100	+5	0
99	+4	-1
98	+3	-2
97	+2	-3
96	+1	-4
95	0	-5
94	-1	-6
93	-2	-7
92	-3	-8
91	-4	-9
PWL<91	PWL - 100	PWL - 100

(b) Pavement Construction - Pay Adjustments.

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

- Degree of compaction of the in-place material

Using the test values for the cores, the Engineer will use the following steps to determine the pavement construction pay adjustment for each lot of work. .

1. Calculate the core bulk specific gravity values from the subplot tests values, to the nearest 0.001 unit. Obtain the Theoretical maximum Specific Gravity values from the corresponding laboratory subplot tests.
2. Calculate the Degree of Compaction:
Degree of Compaction =
((Core Bulk Specific Gravity) / (Theoretical Maximum Specific Gravity)) x 100% recorded to the nearest 0.1%.
3. The average compaction for the sublots shall be averaged together for the compaction level of the lot. The lots compaction test level shall be averaged and recorded to the nearest whole percent.

4. Locate the value of the Payment Adjustment Factor corresponding to the calculated degree of compaction from Table 5 or Table 5a.
5. Determine the pavement construction price adjustment by using the following formula:

$$\text{Construction Pay adjustment} = (\text{Lot Quantity}) \times (\text{Bid Price}) \times (\text{Pay Adjustment Factor}) \times 30\%.$$

Table 5: Compaction Price Adjustment Highway Locations		
Degree of Compaction (%)	Range	Pay Adjustment Factor (%)
≥ 97.0	≥ 96.75	-100*
96.5	96.26 – 96.74	-5
96.0	95.75 – 96.25	-3
95.5	95.26 – 95.74	-2
95.0	94.75 – 95.25	0
94.5	94.26 – 94.74	0
94.0	93.75 – 94.25	1
93.5	93.26 – 93.74	3
93.0	92.75 – 93.25	5
92.5	92.26 – 92.74	3
92.0	91.75 – 92.25	0
91.5	91.26 – 91.74	0
91.0	90.75 – 91.25	-5
90.5	90.26 – 90.74	-15
90.0	89.75 – 90.25	-20
89.5	89.26 – 89.74	-25
89.0	88.75 – 89.25	-30
88.5	88.26 – 88.74	-50
≤ 88.0	≤ 88.25	-100*

* or remove and replace it at Engineer's discretion

Table 5A: Compaction Price Adjustment Other¹ Locations		
Degree of Compaction	Range	Pay Adjustment Factor (%)
≥ 97.0	≥ 96.75	-100*
96.5	96.26 – 96.74	-5
96.0	95.75 – 96.25	-3
95.5	95.26 – 95.74	-2
95.0	94.75 – 95.25	0
94.5	94.26 – 94.74	0

94.0	93.75 – 94.25	0
93.5	93.26 – 93.74	1
93.0	92.75 – 93.25	3
92.5	92.26 – 92.74	1
92.0	91.75 – 92.25	0
91.5	91.26 – 91.74	0
91.0	90.75 – 91.25	0
90.5	90.26 – 90.74	0
90.0	89.75 – 90.25	0
89.5	89.26 – 89.74	0
89.0	88.75 – 89.25	-1
88.5	88.26 – 88.74	-3
88.0	87.75 – 88.25	-5
87.5	87.26 – 87.74	-10
87.0	86.75 – 87.25	-15
86.5	86.26 – 86.74	-20
86.0	85.75 – 86.25	-25
85.5	85.26 – 85.74	-30
85.0	84.75 – 85.25	-40
84.5	84.26 – 84.74	-50
=< 84.0	=<84.25	-100*

* or remove and replace at Engineer's discretion

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.

.04 Dispute Resolution.

Disputes or questions about any test result shall be brought to the attention of the Contractor and the Engineer within two operational days of reported test results. The following dispute resolution procedures will be used. The Engineer and the Contractor will review the sample quality, the test method, the laboratory equipment, and the laboratory technician. If these factors are not the cause of the dispute, a third party dispute resolution will be used. Third party resolution testing can be performed at either another Contractor's laboratory, the Engineer's laboratory, or an independent accredited laboratory. Unless otherwise mutually agreed upon by DAPA and the Engineer, the Engineer's qualified laboratory in Dover and qualified personnel shall conduct the necessary testing for third party Dispute Resolution after the Engineer has provided reasonable notice to allow the Contractor to witness this testing.

When disputes over production testing occur, the samples used for Dispute Resolution testing will be those samples the properly captured, labeled, and stored, as described in the second paragraph of the section of these specifications titled **.02 Acceptance Plan, (a) Material Production - Tests and Evaluations**. If no samples are available, the original testing results will be used for payment calculations.

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

If there is a discrepancy between the Engineer's acceptance test result and the Contractor's test result, the Contractor may ask for the Dispute Resolution sample to be tested. The Contractor may request up to two dispute resolution samples be tested per calendar year without charge. Any additional Dispute Resolution samples run at the Contractors request where the results substantiate the acceptance test result will be assessed a fee of \$125. Any additional Dispute Resolution samples that substantiate the Contractors test result will not be assessed the fee. When disputes over compaction core test results occur, the Engineer's acceptance core will be used for the dispute resolution sample. The Contractor will be advised on when the testing will occur as referenced above to witness the testing. The results of the dispute resolution testing shall replace all of the applicable disputed test results for payment purposes.

Appendix A - Repairing Core Holes in Bituminous Asphalt Pavement

Description.

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

Materials and Equipment.

The following material shall be available to complete this work:

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

The following equipment shall be available to complete this work:

- Sponge or other absorbent material - Used to extract water from the hole.
- Compaction Hammer - mechanical (electrical, pneumatic, or gasoline driven) tamping device with a flat, circular tamping face smaller than 6 inches in diameter.

Construction Method.

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

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

Performance Requirements.

The Engineer will judge the patch on the following basis:

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

Basis of Payment.

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

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

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

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

Structural Number Calculations

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

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

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

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

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

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

Example:

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

Calculation:

For the Type B lift the calculation would be:

Existing HMA	$2 * 0.32 = 0.64$
GABC	$7 * 0.14 = \underline{0.98}$
	1.62

For the Type C lift the calculation would be:

Newly Placed B	$2.25 * 0.4 = 0.90$
Existing HMA	$2 * 0.32 = 0.64$
GABC	$7 * 0.14 = \underline{0.98}$
	2.52

11/3/14

401752 – SAFETY EDGE FOR ROADWAY PAVEMENT

Description:

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

Construction Methods:

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

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

In bituminous concrete pavement sections, the contractor shall attach a device to the screed of the paver unit that confines the material at the end of the gate and extrudes the asphalt material in such a way that results in a compacted wedge shape pavement edge of 32 degrees (+/- 2 degrees). Contact shall be maintained between the device and the road shoulder surface. The device shall be manufactured so that it can be easily adjusted to transition at cross roads, driveways and obstructions without stopping the paver unit. The device's shape shall constrain the asphalt and cause compaction, as well as increase the density of the extruded profile. In bituminous concrete pavement sections, the Transtech Shoulder Wedge Maker, Carlson Safety Edge End Gate or an approved equal shall be used to produce the safety edge. Contact information for these wedge shape compaction devices is listed below:

Transtech Systems, Inc.
1594 State Street
Schenectady, NY 12304
1-800-724-6306
www.transtechsys.com

or

Carlson Paving Products
18425 50th Ave. E
Tacoma, WA 98446
1-253-278-9426
www.carlsonpavingproducts.com

or an approved equal.

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

Method of Measurement:

Safety Edge will not be measured for payment.

Basis of Payment:

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

10/15/2013

- 401800 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 115 GYRATIONS, PG 64-22
(CARBONATE STONE)
- 401801 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 64-22
(CARBONATE STONE)
- 401804 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 70-22
(CARBONATE STONE)
- 401807 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 76-22
(CARBONATE STONE)

- 401809 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 115 GYRATIONS, PG 64-22
- 401810 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 64-22
- 401813 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 70-22
- 401816 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 76-22

- 401818 - BITUMINOUS CONCRETE, SUPERPAVE, BITUMINOUS CONCRETE BASE
COURSE, 115 GYRATIONS, PG 64-22
- 401819 - BITUMINOUS CONCRETE, SUPERPAVE, BITUMINOUS CONCRETE BASE
COURSE, 160 GYRATIONS, PG 64-22
- 401821 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 64-22,
PATCHING
- 401822 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 64-22,
PATCHING
- 401823 - BITUMINOUS CONCRETE, SUPERPAVE, BITUMINOUS CONCRETE BASE
COURSE, 160 GYRATIONS, PG 64-22, PATCHING
- 401824 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG-64-22,
WEDGE
- 401825 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 160 GYRATIONS, PG-64-22,
WEDGE

- 401827 -BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 64-22,
(NON-CARBONATE STONE)
- 401830 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 70-22,
(NON-CARBONATE STONE)
- 401833 -BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 76-22,
(NON-CARBONATE STONE)

- 401835 - THIN BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 115 GYRATIONS, PG 64-22
- 401836 - THIN BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 64-22
- 401838 - THIN BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 70-22
- 401840 - THIN BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 76-22

.01 Description:

This specification shall govern the production and construction of bituminous concrete pavement. The following Subsections of the Standard Specifications shall be applicable: 401.01, 401.03 - 401.10, 401.12, and 401.13. All other subsections have been modified herein.

Payment for bituminous concrete shall be in accordance with item 401699. The Contractor shall read and thoroughly understand the requirements of the QA/QC specification as defined in item 401699. It is the responsibility of the Contractor to determine all costs associated with meeting these requirements and to include them in the per ton bids for the various Superpave bituminous concrete items. Payment adjustment factors will be calculated in accordance with the latest version of item 401699. Bituminous concrete may be produced by one or a combination of several technologies involving asphalt foaming processes and equipment or additives that facilitate the reduction of the temperature at which the mix can be placed and satisfactorily compacted thereby permitting the mix to be produced at reduced temperatures.

.02 Materials:

Use materials conforming to standard specifications 823.

Materials for bituminous concrete shall conform to the requirements of Subsections 823.01, 823.05-823.17, and 823.25 - 823.28 of the Standard Specifications and the following. If the Contractor proposes to use a combination of materials that are not covered by this Specification, the mix design shall be submitted and reviewed by the Engineer 30 calendar days prior to use.

a) **Asphalt Binder:**

Meet the requirements of Superpave performance-grade asphalt binder, as referenced in the Plans, according to M 320 ¹, Table 1 and tested according to AASHTO R29 with the following test ranges:

TEST Procedure	AASHTO REFERENCE	SPECIFICATION LIMITS
Temperature, °C	M 320	Per Grade
Original DSR, G*/sin (δ)	T 315	1.00 - 2.20 kPa ¹
RTFO DSR, G*/sin (δ)	T 315	>= 2.20 kPa
PAV DSR, G*/ sin (δ)	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 Recycled materials used, the low temperature properties, per T 313, may be different than stated in M 320 or the previous table.

b) **Recycled Materials:**

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

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

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

c) **Shingles:**

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

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

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

d) **Mineral Aggregate:**

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

DESIGN ESAL'S (MILLIONS)	COARSE AGGREGATE ANGULARITY 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	-
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	10

¹Coarse Aggregate Angularity is tested according to ASTM D5821.

²Fine Aggregate Angularity is tested according to AASHTO TP-33.

³Clay Content is tested according to AASHTO T176.

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

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

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

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

For any roadway with a minimum average daily traffic volume (ADT) of 8000 vehicles and a posted speed of 35 mph (60 kph) or greater, the polish value of the composite aggregate blend shall be greater than 8.0 when tested according to Maryland State Highway Administration MSMT 411 B ALaboratory Method of Predicting Frictional Resistance of Polished Aggregates and Pavement Surfaces.@ RAP shall be assigned a value of 5.0. The Contractor shall supply all polish values to the Engineer upon request.

e) **Mineral Filler:**

Conform to AASHTO M17.

f) **Warm Mix Additives:**

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

1. WMA technology and/or additive information.
2. WMA technology manufacturer's recommendation for usage.
3. WMA technology target dosage rate and tolerance envelope. Support tolerance envelope with test data demonstrating acceptable mix production properties conforming to all sections of this specification.
4. WMA technology manufacturer's material safety data sheets (MSDS).
5. Documentation of past WMA technology field application including points of contact.
6. Temperature ranges for mixing and compacting.
7. Laboratory test data, samples, and sources of all mix components, and asphalt binder viscosity-temperature relationships.

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

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

g) **Anti-stripping additives**

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

.03 Bituminous Concrete Production – Quality Control

(a) Process Control - Material Production Quality Control.

Submit through electronic mail a QC Plan from each proposed production plant to the Engineer; no hot-mix asphalt material will be accepted until the Engineer approves the QC Plan. This plan must be submitted

to the Engineer on an annual basis for review and approval prior to material production. The Engineer will send a signed copy back to the Contractor stating that it is approved. The approved QC Plan shall govern contractor operations.

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

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

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

- Plant control/settings/operations change.
- JMF adjustment.
- JMF change (See 401644 Section .04(a)(1)).
- Change in the source of the component materials.
- Calibration of material production equipment (asphalt pump, belt feeders, etc.).
- Rejection of material.

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

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

- Using testing equipment that is knowingly out of calibration or is not working properly.
- Reporting false information such as test data, JMF information, or any info requested by DelDOT
- Failure to perform materials testing per their approved QC Plan
- Deviating from AASHTO or DelDOT testing procedures.
- Use of any material or the use of a JMF component in a proportion that exceeds the allowable tolerance as specified in section 04(a)(1) of this specification not listed in the JMF.
- Use of the wrong PG graded asphalt.
- Failure to take corrective action per action points in the Contractors approved QC plan.

The following steps will be taken for violations listed above:

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

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

(b) Material Production Test Equipment.

Establish, maintain, and operate a qualified testing laboratory at the production plant site of sufficient size and layout that will accommodate the testing operations of both the Contractor and the Engineer.

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

Maintain all the equipment used for handling, preparing, and testing materials in proper operating condition. For any laboratory equipment malfunction, the Contractor shall remedy the situation within one working day or the Engineer may suspend production. In the case of an equipment malfunction, the Engineer may elect to test the material at another qualified testing laboratory while waiting for repairs to equipment.

Maintain minimum calibration records for the referenced equipment:

- SUPERPAVE^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.

(c) Material Production Test Methods

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

.04 Job Mix Formula (JMF)

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

a) Development of JMF

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

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

Superpave Gyratory Compactive (SGC) Effort:

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

Superpave Gyrotory Compactive (SGC) Effort:

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

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

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

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

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

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

Gradation Control Points:

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

TABLE 1

Nominal Maximum Aggregates Size Control Points, Percent Passing										
SIEVE SIZE	25.0 MM		19.0 MM		12.5 MM		9.5 MM		4.75 MM	
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
37.5 MM	100	-	-	-	-	-	-	-	-	-
25.0 MM	90	100	100	-	-	-	-	-	-	-
19.0 MM	-	90	90	100	100	-	-	-	-	-
12.5 MM	-	-	-	90	90	100	100	-	100	-
9.5 MM	-	-	-	-	-	90	90	100	95	100

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

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

Gradation Classification

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

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

Plant Production Tolerances:

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

The proposed JMF shall include the following:

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

1. Job mix formula (JMF) design of the component materials and target characteristic values for each mixture proposed for use. The component materials design shall include designating the source and the expected proportion (within 1 percent for the aggregate components and within 0.1 percent for the other components) of each component to be used in order to produce workable bituminous concrete meeting the specified properties. Recycled Asphalt Pavement (RAP) is one individual aggregate component regardless of fractionation size. Recycled Asphalt Shingles (RAS) is a separate component from RAP.

2. The JMF target characteristic values include the mixing temperature range, core temperature range for 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.
3. Plot of the design aggregate structure on the FHWA Superpave 0.45 power chart showing the maximum density line and Superpave control points.
4. Plot of the three trial asphalt binder contents at +/- 0.5% gyratory compaction curves where the percent of maximum specific gravity (% of G_{mm}) is plotted against the log base ten of the number of gyrations ($\log(N)$) showing the applicable criteria for N_i , N_d , and N_m .
5. Plot of the percent asphalt binder by total weight of the mix (P_b) versus the following:
% of G_{mm} at N_d , VMA at N_d , VFA at N_d , Fines to effective asphalt binder (P_{be}) ratio, and unit weight (kg/m^2) at both N_d and N_m .
6. Summary of the consensus property standards test results for the design aggregate structure, summary of the source property standards test results for the individual aggregates in the design aggregate structure, target value of the asphalt binder content, and a table of G_{mm} of the asphalt mixture for the four trial asphalt binder contents determined according to AASHTO T209.
7. Test data with each JMF and tests performed by a Qualified Laboratory on representative materials, verifying the adequacy of the design. Refer to the specifications for each mix type in order to determine the design requirements. The JMF sieve percentage values shall conform to the ranges shown in Table 1.

For any mixture that has a 20% or greater failure rate on any combined volumetric criteria, the JMF will not be approved for use on Department contracts.
8. Provide raw material of each JMF so NCAT Ignition Oven calibration correction numbers can be established for the Engineers and Contractors ovens. The Engineer shall provide an ignition oven correction number for each JMF.

.05 Approval of JMF

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

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

a) Design Evaluation:

The Engineer may elect to evaluate the proposed JMF and suitability of all materials through laboratory trial batches. All materials requested by the Engineer shall be provided at the contractor's expense to the Central Laboratory in Dover in a timely manner upon request. To verify the complete mixture design and evaluate the suitability of all materials, the following approximate quantities are required:

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

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

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

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

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

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

.06 Construction.

(a) Pavement Construction Test Equipment.

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

Weather Limitations.

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

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

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

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

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

Compaction:

(b) Pavement Construction - Process Control.

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

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

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

Repair all core holes in accordance with 401699 Appendix A.

Method of Measurement:

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

Basis of Payment:

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

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

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

12/7/2015

406501 - BITUMINOUS CONCRETE PATCHING, PARTIAL DEPTH

Description:

This work consists of performing partial depth bituminous concrete patching in accordance with the details on the Plans and as directed by the Engineer.

Materials:

Bituminous concrete material for patching shall conform to the applicable bituminous concrete materials of Section 401 of the Standard Specifications.

Construction Methods:

The construction methods shall conform with applicable requirements of Subsection 406.03 of the Standard Specifications except all bituminous concrete material up to the top of the base course shall be removed, and the base course material shall be compacted to the satisfaction of the Engineer.

Method of Measurement:

The quantity of bituminous concrete patching will be measured as the actual number of square yards (meters) of patching constructed and accepted. The width will be the width from outside of the completed patches as constructed and the length will be the actual length measured along the centerline of the patch.

Basis of Payment:

The quantity of patching will be paid for at the Contract unit price per square yard (meter). Price and payment will constitute full payment for removal and disposal of bituminous concrete material, for compacting the base course material, for all labor, equipment, tools, and necessary incidentals to complete the work.

Saw cutting, furnishing, hauling, and placing hot-mix bituminous concrete shall be paid under separate items of this contract.

11/12/2013

614500 - DUCTILE IRON PIPE 4
614501 - DUCTILE IRON PIPE 6
614502 - DUCTILE IRON PIPE 8
614503 - DUCTILE IRON PIPE 10
614504 - DUCTILE IRON PIPE 12
614568 - DUCTILE IRON PIPE 14
614581 - DUCTILE IRON PIPE, 15
614580 - DUCTILE IRON PIPE, 30
614588 - DUCTILE IRON PIPE, 18
614764 - DUCTILE IRON PIPE, 36

Description:

This work consists of furnishing and installing ductile iron pipe, of the specified size(s) as storm sewer in accordance with the locations, notes and details shown on the Plans and as directed by the Engineer.

Materials and Construction Methods:

Ductile iron pipes, and fittings shall conform to the notes and details on the Plans and applicable requirements of ANSI/AWWA with most recent revisions.

The construction methods shall conform to the applicable requirements of Section 614 of Standard Specifications and notes on the Plans.

Method of Measurement:

The quantity of ductile iron pipe will be measured as the number of linear feet (linear meters) of each size of pipe placed and accepted, measured from end of pipe to end of pipe.

Basis of Payment:

The quantity of ductile iron pipe will be paid for at the Contract unit price bid per linear foot (linear meter) for each size of pipe. Price and payment will constitute full compensation for furnishing, hauling and installing the pipe, for all cribbing, shoring and sheeting, for all pipe connections and attachments, for all labor, tools, equipment and incidentals to make a safe and operational system.

For pipe under 24" (600 mm) internal diameter, the excavation, Class C bedding, backfill and backfilling shall be included in the unit bid price of the pipe. For pipe of internal diameter 600 mm and over, payment for excavation and backfill shall be made in accordance with Section 208.

Payment for excavation and replacement of unsuitable material encountered in the bottom of the trench will be provided for under Section 208.

3/26/02

617517 - HEADWALL, SPECIAL TYPE I

Description:

This item consists of furnishing materials and constructing headwalls HW-01 and HW-02 in accordance with notes and details on the Plans, these specifications, and as directed by the Engineer. It includes excavation, placing of pipe, concrete masonry, reinforcing and forms, in conformity with the standard sheet, and these specifications.

Materials:

Materials shall conform to the requirements of Section 612, 812 and 824 of the Standard Specifications.

Construction Methods:

Concrete headwalls shall be placed in conformance with the details, dimensions, and notes as shown in the details found in the Plans and at the location shown on the Plans.

Excavation. The Contractor shall excavate to the required depth. The foundation upon which the structure is to be placed shall be compacted to a firm and level surface.

Headwall Structure. Headwall structure shall be poured in place or pre-cast. If the headwall structures are pre-cast, the Contractor shall design the lifting lugs, and all hardware required to transport and install the structure. For cast-in-place structures, steel reinforcing shall be continuous through cold joints and keyways.

Submittals. Working drawings for precast structures, including rebar schedules, shall be submitted for review and acceptance in accordance with Section 105 of the Standard Specifications. Rebar schedules for cast-in-place structures shall be submitted for review and acceptance in accordance with Section 105.

Method of Measurement:

The quantity of headwalls to be paid for under this item shall be the actual number of headwalls constructed in accordance with these special provisions, complete in place and accepted.

Basis of Payment:

The quantity of headwalls as determined above shall be paid for at the Contract unit price for "Headwall, Special Type I", complete in place. Price and payment shall constitute full compensation for furnishing, hauling, and installing materials, including concrete and bar reinforcement; for excavating, backfilling, and compacting; for cribbing, shoring, and sheeting; and for all labor, equipment, tools, and incidentals required to complete the work.

5/7/14

708512 – DRAINAGE INLET, SPECIAL I
708513 – DRAINAGE INLET, SPECIAL II
708514 – DRAINAGE INLET, SPECIAL III
708515 – DRAINAGE INLET, SPECIAL IV
708516 – DRAINAGE INLET, SPECIAL V
708517 – DRAINAGE INLET, SPECIAL VI
708518 – DRAINAGE INLET, SPECIAL VII
708653 – DRAINAGE INLET, SPECIAL VIII
708654 – DRAINAGE INLET, SPECIAL IX
708655 – DRAINAGE INLET, SPECIAL X
708656 – DRAINAGE INLET, SPECIAL XI
708657 – DRAINAGE INLET, SPECIAL XII

Description:

This work consists of furnishing and placing a reinforced concrete drainage inlet at the locations shown on the Plans.

Materials:

Materials shall conform to the requirements of Section 611, 612, 708, 812 and 824 of the Standard Specifications.

Construction Methods:

Special inlets shall be placed in conformance with the requirements of Sections 602 and 708 of the Standard Specifications, and with the details, dimensions, and notes as shown in the details found in the Plans and at the location shown on the Plans.

Method of Measurement:

The quantity of inlets will be measured as the actual number of each type installed and accepted. Inlet and outlet pipe will not be measured under this item, but will be measured with the adjoining pipe under the appropriate item for the size and type of pipe installed.

Basis of Payment:

The quantity of inlets will be measured and paid for at the Contract unit price per each, installed and accepted. Price and payment will constitute full compensation for furnishing, hauling, and installing all materials, including concrete and bar reinforcement, any necessary fittings, frames, and grates; for excavating, backfill, backfilling, compacting, roadway patching materials, roadway patching, and disposing of surplus materials; for cribbing, shoring, and sheeting; and for all labor, equipment, tools, and incidentals required to complete the work. If rock is encountered, rock excavation will be paid under Section 206.

Inlet and outlet pipe will be paid for under the appropriate item for the size and type of pipe installed.

9/16/10

708585 - JUNCTION BOX, 48" X 30"
708586 - JUNCTION BOX, 48" X 48"
708587 - JUNCTION BOX, 66" X 30"
708588 - JUNCTION BOX, 66" X 48"
708589 - JUNCTION BOX, 66" X 66"

Description:

This work consists of furnishing materials and constructing a junction box of the type specified on the Plans, and as directed. It includes excavation, placing of pipe, concrete masonry, reinforcing and forms all in conformity with the Standard Construction Details, the Plans, and these specifications.

Materials:

Materials used in the construction of the junction box shall conform to Subsections 708.02, 708.03, and 708.04 of the Standard Specifications.

Construction Methods:

Construction methods shall conform to Standard Construction Details and applicable requirements of Section 708 of the Standard Specifications.

Method of Measurement:

The quantity of junction boxes will be measured as the actual number of junction boxes constructed in accordance with these special provisions, complete in place and accepted.

Basis of Payment:

The quantity of junction boxes will be paid for at the Contract unit price for each. Price and payment shall constitute full compensation for furnishing and placing all materials, including bar reinforcement; for all excavation and backfilling around the structures, for the disposal of surplus materials; and for all labor, equipment, tools, and incidentals necessary to complete the item.

6/27/01

708658 - DRAINAGE INLETS, MODIFIED
708659 - DRAINAGE MANHOLES, MODIFIED
617518 - DRAINAGE HEADWALLS, MODIFIED

Description:

This work consists of furnishing all materials and constructing modified drainage inlets, manholes, and headwalls in accordance with locations, notes, details on Plans and as directed by the Engineer.

Materials and Construction Methods:

Materials and construction methods for modified drainage inlets shall conform to the applicable requirements of Section 708 of the Standard Specifications, and notes with details on the Plans.

The Contractor shall submit detail drawings showing the details for fabrications of the panels and support connections for prior approval.

Alternate cast-in-place and precast drainage structure alternatives may be permitted but require an alternate design submission for review and approval by the Engineer. Alternate design submissions, including complete design calculations and drawings, shall meet the requirements of Sections 105.04

Alternate designs shall be in accordance with the current edition of AASHTO LRFD Bridge Design Specifications with interims and shall meet the following minimum requirements:

- Minimum Unit Weight of Soil and Soil Surcharge = 125 pounds per cubic foot
- Minimum Submerged Unit Weight of Soil = 70 pounds per cubic foot
- Minimum Unit Weight of Reinforced Concrete = 150 pounds per cubic foot
- Maximum Soil Friction Angle = 30 degrees
- Water is present to the top of the roadway
- Lateral soil pressures are At-Rest
- Live Load shall be HL-93
- For inlet and manhole boxes, Live Load surcharge shall be determined assuming box is a retaining wall with the traffic against the back face of the wall
- Design for Strength
- Design for Service
- Design for Temperature and Shrinkage
- Design for Shear
- Check Fatigue (Top Slabs Only)
- Check Maximum and Minimum Reinforcement Limitations
- Check development of reinforcement.
- Wall Sections act as simple spans between corners
- Bottom 3' of wall acts as cantilever
- Bottom Slabs acts 1-way as a simple span
- Walls are solid
- Full Live Load
- Soil Reaction is uniform
- No water is in basin

Contractor alternates, as well as review time by the Department, will not justify a delay in the progress schedule. All costs involved in preparing plan revision documents for changes proposed by the Contractor shall be the responsibility of the Contractor.

Basis of Payment:

The quantity of drainage inlets, drainage manholes, and drainage headwalls will be paid for at the Contract lump sum price. Price and payment will constitute full compensation for furnishing and placing all materials, including any necessary fittings, metal frames, gratings, covers, top units, and hoods; for fabricating and erecting the structure(s) at designated location(s), including concrete and reinforcing bars; for excavating, backfill, backfilling, compacting, disposing of surplus materials; and for all labor, equipment, tools, and incidentals required to complete the work. If rock is encountered, rock excavation will be paid under Section 206.

Inlet and outlet pipe will be paid for under the appropriate Section for the size and type of pipe installed.

NOTE:

When more than one structure is required, the Contractor shall submit a cost breakdown of his Lump Sum price bid for this item showing the dollar value amount for each drainage inlet, drainage manhole, or drainage headwall, the sum of which to equal the lump sum price bid. The breakout sheet attached to the proposal shows all items proposed for this item. The complete 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, construction of one or more drainage structure(s), and the lump sum price to be paid will be reduced in accordance with the Contractor's itemized bid price list for that individual drainage structure. There shall be no extra compensation to the Contractor if such deletion is made.

3/14/11

712531 - CHANNEL BED FILL

Description:

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

Materials:

Provide aggregate material meeting the following requirements:

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

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

Table 1

Percent Passing	Light ³	Medium ⁴	Heavy
5-inch	100	90-100 ¹	Gradation to be noted on Plan sheets
1-inch	70-100 ¹	0-20 ²	
3/4-inch	30-95		
3/8-inch	0-10 ²		

Notes:

¹ Salvaged materials may contain material exceeding this size and be acceptable.

² Salvaged materials may contain up to 20% passing the 3/8-inch sieve but not to exceed 10% passing the #200 sieve when tested in accordance with T-11.

³ Unless noted otherwise on plan sheets, Light gradation shall be used in locations in Sussex County

⁴ Unless noted otherwise on plan sheets, Medium gradation shall be used in locations in Kent and New Castle Counties.

Method of Measurement:

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

Basis of Payment:

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

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

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

Description:

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

Materials and Construction Methods:

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

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

Method of Measurement:

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

Basis of Payment:

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

10/29/01

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

720512 - P.C.C. SAFETY BARRIER PERMANENT, DOUBLE FACE
720529 - P.C.C. SAFETY BARRIER PERMANENT, SINGLE FACE
720587 - P.C.C. SAFETY BARRIER PERMANENT, DOUBLE FACE, MODIFIED

Description:

This work consists of furnishing all materials and constructing 42 inch height, permanent Portland cement white concrete safety barrier in accordance with the locations, details, notes shown on the Plans, and/or as directed by the Engineer.

Materials:

Material shall conform to the requirements listed on the Plans, and as noted herein. Portland cement concrete shall be 4500 psi minimum and shall conform to the material requirements of Class A, Section 812, Portland Cement Concrete of the Standard Specifications with the following modifications:

Portland cement shall be White Cement.

Fine Aggregate shall be white sand from a source approved by the Department.

Bar reinforcement shall be epoxy coated and meet the material requirements of section 824.02 of standard specification manual.

All Portland cement and white sand used for construction of all white concrete barriers on the project shall be from the same supplier for the entirety of the project. No changes or substitutions of suppliers will be allowed once construction of the white concrete on the project commences. The manufacturer of the white concrete for the project shall dedicate a hopper to the manufacture of the white concrete for this project to ensure no cross contamination with regular Portland cement or sand. The white concrete items shall be white Portland cement or 60% non-white Portland cement + 40% slag.

Construction Methods:

Construction shall conform with the applicable subsections of Sections 602 and 603 of the Standard Specifications, and details shown on the Plans.

The Contractor shall have the option of constructing the permanent safety barriers by selecting Cast-In-Place or Slip-form methods. The Contractor shall submit his/her plans for the selected method to the Department's Materials and Research Section for approval. In case of selecting the Slip-form method, the Contractor shall be able to demonstrate his/her ability to successfully accomplish the item by his/her past involvement in doing such work. Slip-form plans shall show the sawing of 3" deep contraction joints at a maximum of 20-ft. intervals. The Contractor shall saw joint to ensure crack-free concrete. Any cracking due to the Contractor's operations will be repaired at no additional cost to the Department.

Method of Measurement:

The quantity of permanent Portland cement safety barrier will be measured by the linear foot along the toe of the barrier, installed in place and accepted.

Basis of Payment:

The quantity of Portland cement safety barrier will be paid for at the Contract unit price per linear foot for each type of barrier. Price and payment will constitute full compensation for all material, formwork, sawing of joints, reinforcement bars, and concrete all complete in place and accepted, for all labor, equipment, tools and incidentals necessary to complete the work. Payment for excavation and the P.C.C. footer portion of the barrier are included in this item.

9/30/15

720550 - PORTLAND CEMENT CONCRETE BARRIER, MODIFIED

Description:

This work consists of furnishing all materials and constructing the Portland Cement Concrete Safety Barrier, Modified in accordance with the locations, details, and notes shown the Plans, and/or as directed by the Engineer.

Material:

Material shall conform to the requirements listed on the Standard Construction Details, Plans, and as noted herein. Portland Cement Concrete shall be 4500 psi (30 MPa) minimum and shall conform to the material requirements of Class A, Section 812, Portland Cement Concrete of the Standard Specifications.

Bar reinforcement shall meet the requirements of AASHTO M 31M, Grade 400.

Construction Methods:

Construction methods shall conform with the applicable subsections of Sections 602 and 603 of the Standard Specifications, and details shown on the plans.

The Contractor shall have the option of constructing the modified safety barriers by selecting Cast-In-Place, or Pre-Cast methods. The Contractor shall submit his plans for the selected method to the Department's Materials and Research Section for approval.

Method of Measurement:

The quantity of modified Portland Cement Concrete Barrier will be measured in linear feet (linear meters) along the toe of the barrier, installed in place and accepted.

Basis of Payment:

The quantity of modified Portland Cement Concrete Barrier will be paid for at the Contract unit price bid per linear foot (linear meter). Price and payment will constitute full compensation for all material, formwork, sawing of joints, reinforcement bars, and concrete all complete in place and accepted, for all labor, equipment, tools and incidentals necessary to complete the work. Payment for excavation shall be made elsewhere in the contract.

8/8/02

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

Description:

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

Materials:

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

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

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

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

Construction Methods:

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

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

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

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

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

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

Method of Measurement:

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

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

Basis of Payment:

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

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

4/7/11

727548 - PORTABLE CHAINLINK FENCE

Description:

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

After the completion of the project, the Temporary Chainlink Security Fence and associated materials shall become the property of the Contractor and shall be removed from the project site.

Materials and Construction Methods:

The Temporary Chainlink Security Fence shall be used as identified on the Plans during construction as directed by the Engineer. The temporary chainlink fence shall be 6' in height and be free standing not to damage the existing paved ground.

When applicable, the Contractor shall submit the final locations of temporary fence during each stage of construction to the Engineer for approval. The Engineer shall approve the Temporary Security Chainlink Fence materials including the posts, portable concrete footer, hardware and methods of securing prior to installation.

Method of Measurement:

The measurement of the item shall be made along the centerline of the Temporary Chainlink Security Fence as the number of linear feet actually furnished and used as required and approved by the Engineer.

Basis of Payment:

The quantity of Temporary Chainlink Security Fence measured as described above, shall be paid for at the contract unit price bid per linear foot. Price and payment shall be full compensation for furnishing, placing, maintaining, removal and disposal of the temporary fence and related accessories, furnishing all labor, materials, portable concrete footer, locking mechanisms, gates, equipment, tools and all incidentals necessary to complete the work. Temporary Fence stolen or damaged shall be replaced at the Contractor's expense.

8/30/16

727552 - RESOURCE PROTECTION FENCE

Description:

This work consists of furnishing all materials, erecting resource protection fence at location(s) as noted on the Plans or as directed, relocating if required and maintaining/repairing during the construction period. The resource protection fence shall be removed and disposed of after no longer required as determined by the Engineer.

Materials:

- A. Submit source of supply for all fencing materials including the posts for approval by the Engineer prior to installation.
- B. *Resource Protection Fence:*
 - 1. 4' high, U.V. stabilized high visibility orange, high density polyethylene.
 - 2. Standard mesh opening size of approximately 1 1/2".
 - 3. Tensile Strength Min. 5000 PSI
 - 4. MD Break Load Min. 900 lbs/ft
 - 5. MD Yield Strength Min. 1,100 lbs/ft
- C. *Fence Post:*
 - 1. Length sufficient for 18" embedment in the ground.
 - a. T-Section steel 1.25" x 1.00".
 - 2. If the fence is to be installed on bituminous and/or concrete surface, use posts that can be anchored by placing sand bags at their base without damaging pavement.
- D. *Bottom Rail Edging:*
 - 1. If the fence is to be installed along a pedestrian sidewalk, provide bottom rail edging of wood or metal for cane detection.
- E. *Protection Signs:*
 - 1. Protection signs shall be provided by the Engineer and installed by the Contractor. The Contractor shall pick up the signs from the DelDOT sign shop and deliver to the project without any damage to the materials.

Construction Methods:

- A. The Contractor shall stakeout the location of the resource protection fence for approval by the Engineer prior to installation. Resource protection fence shall be installed by hand. Grubbing shall not be permitted for the installation of resource protection fence. Where clearing is necessary for fence installation, vegetation shall be cut flush with the ground. Vegetation disturbance shall be kept to a minimum when installing resource protection fence.
- B. Space posts no more than 10' .
 - 1. Alternate spacing may be approved only if specified by the fence manufacturer.
- C. Use 8" self-locking nylon safety ties for securing the fence to the post.

- D. Signs shall be located along the fence facing the construction work area. Signs shall be located no more than 100 feet apart and a minimum of two signs shall be installed along a continuous fence segment. The top and bottom of the signs shall be secured to the top of the fence posts with 8" self-locking nylon safety ties using the existing holes in the sign.
- E. Near streams, resource protection fence shall be installed so as not to interfere with base flow. If necessary, a gap in the fencing shall be created such that the resource protection fence terminates at the top of bank on both the right and left stream banks.
- F. Install bottom rail edging for cane detection must be at least 6 inches above the surface of the sidewalk or pathway, with the bottom of the edging a maximum of 2.5 inches above the surface.
- G. Maintain, repair, or replace resource protection fence as necessary when damaged, missing, or worn out.
- H. The resource protection fence shall be removed when the Engineer determines that it is no longer required, typically at the very end of the construction contract. Removal of the resource protection fence shall be done by hand and vegetation disturbance shall be kept to a minimum. Removal shall be incidental to the item. Signs shall be salvaged and returned to the DelDOT sign shop. All other fencing materials shall be disposed of by the Contractor.

Method of Measurement:

The quantity of resource protection fence will be measured as the actual number of linear feet of resource protection fence furnished, installed and accepted.

Basis of Payment:

The quantity of resource protection fence will be paid for at the Contract unit price per linear foot. Price and payment will constitute full compensation for furnishing, placing, maintaining, clearing, pick-up and delivery of sign materials, salvaging and drop-off of sign materials, removal and disposal of the fence and related accessories, furnishing all labor, equipment, tools and all incidentals necessary to complete the work. Stolen or damaged resource protection fencing and signs shall be replaced at the Contractor's expense.

9/9/15

- 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

- 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
- 745577 - SUPPLY OF 3" SDR-13.5 HDPE CONDUIT
- 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
- 745582 - SUPPLY OF 5" SCHEDULE 40 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" 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" through 1-1/2" 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" through 3/4" rigid galvanized steel conduit meeting National Electric Code 2002, Article 344.

3/4" aluminum rigid conduit meeting National Electric Code 2002, Article 344

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

2" , 3" , and 4" 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: "DeIDOT Traffic Fiber Optic Cable."

Method of Measurement:

The quantity of conduit or shield will be measured as the number of linear feet 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. Price and payment shall include full compensation for all materials and labor, and incidentals including fittings and bushings, necessary to complete the item.

1/9/13

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 for fiber optic conduit or no more than 300 feet 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 and a maximum cover of 48 inches.

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

Conduit not terminated to a base or in a junction well shall be terminated 2 feet beyond the edge of the pavement unless otherwise directed by the Engineer, and properly capped. Tape is NOT an approved method. Conduit shall not extend more than 3 inches inside a junction well. See Standard Construction Details 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 below final grade. The tape identifying ALL conduits shall be at least 6 inches wide, and have a minimum thickness of 3 mils and 500 percent elongation.

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

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" 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. 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 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 apart with the top-most strap being 12 inches from the weatherhead and the lower-most being 12 inches from the conduit. A weatherhead matching the diameter of the conduit shall be installed on the upper end of the conduit. A conduit of the same size as the conduit being installed, but not smaller than 2 inches shall be placed 48 inches above finished grade. Install two, 2 hole straps of the proper size, evenly spaced below the conduit.

Nonmetallic pole risers (U-guard) shall be installed on 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" x 1-1/2" galvanized lag bolts with washers. Lag bolts will be used every 36 inches on BOTH sides of the nonmetallic pole riser, 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 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 Contractors 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 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. 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

- 745601 – FURNISH & INSTALL UP TO 3” FLEXIBLE METALLIC-LIQUIDTIGHT CONDUIT**
- 745602 - FURNISH & INSTALL UP TO 4” SCHEDULE 80 HDPE CONDUIT (BORE)**
- 745603 - FURNISH & INSTALL UP TO 4” SCHEDULE 80 PVC CONDUIT (OPEN CUT)**
- 745604 - FURNISH & INSTALL UP TO 4” SCHEDULE 80 PVC CONDUIT (TRENCH)**
- 745605 - FURNISH & INSTALL UP TO 4” SCHEDULE 80 PVC CONDUIT (ON STRUCTURE)**
- 745606 - FURNISH & INSTALL UP TO 4” GALVANIZED STEEL CONDUIT (TRENCH)**
- 745607 - FURNISH & INSTALL UP TO 4” GALVANIZED STEEL CONDUIT (BORE)**
- 745608 - FURNISH & INSTALL UP TO 4” GALVANIZED STEEL CONDUIT (OPEN CUT)**
- 745609 - FURNISH & INSTALL UP TO 4” GALVANIZED STEEL CONDUIT (ON STRUCTURE)**
- 745610 - FURNISH & INSTALL UP TO 4” NONMETALLIC POLE RISER SHIELD**

Description:

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

Materials:

All conduits shall be UL listed.

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

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

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

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

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

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

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

Condulets for conduit sizes - material shall match the adjoining conduit

Anchors - A 307, Galvanized per A 153

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

End caps - material shall match the adjoining conduit

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

Construction Methods:

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

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

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

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

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

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

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

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

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

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

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

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

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

Installation Of Conduit Under Existing Pavement, Directional Bore -

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

Installation Of Conduit Under Existing Pavement, Open Cut -

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

Installation Of Conduit Under New Pavement, Unpaved Trench -

Trenching or other approved method shall be used for installation of conduit in unpaved trench or under new pavement. Backfill in conduit trenches shall be compacted thoroughly as it is being placed. At the discretion of the Engineer, sod, that must be removed for the placement of conduit, shall be removed either by the use of an approved sod cutter and then replaced, or 6 inches of topsoil shall be placed and the surface seeded in accordance with Section 908 - Seeding. In areas where new pavement is to be placed or in areas where total reconstruction is taking place, sodding or seeding may not be required by the Engineer. Sodding and/or topsoil from an outside source if required will be paid for separately under their respective bid items. Seeding is considered incidental to the conduit item.

Installation Of Conduit On Structure -

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

Installation of Nonmetallic Riser Shield or Flexible Metallic Liquidtight Conduit -

Riser Shield and/or Flexible Metallic Liquidtight Conduit installed on wood poles, metal poles, structures, and/or mast arms shall be installed in a straight line. The conduit, when attached to poles, shall be attached with 2-hole straps spaced not more than 36 inches apart with the top-most strap being 12 inches from the weatherhead and the lower-most being 12 inches from the conduit. A weatherhead matching the

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

Method of Measurement:

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

The length of each conduit installed under existing pavement by a directional bore or by open cutting the pavement shall be measured along the path of the bore or open cut, from the point that cannot be trenched to the point that trenching can resume. The length of any conduit that is reduced or divided (with a junction well or conduit body) shall be measured as part of the larger conduit.

Basis of Payment:

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

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

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

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

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

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

7/20/15

746511 - CABLES, 1/#4 AWG
746512 - CABLES, 1/#6 AWG
746513 - CABLES, 1/#8 AWG
746514 - CABLES, 1/#10 AWG
746515 - INSULATED GROUND CABLE, 1/#6
746527 - CABLES, 1/#2 AWG
746543 - CABLES, 1/#9 AWG
746546 - CABLES, 1/#12 AWG
746564 - INSULATED GROUND CABLE, 1/#4
746565 - CABLES, 1/#3/0 AWG
746566 - CABLES, 1/#1 AWG
746567 - CABLES, 1/#1/0 AWG
746577 - INSULATED GROUND CABLE, 1/#8
746598 - INSULATED GROUND CABLE, 1/#2
746605 - INSULATED GROUND CABLE, 1/#10
746622 - CABLES, 1/#4/0 AWG
746658 - INSULATED GROUND CABLE, 1/#1/0
746690 - INSULATED GROUND CABLE 1/#12
746817 - CABLES, 1/#2/0 AWG
746861 - INSULATED GROUND CABLES, 1/350 KCMIL

Description:

This work consists of furnishing and installing all cables of the size(s) required by the Contract in accordance with the notes and details shown on the Plans and/or as directed by the Engineer.

Materials and Construction Methods:

All wire(s) to be used in this contract shall be manufactured in conformance with the National Electrical Code, insulated for 600 volts, and be of the type USE and/or RHW.

Method of Measurement:

The quantity of cables will be measured as the number of linear feet of each size along the longitudinal axis of each cable.

Basis of Payment:

The quantity of cables will be paid for at the Contract price per linear foot. Price and payment will constitute full compensation for furnishing and installing the cables.

No separate payment will be made for furnishing the connector kits with #10 AWG wiring of the type as indicated on the plan for the lighting standards as shall be included in the items for lighting standards.

7/29/15

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

Description:

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

Materials and Construction Methods:

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

Lighting standards shall meet or exceed the requirements of the latest edition of AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals" based on 90 mph wind loads, luminaire weight of 70 lb and luminaire projected area of 3 ft². Computations confirming conformance with AASHTO Specifications, with the year of the edition specified, shall be submitted to the Delaware Department of Transportation.

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

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

The bolts are to be supplied by the Contractor. The bolts will be installed using a template, and set so that luminaire arm is perpendicular to the roadway.

Anchor bolts, nuts, couplings, washers, and cap screws shall be of carbon steel conforming to the requirements of ASTM A307, and hot-dip galvanized in accordance with AASHTO M 232/M 232M.

Also included in the foundations will be ground rods which shall be copper clad steel 3/4" diameter 26' long, complete with ground clamp and square head bolt equal to Joslyn's Cat. No. J8350, Line Materials Cat. No. 119960 or A. B. Chance Co. Cat. No. 8450, or approved equal.

New aluminum lighting standards shall consist of a tapered aluminum shaft having a base welded to the lower end. The pole shaft, pole extensions, and davit arms shall each be spun from one piece of seamless tubing, the strut and arm plates shall be extruded, all of which conform to the requirements of ASTM B221 aluminum alloy 6063-T6. The shaft shall have no circumferential welds, except at the lower end joining the shaft to the base and shall conform to the dimensions listed in the chart below. The shaft shall

contain an internal vibration dampening device positioned approximately 2/3 the height of the pole. The top of the lighting standard shaft shall be drilled for two 1/2" (13 mm) lockbolts to secure the davit bracket to the lighting standard shaft. If the pole is not placed on a transformer base, it will have one 3" x 5" (75 mm x 125 mm) handhole which after pole is set should face so that maintainer may view oncoming traffic.

HEIGHT OF POLE	DAVIT ARM LENGTH	OUTER DIAMETER	WALL THICKNESS
30'	8'	10"	0.156"
	12'	10"	0.156"
	15'	10"	0.156"
	20'	10"	0.156"
35'	10'	10"	0.156"
	12'	10"	0.156"
	15'	10"	0.156"
	20'	10"	0.188"
40'	8'	10"	0.188"
	12'	10"	0.188"
	15'	10"	0.188"
	20'	10"	0.219"
45'	10'	10"	0.188"
	12'	10"	0.188"
	15'	10"	0.188"
	20'	10"	0.250"

Bracket arms shall be of the davit type consisting of an aluminum shaft having the outer diameter and wall thickness as listed in the table above. The davit arm shall be designed to slip over the top of the lighting standard shaft for a distance of at least 12" . The luminaire end of the davit arm shall be fitted with a 2" NPS aluminum pipe not less than 6" long. The height of the lighting standards will be determined by the Contractor to provide a nominal mounting height as shown on the Plans. The length of the davit arm will be as shown on the Plans or 12' if not specified elsewhere. Davit arm less than 8' long shall not be used without written permission from the Chief Traffic Engineer.

Each lighting standard shall be provided with a permanent tag which shall be 2" x 4" fabricated from clear anodized 1/16" thick aluminum. The edge shall be smooth and corners rounded and the tag shall be curved to fit the light standard shaft. Tags shall be secured to shafts by means of four (4) 1/8" diameter 18-8 stainless steel round head drive screws of self-tapping screws. The embossed identifying letters and/or numerals shall be not less than 3/4" high with stroke of not less than 3/16". Identifying letters and/or numerals shall be designated on the Plans.

Transformer Base: Transformer bases, when required, shall conform to the latest edition of AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaire and Traffic Signals".

Before any work, begins the Contractor shall submit documents showing that the breakaway device meets the current AASHTO Breakaway Design.

For breakaway installations, the standard shall electrically disconnect from the supply wire at the foundation when knocked down by an errant vehicle or from some other cause.

Luminaire: The luminaire shall have a precision die cast aluminum housing with an optical assembly, a removable mounting door and of wattage and type as specified on the Plans. The luminaire shall be of the multi-voltage ballast regulator type.

The refractor of the optical assembly shall be attached to the luminaire housing thru a hinge and latch arrangement. The optical assembly shall consist of a highly polished aluminum reflector, and a heat resistant shatter resistant borosilicate glass refractor. The refractor door shall be tightly sealed with an appropriate gasket. The latch for the refractor door shall be of sufficient size to enable easy handling and constructed of rust resistant materials; the latch shall produce an audible click when it is properly locked.

The luminaire shall be equipped with a porcelain, corrosion resistant socket. The socket shall be easily adjustable to give one of twelve different light distributions; such adjustments shall be accomplished through adjusting not more than two screws within the optical assembly. The socket in this installation shall be preset to provide a distribution pattern as indicated on the Plans or type III distribution pattern of luminaire if not indicated.

The luminaire shall have a 2 bolt slipfitting suitable for mounting on 1/2" to 2" pipe. The luminaire shall be designed with a leveling pad and capable of being adjusted ± 5 degrees for proper leveling.

The luminaire shall be completely wired so that it shall require only the connection of the power supply cables to a terminal block for energizing the entire fixture.

In order to provide for normal exchange of air between the inside and outside of the optical system, a ventilating channel shall be provided. The channel shall contain a charcoal filter which will prevent the entrance of flying insects and other small animal life forms, as well as provide a cleaning action on the air to remove smoke and dust particles.

All major electrical components, including ballast and the photoelectric control, shall be mounted on a removable door assembly and connected to the fixture electrically through a quick disconnect plug. The removal of the door shall be accomplished by loosening the captive screw and unplugging the quick disconnect plug. The luminaire shall employ solderless push-on type connectors for all wiring connections to facilitate the replacement of any component.

The unit shall contain an integral ballast capable of maintaining the wattage of the H.P.S. lamp throughout the life of the lamp. The ballast and the photoelectric control shall be suitable for operating the units in the wattage as shown on the Plans. The wattage of the luminaires for this Contract are listed on the quantity sheet.

No luminaire shall be installed until the lamp socket position has been inspected and approved by the Engineer. If no light distribution pattern is given the socket position shall produce a light pattern as indicated on the Plans, then type III as designated in the specification for the luminaire. All luminaires shall be adjusted up or down on the slipfitter to provide maximum light on the roadway to be lighted.

The connections between the luminaire and service cable shall be made with a connector kit using #10 AWG single wire. Installation of the connector kit shall be in accordance with the manufacturers recommendations.

The Contractor shall furnish and install one or more of the following luminaires or an approved equal as specified on the Plans and/or as required by the Utility owner.

STANDARD MATERIALS

LUMINAIRE 250 Watt High Pressure Sodium Roadway, with Photo Cell Receptacle and Field Replaceable 9110-60-26 Regulated Multi-Voltage Ballast, Type III Light Pattern, or as shown on Plans, 38 mm - 50 mm Slipfitter

Cooper/Crouse-Hinds OVY Swing-down	Cat. #OVY25SWN3ET4 (Multi Tap 277V)
GE M-250 A2 Power/Door	Cat. #OVY25SWW3ET4 (Multi Tap 120V)
	Cat. #M2AC25S0A2GMC32 (Multi Volt)

LUMINAIRE 150 Watt High Pressure Sodium Roadway, with Photo Cell Receptacle and Field Replaceable 9110-60-27 Regulated Multi Voltage Ballast, Type III Light Pattern, or as shown on Plans, 1 1/2" - 2" (36 mm - 50 mm) Slipfitter

Cooper/Crouse-Hinds OVX Swing-down	Cat. # OVY15SWW3ET4 (Multi Tap 120V)
GE M-250A2 Power/Door	Cat. #OVY15SWN3ET4 (Multi Tap 277V)
	Cat. #M2AC15SOA2GMC32

Foundations: Foundations shall be cast-in-place monolithically at the prescribed locations as shown in detail on Plans. If, not otherwise specified, a Type 6 Base as shown in the Standard Construction Details will be used. Exact locations of the bases will be determined in the field in order to avoid existing obstructions such as utilities or existing pole bases.

Installations of Lighting Standards: Lighting Standards shall be installed and located in accordance with the Plans, to provide continuously aligned lighting.

The bracket arms shall be set perpendicular to the edge of the roadway unless otherwise ordered or specified. If necessary aluminum shims may be used to plumb the pole.

Method of Measurement:

The quantity of aluminum lighting standards with single arm of the size(s) specified will be measured as the actual number installed and accepted.

Basis of Payment:

The quantity of aluminum lighting standards with single arm will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for furnishing all materials including concrete, labor, equipment, hardware, anchor bolts, ground rods, washers, shims and nuts for the foundations, excavation and backfilling, supply and installation of the transformer base, supply and installation of poles and davit arm(s), and supply and installation of the luminaires. This price will also include all miscellaneous hardware, connector kits, and wiring from the supply cables to the luminaire(s), labor, tools, equipment, and incidentals necessary to complete the work.

4/22/13

746590 - FURNISH & INSTALL GROUND ROD

Description:

This item consists of furnishing and installing ground rods at locations shown on the plans or as directed by the Engineer. The item will be used only when an individual ground rod is to be replaced or added as a singular item. Costs for Ground Rods installed as part of other items (Pole Bases, Junction Wells, Metered Service Pedestals, etc.) will not be paid separately, but will be included in those respective pay items.

Material:

Each Ground Rod shall be copper clad, approved by the Underwriter's Laboratory and be supplied with approved clamps for connecting the grounding conductor to the rod. The Ground Rod shall be 3/4" Diameter and shall have a minimum length of 10', unless detailed otherwise in the contract documents.

Construction Methods:

When installing the Ground Rod, a length of at least 8 feet shall be embedded into undisturbed soil. Measure the ground resistance of each rod before connecting the rod to the grounding conductor. If the measured resistance exceeds 25 ohms, exothermically weld a 10 ft. extension to the top of the first rod and drive to its full depth. Measure the earth resistance again. If it still exceeds 25 ohms, contact the engineer for instruction.

Where rock is encountered and an acceptable earth ground cannot be accomplished by driving as described above, the Engineer may direct the use of a grounding grid. Direct buried rods are exothermically welded end to end to bond lighting standards and structures in continuous series to some point where an acceptable ground can be obtained.

Maintain continuity of the equipment grounding system throughout the project. Connection to equipment grounding systems shall be made with suitable lugs at all grounding bushings specified, and at the ground lugs in lighting or traffic signal structure access holes or in a breakaway base. Make connections to ground rods as specified in the contract documents. Connections to neutral grounding systems shall be made with grounding lugs.

Measurement and Payment:

Ground Rods will be paid on a per each 10 ft. length. Price and payment includes furnishing, installing, labor, grounding lugs, welding, excavation, backfill, and connecting the ground rod as shown on the plans, standard details, or as directed by the Engineer.

2/29/12

746653 - ELECTRICAL TESTING

Description:

This work consists of furnishing all materials, equipment, tools, and labor necessary to perform electrical testing in accordance with these special provisions, notes and details on the plans, and as directed by the Engineer.

When this item is required to test a highway lighting system constructed as part of the Contract, the item shall also include a one year warranty of the highway lighting system. The highway lighting system is understood to include all items of work performed under this Contract to provide lighting of roadways, bikepaths, parking lots, signs, etc.

Construction Methods:

Ground Resistance Testing

The ground resistance shall be measured with a three-terminal, fall-of-potential, direct-reading, battery-powered earth tester with a 0.50 to 500 ohm scale or digital read-out. The 25 ohm reading shall be approximately at mid scale.

The test shall be performed according to the manufacturer's instructions and OSHA requirements. The test shall be performed when the soil is dry. The Contractor shall not add any chemical or salt solutions to any portion of the grounding system. All grounding rods and foundation grounds to be tested shall be installed a minimum of ten days prior to testing unless otherwise determined by the Engineer in the field.

Two auxiliary copper clad ground rods shall be driven into the ground at a minimum distance of 3 feet (one meter). The lateral spacing for each test rod shall be given in writing on the test report form and the spacing shall be approved by the Engineer.

Each ground rod or foundation ground shall be isolated with the bond wires disconnected when the test is being performed. The resistance to ground shall be 25 ohms or less.

Unless noted otherwise on the plans, there shall be two ground resistance tests performed under this item of work.

System Testing

Insulation from ground and roadway lighting circuits shall be tested as follows:

- (1) Insulation from Ground. All underground circuits shall be tested for resistance to ground with a megger both before and after the conduit and wiring have been buried and all ground rods have been installed and connected. No circuit shall measure less than 10 megohms to ground. Circuits that fail will be inspected, repaired, and retested.
- (2) Roadway Lighting Circuits. The Contractor shall connect field wiring to the load center terminals. The entire lighting system shall be energized for ten consecutive days for ten hours each day at the time directed by the Engineer prior to initial acceptance. Failures occurring during this test period shall be corrected. The Contractor shall repair or replace any equipment, components, or system that fails during this test. A retest shall be performed on the repaired portion at the Engineer's direction.

All tests shall be performed in the presence of the Engineer, and test results shall be written, dated, and given to the Engineer for approval.

Highway Lighting System Warranty:

The Contractor shall secure the manufacturer's warranties and/or guarantees on electrical and/or mechanical equipment. These warranties and/or guarantees shall be submitted to the Department upon final acceptance of the completed highway lighting system. In addition to the manufacturer's warranties and/or guarantees, the Contractor shall warrant to the Department the complete, installed highway lighting system to be free of defects, as hereafter defined, for one calendar year beginning at the initial acceptance of the highway lighting system by the Department. The initial acceptance of the highway lighting system will occur upon the satisfactory correction of all deficiencies noted in the lighting system during the final inspection of the project.

The highway lighting system will be considered defective if any of the following conditions are discovered by visual inspection or by inspection with testing equipment within the warranty period:

1. Defective lamps or ballasts.
2. Failure to operate, in whole or in part.
3. Power wire grounding less than ten mega-ohms.
4. Shifts in pole/foundation alignment.
5. Short circuits or open circuits anywhere within the system.
6. Deterioration of finishes, plating, or paint not normal and customary in the environment in which the equipment is installed.
7. Settlement of trench backfill.
8. Defective fuses.
9. Defective or improperly installed splices.

These conditions listed shall not be considered all inclusive.

The highway lighting system is comprised of all Contract items for lighting, including but not limited to conduits, junction wells, cables, load centers, transformers, cabinet pads, pole bases, poles, high mast poles, light standards with and without davit arms, luminaires, sign lighting, service installations, and reworked/relocated existing lighting facilities.

There will be initial and periodic highway lighting system performance inspections after the Contractor has completed all the work. The initial inspection, to be conducted during the final construction inspection, will be to determine if the initial performance requirements are met. Periodic reviews will be conducted at monthly intervals through the warranty period to determine the sustained ability of the highway lighting system to meet the stated performance requirements.

The Department review team will be responsible for evaluating the highway lighting system within the project limits for both day and night acceptability considering all the possible defects listed above. If the highway lighting system is considered defective because of abnormal operation or deterioration (as listed above), the Department will require repair or replacement of the defective portion at its sole option.

All defective areas, which may include all highway lighting systems and components within the project limits, identified by the Department during initial or periodic inspections shall be repaired by the Contractor in accordance with this Section. All highway lighting system repair shall begin immediately following the notice to the Contractor of the lighting system defect unless weather limitations prevent the corrective work. The Department shall be given notification before the Contractor begins corrective work and shall be allowed full inspection of all operations and provided safe access to the areas being repaired.

If at any time during the warranty period, the highway lighting system or any portion thereof is rendered defective as a result of other than a manufacturing design or construction defect, the Department will repair, replace or revise said system at its sole option. The Contractor will not be held responsible for the cost to correct failures due to design defects in the highway lighting system.

Method of Measurement:

The quantity of electrical testing will not be measured.

Basis of Payment:

The quantity of testing will be paid for at the Contract lump sum price. Price and payment will constitute full compensation for furnishing all testing equipment, including ground rods; performing the tests; preparing the reports; and for all labor, equipment, tools, and incidentals required to complete the work. For highway lighting systems, price and payment will also constitute full compensation for providing the warranties.

5/24/02

746716 - ELECTRIC SERVICE ON PEDESTAL
746717 - ELECTRIC SERVICE ON PEDESTAL WITH SERVICE RISER

Description:

This work consists of the installation of an electrical service, aerial or underground, on a pedestal board or on a pedestal board with service riser.

Materials:

Meter pan (Supplied by Contractor - utility company approved)
3/4" "LB" conduit, Crouse-Hinds (C.H.) #LB-29, Killark #OLB-2, or approved equal
3/4" and 2" two hole pipe straps
3/4" weatherhead, C.H. #F75, Sepco # 401, or approved equal
2" galvanized conduit (5 feet ±)
3/4" aluminum conduit (20 to 40 feet ±)
2" "C" conduit, C.H. with cover and gasket, Killark #OC-6 or approved equal
2" to 3/4" reducer
2" conduit ground clamp
3/4" and 2" offset nipples, Steel City HO-222 and HO-226, Arlington #6A-3 and #6A-7, or approved equal
60 amp fuse disconnect, Elstanold #65U with 30 amp fuse #KTK, Ideal #65U or approved equal
#8TW or THWN stranded copper wire (50 to 100 feet (15 to 30 m) ±):
 - black and/or red for power
 - white for neutral
#4 split bolt connector, Burndy #KSU20, IlSCO #SK-4 or approved equal
#8/2 UF with ground
#8/3 UF with ground
#6 bare copper wire
3/4" Ground rod
3/4" Ground rod clamp
Copper covered staples
Service wedge clamp
Pressed steel channel clevis
Screw In Insulator
2" x 12" x 8' pressure treated pine board
Anti-oxidant joint compound, Ideal #30-030 NOALOX, IlSCO #DE80Z or approved equal

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

Construction Methods:

Electric Service on Pedestal without Service Riser:

All work shall comply with NEC and NESC standards and comply with utility company minimum requirements.

All conduits and hardware connections shall be tightened with the appropriate wrenches or tools.

The meter pan shall be wired for 240 V single phase on the line side.

All service wires shall be #8 stranded copper.

All connections made within a meter pan shall include an anti-oxidant joint compound.

Install a 2" x 10" x 8' pressure treated board with 3 feet of the board placed in the ground at the service location as directed by the Engineer.

Install an appropriate length of 2" galvanized conduit (threaded and reamed on both ends) on the end of the 90-degree sweeps (installed by others or under other items in this contract) at the base of the pedestal board so that the conduit will be 3 feet above the finished grade of the area.

Install the 2" "C" conduit on the top of the 2" galvanized conduit.

Place the meter pan 4 to 6 inches above the conduit and install a 2" chase or close nipple between them using approved methods. Place the meter pan on the pedestal to allow room for the line side conduit and connection (installed under other items in this contract) to be made.

Install #8/2 UF cable from the meter pan to the signal cabinet or the load location. The #8/2 UF cable and its installation shall be paid separately under other items in this contract.

The white wire shall be connected to the white wire of the #8/2 UF cable by the use of split bolt connector. The insulation should be removed from the ends of the wire to expose only 3/4" of stranded wire. The connection shall be completely taped. The bare copper wire from the #8/2 UF shall be attached to the "LB" conduit with a ground screw or clamp. The bare copper wire shall not enter the meter pan.

The black wire shall have a fused disconnect installed as per the manufacturer's installation instructions. Place all wires inside the conduit and install the cover(s) with gasket(s).

Install the ground rod under the conduit, driving rod within 6" of final grade. Using the appropriate ground rod clamps, attach enough #6 bare copper to reach and be connected to the 2" conduit ground clamp, to within 6" of the ground rod. Staple the #6 ground wire to the pedestal leaving enough slack to drive ground rod flush with final grade. Staples shall be placed every 6" and the #6 bare copper will be placed in a neat manner.

Electric Service on Pedestal with Service Riser:

Install the pedestal as described above. The pedestal will be installed within 10 feet of the utility company's wood pole. If the distance from the pedestal to the utility company's wood pole exceeds 10 feet, the additional work and material will be covered under other items of this contract. Install a length of 2" galvanized conduit under the meter pan, so that the conduit will have 2 feet of cover after a 2" galvanized elbow is installed. Connect the required length of 2" conduit to the elbow and install a second 2" galvanized elbow so that it is in direct contact with the utility company's wood pole. Install a 2" x 3' nipple to the elbow. Reduce the 2" conduit to 3/4" with an approved reducing bushing. Install 30 feet of 3/4" aluminum conduit above the conduit reducer, securing it to the wood pole within 12" of the conduit reducer and then at intervals not exceeding 3 feet. On the top of the 3/4" aluminum conduit install a 3/4" weatherhead, and secure the conduit to the wood pole within 12" of the weatherhead.

Install 3 (three) # 8 THHN stranded conductors {1 red, 1 black and 1 white} from the line side of the meter pan to the weatherhead, leaving 5 feet coiled and taped outside for connection by others. Connect the other end inside the meter pan using an anti-oxidation

Method of Measurement:

The quantity of electrical services will be measured as the number of services installed in accordance with these specifications, complete in place, and accepted.

Basis of Payment:

The quantity of electrical services will be paid for at the Contract unit price per each. Price and payment shall include full compensation for installing the service, all utility permits, all materials and for all labor, tools, equipment, and incidentals necessary to complete the item.

12/21/10

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 4A
746851 - POLE BASE, TYPE 4B
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, 4A, 4B, 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.

“Drop-in” Expansion Anchors and Bolts for Type 4A Pole Bases shall be provided by the Contractor. The anchors shall be stainless steel and shall accept ½" diameter stainless steel bolts. Anchors shall be Concrete Fastener Systems Model DIS 12, Hilti HDI SS 303, or approved equal.

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 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 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 of the outer edge.

Excavation for the pole bases may not exceed the dimension of the foundation by more than 12 inches in any one direction. If a form is used in the excavation more than 18 inches 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 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 4A or 4B Base, increase the depth to 4 feet.
 - b. 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 (d) below, or 9 feet, whichever is greater.
 - c. For a proposed Type 6 Pole Base, substitute a Type 2 Pole base and increase the depth in accordance with (d) below.
 - d. 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.

Should excavated material be unsuitable for trench backfill, the Contractor shall furnish material meeting the requirements of Borrow, Type C from other excavations or from borrow sites within the contract limits. Payment will be made using the item under which the material was initially excavated. Hauling, placement, and compaction are incidental to the item being backfilled.

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:

No payment will be made for backfill material meeting Borrow, Type C requirements that is placed outside of the vertical plans located 18" 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.

9/30/15

**746924 - FURNISH & INSTALL LOOP WIRE 1-CONDUCTOR #14 AWG ENCASED IN ¼”
FLEXIBLE TUBING IN A LOOP SAWCUT**

Description:

Sawcut and seal existing pavement, furnish and install loop detector wire, aluminum shielded “home-run” cable, as shown on the Plans.

Materials:

1. **1-conductor #14 AWG Cable in ¼” Flexible Tubing** - shall consist of cable preinstalled in a polyethylene (PE) plastic duct meeting IMSA 51-5. Cable shall be rated for 600 volts. The cable shall have a temperature tolerance range of at least - 65 to + 176 degrees Fahrenheit. The conductor is AWG #14 stranded copper. Outside diameter of the cable is 0.25 inches. Referred to as “loop wire”
2. **2-conductor #14 AWG Aluminum Shielded Cable** – see specifications for furnish and install cable. Referred to as “home-run cable”.
3. **Flexible embedding sealer** - 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 Industry11 1 for asphalt pavement, or approved equal. A sealer accelerant or retarder may be added per the manufacturers specifications.
4. **Backer Rod** - 5/8" closed cell foam
5. **Tape** – Vinyl electrical tape shall have a PVC base with rubber based pressure sensitive adhesive. The tape shall be a minimum 7 mils thick and be UL listed and marked per UL Standard 510 as flame retardant and cold resistant. It shall be compatible with synthetic cable insulations, jackets and splicing compounds and rated for wire and cable splices up to 600-volts.
6. For splices in Junction Well (see plan detail):
 - a. Dual Wall Heat Shrink Tubing – Heat-shrink tubing shall be medium or heavy wall thickness, irradiated polyolefin tubing containing an adhesive mastic inner wall. Minimum wall thickness prior to contraction shall be 40 mils. When heated, the inner wall shall melt and fill all crevices and interstices of the object being covered while the outer wall shrinks to form a waterproof insulation. Each end of the heat-shrink tube or the open end of the end cap of heat-shrink tubing shall, after contraction, overlap the conductor insulation at least one and one-half inches. Heat-shrink tubing shall conform to the requirements in UL Standard 468D and ANSI C119.1, for extruded insulated tubing at 600 V.
 - b. Soldering iron with Rosin Core solder
 - c. Splicing Kit- In-line barrel type design, resin encapsulating compound kit with UL486 rating. Suitable for use in wet or direct buried locations. Resin encapsulating compounds shall be acceptable for use at 16 degrees C.

Construction Methods:

Loop Wire Installation:

The pavement saw cut shall be 5/8" wide and up to 3½" deep. It shall be "wet-cut" in the directions and sizes specified on the Plans, 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 prior to sealing.

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"). A 5/8" backer rod will be placed into the bottom of the saw cut as needed to secure the wiring within the saw cut. 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.

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 and finished flush with the pavement. Drilled holes in the pavement shall also be sealed.

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 Plan Details). Wires shall be parallel, twisted a minimum of 5 wraps per foot, and taped every 12" to 18" from the end of the saw cut to a junction well up to the splice. The loop detector wire shall be installed between the end of the saw cut and junction well through a penetration created by a 1 ½" rotary drill as directed by the Engineer.

The loop detector wire shall be continuous and without splices from the junction well, through the saw cuts and conduit.

Home-run Wire Installation - refer to furnish and install cable specifications and conduit installation specifications. Refer to plans for details.

Splicing – splices between the loop detector wire and home-run cable shall be done in accordance with the plan details.

Conductors to be soldered shall be placed side by side with the exposed copper aligned. The copper shall then be twisted clockwise with pliers until a good mechanical connection is affected. The splice shall be coated with flux, heated with a soldering iron, and rosin core soldered in a manner that minimizes insulation damage. After each soldered connection is completed, it shall be properly insulated with heat shrink tubing.

After the electrical and mechanical connection is completed and before the splicing kit is applied, a test shall be made by the Contractor to ensure that all circuits are complete. An approved splice kit shall be installed as per manufacturer's instructions. A continuity test will be performed at the cabinet by the Department technician after the splicing kit is applied. The Department will be notified of the test results. If the continuity test fails the Contractor shall remake the splice and/or loop at his own expense.

If a splice is found to be faulty within 90 calendar days of installation, it shall be the Contractor's responsibility to remake the splice at his own expense.

Method of Measurement:

The quantity of loop detector wire to be measured under this item shall be the number of linear feet of sawcut in which loop detector wire is installed, sealed, tested, and accepted. Sealer, sealer accelerant or retarder shall be incidental to this item.

Loop detector wire routed through the rotary drill penetration is considered incidental to the cost of the loop installation.

Conduit and associated home-run cable between the junction well and cabinet will be measured and paid for under their respective items, separate from this specification.

Splicing of the loop detector wire to a home-run cable in a junction well shall be incidental to the cost of the loop wire.

Basis of Payment:

The quantity of loop detector wire supplied and installed will be paid for at the Contract unit price per linear foot, determined by measuring the footage of sawcut described above. Price and payment shall constitute full compensation for “wet”-sawcutting, furnishing and placing all materials including loop detector wire, backer rod, sealer, and for all labor, equipment, tools, splicing in the junction well, and incidentals necessary to complete this item.

The price bid per linear foot of sawcut with Loop Wire shall include drilling required for installation, concrete and pavement patching, sealing the conduit ends, internal bushings shown on the plans, and all incidentals necessary to complete the item.

7/18/14

747508 - LIGHTING CONTROL CENTER - 100 A
747509 - LIGHTING CONTROL CENTER - 200A

Description:

This work consists of furnishing and installing a lighting cabinet and all necessary electrical equipment, as indicated on the Plans, Standard Construction details, or as directed by the Engineer.

Materials:

Cabinet

The service cabinets and doors shall have a minimum size of 44" wide by 48" tall by 25" deep (Type R).

The cabinets and doors shall be constructed from 5052-H32 sheet aluminum alloy with a thickness of 0.125". External welds shall be made by using Heliarc welding method, internal weld, may be made by the wire welding method. All welds shall be neatly formed and free of cracks, flow holes and otherwise irregularities.

The outside surface of the cabinet shall have a smooth uniform, natural aluminum finish. The cabinets shall have a sloped top to prevent accumulation of water on its top surface.

The enclosure door frame shall be double flanged out on all four sides. These flanges increase strength of opening and keep dust and liquids from dropping into enclosure when door is opened. The cabinet door shall be hinged on the right side when facing the cabinet and shall be a minimum 80% of the front surface area. The door shall be gasketed to satisfy requirements of NEMA 4X enclosure.

The door shall have a heavy gauge continuous hinge with 1/4" diameter stainless steel hinge pin. Hinge shall be secured with 1/4-20 stainless steel carriage bolts and stainless steel nylock nuts.

Cabinets shall be provided with a 5052-H32 aluminum alloy metal back panel of 0.125" minimum thickness. All mounting hardware shall be furnished. All internal hardware shall be either stainless steel or cadmium pressed steel Type II, Class I.

Cabinets finish shall be natural aluminum mill finish for Federal Specification QQA-250/8.

Panelboard

Panelboards for three phase service shall be rated for 277/480 volt, three phase, four-wire operation. Panelboards for single phase service shall be rated for 240 volt, single phase three-wire operation. The panel board shall be UL listed and have a minimum of 200 amp rated main busses and main lugs only for 200A services and 100 amp rated main busses and main lugs only for 100A services. It shall have a minimum of 30 spaces for branch circuit breakers. It shall have a minimum 22,000 RMS symmetrical ampere short circuit current rating for 277/480V services or 10,000 RMS symmetrical ampere short circuit rating for 120/240V services. It shall conform to Federal Specification W-P-115C, Type 1, Class 1.

A solidly bonded equipment ground bar and neutral bar shall be provided.

The panel board shall be mounted within its own enclosure. It shall be of dead front construction and be rated NEMA Type 1. Finish shall be gray baked enamel.

Branch Circuit Breakers

Provide circuit breakers of quantity and current rating as required by the plans for proper circuiting and provide two spare breakers of like current rating as the other lighting circuit breakers. Circuit breakers shall be UL listed and comply with NEMA Standards and Federal Specification W-C-375B. Circuit breakers shall be rated for 10 KAIC for 120/240 volt service or 22KAIC for 277/480 volt service.

Lighting Contactor, Photocell and Override Control

Provide a central lighting contactor. Lighting contactor shall be electrically held, two or three pole as required for the given service type. Contacts shall be rated for 200 amps at the given service voltage. Coil shall be rated for the same voltage as the light fixtures.

Provide a remote photoelectric light control (photocell) mounted on the side of the lighting control cabinet using an OLB condulet body. Photocell shall be a cadmium-sulphide type with fail-safe in the "on" position. It shall be enclosed in a weatherproof housing, not susceptible to distortion, discoloration, cracking or crazing. It shall be a plug-in, locking type for mounting in a receptacle meeting UL Specification 773. It shall be rated for 1800 VA for ballast type loads and used to energize a contactor. It shall be designed to operate at the required voltage and at -20 degrees F ambient temperature. It shall have a turn-off time delay to prevent false turn-off due to lightning, stray lighting or flashing lights.

Provide 600 volt-rated three position maintained contact selector switch (automatic-off-manual) for override of photocell control.

Construction Methods:

Service conduit shall be installed in accordance with DeIDOT standard specification and utility company requirements. It will be paid for separately under its respective unit bid price item.

Cabinets shall be installed on the concrete pad using the method of attachment as noted on the Plan details, Standard Construction details, or as directed by the Engineer.

Electrical equipment shall be installed as indicated on the plans.

Method of Measurement:

The quantity of lighting cabinets shall be the actual number of lighting cabinets furnished and installed, including the cabinet, all electrical equipment, photo electric cell, and incidentals, complete in place, operational and accepted.

Basis of Payment:

The quantity of lighting cabinets will be paid for at the Contract unit price per each at the phasing and amperage specified; Item 747509 for 200 Amp Service and Item 747508 for 100 Amp Service. Price and payment will constitute full compensation for furnishing and installing the cabinet, internal electrical materials, photocell, and for all labor, equipment, tools and incidentals necessary to complete the item.

The cabinet base, conduits (except for sweeps included in the cabinet base), and required wiring shall be paid for separately under their respective bid items.

747514 - CABINET BASE TYPE F
747515 - CABINET BASE TYPE M
747516 - CABINET BASE TYPE P
747517 - CABINET BASE TYPE R

Description:

This work consists of constructing cabinet base Type F, M, P and R in accordance with the Standard Construction Details or applicable Plan Details and at locations as directed by plans or the Engineer.

Materials:

Class B Concrete
3/4" x 10' sectional copperclad steel ground rods
5/8" Zinc plated or Stainless Steel Drop-in Anchors manufactured by Hilti Systems, Concrete Fastening Systems, or approved equal
5/8" x 1-1/2" galvanized hex bolts
3/4" acorn type ground clamps
PVC conduit sweeps

Construction Methods:

The base shall conform to the dimensions as indicated in the cabinet base detail on the Standard Construction Details or applicable Plan Sheets. A concrete collar is only required when installed in earth areas or as directed by the engineer. Conduits entering the base must enter only in the designated area. A minimum distance of 1 inch shall be maintained between conduits and a minimum distance of 2 inches between conduits and the ground rods.

A minimum of 8 foot of the ground rods must be driven into undisturbed soil through the 2 inch PVC sleeve. The PVC sleeve shall be driven into the ground so that the top of the sleeve will be flush with the concrete when the base is poured.

Method of Measurement:

The quantity of cabinet bases will be measured as the number of bases constructed in accordance with these specifications, complete in place, and accepted.

All conduit sweeps extending into the cabinet base as shown on the Plans or Standard Details as applicable shall be included in the price for each cabinet base..

Basis of Payment:

The quantity of cabinet bases will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for all concrete, ground rods, labor, equipment, tools, conduit sweeps, and incidentals required to complete the work as shown on the standard details or applicable plan sheets.

10/9/2012

- 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% TiO₂ (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 μm) 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 μm) 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 μm) 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 µm to 600 µm) mesh spheres shall be the average resistance when tested in accordance with ASTM D1213.

The glass spheres shall have the following grading when tested in accordance with ASTM D1214.

<u>M247 AASHTO Type 1 Glass Spheres</u>		
<u>U.S. Standard Sieve</u>	<u>% Retained</u>	<u>% Passing</u>
#20 (850µm)	0	100
#30 (600µm)	5-25	75-95
#50 (300µm)	40-65	15-35
#100 (150µm)	15-35	0-5
Pan	0-5	

<u>Type 4 Large Spheres</u>		
<u>U.S. Standard Sieve</u>	<u>% Retained</u>	<u>% Passing</u>
#10 (2000 µm)	0	100
#12 (1680 µm)	0-5	95-100
#14 (1410 µm)	5-20	80-95
#16 (1190 µm)	40-80	10-40
#18 (1000 µm)	10-40	0-5
#20 (850 µm)	0-5	0-2
Pan	0-2	

The AASHTO M247 Type 1 glass spheres shall be treated with a moisture-proof coating. They shall show no tendency to absorb moisture in storage and shall remain free of clusters and hard lumps. They shall flow freely from dispensing equipment at any time when surface and atmosphere conditions are satisfactory for marking operations. The moisture-resistance of the glass spheres shall be determined in accordance with AASHTO M247 test method 4.4.1.

Type IV glass spheres shall be treated with an adhesion coating. They shall show no tendency to absorb moisture in storage and shall remain free of clusters and hard lumps. They shall flow freely from dispensing equipment at any time when surface and atmosphere conditions are satisfactory for marking operations. The adhesion coating property of the Type IV beads shall be tested in accordance with the dansyl-chloride test.

C. Black Epoxy Contrast Markings

Epoxy Resin Requirements: The two-component, 100% solids, paint shall be formulated and designed to provide a simple volumetric mixing ratio (e.g. 2 part component A to 1 part component B) specifically for service as a hot-spray applied binder for black aggregate in such a manner as to produce maximum adhesion. The material shall be composed of epoxy resins and pigments only.

The paint shall be well mixed in the manufacturing process and shall be free from defects and imperfections that may adversely affect the serviceability of the finished product. The paint shall not thicken, curdle, gel, settle excessively, or otherwise display any objectionable properties after storage. Individual components shall not require mixing prior to use when stored for a maximum of 6 months.

The overall paint composition shall be left to the discretion of the manufacturer, but shall meet the following requirements:

Composition:	<u>Component</u>	<u>Percent By Weight</u>
	Carbon Black	7±2 percent, by weight
	(ASTM D476 Type III)	
	Talc	14±2 percent, by weight
	Epoxy Resin	79±4 percent, by weight

D. Black Aggregate

The moisture resistant aggregate shall meet the gradation requirements (AASHTO T27) as follows:

<u>Sieve Size</u>	<u>Percent Retained</u>
#30	18-28%
#40	60-80%
#50	2-14%

The moisture resistant aggregate shall have a ceramic coating. The aggregate shall be angular with no dry dispensement pigment allowed.

<u>Hardness:</u>	The black aggregate hardness shall be 6.5-7 on Moh's Mineral Scale.
<u>Porosity:</u>	The black aggregate porosity shall be less than two (2) percent.
<u>Moisture Content:</u>	The black aggregate moisture content shall be less than a half (.5) percent.

E. Packaging and Shipment

Epoxy pavement marking materials shall be shipped to the job site in strong substantial containers. Individual containers shall be plainly marked with the following information:

- a. Name of Product
- b. Lot Number
- c. Batch Number
- d. Test Number
- e. Date of Manufacture
- f. Date of expiration of acceptance (12 months from date of manufacture)
- g. The statement (as appropriate)
 - Part A - Contains Pigment & Epoxy Resin
 - Part B - Contains Catalyst
- h. Quantity
- i. Mixing proportions, Application Temperature and Instructions
- j. Safety Information
- k. Manufacturer's Name and Address

Reflective glass spheres shall be shipped in moisture resistant bags. Each bag shall be marked with the name and address of the manufacturer and the name and net weight of the material.

F. The Department reserves the right to randomly take a one-quart sample of white, yellow and hardener, of the epoxy material or glass spheres without prior notice for testing to ensure the epoxy material meets specifications.

Epoxy Application Equipment:

Application equipment for the placement of epoxy reflectorized pavement markings shall be approved by the Department, prior to the start of work.

At any time throughout the duration of the project, the Contractor shall provide free access to his epoxy application equipment for inspection by the Engineer or his authorized representative.

In general, the application equipment shall be a mobile, truck mounted and self contained pavement marking machine, specifically designed to apply epoxy resin materials and reflective glass spheres in continuous and skip-line patterns. The application equipment shall be maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. In addition, the truck mounted unit shall be provided with accessories to allow for the marking of legends, symbols, crosswalks, and other special patterns.

The Engineer may approve the use of a portable applicator in lieu of truck mounted accessories, for use in applying special markings only, provided such equipment can demonstrate satisfactory application of reflectorized epoxy markings in accordance with these specifications.

The applicator shall be capable of installing up to 20,000 lineal feet (6,100 lineal meters) of epoxy reflectorized pavement markings in an 8-hour day and shall include the following features:

1. The applicator shall provide individual material reservoirs, or space, for the storage of Part A and Part B of the epoxy resin composition; for the storage of water; and for the storage of reflective glass spheres.
2. The applicator shall be equipped with heating equipment of sufficient capacity to maintain the individual epoxy resin components at the manufacturer's recommended temperature for spray application and for heating water to a temperature of approximately 140 °F (60 °C).
3. The glass spheres shall be gravity dropped upon 20 mils (500 um) of epoxy pavement markings to produce a wet-night-reflective pavement marking. The large spheres (Federal Spec. Type 4) shall be applied at a rate of 12 pounds per gallon (1.4 kg/L) of epoxy pavement marking material, immediately followed by a second drop of AASHTO M-247 Type 1 glass spheres applied rate of 12 pounds per gallon (1.4 kg/L) of epoxy pavement marking material. This application rate and the following gradation shall conform to FHWA's FP-96: Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (pages 757-761 Type 3 and Type 4 Beads).
4. The applicator shall be equipped with metering devices or pressure gauges, on the proportioning pumps. Metering devices or pressure gauges shall be visible to the Engineer.
5. The applicator shall be equipped with all the necessary spray equipment, mixers, compressors, and other appurtenances to allow for the placement of epoxy reflectorized pavement markings in a simultaneous sequence of operations as described below in Construction Details, D. Applications of Epoxy Reflectorized Pavement Markings of this Special Provisions.

Construction Details.

- A. General: All pavement marking and patterns shall be placed as shown on the Plans or as directed by the Engineer.

Before any pavement markings work is begun, a schedule of operations shall be submitted for the approval of the Engineer. This schedule shall be submitted 2 weeks prior to the application of the striping.

At least five (5) days prior to starting striping the Contractor shall provide the Engineer with the epoxy manufacturer's written instructions for use. These instructions shall include but not be limited to: mixing ratios, application temperatures, and recommendations for use of water spray.

The application of pavement markings shall be done in the general direction of traffic. Striping against the direction of traffic flow shall not be allowed.

The Contractor shall be responsible for removing, to the satisfaction of the Engineer, tracking marks, spilled epoxy or epoxy markings applied in unauthorized areas.

The hot water spray shall not be used in conjunction with markings applications on any pavement surface, or on any existing durable type marking, unless specifically recommended by the manufacturer of the epoxy material.

- B. Atmospheric Conditions: Epoxy pavement markings shall only be applied during conditions of dry weather and on substantially dry pavement surfaces. At the time of installation the pavement surface temperature shall be a minimum of 35 °F (2 °C) and the ambient temperature shall be a minimum of 35 °F (2 °C) and rising. The Engineer shall be the sole determiner as to when atmospheric conditions and pavement surface conditions are such to produce satisfactory results.

- C. Surface Preparations: The Contractor shall clean the pavement or existing durable marking to the satisfaction of the Engineer.

Surface cleaning and preparation work shall be performed only in the area of the epoxy markings application.

At the time of application all pavement surfaces and existing durable markings shall be free of oil, dirt, dust, grease and similar foreign materials. The cost of cleaning these contaminants shall be included in the bid price of this item. Also, the item shall include the cost of removal of the curing component in the area of the epoxy markings application, if concrete curing compounds on new portland cement concrete surfaces have been used. Waterblasting will not be permitted for removal.

- D. Application of White/Yellow Epoxy Reflectorized Pavement Markings: White/yellow epoxy reflectorized pavement markings shall be placed at the widths and patterns designated on the Contract Plans.

Markings operations shall not begin until applicable surface preparation work is completed, and approved by the Engineer.

White/yellow epoxy pavement markings shall be applied at a minimum uniform thickness of 20 mils (500 µm) on all Portland cement concrete and bituminous concrete pavement, including Stone Matrix Asphalt.

Large reflective glass spheres (Federal Spec. Type 4) shall be applied at the rate of 12 pounds per gallon (1.4 kg/L) of epoxy pavement marking material, immediately followed by a second drop of AASHTO M-247 Type 1 glass spheres applied at a rate of 12 pounds per gallon (1.4 kg/L) of epoxy pavement marking material. Glass spheres shall uniformly cover the length and width of the pavement marking.

- E. Application of Black Epoxy Contrast Pavement Markings: Black epoxy contrast pavement markings shall be placed at the widths designated on the Contract Plans.

Markings operations shall not begin until applicable surface preparation work is completed, and approved by the Engineer.

Black epoxy contrast pavement markings shall be applied at a minimum uniform thickness of 20 mils (500 μm) on all Portland cement concrete surfaces followed by a single drop of graded black aggregate.

The width of black epoxy line shall be applied for the following situations:

Center Skip Line - On Portland cement concrete pavements a black contrast skip line shall be 10 feet (3 m) in length of the same width as the white epoxy reflectorized skip. It is to lead the white skip and stop at the beginning of the white skip. The black contrast skip is to have a single application of graded black aggregate.

Edge Lines - White Edge lines on Portland cement concrete pavements shall have a 3 inch black contrast line running parallel to the white edge line. The contrast line shall be to the inside or travel lane side of the edge line. The black contrast marking is to be applied with a single drop of graded black aggregate. Once it has cured sufficiently so as not to track, the reflectorized white line is to be applied along side of the contrast line and the two lines shall adjoin each other.

Dotted Line: All dotted lines on Portland cement concrete pavements shall have a base of black contrast markings which is 4 inches (100 mm) wider than the reflective white marking. The black contrast marking is to be applied first with a single drop of graded black aggregate. Once it has cured sufficiently so as not to track, the reflectorized white line is to be applied on top of it. The reflective line is to be centered along the black contrast line such that a minimum of 2 inches (50 mm) of black contrast marking is visible on either side of the reflective marking.

- F. Defective Epoxy Pavement Markings: Epoxy reflectorized pavement markings, which after application and curing are determined by the Engineer to be defective and not in conformance with this specification, shall be repaired. Repair of defective markings shall be the responsibility of the Contractor and shall be performed to the satisfaction of the Engineer as follows:

1. Insufficient film thickness [(less than 20 \pm 1 mils (500 μm) as applicable] and line widths; insufficient glass bead coverage or inadequate glass bead retention.

Repair Method: Prepare the surface of the defective epoxy marking by shot blasting, sand blasting, or water blasting. No other cleaning methods will be allowed. Surface preparation shall be performed to the extent that a substantial amount of the reflective glass spheres are removed and a roughened epoxy marking surface remains.

Immediately after surface preparation remove loose particles and foreign debris by brooming or blasting with compressed air.

Repair shall be made by re-striping over the cleaned surface, in accordance with the requirements of this specification and at a full 20 \pm 1 mils (500 μm) minimum line thickness as applicable.

2. Uncured or discolored epoxy (brown patches); insufficient bond to pavement surface (or existing durable marking).

Uncured epoxy shall be defined as applied material that fails to cure (dry) in accordance with the requirements of this specification under MATERIALS, A, 2d. DRYING TIME (FIELD); or applied material that fails to cure (dry) within a reasonable time period under actual field conditions, as defined by the Engineer.

Discoloration (brown patches) shall be defined as localized areas or patches of brown or grayish colored epoxy marking material. These areas often occur in a cyclic pattern and also, often are not visible until several days or weeks after markings are applied.

Repair Method: The defective epoxy marking shall be completely removed and cleaned to the underlying pavement surface to the satisfaction of the Engineer.

The extent of removal shall be the defective area plus any adjacent epoxy pavement marking material extending one foot (300 mm) any direction.

After surface preparation work is complete, repair shall be made by re-applying epoxy over the cleaned pavement surface in accordance with the requirements of this specification.

3. Reflectivity for epoxy resin paint.

After satisfactory completion of all striping work and written notification from the Contractor, the Department shall test the striping to ensure it has the minimum reflectivity. The testing will be completed within 30 calendar days from notification. The Contractor may request that tests be conducted on completed phases or portions of the work. Approval of such a request will be at the discretion of the Engineer. Testing will be done using a LTL-X Retrometer (30 meter geometry). Five readings will be taken per line per mile (1.6 km). Projects less than 1 mile (1.6 km) in length will have a minimum of 5 readings per line. These readings will then be averaged for the overall project average.

The required average minimum initial reflectivity reading in millicandellas shall be:

White 450
Yellow 325

Any single reading shall not be less than 350 millicandellas for white and 250 millicandellas for yellow. Without exception, any pavement markings installed that does not meet the above average minimum initial reflectivity numbers shall be removed and replaced, at the installation contractor's expense.

Other defects not noted above, but determined by the Engineer to need repair, shall be repaired or replaced as directed by and to the satisfaction of the Engineer.

All work in conjunction with the repair or replacement of defective epoxy reflectorized pavement markings shall be performed by the Contractor at no additional cost to the State.

Method of Measurement:

The quantity of permanent pavement striping (white, yellow, or black epoxy resin paint) will be measured by the number of linear feet (meters) of pavement striping line and number of square feet (meter) of symbol installed on the pavement and accepted in accordance with the Plans.

Basis of Payment:

The quantity of permanent pavement striping (white, yellow, or black epoxy resin paint) payment will be paid for at the Contract unit price per linear foot (meter) for 3", 4", 5", 6", 8", 9", 10", 12", 14", 16" (75 mm, 100 mm, 125 mm, 150 mm, 200 mm, 225 mm, 250 mm, 300 mm, 350 mm, or 400 mm) line and the Contract unit price per square foot (meter) of symbol. The quantity of permanent pavement marking (white, yellow, or black epoxy resin paint) will be paid for at the Contract unit price per linear foot (meter) of line and the Contract unit price per square foot (meter) of symbol. Price and payment shall include striping layout, cleaning and preparing the pavement surface, and placing all materials, for all labor, tools, equipment and incidentals necessary to complete the work.

NOTE:

For information only:

The following manufacturers are known to us which manufacturer Epoxy Resin Paint for Pavement Striping. The Department does not endorse or require the use of any of the manufacturers listed below. However, a bidder wishes to use another manufacturer's product, it shall be submitted for review and approval prior to submitting a bid proposal. Should the product be deemed unacceptable by the Department, the successful bidder will be required to use only an approved product.

1. POLY CARB, Inc.
33095 Bainbridge Road
Solon, Ohio 44139
Tel. 1-800-CALLMIX
2. IPS - Ennis Paint
P.O. Box 13582
Research Triangle Park, North Carolina 27709
Tel. 1-877-477-7623
3. Epoplex
One Park Avenue
Maple Shade, NJ 08052
Tel. 1-800-822-6920
4. Or an approved equal.

8/7/2013

748530 - REMOVAL OF PAVEMENT STRIPING

Description:

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

Materials and Construction Methods:

Paint and Epoxy Resins:

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

Alkyd Thermoplastic:

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

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

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

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

Method of Measurement:

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

Basis of Payment:

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

Note:

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

5/21/2013

749500 – SIGN PANEL
749578 - EXTRUDED SIGN PANEL GROUND MOUNTED TYPE III SHEETING (FEDERAL)

Description:

This work consists of furnishing all materials, fabrication, and erection of new extruded aluminum sign panels, complete with demountable copy, connections to supports, and other incidentals as are shown on the Plans, or described in the special provisions to be used for all federally funded projects.

The item shall also include removing and transporting of the existing sign panels before fabricating and erecting new sign panels, if such requirement is specified on the Plans.

Design:

Sign panels and their connections to supports shall be designed for applicable loadings and allowable stresses specified for supports. All panels, stiffeners and subframing shall conform with any pertinent requirements set forth in the AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals" with subsequent revisions. No method of stiffening will be allowed which would require rivets, bolts, screws, or nuts perforating the message face. The Contractor shall submit detail drawings showing the details for fabrications of the panels and support connections for prior approval.

Extruded Aluminum:

Extruded aluminum sign panels shall have demountable copy. After installation of the signs is completed, they will be inspected. If specular reflection is apparent on any sign, its positioning shall be adjusted by the Contractor, as directed by the Engineer.

Sign Panel Size: Sizes of sign panels having demountable copy have been based on the 3M Company spacing charts. All letters shall be placed in accordance with manufacturer's spacing charts. Overall horizontal and vertical dimensions shall be in 6" (150 mm) increments.

Materials:

The overhead sign sheeting shall be wide angle, prismatic, retroreflective sheeting. The coefficients of retroreflection, R_a , shall not be less than the minimum values specified in the following table when tested in accordance with ASTM E 810. This table contains "core" values as found in ASTM D 4956. The 0.1 observation angle is not required for this item.

Minimum Coefficient of Retroreflection R_a
 (Candelas per lux per square meter)

TABLE 3 Type IX Sheeting ^A							
Observation Angle	Entrance Angle	White	Yellow	Orange	Green	Red	Blue
0.1 ^A	-4	660	500	250	66	130	30
0.1 ^B	+30	370	280	140	37	74	17
0.2	-4	380	285	145	38	76	17
0.2	+30	215	162	82	22	43	10
0.5	-4	240	180	90	24	48	11
0.5	+30	135	100	50	14	27	6.0

Observation Angle	Entrance Angle	White	Yellow	Orange	Green	Red	Blue
1.0	-4	80	60	30	8.0	16	3.6
1.0	+30	45	34	17	4.5	9.0	2.0

^A Minimum Coefficient of Retroreflection(R_A) $\text{cd}\cdot\text{lx}^{-1}\cdot\text{m}^{-2}$

^B Values for 0.1 observation angles are supplementary requirements that shall apply only when specified by the purchaser in the contract or order.

The ground mounted sign sheeting shall meet or exceed the following values. The coefficients of Retroreflection shall be determined in accordance with ASTM E-810. This table contains “core” values as found in ASTM D 4956. The 0.1 observation angle is not required for this item.

Observation Angle	Entrance Angle	White	Yellow	Orange	Green	Red	Blue	Brown
0.1 ^B	-4	300	200	120	54	54	24	14
0.1 ^B	+30	180	120	72	32	32	14	10
0.2	-4	250	170	100	45	45	20	12
0.2	+30	150	100	60	25	25	11	8.5
0.5	-4	95	62	30	15	15	7.5	5.0
0.5	+30	65	45	25	10	10	5.0	3.5

^A Minimum Coefficient of Retroreflection(R_A) $\text{cd}/\text{fc}/\text{ft}^2(\text{cd}\cdot\text{lx}^{-1}\cdot\text{m}^{-2})$

^B Values for 0.1 observation angles are supplementary requirements that shall apply only when specified by the purchaser in the contract or order.

WARRANTY

The sheeting manufacturer shall submit with each lot or shipment, a certification that states the material supplied will meet all the requirements listed herein.

Field Performance Requirements:

The retroreflective sheeting will be considered unsatisfactory if it has deteriorated due to natural causes to the extent that: (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions; or (2) the coefficient of retroreflection is less than the minimum specified for that sheeting during that period listed.

- 85% of values listed in Table 7 Type III after 10 years
- 80% of values listed in Table 3 Type IX after 12 years.

All measurements shall be made after sign cleaning according to sheeting manufacturer’s recommendations.

Sheeting Manufacturer's Replacement Obligation:

Where it can be shown that retroreflective signs supplied and used according to the sheeting manufacturer's recommendations, have not met the performance requirements of this specification the sheeting manufacturer shall cover restoration costs as follows for sheeting shown to be unsatisfactory during:

The entire 12 years (Type IX) and 8 years (Type III): the sheeting manufacturer will replace the sign in its entirety inclusive of the sign panel, sign sheeting, labor, and M.O.T required to restore the sign surface to its original effectiveness.

Extruded Aluminum:

Extruded Aluminum Sign Panels and Edge Strip. Extruded aluminum sign panels and edge strip shall conform to B221, alloy 6063 T6.

Hardware: hardware shall be clear anodized, conforming to one of the following: B209, alloy 2024 T4; B211, alloy 2024 T4, 6262 T9, 6061 T6, 7075 T6 or 2017 T4.

Extruded Aluminum:

The front faces of the sign panels shall be degreased by one of the following methods:

1. Vapor degreasing by total immersion in a saturated vapor of trichlorethylene or perchloroethylene. Trademark printing shall be removed with lacquer thinner or by a controlled alkaline cleaning system.
2. Alkaline degreasing by total immersion in a tank containing alkaline solutions controlled and titrated to the solution manufacturer's specification. Rinse thoroughly with clean running water.

Immersion time shall depend upon the amount of grease or dirt present and the gage of the metal, and shall be sufficient to effect complete removal of all corrosion, white rust, and dirt.

Following degreasing, the front faces shall be etched by one of the following methods:

1. Acid etching in a 6 to 8 percent phosphoric acid solution at 100 °F (38 °C), or proprietary acid etching solution. Rinse thoroughly with cold, then hot running water.
2. Alkaline etching in an approved alkaline etching material that is controlled by titration. The etching time, temperature, and concentration shall be as specified by the solution manufacturer. Smut shall be removed with an acidic chromium compound type solution as specified by the solution manufacturer, and shall be rinsed thoroughly with clean running water.

The surface etch shall provide a clean mat, or non-glare finish, suitable for the application of the retroreflective sheeting. This finish shall also be suitable for the uncovered reverse sides of the signs. Any protective film or coating applied to resulting from chemical action on the aluminum surface shall be light, tight, and free from all powdery residue.

As an alternate to the above etching systems, any one of the following metal preparation systems, employing a chemical conversions coating, may be used providing it complies fully with the recommendations and specifications furnished by the respective preparation manufacturer:

1. "Alodine" 1200 or 1200S, by Amchem Products, Inc.
2. "Bonderite" 723 with Process Specification No. 249, by Parker Rust Proof Company.
3. "Chromicoat", by Oakite Products, Inc.
4. Other approved system(s), producing a conversion coat meeting the requirements of Military Specification MIL-C-5541.

Alternate coats shall be light, tight, and free from any powdery residue.

After degreasing and etching, the panels shall be dried by the use of forced, hot air.

Panels shall not be handled except by device or clean canvas gloves, from the time degreasing is started to the time of application of retroreflective sheeting, nor shall contaminants be permitted to come into contact with the panels during that period.

Construction Methods:

Sign Face Finishing: All retroreflective sheeting, backgrounds, letters, numerals, symbols, and borders shall be clean-cut and sharp, and the messages on all signs shall be as indicated on the plans. Application of retroreflective sheeting to aluminum panels shall be in accordance with sheeting manufacturer's recommendations. Retroreflective sheeting shall be color matched and marked. The height of characters and the alphabet series to be employed for the signs shall conform to the Plans and their references. The alphabet series used on the sign panels shall be those of the publication titled "Standard Alphabets for Highways Signs" of the Federal Highway Administration.

The working drawings prepared by the Contractor shall clearly indicate the proposed spacing of the letters and the locations and arrangements of symbols and borders.

After the panel has been degreased and etched, the retroreflective sheeting shall be applied by a method described elsewhere in these Special Provisions.

No sheeting shall be applied when the temperature is less than 50 F (10 C).

Whenever it is necessary to construct the background of a sign face with two or more pieces of retroreflective sheeting, they must be carefully matched for color prior to application and sign fabrication, to provide uniform appearance and brilliance, day and night. Each full width section of retroreflective sheeting mounted adjacent to another full width section taken consecutively from the same roll shall be rotated and mounted 180 degrees with respect to that adjacent section. This rule shall also be observed as a guide when partial width sheets of retroreflective sheeting are used.

Non-conformance may result in non-uniform shading and an undesirable contrast between adjacent widths of applied sheeting which will render signs unacceptable. The entire background of each sign shall be uniform in color, brilliance, texture, and general appearance as seen in the daytime and under typical automobile illumination at night. No more sections of retroreflective sheeting shall be used for backgrounds than is necessary; remnants, scraps, and odd sized pieces of sheeting shall not be used in the fabrication of any signs manufactured for this contract. Joints between retroreflective sheeting sections shall either butt or overlap no more than 3/8" (9.5 mm). Horizontal joints between retroreflective sheeting sections shall not be allowed.

Sign Panel Erection: Signs shall be slip-sheeted, packed, and shipped in such manner as to ensure arrival at their respective places of erection in an undamaged condition. All signs arriving at the erection site(s) in a condition which in the opinion of the Engineer, renders them unsuitable for use, shall be removed and replaced by the Contractor at his sole expense. Sign Panels shall not be shipped for erection in such a manner that results in horizontal joints of the retroreflective sheeting.

It is not anticipated that there will be any sign panels which are required to be mounted whose messages will be inappropriate to the guiding of traffic at the time of sign erection. However, in the event that the Engineer determines that certain sign messages are inappropriate, the panels of such signs shall be covered by an opaque material, until such time as the sign messages become appropriate. The covering material and the manner of securing the material to the sign panel(s), shall meet with the approval of the Engineer. The Engineer will indicate to the Contractor which signs, if any, must be covered, and when to remove the covers.

Sign Covers: Sign covers shall be 10 ounce (280 g) cotton duck conforming to ASTM D-320, Army Duck, and dyed to a dark green approximating the green for sign backgrounds.

Identification Tags: The Contractor shall furnish and place identification tags or decals which state the Contract number, month and year of erection on the lower reverse side of the panel, near the point closest to the roadway shoulder.

Method of Measurement:

The quantity of sign panels will be measured as the actual number of square feet (meters) of front sign face surface area of all sign panels constructed, installed and accepted. The area will be computed from the maximum width and height dimensions of each sign panel, as shown on the Plans, or on the approved sign panel shop drawings, (verified by field measurements). All sign panels will be considered either square or rectangular in shape, as the case may be, and no area deductions will be made for rounding of corners.

Basis of Payment:

The quantity of sign panel will be paid for at the Contract unit price per square foot (meter). Price and payment will constitute full compensation for furnishing, fabricating, and erecting sign panels complete in place and accepted, with retroreflective materials, copy, symbols, borders, connections to supports, degreasing, etching, covering and uncovering sign messages where necessary, and for all labor, materials, tools, equipment, and incidentals required to complete the item.

Unless otherwise indicated on the Plans, the cost of removing and transporting to the nearest highway maintenance yard the existing sign panels and accessories shall also be included under this item if such requirement is indicated on the Plans.

4/11/07

749687 - INSTALLATION OR REMOVAL OF TRAFFIC SIGN ON SINGLE SIGN POST

Description:

This work consists of installing or removing traffic sign(s) on a single post or other type of pole at the locations indicated on the Plans or as directed by the Engineer. This specification also includes installation of posts in boring holes constructed under other items.

A single sign totaling more than 9 square feet, or with any dimension, length or width, greater than or equal to 48 inches shall be installed on multiple sign posts under Item 749690 - Installation or Removal of Traffic Sign on Multiple Sign Posts.

Materials:

The Department will provide all sign materials to be used on this project. The Contractor shall contact the DeIDOT 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 DeIDOT Sign Shop and deliver them to the job site without any damage to the sign materials.

Construction Methods:

The Contractor shall pick-up necessary signs, sign posts, hardware, and extensions from the Department and install the signs in the locations indicated on the Plans in accordance with the Delaware MUTCD or as directed by the Engineer. The Contractor shall be responsible for obtaining all necessary utility clearances before the signs may be installed. Signs and plaques shall be mounted no lower than the minimum mounting height specified in the Delaware MUTCD. Signs and plaques shall be mounted no higher than one foot above the minimum mounting height specified in the Delaware MUTCD. Any excess sign post protruding above the top of the top sign shall be cut off and removed. For sign removals, the sign posts shall have all nuts, bolts, and other connectors removed. The disturbed ground shall be graded and backfilled accordingly. The Contractor is responsible for disposal of all signing material removed from the project

Method of Measurement:

The number of single sign installations or removals will be measured as the actual number of signs installed or removed and accepted.

Basis of Payment:

The quantity of single sign post installations or removals will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for installing or removing signs and sign materials, pick-up and delivery of sign materials, grading disturbed areas, and for all labor, equipment, tools, and incidentals required to complete the work. Signs that are not installed in accordance with the Delaware MUTCD or signs installed in the incorrect location shall be moved at no additional cost to the Department.

5/28/2013

749690 - INSTALLATION OR REMOVAL OF TRAFFIC SIGN ON MULTIPLE SIGN POSTS

Description:

This work consists of installing or removing traffic sign(s) on multiple sign posts at the locations indicated on the Plans or as directed by the Engineer. This specification also includes installation of posts in holes installed under other items.

A single sign totaling more than 9 square feet, or with any dimension, length or width, greater than 48 inches shall be mounted on two (2) posts. Signs with a length greater than or equal to 78 inches shall be mounted on three (3) sign posts.

Materials:

The Department will provide all sign materials to be used on this project. The Contractor shall contact the DeIDOT 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 DeIDOT Sign Shop and deliver them to the job site without any damage to the sign materials.

Construction Methods:

The Contractor shall pick-up necessary signs, sign posts, hardware, and extensions from the Department and install the signs in the locations indicated on the Plans in accordance with the Delaware MUTCD or as directed by the Engineer. The Contractor shall be responsible for obtaining all necessary utility clearances before the signs may be installed. Signs and plaques shall be mounted no lower than the minimum mounting height specified in the Delaware MUTCD. Signs and plaques shall be mounted no higher than one foot above the minimum mounting height specified in the Delaware MUTCD. Any excess sign post protruding above the top of the top sign shall be cut off and removed. For sign removals, the sign posts shall have all nuts, bolts, and other connectors removed. For sign removals, the sign posts shall have all nuts, bolts, and other connectors removed. The disturbed ground shall be graded and backfilled accordingly. The Contractor is responsible for disposal of all signing material removed from the project..

Method of Measurement:

The number of sign installations or removals will be measured as the total square foot of the sign(s) installed or removed and accepted.

Basis of Payment:

The quantity of sign installations or removals will be paid for at the Contract unit price per square foot. Price and Payment will constitute full compensation for installing or removing signs and sign materials, pick-up and delivery of sign materials, grading disturbed areas, and for all labor, equipment, tools, and incidentals required to complete the work. Signs that are not installed accordance with the Delaware MUTCD or signs installed in the incorrect location shall be moved at no additional cost to the Department.

5/28/2013

763501 - CONSTRUCTION ENGINEERING

1) 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: Top and bottom pay limit elevations for all excavation bid items that are not field measured by Construction inspection personnel. The Contractor shall notify the Engineer when these pay limit elevations are ready and allow for a minimum of two calendar days for the Engineer to obtain the information.
- (c) Line and grade for extra work added on to the project plans.

2) 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 and Automatic Level 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 (DELDOT Construction Inspectors). 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. Choosing to use GPS technology does not give the contractor authority to use machine control.- Construction Engineering (GPS) Machine Control Grading shall only be used if noted in the General Notes in the plan set outlining the available files that will be provided to the Contractor and "the Release for delivery of documents in electronic form to a contractor" are signed by all parties prior to delivery of any electronic files. Only files designated in the General Notes shall be provided to the contractor. If machine control grading is allowed on the project see the "machine control" section of this specification. GPS technology and machine control technology shall not be used in the construction of bridges.

3) 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:

4) 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 verify the precision of given control points. Establishing plan coordinates and elevation 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 0.035 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 precision ratio shall have a minimum precision of 1:20,000 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 must 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 before and 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 or their designated representative, 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 utility relocations, which will be performed by others, after the Notice to Proceed has been given to the Contractor, 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.
- (h) Whenever the Engineer will be recording data for establishment of pay limits, the Contractor will be invited to obtain the data jointly with the Engineer's Survey Crew(s) in order to agree with the information. If the Contractor's representative is not able to obtain the same data, then the information obtained by the Engineer shall be considered the information to be used in computing the quantities in question.

5) 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, electronic files, and other records necessary to accomplish the work shall be made available to the Department in a neat and organized manner at any time 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. Copies of all notes must be furnished to the engineer at the completion of the project.

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 - traverse closure report.
- (e) Description of newly established benchmarks with location, elevation and closed loop survey field notes - bench closure report
- (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 borrows 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.

Machine Control Grading

This Section of the specification shall only be used if machine control is authorized for use on the project.

Description:

This specification contains the requirements for grading operations utilizing Global Positioning Systems (GPS).

Use of this procedure and equipment is intended for grading the subgrade surface; it is not intended for the use in constructing final surface grades.

The Contractor may use any manufacturer's GPS machine control equipment and system that results in achieving the grading requirements outlined in section 202 of the standard specifications. The Contractor shall convert the electronic data provided by the Department into the format required by their system. The Department will only provide the information outlined in this document and no additional electronic data will be provided.

The Contractor shall perform at least one 500 foot test section with the selected GPS system to demonstrate that the Contractor has the capabilities, knowledge, equipment, and experience to properly operate the system and meet acceptable tolerances. The engineer will evaluate and make the determination as to whether additional 500 foot test sections are required. If the Contractor fails to demonstrate this ability to the satisfaction of the Department, the Contractor shall construct the project using conventional surveying and staking methods.

Materials:

All equipment required to perform GPS machine control grading, including equipment needed by DeIDOT to verify the work, shall be provided by the Contractor and shall be able to generate end results that are in accordance with the requirements of Division 200 - EARTHWORK of the Standard Specifications.

Construction:

a. DeIDOT Responsibilities:

1. The Department will set initial vertical and horizontal control points in the field for the project as indicated in the contract documents, (plans set). If the Contractor needs to establish new control points they shall be traversed from existing control points and verified to be accurate by conventional surveying techniques.
2. The Department will provide the project specific localized coordinate system.
3. The Department will provide data in an electronic format to the Contractor as indicated in the General Notes.
 - a. The information provided shall not be considered a representation of actual conditions to be encountered during construction. Furnishing this information does not relieve the Contractor from the responsibility of making an investigation of conditions to be encountered including, but not limited to site visits, and basing the bid on information obtained from these investigations, and the professional interpretations and judgments of the Contractor. The Contractor shall assume the risk of error if the information is used for any purpose for which the information is not intended.
 - b. Any assumption the Contractor makes from this electronic information shall be at their risk. If the Contractor chooses to develop their own digital terrain model the Contractor shall be fully responsible for all cost, liability, accuracy and delays.
 - c. The Department will develop and provide electronic data to the Contractor for their use as part of the contract documents in a format as indicated in the General Notes. The Contractor shall independently ensure that the electronic data will function in their machine control grading system.
4. The Files that are provided were originally created with the computer software applications MicroStation (CADD software) and INROADS (civil engineering software). The data files will be provided in the native formats and other software formats described below. The contractor shall perform necessary conversion of the files for their selected grade control equipment. The Department will furnish the Contractor with the following electronic files:
 - a. CAD files
 - i. Inroads -Existing digital terrain model (.DTM)
 - ii. Inroads -Proposed digital terrain model (.DTM)
 - iii. Microstation -Proposed surface elements - triangles
 - b. Alignment Data Files:
 - i. ASCII Format

5. The Engineer shall perform spot checks of the Contractor's machine control grading results, surveying calculations, records, field procedures, and actual staking. If the Engineer determines that the work is not being performed in a manner that will assure accurate results, the Engineer may order the Contractor to redo such work to the requirements of the contract documents, and in addition, may require the Contractor to use conventional surveying and staking, both at no additional cost to the Department.

B. Contractor's Responsibilities

1. The Contractor shall provide the Engineer with a GPS rover and Automatic Level, for use during the duration of the contract. At the end of the contract, the GPS rover and Automatic Level will be returned to the Contractor. The Contractor shall provide a total of 8 hours of formal training on the Contractor's GPS machine control system to the Engineer and up to three additional Department appointees per rover.
2. The Contractor shall review and apply the data provided by the Department to perform GPS machine control grading.
3. The Contractor shall bear all costs, including but not limited to the cost of actual reconstruction of work, that may be incurred due to application of GPS machine control grading techniques. Grade elevation errors and associated corrections including quantity adjustments resulting from the contractor's use of GPS machine control shall be at no cost to the Department.
4. The Contractor shall convert the electronic data provided by the Department into a format compatible with their system.
5. The Contractor's manipulation of the electronic data provided by the Department shall be performed at their own risk.
6. The Contractor shall check and if necessary, recalibrate their GPS machine control system at the beginning of each workday in accordance with the manufacturer's recommendations, or more frequently as needed to meet the requirements of the project.
7. The Contractor shall meet the accuracy requirements as detailed in the Standard Specifications.
8. The Contractor shall establish secondary control points at appropriate intervals and at locations along the length of the project. These points shall be outside the project limits and/or where work is performed. These points shall be at intervals not to exceed 1000 feet. The horizontal position of these points shall be determined by conventional survey traverse and adjustments from the original baseline control points. The conventional traverse shall meet or exceed the Department's Standards. The elevation of these control points shall be established using differential leveling from the project benchmarks, forming a closed loop. A copy of all new control point information including closure report shall be provided and approved by the Engineer prior to construction activities. The Contractor shall be responsible for all errors resulting from their efforts and shall correct deficiencies to the satisfaction of the Engineer and at no additional cost to the Department.
9. The Contractor shall provide stakes at all alignment control points, at every 500 foot stationing, and where required for coordination activities involving environmental agencies and utility companies at the Contractor's expense. Work that is done solely for utility companies and that is beyond the work performed under item 763501 - Construction shall follow and be paid for under item 763597 -Utility Construction Engineering.

10. The Contractor shall at a minimum set hubs at the top of finished grade at all hinge points on the cross section at 500 foot intervals on the main line and at least 4 cross sections on side roads and ramps as directed by the engineer or as shown on the plans. Placement of a minimum of 4 control points outside the limits of disturbance for the excavation of borrow pits, Stormwater Management Ponds, wetland mitigation sites etc. These control points shall be established using conventional survey methods for use by the Engineer to check the accuracy of the construction.
11. The Contractor shall preserve all reference points and monuments that are identified and established by the Engineer for the project. If the Contractor fails to preserve these items the Contractor shall reestablish them at no additional cost to the Department.
12. The Contractor shall provide control points and conventional grades stakes at critical points such as, but not limited to, PC's, PT's, superelevation points, and other critical points required for the construction of drainage and roadway structures.
13. No less than 2 weeks before the scheduled preconstruction meeting, the Contractor shall submit to the Engineer for review a written machine control grading work plan which shall include the equipment type, control software manufacturer and version, and proposed location of the local GPS base station used for broadcasting differential correction data to rover units.
14. The Contractor shall follow the guidelines set forth in the "Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques" and follow a minimum of Second Order Class 1, (2-I) classification standards.

Automated equipment operations have a high reliance on accurate control networks from which to take measurements, establish positions, and verify locations and features. Therefore, a strong contract control network in the field which is the same or is strongly integrated with the project control used during the design of the contract is essential to the successful use of this technology with the proposed Digital Terrain Model (DTM). Consistent and well designed site calibration for all machine control operations (as described below under *Contract Control Plan*) are required to ensure the quality of the contract deliverables. The Contract Control Plan is intended to document which horizontal and vertical control will be held for these operations. Continued incorporation of the Base Station(s) as identified in the Contract Control Plan is essential to maintaining the integrity of positional locations and elevations of features. The Contract Control Plan shall be submitted to the Department for review and approval by the Departments Survey Section 3 weeks prior to the start of any machine control work. The Contractor shall operate and maintain all elements of the Machine Grade Control continuously once the operations begin until otherwise approved by the Engineer.

Contract Control Plan:

The Contractor shall develop and submit a Contract Control Plan for all contracts which use Machine Control Grading. Contract control includes all primary and secondary horizontal and vertical control which will be used for the construction contract. Upon the Contractor's completion of the initial survey reconnaissance and control verification, but prior to beginning primary field operations, the Contractor shall submit a Contract Control Plan document (signed and sealed by the Delaware licensed Land Surveyor or Delaware Professional Engineer who oversees its preparation) for acceptance by the Engineer, which shall include the following:

1. A control network diagram of all existing horizontal and vertical control recovered in the field as contract control.
2. Include a summary of the calculated closures of the existing control network, and which control has been determined to have been disturbed or out of tolerance from its original positioning.

3. An explanation of which horizontal and vertical control points will be held for construction purposes. If necessary include all adjustments which may have been made to achieve required closures.
4. An explanation of what horizontal and vertical control (including base stations) was set to accomplish the required stakeout or automated machine operation. Include how the position of these new control points was determined.
5. Describe the proposed method and technique (technology and quality control) for utilizing the control to establish the existing and/or proposed feature location and to verify the completed feature location and/or measured quantity.
6. A listing of the horizontal and vertical datums to be used and the combined factor to be used to account for ellipsoidal reduction factor and grid scale factor.
7. If the Contractor chooses to use machine control as a method of measuring and controlling excavation, fill, material placement or grading operations as a method of measuring and controlling excavation, fill, material placement or grading operations, the Contractor Control Plan shall include the method by which the automated machine guidance system will initially be site calibrated to both the horizontal and vertical contract control, and shall describe the method and frequency of the calibration to ensure consistent positional results.
8. Issues with equipment including inconsistent satellite reception of signals to operate the GPS machine control system will not result in adjustment to the "Basis of Payment" for any construction items or be justification for granting contract time extension.

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.

3/27/15

763503 - TRAINEE

Description:

The item shall consist of providing training in the construction crafts in accordance with the requirements stated in the General Notices of this proposal under the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

Basis of Payment:

The payment for the item shall be made at a fixed rate of \$.80 per hour toward the hourly rate of the trainee.

5/2/02

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

Description:

The Contractor Shall plan, schedule and construct the Project by using a Critical Path Method Project Schedule (CPM) meeting the requirements of these specifications. Use the CPM for coordinating and monitoring the Work specified in the Contract Documents including all activities of Subcontractors, vendors, suppliers, utilities, railroads, the Department, and all other parties associated with the construction of the Contract. Include all Work in the CPM; including but not limited to submittals, major procurement, delivery, and construction activities. Include all activities, including bid items, quantified in the Contract Documents. Base the CPM upon the entirety of the Contract Documents. Utilize CPM software that generates files compatible with Primavera P6 Project Management Release: 7.0.0.

Scheduling Representative:

Designate a scheduling representative prior to submission of the Original Critical Path Method Project Schedule (OCPM). The scheduling representative is the person primarily responsible for development and maintenance of the CPM schedule; the Contractor's representative in all matters regarding the schedule; and the Contractor's designated attendee for all schedule related meetings. The scheduling representative shall also be knowledgeable of the status of all parts of the Work throughout the duration of the Project. Replacement of the scheduling representative will require written approval from the Engineer.

Submit the qualifications of the scheduling representative to the Engineer for approval. This approval is required before the OCPM will be accepted. The scheduling representative shall have at least three years of verifiable experience for preparing and maintaining CPM project schedules on Contracts of similar size and complexity.

Critical Path, Project Completion Date, and Float:

The critical path is defined as the series of activities in a CPM that has the longest path in time. The submitted activity sequence and durations must generate a CPM with only one critical path. Divide Project wide activities such as Maintenance of Traffic, Construction Engineering, or Temporary Erosion Control that, by their nature, generate long durations and complement other activities into "establish" and "conclude" activities to prevent this type of Work from occupying a significant portion of the critical path.

The project start date, or initial data date, of the original CPM shall be the first chargeable day of Work. Nonproductive Work and administrative activities may begin and/or end prior to the project start date. The Original CPM must use all of the Contract Time and contain a critical path containing exactly zero float. Early completion schedules are not permitted. The schedule ending date of the Original CPM that uses all of the Project Time is the contract completion date.

Total Float is the difference between the schedule's finish date and the contract completion date. Free float is the difference in time between an activity's early finish and late finish. Free float is a shared commodity for the use of the Department and the Contractor and is not for the exclusive use or benefit of either party. Both parties have the full use of free float until depleted.

Submittal of the OCPM; the Start of Work and the Schedule of Record:

Complete and submit the proposed original CPM schedule (OCPM) database and the written narrative (WN) within 30 calendar days after Contract is Awarded. The WN is a description of any elements of the

Schedule that deviate from the proposed construction sequence shown in the Contract Documents. Submit the OCPM in CPM format fully compatible with Primavera P6 Project Management Release: 7.0.0 by email or CD ROM as a single compressed database in CPM format.

The Engineer will complete the review of the OCPM within 30 calendar days after submittal. If required, a Joint Review Conference will be convened at which time the Engineer and Contractor may make corrections and adjustments to the proposed OCPM. If a revision is necessary due to the Engineer's review or the Joint Review Conference, submit the proposed revision within seven calendar days after receiving the Engineer's review comments or within seven calendar days after the date of the Joint Review Conference, whichever is the latest. Make revisions in accordance with the requirements for the OCPM. The Engineer will respond to the revised OCPM within seven calendar days after receipt. Clearly identify each submittal and resubmittal for clarity by labeling "2nd Draft", "3rd Draft", etc.

Do not start any Work until the OCPM is accepted. If the Engineer is ready to issue a Notice to Proceed but the OCPM is not yet accepted, the Engineer may issue the NTP and start Contract Time, but forbid Work to begin until the OCPM is accepted. The Engineer may partially accept a OCPM and allow Work to begin if the required corrections to the OCPM are minor, but the Engineer will not accept submittals that do not show the complete schedule. The Engineer will not pay any estimates until the OCPM is partially accepted. Once the OCPM is partially accepted, the Engineer will pay the first estimate. If the Contractor fails to make a good faith effort to address the Engineer's comments before the second estimate is due for payment, the Engineer will not pay the second estimate until a good faith effort is made by the Contractor to comply. The Engineer may not withhold an estimate payment if, within the estimate period in question, the Engineer has failed to provide timely review comments in response to the Contractor's submittal. The Engineer may, however, withhold the payment of subsequent estimates if the Contractor fails to make a good faith effort to address the Engineer's comments. Upon issuance of the Notice to Proceed, the start date utilized in the OCPM will be adjusted to comply with the first chargeable day of Work. Any delay in starting Work caused by the acceptance of the OCPM by the Engineer will not be considered as a basis for any adjustment in the Contract amount or time. For Contracts that have fast-tracked starts, the Engineer and the Contractor may agree to alter the response times and approval dates listed above. Upon notification that the OCPM has been accepted, the corrected copy will become the CPM of record. The CPM of record shall be the Contractor's work plan for completing the entire Contract as specified in the Contract Documents.

Requirements for the OCPM:

The format of the OCPM database shall be the precedence diagram method with days as the planning unit and shall be based on Calendar Days. Use the Department's partially predetermined coding structure (CS) that is furnished by the Engineer.

Activity Sequencing. Activity sequence must be logical and representative of the Contractor's order of the Work. Successors and predecessors determine the schedule logic or activity sequence. A given activity cannot start until all of the given activity's predecessors have been completed. Use only finish to start dependency relationships (links); do not use lag times without approval from the Engineer. The Engineer may request that the Contractor resequence the activities to reflect realistic job logic. When scheduling using multiple resources, each resource unit shall have a corresponding activity. Durations of activities include all the time necessary to complete the activity including, but not limited to, Contractor's non-work periods (other than those shown on the calendars), reasonably foreseeable inclement weather, weekends and holidays. Base schedule calculations on retained logic, contiguous durations, and total float as finish float.

Activity Resources. Sequence activities to reflect resource apportionment. Logically connect and code each activity to reflect the crew (resource) performing the operation. Submit a summary list of crews, their crew codes, and their operation(s) with each schedule submission, unless unchanged. Identify responsibility for each activity. Identify Subcontractors, DBE's, utilities and Work performed by others that affects the Schedule.

Breakdown and Durations of Activities. An individual activity is required for each construction element or each activity not under the control of the Contractor that affects the sequence or progress of the Work. The Engineer reserves the right to require additional breakdown of the Work activities at any time. Each activity must be identified by a name, symbol and coding, and shall have a duration, sequence, responsibility and resource(s). Choose activity names that are descriptive and identify single construction elements. Activity symbols, or ID's, shall be unique and systematic.

Activity types must be either “task”, “start milestone”, or “finish milestone”. Do not use “hammock” type activities. Date constraints, float and duration constraints, and/or flags for activities are not permitted.

Assign a reasonable duration to each activity representative of its scope. Durations may not exceed 14 calendar days unless approved by the Engineer. Determine the duration of each activity by using productivity rates based on Calendar Days.

Include the preparation and approval of Working Drawings as activities. Include phasing (staging) milestones as activities. Correlate phasing milestones with the sequence of construction provided in the Contract Documents. Use a separate start and finish milestone activity to delineate each phase (stage).

Utility Work. Include all Work performed by utilities on the Project as activities in the OCPM. Include each utility item of Work shown in the Contract’s Utility Statement as an activity. Durations for utility activities shall be the same as the durations shown in the Utility statement for each activity unless otherwise approved by the Engineer.

Calendars. Assign a calendar to each activity in the schedule. Use a minimum of 6 calendars, when applicable: (1) Full Schedule; (2) Permit Requirements; (3) Winter Condition; (4) Concrete Work; (5) Asphalt Paving Work; and (6) Nighttime Asphalt Paving Work. Use additional calendars if needed. Calendar non-work periods shall reflect the average Delaware weather history for the jobsite and the restrictions identified in the Contract Documents. The Contractor may choose perform Work during an activity’s calendar non-work period at no additional cost to the Department if weather conditions are favorable for such Work and the Work does not violate a set forth in the Contract Documents. The maximum allowable non-work period for each calendar is set forth below. The Contractor may choose to shorten non-work periods at his/her discretion.

CALENDAR	MAXIMUM NON-WORK PERIOD
Full Schedule	None
Winter Condition	December 1 through March 15
Concrete Work	December 1 through March 15
Asphalt Paving	November 15 through March 15
Nighttime Asphalt Paving	October 15 through April 30

Written Narrative (WN). Provide a written narrative (WN) as part of the OCPM explaining the following:

- (a) Relationships between activities not obviously identified
- (b) Equipment usage and limitations.
- (c) Manpower usage and limitations.
- (d) Use of additional shifts and overtime.
- (e) Activity codes, abbreviations, and activity identification system.
- (f) All calendars utilized in the CPM and the basis of determining each non-work period
- (g) All abbreviations.
- (h) Use of calendars.
- (i) Any other conditions that affect the schedule and are not readily discernible in the database.

CPM Updates:

Provide monthly updates to the CPM of record. Meet with the Engineer once a month prior to submitting the update to review the status of the schedule's activities. Prepare an updated list of activities showing all of the actual start and actual finish for each of the schedule's activities so that both parties can agree on the dates. Use the dates that were agreed upon in the meeting to status the CPM of record and submit the updated schedule to the Engineer for approval. Assign a unique file name to each update (Number/version). The data date of the update shall be the next day after the end of the update period. As part of the monthly update, submit a written description that identifies any delays or disruptions to the schedule experienced during the period of an update, any change in manpower or equipment, and any potential delays to the completion date of the schedule.

Do not include any revisions to the CPM without prior approval. Failure to submit complete updates in a timely manner may result in the withholding of estimates by the Engineer. The Engineer agrees to refrain from withholding estimates unless the Contractor is habitually late in providing updates, is more than four weeks late in submitting an update or has failed to submit an update that is part of a resolution to a serious problem that must be addressed immediately.

Revisions to the Schedule of Record:

Revisions are defined as any changes to the database other than status updates, log entries and moving the data date. Discuss any proposed revisions to the CPM verbally with the Engineer. If the revision is minor in nature, the Engineer may allow the revision to be included on the next Update of the CPM. If the Engineer determines that the revision is not minor in nature, submit the proposed revision for review and approval prior to deviating from the approved CPM. When a revision to the CPM is required due to changes in the Contract initiated by the Engineer, immediately contact the Engineer to discuss the changes. The Engineer may allow a deviation from the approved CPM for specific mitigating activities.

The Engineer may direct the Contractor to revise the schedule of record at the Contractor's expense if: the critical path has less than minus ten (-10) Calendar Days of total float due to the Contractor's failure to perform the Work in accordance with the schedule; the Contractor requests to re-sequence the Work; and/or the Contractor has performed a significant amount of Work out of sequence. The Engineer may direct the Contractor to revise the schedule for any other reason; and such a revision will be paid at the unit cost for a CPM Revision.

The Engineer will review and respond to the proposed revision within 7 Calendar Days after receipt. Resubmit, if required, within seven calendar days after receipt of the Engineer's review comments. The Engineer reserves the right to reject any proposed revision that adversely impacts the Department, utilities, or other concerned parties.

Extensions of Contract Time and/or Incentive/Disincentive Dates.

Make requests for extension of Contract time in writing and subject to the notice and timeliness of submission provisions as provided for elsewhere in the Contract. Requests for an extension of Contract time or change in an incentive/disincentive date will be evaluated by the Engineer's analysis of the CPM of record and any proposed revision submitted. Include in the request a written narrative of the events that impacted the schedule and a detailed explanation of why the Contractor cannot meet the requirements of the schedule of record. Only delays to activities that affect the Contract completion date or will be considered for an extension of Contract time. Only delays to activities that affect the completion duration of an incentive/disincentive period will be considered for an extension of an incentive/disincentive completion date. The extension of the specified Contract completion date or incentive/disincentive date will be based upon the number of Calendar Days the Contract completion date or incentive/disincentive date is impacted as determined by the Engineer's analysis. The Engineer and Contractor may agree to defer the analysis of a potential impact to the schedule until the

completion of the activities that are affected. Such a deferment does not relieve the Contractor of his/her duty to identify potential impacts to the schedule in the applicable schedule updates.

All requests for extensions of Contract Time must be supported by the most recent CPM Update. If, within a reasonable period of time, the Contractor fails to make a good faith effort to produce an acceptable CPM update and uses an unacceptable CPM update to support a request for a time extension, the Contractor loses the right to receive that time extension; and/or the right to receive compensation for that delay caused in whole or in part by the Engineer.

Final As Built Schedule.

Submit a final CPM Schedule database within 14 Calendar Days of Substantial Completion. Failure to submit a final CPM Schedule may result in the withholding of estimates by the Engineer.

Method of Measurement:

The Project Control System will be measured in two items. The item, "Project Control System Development Plan" will be lump sum. The item "CPM Schedule Updates and/or Revised Updates" will be measured one each per update that is submitted and accepted.

Basis of Payment:

The item, "763508 - Project Control System Development Plan" will be paid at the Contract's lump sum bid price on the next monthly estimate after completion of the requirements of the Project Control System Development Plan, which includes the approval of the Original CPM Schedule. Price and payment will constitute full compensation for preparing the CPM database, acquiring the necessary software, attending all scheduling meetings with the Department, submitting and resubmitting all documents and for all labor, tools, equipment and incidentals necessary to complete the Work.

The item, "763509 - CPM Schedule Updates and/or Revised Updates" will be paid at the Contract unit price per each approved CPM schedule update as described above. Price and payment will constitute full compensation for preparing, submitting and resubmitting all CPM updates, for attendance at all scheduling meetings with the Department, for preparing and reviewing a list of actual start and actual finish dates with the Engineer, and for all labor, tools, Equipment and incidentals necessary to complete the Work.

2/11/2015

763626 - DIESEL FUEL COST PRICE ADJUSTMENT

I. Description: This section defines the criteria for payments to the Contractor to reflect increases or decreases in the cost of diesel fuel consumed in the performance of applicable construction work. To have the Diesel Fuel Cost Price Adjustment provisions apply to this project, a properly completed Diesel Fuel Cost Price Adjustment Option form must be submitted to the Department with the Bidder's bid proposal. If a properly completed Diesel Fuel Cost Price Adjustment Option form is not provided by the bidder, the Department will consider the option to apply the Diesel Fuel Cost Price Adjustment provisions for the project to be declined. No further opportunity to elect Diesel Fuel Cost Price Adjustment for the project will be made available.

a. General. These price adjustment provisions apply to contract items in the contract schedule of prices as grouped by category. Specific pay items to be adjusted are attached as an appendix to this Special Provision. General category descriptions and the fuel usage factors which are applicable to each are as follows:

1. Categories

- 1.a. Category A:** Earthwork. The combined total of the applicable item plan quantities must exceed 5,000 CY.
- 1.b. Category B:** Subbase and Aggregate Base Courses. The combined total of the applicable item plan quantities must exceed 500 tons.
- 1.c. Category C:** Flexible Bases and Pavements. The combined total of the applicable item plan quantities must exceed 500 tons.
- 1.d. Category D:** Rigid Bases and Pavements. The combined total of the applicable item plan quantities must exceed 5,000 CY.
- 1.e. Category E:** Structures. Contract items will be based upon the total square foot price for each structure including any associated items of work, i.e. items not grouped under Categories A thru D.

2. Diesel Fuel Usage Factors – ENGLISH UNITS

Category	Factor	Units
A – Earthwork	0.34	Gallons per CY
B – Subbase and Aggregate Base Courses	0.62	Gallons per ton
C – Flexible Bases & Pavements	2.98	Gallons per ton
D – Rigid Bases & Pavements	0.98	Gallons per CY
E – Structures	8.00	Gallons per \$1,000 of work performed

3. Quantity Conversion Factors – ENGLISH UNITS

Category	Conversion	Factor
B	SY to ton	90 lbs/Inch of depth/SY
C	SY to ton	112.5 lbs/Inch of depth/SY
D	SY to CY	Inches of depth/36

II. The posted index price will be the monthly price from the most recent data published by the U.S. Department of Energy, U.S. Energy Information Administration. The source information for the posted price for Central Atlantic (PADD 1B) No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon) may be viewed at the following website:

http://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD_EPD2DXL0_PTE_R1Y_DPG&f=M

The applicable U.S. Department of Energy diesel fuel price is posted on the first Monday of the month.

The Base Price Index, FB, is the index price posted by the Department, determined as specified above, on the project advertisement date.

BASE PRICE INDEX (FB) FOR DIESEL FUEL

PER GALLON (PER LITER) = \$ ~CEMENT PRICE 72~

The price index for adjustment, FP, will be the index price posted by the Department, determined as specified above, for the month during which the Notice to Proceed (NTP) is issued, and the month that contains the first day of every 90 calendar days period thereafter.

III. Price Adjustment Criteria and Conditions. The following criteria and conditions will be considered in determining a price adjustment for diesel fuel cost fluctuations.

a. Price Adjustment Calculation. When the ratio FP/FB is calculated to be less than 0.95 or calculated to be greater than 1.05, the Department will adjust unit bid price prices in accordance with the following formula:

$$AUP = (FP-FB)(F)+(UBP)$$

where:

AUP = Adjusted Unit Price

FP = Fuel Price Index for the month in which prices are adjusted for applicable construction work.

FB = Fuel Price Index in the Bid Proposal

F = Diesel Fuel Usage Factor (See above chart in section 1.2 for usage factors.)

UBP = Unit Bid Price specified in the Contractor's Bid Proposal

b. Payment of Adjusted Unit Prices. The unit bid prices of work items affected by the fuel escalation will be adjusted by change order, either up or down, at Notice to Proceed and every 90 Calendar Days thereafter.

The affected items will be calculated using the Diesel Fuel Price Index posted for the month in which the first day of the 90 day period falls. The Diesel Fuel Price Index will be used for all the affected items performed during the 90 day period.

Every 90 days, the newly posted Diesel Fuel Price Index will be used to calculate the adjustment for the items performed the next 90 days.

c. Expiration of Contract Time. If the Contractor exceeds the authorized allotted completion time, the adjusted item prices on the last authorized allotted work day shall be the prices used during the time liquidated damages are assessed. However, if the posted price for diesel fuel goes down, the item prices shall be adjusted downward accordingly.

- d. Final Quantities. Upon completion of the work and determination of final pay quantities, an adjusting work order will be prepared to reconcile any difference between estimated quantities previously paid and the final quantities. In this situation, the value for FP used in the price adjustment formula will be the average of all FP's previously used for computing price adjustments.
- e. Inspection of Records. The Department reserves the right to inspect the records of the prime contractor and its subcontractors and material suppliers to ascertain actual pricing and cost information for the diesel fuel used in the performance of applicable items of work.
- f. Extra Work. When applicable items of work, as specified herein, are added to the contract as Extra Work in accordance with the provisions of Section 104.08, no price adjustment will be made for fluctuations in the cost of diesel fuel consumed in the performance of the extra work, unless otherwise approved by the Engineer. The current price for diesel fuel is to be used when preparing required backup data for extra work to be performed at a negotiated price. For extra work performed on force account basis, reimbursement for material and equipment along with specified overhead and profit markups will be considered to include full compensation for the current cost of diesel fuel.
- g. Subcontractors. Any Price Increases or Price Rebates that are calculated based on items of work performed by subcontractors will be added to or deducted from payments due to the Contractor in the appropriate pay period. The Contractor shall then accurately record on the appropriate CN-91 or CN-103 form the additions or deductions into adjusted contract value. The Contractor shall make payment to the subcontractor(s) who actually performed the work in accordance with DelCode Title 17, Chapter 8.

10/8/15

Appendix---Item 763626 Diesel Fuel Cost Adjustment

Contract: T201011301; Business US 301, Armstrong Corner Rd to US 301

	<u>Item No./s</u>
<p>Category A: Earthwork Excavation & Embankment, Borrow (total qty must exceed 5000 CY)</p>	202000, 207000, 208000, 209001, 209002, 210000
<p>Category B: Subbase and Agg. GABC, PTB, Soil Cement Base (total qty must exceed 500 T)</p>	302007, 302514
<p>Category C: Flexible Bases and Pavements Warm Mix Asphalts (total qty must exceed 500 T)</p>	401816, 401819, 401833, 402000, 406001, 406501
<p>Category D: Rigid Bases and Pavements Concrete, P.C.C. Patching (total qty must exceed 5000 CY)</p>	N/A
<p>Category E: Structures Bridges, Large P.C.C. Structures</p>	602002

900500 - ENVIRONMENTAL PERFORMANCE INCENTIVE (DISINCENTIVE)

Description:

This work consists of maintaining the project's erosion and sediment control items and provides an incentive payment for that Work.

Materials:

There are no materials included in this specification.

Construction Methods:

Continuously maintain all erosion and sediment control items per the approved plan throughout the duration of the Project. Repair, replace, and/or maintain any erosion and sediment control measures as noted on the ES2M Inspection Rating Reports

http://www.deldot.gov/information/business/drc/pd_files/plan_development/es2m_inspection_rating_form.pdf?050415

and as directed by the Engineer. Maintain access to all sediment control devices until construction phasing and stabilization allow the removal of those controls that are no longer required.

The incentive payment is based on performance. Performance is determined by the score obtained only on the weekly ES2M Inspection Rating Reports.

Compliance procedures for failure to perform will be implemented per Section 901.06.

Method of Measurement:

There is no method of measurement in this specification.

Basis of Payment:

The total incentive awarded for this Contract will not exceed **\$324,000.00**. This amount applies to all erosion and sediment control work shown on the Plans or required by the Engineer to complete the Work and any erosion and sediment control work that is required to perform work that is added to the Contract.

Divide the total incentive by the number of Calendar Days originally assigned to the Contract to obtain the daily incentive amount. At the end of each estimate period, the Engineer will multiply the number of Calendar Days consumed during the estimate period times the daily incentive amount times the incentive factor taken from the table below. This amount will be paid on the next estimate

Payments will be made per each Calendar Day charged until either (1) Substantial Completion or (2) the total incentive amount reaches **\$324,000.00** or (3) the expiration of Contract time (including approved time extensions), whichever occurs first.

Environmental Performance Incentive Schedule	
Average ES2M Inspection Rating Report Score (Sum of the scores of the reports received during the estimate period divided by the number of reports)	Incentive Factor
100 – 90	1.00
89.9 – 80	0.75
79.9 – 70	0.50
69.9 – 0	0.00

6/24/15

UTILITY STATEMENT
Construction Contract Number T201011301
Summit Bridge Road and Armstrong Corner Road Intersection Improvements
New Castle County
October 25, 2016

The following utility companies maintain facilities within the project limits:

Artesian Water Company-Water
Atlantic Broadband Cable & COMCAST
Chesapeake Utilities-Gas Distribution
Delmarva Power & Light-Electric Distribution
Eastern Shore Natural Gas-Gas Transmission
Lightower Fiber Networks
Public Service Electric and Gas Company
Verizon-Communications
Unknown Utility Company

The following is a breakdown of the utilities involved, adjustments and/or relocations as required (all Stations, offsets, lengths and calendar days are approximate)

Artesian Water Company

Artesian Water Company maintains the following facilities within the project limits:

1. A water line that runs along the east side of existing Summit Bridge Road from south of the southern project limit Station 0+92 to Station 24+40, where it turns to the east and runs adjacent to the south side of existing Marl Pit Road to Station 121+85 right. The line then turns and crosses from the south to the north side of existing Marl Pit Road and then turns to the east and continues along the north side of Marl Pit Road to beyond the eastern project limit at Station 128+29 left.
2. A water line crossing from the west to the east side of existing Summit Bridge Road at Station 15+07 where it tees into the water line in item 1 above.
3. A water line along the north side of Armstrong Corner Road beginning west of the project limits and continuing eastward approximately 23 feet left of centerline. At Sta. 110+28+, the line extends northward to approximately 60 feet left of Station 110+65 and then continues eastward to Sta. 113+15 where the line then turns southward to 40 feet left of Sta. 113+35 and then continues eastward to Station 115+57 left. At this point the line crosses Armstrong Corner Road and travels along the south side, crosses Summit Bridge Road and tee's into the water line in item 1.
4. An abandoned line along the north side of Armstrong Corner Road approximately 40' left beginning west of the project limits and continuing to left of Sta. 113+35.

Artesian Water proposes the following adjustments and/or relocation to its existing facilities:

1. The line described in item 1 above will be relocated as shown on the plans due to the proposed construction of Summit Bridge and Marl Pit Road. In general, the relocated line will be placed along the east side of proposed Summit Bridge Road from Station 4+00 to 23+75 right. At this point the water line will continue around the intersection and travel along the south side of Marl Pit Road until Station 126+07 right. At this point the line will turn to cross Marl Pit Road in a casing perpendicularly to the north and will continue along the north side Marl Pit Road until Station 127+55 left. At Station 127+55 left the line will angle towards Marl Pit Road where it

UTILITY STATEMENT

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October 25, 2016

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will meet with the existing line at Station 127+75 left. Artesian Water Company will construct the required relocations. The existing lines will be abandoned. The relocations and adjustments are expected to take approximately 45 calendar days to complete after Artesian Water Company has been given a minimum 30 calendar day advance notice that work will begin and the Right of Way and proposed work has been laid out in the field by the Department's contractor. This work is reimbursable to Artesian and Artesian must receive a Notice to Proceed from DelDOT prior to starting the work.

This work includes providing for a new service connection to Parcel 187 at Summit Bridge Road Sta. 20+25 Right. The Artesian relocation and the connection of a new service line to the relocated Artesian line must be complete prior to the Contractor abandoning the well on Parcel 187 or disrupting service from the well to the building on Parcel 187. The owners of Parcel 187 are responsible for the connection of a new service line to the relocated Artesian line.

2. The line described in item 2 above will be abandoned as part of the relocation work described for item 1.
3. The line described in item 3 above will be relocated as shown on the plans due to the proposed construction of Armstrong Corner Road and the existing lines abandoned. At Armstrong Corner Road Station 113+14 left, the relocated water line will cross Armstrong Corner Road perpendicularly and then will continue along the south side of Armstrong Corner Road until Station 114+45 right where it makes a 90 degree turn toward the south. The line continues in this direction for approximately 95 feet where it makes a 90 degree turn toward the east and continues parallel along the south side of Armstrong Corner Road to a point opposite Summit Bridge Road 22 +40 left. The line will then make a 45 degree turn to the southeast for a length of approximately 20 feet. The line will then make a 45 degree turn to the east at Summit Bridge Road Station 22+30 left and then crosses Summit Bridge Road in a casing where it tee's into the relocated water line in item 1. These relocations will occur concurrently with the relocations described in Item 1.
4. This abandoned line will remain in place.

In addition, Fire Hydrants will be installed along the new lines described above. These Fire Hydrants will be installed to existing grade and protected with bollards. Where existing grade differs from final grade, Artesian shall adjust the Fire Hydrants to final grades after the final grades have been constructed by the Contractor. For areas where final grades are below existing grades, mounds of earth must remain around the Fire Hydrant for support and the bollards must remain for protection of the Fire Hydrant. The Contractor shall coordinate with Artesian for the Contractor to remove the mounds and bollards for the adjustment work. For areas where final grades are above existing grades, Artesian shall adjust the Fire Hydrant to proposed grades after the Contractor has provided the final grade stakeout and the Contractor shall coordinate with Artesian for the Contractor to construct the required earth mound support and install bollards. Each Fire Hydrant adjustment shall require a minimum 14 calendar day advance notice that the required work has been completed by the Contractor and the adjustment for each Fire Hydrant by Artesian shall be completed in one calendar day. Existing Fire Hydrants will remain active until the new water lines and Fire Hydrants are installed and operational. Access to Fire Hydrants must be provided by the Contractor per Section 107.04.

Should any additional conflicts be encountered during construction requiring adjustment and/or relocation to the aforementioned utility's existing facilities, the necessary relocation work shall be accomplished by the respective company's forces, as directed by the Engineer. If an adjustment or relocation is found to be required, the length of time required for the work will vary depending on the nature of the adjustment or relocation.

Any existing facilities that are comprised of hazardous materials will be removed by the company. Any existing facilities containing hazardous materials will be purged by the company.

Atlantic Broadband & COMCAST

Atlantic Broadband maintains the following facilities within the project limits and COMCAST has facilities integrated with the Atlantic Broadband facilities:

1. An aerial line on DP&L poles running parallel along the east side of existing Summit Bridge Road from south of the project limits of Station 0+92 to a pole right of Station 53+90. At this pole, the facilities are underground and proceed northward to a pole right of Sta. 60+50. From this pole, the facilities continue aurally on DP&L poles northward to beyond the project limits.
2. An underground facility along the south side of Armstrong Corner Road beginning west of the project limits and continuing eastward to a Verizon pole right of Sta. 110+90. From this Verizon pole, the aerial facilities continue westward along the south side of Armstrong Corner Road on DP&L poles, crossing Summit Bridge Road to join the facilities described in Item 1 above.

Atlantic Broadband-COMCAST proposes the following adjustments and/or relocation to its existing facilities:

- 1 & 2. These facilities have been installed to the proposed locations as shown on the plans. There are no anticipated conflicts with the proposed work.

Should any additional conflicts be encountered during construction requiring adjustment and/or relocation to the aforementioned utility's existing facilities, the necessary relocation work shall be accomplished by the respective company's forces, as directed by the Engineer. If an adjustment or relocation is found to be required, the length of time required for the work will vary depending on the nature of the adjustment or relocation.

Any existing facilities that are comprised of hazardous materials will be removed by the company. Any existing facilities containing hazardous materials will be purged by the company.

Chesapeake Utilities

Chesapeake Utilities maintains the following gas distribution facilities within the project limits:

1. A gas line that runs parallel to the west side of existing Summit Bridge Road from south of the project limits and then running north to Station 24+13 left where it tees into a line running perpendicular to Summit Bridge Road.
2. A gas line that runs parallel to the east side of existing Summit Bridge Road from Station 24+28 to Station 35+58 right.
3. A gas line that runs parallel to the east side of existing Summit Bridge Road from Station 22+72 right, then turns around the intersection and moves along the south side of existing Marl Pit Road to Station 121+21 right.
4. A gas line that runs from the western project limits of Armstrong Corner Road station 110+24 right and continues eastward along the south side of existing Armstrong Corner Road. The line crosses Summit Bridge Road and continues on the south side of existing Marl Pit Road to beyond the eastern project limits of station 128+41 right.

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5. A gas line that crosses from the north of existing Armstrong Corner Road to the south at Station 116+ 97, then turns east and continues along the south side of existing Armstrong Corner Road. The line then crosses Summit Bridge Road and tees into the gas line in item 4.
6. A gas line that crosses from the north to south side of Armstrong Corner Road at Station 116+77 and tees into the gas line in item 3 above.

Chesapeake Utilities proposes the following adjustments and/or relocation to its existing facilities:

1. The line described in item 1 above will be relocated to the location shown on the plans. The line will be relocated where it tee's off of the existing line from Station 5+57 right and runs along the western side of Summit Bridge Road where it will connect with the relocation of item 6.
2. The line described in item 2 above will be relocated to the location shown on the plans. The proposed line will come off of the proposed line in item 3 at Summit Bridge Road Station 25+32 right and run along the east side of the road until Station 32+03 right, where it ties into the existing line.
3. A portion of the line described in item 3 above will be relocated to the location shown on the plans. The relocation will start from the distribution center at Armstrong Corner Road Station 117+20 Left. The line will be placed parallel to the north side of Armstrong Corner Road, cross Summit Bridge Road, and continue along the north side of Marl Pit Road. The relocated line will make a 90 degree turn at Marl Pit Road Station 128+20 right where it will cross Marl Pit Road and tie in with the existing line.
4. A portion of the line described in item 4 above will need to be relocated to the location shown on the plans. The relocated line will start approximately at Armstrong Corner Road Station 111+80 right. The gas line will cross Armstrong Corner Road to the left. The line will then travel along the left side of Armstrong Corner Road until it connects with the distribution center at Station 116+65 left.
5. The relocation of this facility was included in the relocation of Item 3 above.
6. The relocation of this facility was included in the relocation of Item 3 above

All of the proposed relocations described above have been completed and the old lines abandoned in place. There are no anticipated conflicts with the proposed work.

Should any additional conflicts be encountered during construction requiring adjustment and/or relocation to the aforementioned utility's existing facilities, the necessary relocation work shall be accomplished by the respective company's forces, as directed by the Engineer. If an adjustment or relocation is found to be required, the length of time required for the work will vary depending on the nature of the adjustment or relocation.

Any existing facilities that are comprised of hazardous materials will be removed by the company. Any existing facilities containing hazardous materials will be purged by the company.

Delmarva Power & Light-Electric Distribution

Delmarva Power & Light maintains the following facilities within the project limits:

1. An aerial line with poles running parallel along the right side of existing Summit Bridge Road from south of the project limits at Station 0+92 northward to beyond the project limits at Station 82+51.

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2. An underground facility on the south side of Armstrong Corner Road beginning west of the project limits and continuing to a pole right of Sta. 111+00.
3. Aerial line with poles that runs parallel along the south side of Armstrong Corner starting at Station 110+00, continuing eastward, crossing Summit Bridge Road and running along the south side of Marl Pit Road to beyond the project limits at Station 129+06.

Delmarva Power & Light proposes the following adjustments and/or relocations to its existing facilities:

1. The line described in item 1 above will be relocated along the right of Summit Bridge Road as shown on the plans beginning at an existing pole right of Sta. 2+00. From this pole, the aerial facilities continue northward to a pole right of Sta. 54+60. From this pole, the facilities go underground as shown on the plans to a pole right of Sta. 58+75 at which point the facilities become aerial and continue northward to beyond the project limits. All aerial and underground service lines will be maintained or relocated as shown on the plans. Aerial facilities and guy wires will be placed across Summit Bridge Road at service locations.
2. There are no anticipated conflicts with this underground facility.
3. The line described in item 3 above will be relocated along the right side of Armstrong Corner Road as shown on the plans from the pole located right of Sta. 111+00 and continuing eastward aerially along relocated poles. and crossing Summit Bridge Road at Sta. 23+60 to tie in to the relocated facilities described in Item 1 above. From a pole right of Summit Bridge Road Sta. 25+80, aerial facilities will be installed to the south to a pole right of Marl Pit Road Sta. 121+50 where the line will then turn eastward and run along the south side of Marl Pit Road on relocated poles as shown on the plans and tie into existing facilities right of Sta. 129+10. Aerial services across Armstrong Corner Road and Marl Pit Road as well as connections to underground services will be installed as required.

All of the proposed relocations described above have been completed and the old poles removed and any old underground facilities abandoned. Aerial crossings of the project limits are included as necessary for line continuity and services. There are no anticipated conflicts with the proposed work.

Should any additional conflicts be encountered during construction requiring adjustment and/or relocation to the aforementioned utility's existing facilities, the necessary relocation work shall be accomplished by the respective company's forces, as directed by the Engineer. If an adjustment or relocation is found to be required, the length of time required for the work will vary depending on the nature of the adjustment or relocation.

Any existing facilities that are comprised of hazardous materials will be removed by the company. Any existing facilities containing hazardous materials will be purged by the company.

Customer/Contractor Acknowledgement: Performing Work within Dangerous Proximity of High Voltage Lines:

"You are hereby notified by Delmarva Power that NO work can be performed within dangerous proximity to Delmarva's overhead lines and that you are required by law to comply with applicable OSHA regulations and the applicable state High Voltage Safety Act. Performance of any activity or causing any person, equipment or things to come within dangerous proximity of Delmarva's overhead lines creates an extreme risk of severe injury or death. You are further notified that no activities may be conducted within dangerous proximity of Delmarva's overhead lines until mutually agreeable measures to prevent contact with overhead lines have been reached with Delmarva and Delmarva has provided you with written authorization to perform the activities."

Outages of these lines are not anticipated and it is the Contractor's responsibility to arrange with DP&L for any outage requests. DP&L will determine if these outages can be accommodated, including coordination regarding power to emergency sirens, and there are no guarantees that outages will be provided. The Contractor is responsible for all costs.

Eastern Shore Natural Gas

Eastern Shore Natural Gas maintains the following facilities within the project limits:

1. Two gas lines, one 10 inch and one 6 inch, that run parallel along the west side of existing Summit Bridge Road from south of the project limits northward to beyond the northern project limits.
2. Service feeds to the Chesapeake Utilities station on Armstrong Corner Road.

Eastern Shore Natural Gas proposes the following adjustments and/or relocation to its existing facilities:

1. The lines described in item 1 will be relocated along the west side of proposed Summit Bridge Road as shown on the plans. These relocations extend from approximately Sta. 7+00 northward to approximately Sta. 77+50.
2. The service feeds to the Chesapeake gas station on Armstrong Corner Road will be relocated from a point left of Sta. 27+60 and continuing west to the RW line and then south along the proposed RW line of Summit Bridge Road and then turning westward to the Chesapeake gas station.

All of the proposed relocations described above have been completed and the old facilities abandoned. There are no anticipated conflicts with the proposed work.

Should any additional conflicts be encountered during construction requiring adjustment and/or relocation to the aforementioned utility's existing facilities, the necessary relocation work shall be accomplished by the respective company's forces, as directed by the Engineer. If an adjustment or relocation is found to be required, the length of time required for the work will vary depending on the nature of the adjustment or relocation.

Any existing facilities that are comprised of hazardous materials will be removed by the company. Any existing facilities containing hazardous materials will be purged by the company.

Requirements while working near Eastern Shore's Pipeline:

Note: These requirements are general in nature and not specific. These requirements are not intended to be all-inclusive. Actual field conditions may change the requirements. Contractor should consult with their engineer prior to initiating construction and abide by all Federal, State, and Local rules and regulations.

Construction Activity shall be coordinated with your assigned line locator according to the general guidelines below. Your line locator can help determine if additional contacts are required with Eastern Shore Engineering Department before start of excavation activity.

1. It shall be the contractor's responsibility to use the Miss Utility One Call System.

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2. It shall be the contractor's responsibility to contact and coordinate with Eastern Shore before starting any construction above or near the pipeline. Eastern Shore may elect to have standby personnel on the job site during construction activity.
3. It shall be the contractor's responsibility to contact and coordinate with Eastern Shore before moving heavy equipment above or near the pipeline. Eastern Shore may require extra cover, berm or ramp, timber mats, etc. These measures are to be determined by Eastern Shore depending on field conditions.
4. If the pipeline is exposed and suspended, it shall be the responsibility of the contractor to coordinate with Eastern Shore the appropriate supporting measures. These measures are to be determined by Eastern Shore depending on field conditions.
5. If the pipeline is exposed, it shall be the responsibility of the contractor to protect the pipeline from construction activity and the traveling public.
6. A minimum clearance of 12" shall be maintained between Eastern Shore's pipeline and other underground utilities and structures. If this cannot be maintained, Eastern Shore shall determine an appropriate means of protection to the pipeline.

IN EVENT OF PIPELINE EMERGENCY CALL ESNG 24 HOUR GAS CONTROL CENTER AT 302-734-6720 or TOLL FREE AT 1-877-650-1257

Lightower Fiber Networks

Lightower Fiber Networks maintains the following facilities within the project limits:

1. Aerial facilities on DP&L-Electric distribution poles along the south side of Marl Pit Road, beginning at a point east of the project limits and then running westward to the west side of Summit Bridge Road. These aerial facilities then continue southward along the west side of Summit Bridge Road on Verizon poles to beyond the project limits.
2. Aerial facilities on Verizon poles along the west side of Summit Bridge Road beginning at a pole on the south side of Armstrong Corner Road and then heading northward, crossing Armstrong Corner Road and continuing aerially to a pole left of Sta. 52+50± where the facilities go underground to cross under the proposed US301 mainline improvements under Contract T200911303. The underground facilities come back to aerial on a Verizon pole left of Sta. 56+80± and then continue aerially on the west side of Summit Bridge Road on Verizon poles to beyond the project limits.

Lightower Fiber networks proposes the following adjustments and/or relocation to its existing facilities:

1. & 2. These facilities have been installed on DP&L and Verizon poles that were relocated to avoid conflicts with the proposed work. The underground facilities have also been installed to avoid conflicts with the proposed work. No additional adjustments or relocations of these facilities are anticipated.

Should any additional adjustments or relocations be required, the time to complete the adjustment or relocation will depend on the nature of the work.

Public Service Electric and Gas Company

Public Service Electric and Gas Company maintains the following facilities within the project limits:

UTILITY STATEMENT

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1. Salem Nuclear Plant warning siren #222 located on a pole left of Summit Bridge Road Station 38+85.

Public Service Electric and Gas Company proposes the following adjustments and/or relocation to its existing facilities:

1. This Siren has been relocated to a pole approximately 80 feet left of Sta. 38+90. An aerial DP&L service line crosses from a pole right of Sta. 38+90. There are no anticipated conflicts with this relocated siren and the contractor shall not disturb this siren or its electrical feed.

Verizon-Communications

Verizon Communications maintains the following facilities within the project limits:

1. An underground communication line running along the west side of existing Summit Bridge Road from south of the project limits Station 0+92 northward to beyond the northern project limits Station 65+78 to 82+51.
2. An underground communication line running along the north side of existing Armstrong Corner Road from west of the project limits Station 110+24 to Station 118+42 where the line crosses from the north to the south side of existing Armstrong Corner Road. The line then runs along the south side of Armstrong Corner Road and then crosses Summit Bridge Road at Sta. 23+75 and then continues northward around the existing intersection to cross Marl Pit Road at Sta. 120+75 and then continues along the north side of existing Marl Pit Road to beyond the project limits Station 128+29.
3. An underground line along the south side of Armstrong Corner Road beginning west of the project limits and continuing to a pole left of Sta. 111+000 where the facility then continues as an aerial line running along the south side of Armstrong Corner Road on Delmarva Power line poles to Summit Bridge Road. An aerial service feed and a telephone cabinet are located left of Sta. 118+40. The aerial line continues eastward and crosses Summit Bridge Road and then continues eastward aerially on the south side of Marl Pit Road to a pole right of Sta. 127+40 where the line crosses aerially to the north side of Marl Pit Road and then connects to the underground facility described in Item 2.
4. An aerial line with poles running parallel along the west side of existing Summit Bridge Road from south of the project limits Station 0+92 to north of the project limits Sta. 82+51.
5. An aerial fiber optic line running parallel along the right side of existing Summit Bridge Road through the entire project limits.
6. Underground facilities to a manhole located right of Sta. 13+60 from a DP&L pole right of Summit Bridge Road Sta. 14+45 and other underground facilities crossing Summit Bridge Road at Sta. 14+25. Underground facilities are located east of this manhole to the telephone boxes and then extend into the Verizon building on Parcel 185.

Verizon Communications proposes the following adjustments and/or relocation to its existing facilities:

1. The underground line described in item 1 above will be relocated along the west side of the Summit Bridge Road with the facilities described in Item 4. The existing underground line will be abandoned.
2. The line described in item 2 above will be relocated with the relocated facilities described in Item 3. The existing underground line will be abandoned. A new underground service line is

UTILITY STATEMENT

Contract Number T201011301

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- scheduled to be installed along the north side of Armstrong Corner Road from an existing pedestal left of Sta. 110+40 to the Chesapeake Gas station.
3. There are no anticipated conflicts with the existing underground line described in item 3 above. The aerial line will be relocated along the proposed Delmarva Power and Light Poles from Armstrong Corner Road Station Sta. 111+00 to Sta. 119+26 right where it meets with the line described in item 4. An aerial crossing of Armstrong Corner Road will be installed from a pole right of Sta. 111+25 to a pole left of Sta. 110.75 and then from this pole an underground facility placed to the telephone pedestal left of Sta. 110+30. The aerial line will then continue from Sta. 119+26 aerially across Summit Bridge Road to a pole right of Station 23+60. From this pole, the line will be placed underground to the north and east around the intersection to a pole right of Marl Pit Road Station 121+75. The line will then continue aerially to the east on DP&L Poles to a pole right of Marl Pit Road Station 127+20 where it then crosses Marl Pit Road to a pole left of Station 128+30 and then goes underground to connect to existing underground facilities. The aerial service feed at Armstrong Corner Road Sta. 118+40 will be re-established to a new pole and the telephone cabinet left of Station 118+35 will be removed.
 4. The line described in item 1 above will be relocated as shown on the plans aerially on along the left side of Summit Bridge Road from Station 5+60, including an aerial crossing of Summit Bridge Road, until station 52+50 left where the line goes underground to a pole left of Station 57+00 and then continues aerially on Verizon poles northward to beyond the project limits.
 5. The facility described in item 5 above will be relocated along with the facilities as outlined in relocation item 4.
 6. The underground facilities from the DP&L pole have been abandoned. The underground facilities crossing Summit Bridge Road to the manhole have been relocated as shown on the plans. The manhole lids will require adjustment to the final grades. Verizon will perform this work after receiving a minimum 28 calendar day advance notice that the work needs to be performed and the work will take 14 calendar days to complete. The Contractor shall stake out final grades and provide maintenance of traffic for the Verizon work. The underground conduits to the east of the manhole to the telephone boxes have been lowered to avoid conflict with the proposed Artesian Water relocations with the exception of one conduit that is anticipated to be removed by October 31, 2016.

All of the proposed relocations described above have been completed along with aerial crossings of the project limits as necessary for line continuity and services and the old poles removed and any old underground facilities abandoned except for:

- In item 2 above, the installation of the underground new service line to the Chesapeake gas station on the north side of Armstrong Corner Road is anticipated to be complete by December 30, 2016 and is anticipated to be installed to avoid conflict with the proposed work.
- In item 2 above, the relocation of the aerial service line at Armstrong Corner Road Sta. 118+40 and the removal of the telephone cabinet left of Station 118+35 is anticipated to be complete by December 30, 2016.

There are no anticipated conflicts with the proposed work. Should any additional conflicts be encountered during construction requiring adjustment and/or relocation to the aforementioned utility's existing facilities, the necessary relocation work shall be accomplished by the respective company's forces, as directed by the Engineer. If an adjustment or relocation is found to be required, the length of time required for the work will vary depending on the nature of the adjustment or relocation.

Any existing facilities that are comprised of hazardous materials will be removed by the company. Any existing facilities containing hazardous materials will be purged by the company.

Unknown Underground Utility

An unknown Utility Company maintains the following facilities within the project limits:

1. An underground unknown utility that runs from Summit Bridge Road Station 3+29 right to 22+28 right.

The unknown Utility Company proposes the following adjustments and/or relocation to its existing facilities:

1. There are no adjustments or relocations anticipated to be required for the facility described in item 1 above. If an adjustment or relocation is found to be required, the length of time required for the work will vary depending on the nature of the adjustment or relocation. This work would also be reimbursable to the utility company and require a notice to proceed by DelDOT prior to the utility company performing any work.

General Notes

1. If utility work is being performed in advance of the project, all bidders are to determine the extent of completion of the advanced utility work, and predicate their bid prices on the extent of utility work completed and anticipated to be completed prior to the start of construction.
2. The Utility Company's forces will perform any additional relocations/adjustments that may be necessary during construction of the project. The time to complete any additional relocations/adjustments will depend upon the nature of the work, the required advance notice to the Utility Company, the need for the Department's Contractor to stake out the right of way or proposed work, and any work that needs to be done by the Department's Contractor in advance of the utility relocation/adjustment.
3. 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 utility companies for field adjustments for adequate clearances.
4. It is understood and agreed that the contractor has considered in his bid all permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans or described in the utility statement and/or are readily discernible and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him/her to any interference from the utility facilities and appurtenances or the operation of moving the utilities, except that the contractor may be granted an equitable extension of time.

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October 25, 2016

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5. The Department's Contractor is responsible for rough grading as required by the roadway construction prior to the utility companies placing their proposed facilities unless indicated on the plans and/or outlined elsewhere in these specifications.
6. The Contractor shall follow all requirements of the Delaware Code, Title 26, Chapter 8. Underground Utility Damage Prevention And Safety. Chapter 8 includes, among other requirements, Section 806. Duties of Excavators which contains the requirement for the Contractor to excavate prudently and carefully and to take all reasonable steps necessary to properly protect, support and backfill underground utility lines. This protection shall include, but may not be limited to, hand digging within the limits of the planned excavation or demolition, starting 2 feet of either side of the extremities of the underground utility line for other than parallel type excavations and at reasonable distances along the line of excavation for parallel type excavations.
7. The Contractor shall note that the Delaware Code, Chapter 74B, Section 7405B requires notification to and mutually agreeable measures from the public utility for any person intending to carry on any function, activity work or operation within dangerous proximity of any high voltage overhead line.
8. As outlined in Chapter 3 of the DeIDOT Utilities Manual, utilities are responsible for obtaining all required permits from municipal, State and federal government agencies and railroads. This includes but is not limited to water quality permits/DNREC Water Quality Certification, DNREC Subaqueous Lands/Wetlands permits, DNREC Coastal Zone Consistency Certification, County Floodplain permits (New Castle County only), U.S. Coast Guard permits, US Army Corps 404 permits, sediment and erosion permits, and railroad crossing permits.
9. Utility companies are required to restore any areas disturbed in conjunction with their relocation work. If an area is disturbed by a utility company and is not properly restored, the Department may have the highway contractor perform the necessary restoration. Any additional costs incurred as a result will be forwarded to the utility company.

NOTE: Coordination and cooperation among the utilities and the Department's Contractor are of prime importance; therefore, the Contractor is directed to contact the following Utility Representatives with any questions in regard to this work prior to submitting bids and work schedules. Proposed work schedules should reflect the Utility Companies' proposed relocations.

NAME	COMPANY	PHONE
Mr. Carmen Hunter	Artesian Water Company	302-453-7153
Mr. Wesley Page	Atlantic Broadband	410-827-6441
Mr. Garth Jones	Chesapeake Utilities	302 734-6797 x6043
Mr. Knol McRae	Comcast Cable	302-661-4458
Mr. Angel Collazo	DP&L Electric	302-454-4370
Mr. Mike Foster	Lightower Fiber Networks	585-743-1731
David Burgin	PSE&G	856-339-1595
Mr. George Zang	Verizon	302-422-1238
Mr. Richard Welsh	Eastern Shore Natural Gas	302-734-6710 x6785

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Prepared and Recommended by:

Donald Blouin
Donald Blouin/AECOM

10/25/16
DATE

Approved as to form by:

Alan K. Mattingly
US301 GEC

10/25/16
DATE

Approved as to form by:

Eric C. [Signature]
Utilities Section, DelDOT

10/25/16
DATE

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

CERTIFICATE OF RIGHT-OF-WAY STATUS

STATE PROJECT NO. T201011301

F.A.P. NO. NH-2015(25)

SUMMIT BRIDGE AND ARMSTRONG CORNER ROAD
INTERSECTION IMPROVEMENTS

NEW CASTLE COUNTY

Certificate of Right-of-Way Status - STIPULATED

Status - Level 2

As required by 23 CFR, Part 635, and other pertinent Federal and State regulations or laws, the following certifications are hereby made in reference to this highway project:

All necessary rights-of-way, including control of access rights when pertinent, have not been fully acquired, however, the right to occupy and to use all rights-of-way required for the proper execution of the project in accordance with the project right-of-way plans has been acquired; and,

All necessary real property interests have NOT been or shall be acquired in accordance with current FHWA/State directives covering the acquisition of real property; and,
The outstanding parcels are:

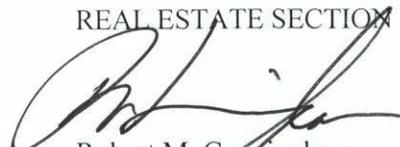
- Parcel 178.01 - Price Property – Verbal agreement has been reached with the owners. Working on parameters for an Agreement that outlines responsibilities of both parties. Agreement is under legal review. Right of Entry is being formalized while waiting for approval.

A clear Right-of-way is anticipated on or before November 14, 2016

Any residential displaced individuals or families have been relocated to decent, safe and sanitary housing, or adequate replacement housing has been made available in accordance with the provisions of the current Federal Highway Administration (FHWA) directive(s) covering the administration of the Highway Relocation Assistance Program; and,

Any occupants have vacated all lands and improvements. The State has physical possession and the right to remove, salvage, or demolish any improvements acquired as part of this project, and enter on all land.

REAL ESTATE SECTION



Robert M. Cunningham,
Chief of Right of Way

October 5, 2016



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

JENNIFER COHAN
SECRETARY

July 6, 2016

ENVIRONMENTAL REQUIREMENTS

for

Summit Bridge Road and Armstrong Corner Road Intersection Improvements (Contract #2B) State Contract No.: T201011301
Federal Aid Project Number: NH-2015(25)

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 A/ Class I Action.

PERMIT REQUIREMENTS:

The proposed construction work for this portion of U.S. 301, requires permit approval from those agencies listed below. It is the responsibility of the contracting agency, the Delaware Department of Transportation, Division of Transportation Solutions to obtain the necessary permits to ensure that the contractor complies with the requirements and conditions established by the regulatory agencies.

REQUIRED PERMITS AND APPROVAL STATUS:

- U.S. Army Corps of Engineers (USACE) – Individual Permit – **Approved 01-07-2013**, CENAP-OP-R-2006-6071-1, Expiration 12-31-2023
- Delaware Department of Natural Resources and Environmental Control (DNREC) Subaqueous Lands Permit – **Approved 04-29-2013**, SP 312/12, Expiration 04-29-2018
- DNREC – 401 Water Quality Certification – **Approved 04-29-2013**, WQ-315/12, Expiration 04-29-2018

- DNREC – Coastal Zone Consistency – **Approved 09-14-2007, modification of condition 3 – 04-04-2011**, No expiration

SPECIFIC REQUIREMENTS:

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

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

1. The contractor shall employ measures during construction to prevent spills of fuels, or lubricants, if a spill should occur, efforts shall be undertaken to prevent its entry into wetlands, aquatic, or drainage areas. Any spills entering wetlands, aquatic, or drainage areas shall be removed immediately. The Division of Water Resources (DNREC), Wetlands & Aquatic Protection Branch, 302-739-4691, shall be notified of any spill(s) within six (6) hours of their occurrence. That office will determine the effectiveness of spill and contamination removal and specify remediation efforts as necessary.
2. All construction debris, excavated material, brush, rocks, and refuse incidental to such work shall be placed either on shore above the influence of flood waters or on some suitable disposal site approved by the department.
3. The disposal of trees, brush, and other debris in any stream corridor, wetland surface water or any drainage ditch is prohibited.
4. There shall be no stockpiling of construction materials or temporary fills in wetlands or subaqueous lands unless otherwise specified on project plans and approved by permitting agencies that govern them. It is the contractor's responsibility to coordinate and secure those additional permits/amendments in deviating from the plan.
5. The effort shall be made to keep construction debris from entering adjacent waterways, wetlands, ground cover, or drainage areas. Any debris that enters these areas shall be removed immediately. Netting, mats, or establishing confined work areas in stages may be necessary to address these issues.
6. If routine maintenance of worker equipment and heavy machinery is necessary during the construction period, refuse material is prohibited from being disposed or deposited onto or into the ground. All used oils and filters must be recycled or disposed of properly.
7. Harmful chemical wash water applied to clean equipment or machinery shall be discouraged. If undertaken, the residue water and/or material must be collected or

contained such that it will be disposed of properly. By no means, shall it be deposited or disposed of in waterways, streams, wetlands, or drainage areas.

8. The contractor shall follow all requirements as indicated in the Environmental Compliance Sheet. It will be the contractor's responsibility, expense, & effort to ensure that workers also follow these requirements. As part of the restrictions, please note the timetables reflected in the contract for the in-stream/water work for endangered species protection.
9. For protection of the threatened Northern Long-Eared Bat (NLEB), there shall be no clearing of trees between 12:01 AM on April 15 and 11:59 PM on August 31 within the limits of the 'woods line' symbol within areas of the project that have been identified as potential NLEB habitat.

10. Environmental Monitor:

DelDOT has designated an environmental monitoring team to help and ensure compliance with the Project's environmental commitments contained in NEPA documentation, Permits, and shown on the Environmental Compliance Sheets. The environmental monitoring team will attend relevant pre-construction and construction meetings and monitor construction activities adjacent to protected resources. The environmental monitoring team will track compliance with Project commitments and report regularly to DelDOT Environmental Studies. The environmental monitor will work closely with the Engineer to resolve any environmental issues, or concerns in a timely but environmentally suitable fashion.

11. Resource Protection Fence:

Resource protection fence is being used to prevent impacts to sensitive resources near the Project. Resource protection fence is shown in the Project's Environmental Compliance Sheets and shall be installed immediately after stakeout of the LOC. The Contractor shall ensure that all employees understand and comply with the purpose of the resource protection fence.

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 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).

NATURAL RESOURCES SPECIFIC REQUIREMENTS:

The contractor shall pay special attention to specific construction requirements listed below **[USACE conditions unless noted]**:

1. Any deviation in construction methodology or project design of the regulated activities from that shown on the construction plan sheets must be approved by Corps of Engineers Philadelphia Office, in writing, prior to performance of the work. All modifications to the construction plans shall be approved, in writing by the Corps of Engineers. No work shall be performed prior to written approval of the Corps of Engineers.
2. Prior to the placement of temporary fill in any Waters of the United States including wetlands, a removal and restoration plan of the fill must be submitted to and approved by the Corps of Engineers. This plan should include but shall not be limited to: reason for temporary fill; location, quantity and type of temporary fill; methods of installation and removal; restoration procedures; and Corps of Engineers final inspection provisions. This condition does not apply to temporary fills associated with erosion and sediment controls. The following shall be considered when utilizing temporary fills:

- a. Earthen materials shall not be used in the deployment of temporary stream diversions, crossings, or cofferdams, due to the potential for washout during storm events, unless those materials are properly contained and stabilized as shown on approved plans.
 - b. Any temporary stream crossings will be completely removed when no longer needed and the stream banks restored by planting native woody vegetation.
 - c. Any pre-existing riparian vegetation that is disturbed will be replanted after the removal of temporary disturbance.
 - d. Temporary stream crossings shall be located within the approved limits of disturbance.
3. The permittee will continue to coordinate project plan development for work in regulated wetlands and waters of the United States to assure that the identified impacts remain the same, and that if possible, further reductions in impacts to the aquatic environment may be identified.
4. The permittee is responsible for ensuring that the contractor and/or workers executing the activity(s) authorized by this permit have knowledge of the terms and conditions of the authorization and that a copy of the permit document is at the project site throughout the period the work is underway.
5. All fill materials shall be clean and free from fines, oils, grease, debris, wood, asphalt and other contaminants. **[DNREC]**
6. Waterways temporarily diverted in association with construction activities authorized herein shall be re-diverted to their original channels within 72 hours of completion of the culvert installation. **[DNREC]**
7. If riprap is needed in a stream channel for energy dissipation at either end of a stream culvert, or to protect a buried utility, riprap and stream substrate material shall be placed together, to establish a stream invert that will not impede fish passage during low flows.
8. The permittee is responsible to ensure that, after construction, the stream shall not be “lost” or infiltrate beneath the channel or culvert. If flow is lost from the stream, the permittee shall take corrective action to restore flow to the stream. **[DNREC]**
9. No stockpiling or storage of equipment, materials, or structural steel; no staging areas; and no installation of ancillary facilities such as concrete or asphalt plants or construction trailers shall be permitted within any wetland or stream areas outside of identified storage

areas as approved by the Corps of Engineers. No construction materials, aggregates, or earth shall be stockpiled or stored in a manner that would affect wetlands or streams, and such stockpiles shall have erosion and sediment controls approved by DeIDOT.

10. As a part of the earthen grading activities associated with surface water management and runoff, and/or the restoration of temporary drainage and diversion activities associated with project construction, the permittee shall assure that any wetlands or waters of the United States outside of the approved limit of construction (LOC) and not shown as impacted on the plans identified in special condition 1 are not adversely affected by the project. These adverse effects would include, but are not limited to, the removal of wetland hydrology (surface or subsurface), and the increased scour and erosion of stream channels within the project area. In the event that any adverse effects are identified, the permittee will immediately contact this office and coordinate with this office to develop and implement corrective or remedial measures.
11. All excess excavated material not used in highway or compensatory mitigation site construction shall be disposed of at upland, non-wetland disposal site(s). The excavated material shall be properly contained and stabilized to prevent its entry into any adjacent wetlands or waterways. No disposal/wasting operation shall commence until the permittee obtains written approval of any disposal site(s) from the Corps of Engineers to ensure that there are no unauthorized discharges of fill into waters of the United States, including jurisdictional wetlands.

Any changes to or deviations from these plans requested by the contractor must be reviewed and approved by the Engineer and Environmental Monitor prior to conducting any work. Approval may take a significant amount of time to complete and all changes may not be approved. The contractor shall have no claim against the department for costs or delays associated with the approval or rejection of requested changes or deviations from these plans.



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

SHAILEN P. BHATT
 SECRETARY

RAILROAD STATEMENT
For

State Contract No.: T201011301

Federal Aid No.: NH-2015(25)

Project Title: Summit Bridge Rd and Armstrong Corner Rd Intersection Improvements

The following railroad companies maintain facilities within the contract limits:

- | | |
|--|---|
| <input type="checkbox"/> Amtrak | <input type="checkbox"/> Maryland & Delaware |
| <input type="checkbox"/> CSX | <input type="checkbox"/> Norfolk Southern |
| <input type="checkbox"/> Delaware Coast Line | <input type="checkbox"/> Wilmington & Western |
| <input type="checkbox"/> East Penn | <input checked="" type="checkbox"/> None |

In accordance with 23 CFR 635, herein is the railroad statement of coordination (check one):

- No Railroad involvement.

- Railroad Agreement unnecessary but railroad flagging required. The contractor shall follow requirements stated in the DeIDOT Maintenance of Railroad Traffic Item in the Special Provisions. Contractor shall coordinate railroad flagging with DeIDOT's Railroad Program Manager at (302) 760-2183.

- Railroad Agreement required. The necessary railroad agreement, attached, is complete and fully executed. Railroad related work to be undertaken and completed as required for proper coordination with physical construction schedules. The Contractor shall follow requirements stated in the DeIDOT Maintenance of Railroad Traffic Item in the Special Provisions. Contractor shall coordinate railroad flagging with DeIDOT's Railroad Program Manager at (302) 760-2183.

Approved As To Form:



 Robert A. Perrine
 DeIDOT Railroad Program Manager

2/26/2015

 DATE

BID PROPOSAL FORMS

CONTRACT T201011301.01

FEDERAL AID PROJECT NH-2015(25)

CONTRACT ID: T201011301.01

PROJECT(S): T201011301

All figures must be typewritten.

CONTRACTOR : _____

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

SECTION 0001 SUMMIT BRIDGE ROAD AND INTERSECTION IMPROVEMENTS

0010	201000 CLEARING AND GRUBBING	LUMP		LUMP		
0020	202000 EXCAVATION AND EMBANKMENT	CY	90017.000			
0030	202515 COMPACTING INSITU MATERIAL	SY	2144.000			
0040	202555 SUBSOIL TILLAGE	SY	11250.000			
0050	207000 EXCAVATION AND BACKFILL FOR STRUCTURES	CY	121.000			
0060	208000 EXCAVATION AND BACKFILLING FOR PIPE TRENCHES	CY	2113.000			
0070	208001 FLOWABLE FILL	CY	70.000			
0080	209001 BORROW, TYPE A	CY	15688.000			
0090	209002 BORROW, TYPE B	CY	510.000			

CONTRACT ID: T201011301.01

PROJECT(S): T201011301

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	210000 FURNISHING BORROW TYPE "C" FOR PIPE, UTILITY TRENCH, AND STRUCTURE BACKFILL	CY 155.000				
0110	211002 REMOVAL OF STRUCTURES AND OBSTRUCTIONS (GUARDRAIL)	LF 532.000				
0120	211004 REMOVAL OF STRUCTURES AND OBSTRUCTIONS (PIPE)	LF 883.000				
0130	211521 ABANDONMENT OF WELLS	EACH 1.000				
0140	302007 GRADED AGGREGATE BASE COURSE, TYPE B	CY 14578.000				
0150	302011 DELAWARE NO. 3 STONE	TON 690.000				
0160	302012 DELAWARE NO. 57 STONE	TON 549.000				
0170	401816 BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 76-22	TON 20790.000				
0180	401819 BITUMINOUS CONCRETE, SUPERPAVE, BITUMINOUS CONCRETE BASE COURSE, 160 GYRATIONS, PG 64-22	TON 16221.000				

CONTRACT ID: T201011301.01

PROJECT(S): T201011301

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0190	401833 BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 76-22, (NON-CARBONATE STONE)	9566.000 TON				
0200	402000 BITUMINOUS CONCRETE AND/OR COLD-LAID BITUMINOUS CONCRETE (TRM)	500.000 TON				
0210	406001 BITUMINOUS CONCRETE PATCHING	6087.000 SYIN				
0220	406501 BITUMINOUS CONCRETE PATCHING, PARTIAL DEPTH	346.000 SY				
0230	602002 PORTLAND CEMENT CONCRETE MASONRY, CLASS B	20.000 CY				
0240	612021 REINFORCED CONCRETE PIPE, 15", CLASS IV	962.000 LF				
0250	612022 REINFORCED CONCRETE PIPE, 18", CLASS IV	743.000 LF				
0260	612023 REINFORCED CONCRETE PIPE, 24", CLASS IV	96.000 LF				
0270	612024 REINFORCED CONCRETE PIPE, 27", CLASS IV	235.000 LF				
0280	612025 REINFORCED CONCRETE PIPE, 30", CLASS IV	266.000 LF				

CONTRACT ID: T201011301.01

PROJECT(S): T201011301

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0290	612026 REINFORCED CONCRETE PIPE, 30", CLASS V	350.000 LF				
0300	612030 REINFORCED CONCRETE PIPE, 18", CLASS V	782.000 LF				
0310	612031 REINFORCED CONCRETE PIPE, 24", CLASS V	174.000 LF				
0320	612032 REINFORCED CONCRETE PIPE, 15", CLASS V	1837.000 LF				
0330	612033 REINFORCED CONCRETE PIPE, 21", CLASS IV	1541.000 LF				
0340	612034 REINFORCED CONCRETE PIPE, 36", CLASS IV	1006.000 LF				
0350	612046 REINFORCED CONCRETE PIPE, 21", CLASS V	366.000 LF				
0360	612216 REINFORCED CONCRETE ELLIPTICAL PIPE, 14"X23", CLASS IV	38.000 LF				
0370	612219 REINFORCED CONCRETE ELLIPTICAL PIPE, 24"X38", CLASS IV	117.000 LF				
0380	614003 GALVANIZED CORRUGATED STEEL PIPE, 18", 16 GAGE, 2 2/3" X 1/2" CORRUGATION	60.000 LF				

CONTRACT ID: T201011301.01

PROJECT(S): T201011301

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0390	614588 DUCTILE IRON PIPE, 18"	269.000				
		LF				
0400	617002 REINFORCED CONCRETE FLARED END SECTION, 15"	13.000				
		EACH				
0410	617003 REINFORCED CONCRETE FLARED END SECTION, 18"	13.000				
		EACH				
0420	617004 REINFORCED CONCRETE FLARED END SECTION, 21"	2.000				
		EACH				
0430	617005 REINFORCED CONCRETE FLARED END SECTION, 24"	3.000				
		EACH				
0440	617007 REINFORCED CONCRETE FLARED END SECTION, 30"	4.000				
		EACH				
0450	617517 HEADWALL, SPECIAL TYPE I	1.000				
		EACH				
0460	617518 DRAINAGE HEADWALLS, MODIFIED	LUMP		LUMP		
0470	701010 PORTLAND CEMENT CONCRETE CURB, TYPE 1-8	338.000				
		LF				
0480	701011 PORTLAND CEMENT CONCRETE CURB, TYPE 2	9502.000				
		LF				

CONTRACT ID: T201011301.01

PROJECT(S): T201011301

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0490	701012 PORTLAND CEMENT CONCRETE CURB, TYPE 1-4	252.000 LF				
0500	701016 INTEGRAL PORTLAND CEMENT CONCRETE CURB & GUTTER, TYPE 1-4	5601.000 LF				
0510	705001 P.C.C. SIDEWALK, 4"	20716.000 SF				
0520	705002 P.C.C. SIDEWALK, 6"	16066.000 SF				
0530	705008 CURB RAMP, TYPE 1	100.000 SF				
0540	705009 CURB RAMP, TYPE 2, 3, AND/OR 4	325.000 SF				
0550	707005 UNDERDRAIN OUTLET	12.000 EACH				
0560	708045 LAWN INLET	1.000 EACH				
0570	708050 DRAINAGE INLET, 34" X 18"	8.000 EACH				
0580	708051 DRAINAGE INLET, 34" X 24"	20.000 EACH				

CONTRACT ID: T201011301.01

PROJECT(S): T201011301

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0590	708052 DRAINAGE INLET, 48" X 30"	10.000 EACH				
0600	708053 DRAINAGE INLET, 48" X 48"	17.000 EACH				
0610	708055 DRAINAGE INLET, 66" X 48"	1.000 EACH				
0620	708056 DRAINAGE INLET, 66" X 66"	1.000 EACH				
0630	708058 DRAINAGE INLET, 72" X 48"	1.000 EACH				
0640	708107 MANHOLE, ROUND	7.000 EACH				
0650	708112 MANHOLE, 48" X 48"	1.000 EACH				
0660	708113 MANHOLE, 66" X 30"	4.000 EACH				
0670	708114 MANHOLE, 66" X 48"	3.000 EACH				
0680	708512 DRAINAGE INLET, SPECIAL I	1.000 EACH				

CONTRACT ID: T201011301.01

PROJECT(S): T201011301

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0690	708585 JUNCTION BOX, 48" X 30"	1.000 EACH				
0700	710001 ADJUSTING AND REPAIRING EXISTING DRAINAGE INLET	3.000 EACH				
0710	712005 RIPRAP, R-4	907.000 SY				
0720	712006 RIPRAP, R-5	130.000 SY				
0730	712020 RIPRAP, R-4	704.000 TON				
0740	712021 RIPRAP, R-5	393.000 TON				
0750	712531 CHANNEL BED FILL	10.000 CY				
0760	713001 GEOTEXTILES, STABILIZATION	1570.000 SY				
0770	713002 GEOTEXTILES, SEPARATION	799.000 SY				
0780	713003 GEOTEXTILES, RIPRAP	1423.000 SY				

CONTRACT ID: T201011301.01

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0790	715001 PERFORATED PIPE UNDERDRAINS, 6"	13640.000 LF				
0800	715500 UNDERDRAIN OUTLET PIPE, 6"	531.000 LF				
0810	715508 TEMPORARY DRAINAGE PIPE, 18"	80.000 LF				
0820	720050 GALVANIZED STEEL BEAM GUARDRAIL, TYPE 1-31	1043.500 LF				
0830	720055 CURVED GUARDRAIL SECTION	25.000 LF				
0840	720057 GUARDRAIL OVER CULVERTS, TYPE 3-31	1.000 EACH				
0850	720529 P.C.C. SAFETY BARRIER PERMANENT, SINGLE FACE	213.000 LF				
0860	720550 P.C.C. BARRIER, MODIFIED	345.000 LF				
0870	720585 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 1-31	1.000 EACH				
0880	720586 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 2-31	2.000 EACH				

CONTRACT ID: T201011301.01

PROJECT(S): T201011301

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0890	720588 GUARDRAIL END TREATMENT ATTENUATOR, TYPE 3-31	2.000 EACH				
0900	725001 GUARDRAIL TO BARRIER CONNECTION (EXIT TYPE 31)	1.000 EACH				
0910	725002 GUARDRAIL TO BARRIER CONNECTION, APPROACH TYPE 1-31	3.000 EACH				
0920	726001 END ANCHORAGE 31	2.000 EACH				
0930	727004 CHAIN-LINK FENCE, 6' HIGH	925.000 LF				
0940	727006 TERMINAL POSTS FOR 6' CHAIN-LINK FENCE	4.000 EACH				
0950	727012 VEHICULAR GATES	1.000 EACH				
0960	727015 MONUMENTS	70.000 EACH				
0970	727548 PORTABLE CHAINLINK FENCE	1200.000 LF				
0980	727552 RESOURCE PROTECTION FENCE	2488.000 LF				

CONTRACT ID: T201011301.01

PROJECT(S): T201011301

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0990	743000 MAINTENANCE OF TRAFFIC	LUMP	LUMP			
1000	743004 FURNISH AND MAINTAIN PORTABLE CHANGEABLE MESSAGE SIGN	EADY	56.000			
1010	743006 PLASTIC DRUMS	EADY	175182.000			
1020	743007 TRAFFIC OFFICERS	HOURL	238.000	75.00000		17850.00
1030	743009 FURNISH AND MAINTAIN TRUCK MOUNTED ATTENUATOR, TYPE I	EADY	875.000			
1040	743015 FURNISH AND MAINTAIN PORTABLE PCC SAFETY BARRIER	LF	4975.000			
1050	743016 RELOCATION PORATBLE SAFETY BARRIER	LF	2698.000			
1060	743023 TEMPORARY BARRICADES, TYPE III	LFDY	24450.000			
1070	743024 TEMPORARY WARNING SIGNS AND PLAQUES	EADY	35327.000			
1080	743025 INSTALL TEMPORARY IMPACT ATTENUATOR	EACH	12.000			

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1090	743029 FURNISH TEMPORARY IMPACT ATTENUATOR - NON-GATING, REDIRECTIVE, TEST LEVEL 3	12.000 EACH				
1100	743030 RELOCATE TEMPORARY IMPACT ATTENUATOR	12.000 EACH				
1110	743050 FLAGGER, NEW CASTLE COUNTY, STATE	11060.000 HOUR				
1120	743062 FLAGGER, NEW CASTLE COUNTY, STATE, OVERTIME	2172.000 HOUR				
1130	744506 CONDUIT JUNCTION WELL, TYPE 7, PRECAST POLYMER CONCRETE	5.000 EACH				
1140	744523 CONDUIT JUNCTION WELL, TYPE 4, PRECAST CONCRETE	13.000 EACH				
1150	744530 CONDUIT JUNCTION WELL, TYPE 11, PRECAST CONCRETE/ POLYMER LID-FRAME	33.000 EACH				
1160	744531 CONDUIT JUNCTION WELL, TYPE 14, PRECAST CONCRETE/ POLYMER LID-FRAME	3.000 EACH				
1170	745522 SUPPLY OF 3" SCHEDULE 80 PVC CONDUIT	2845.000 LF				
1180	745524 SUPPLY OF 4" SCHEDULE 80 PVC CONDUIT	50.000 LF				

CONTRACT ID: T201011301.01

PROJECT(S): T201011301

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1190	745528 SUPPLY OF 2" GALVANIZED STEEL CONDUIT	37.000				
		LF				
1200	745544 INSTALLATION OF CONDUIT IN UNPAVED TRENCH	2395.000				
		LF				
1210	745547 INSTALLATION OF ADDITIONAL CONDUITS IN TRENCH OR OPEN CUT PAVEMENT	528.000				
		LF				
1220	745602 FURNISH & INSTALL UP TO 4" SCHEDULE 80 HDPE CONDUIT (BORE)	958.000				
		LF				
1230	745604 FURNISH & INSTALL UP TO 4" SCHEDULE 80 PVC CONDUIT (TRENCH)	10210.000				
		LF				
1240	746512 CABLES, 1/#6 AWG	7289.000				
		LF				
1250	746515 FURNISH & INSTALL 1-CONDUCTOR #6 AWG STRANDED INSULATED COPPER GROUND WIRE	2586.000				
		LF				
1260	746517 ALUMINUM LIGHTING STANDARD WITH SINGLE DAVIT ARM, 30' POLE	20.000				
		EACH				
1270	746527 CABLES, 1/#2 AWG	146.000				
		LF				
1280	746590 FURNISH & INSTALL GROUND ROD	31.000				
		EACH				

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1290	746653 ELECTRICAL TESTING	LUMP	LUMP			
1300	746717 ELECTRIC SERVICE ON RACK WITH SERVICE RISER	EACH	1.000			
1310	746848 POLE BASE, TYPE 3A	EACH	2.000			
1320	746849 POLE BASE, TYPE 3B	EACH	6.000			
1330	746850 POLE BASE, TYPE 4A	EACH	8.000			
1340	746852 POLE BASE, TYPE 6	EACH	20.000			
1350	746924 FURNISH & INSTALL LOOP WIRE 1-CONDUCTOR #14 AWG ENCASED IN 1/4" FLEXIBLE TUBING IN A LOOP SAWCUT	LF	2600.000			
1360	747508 LIGHTING CONTROL CENTER - 100 A	EACH	1.000			
1370	747515 CABINET BASE, TYPE M	EACH	1.000			
1380	748015 PERMANENT PAVEMENT STRIPING, SYMBOL/LEGEND ALKYD-THERMOPLAST IC	SF	5055.000			

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1390	748026 TEMPORARY MARKINGS, PAINT SYMBOL/LEGEND	128.000 SF				
1400	748032 TEMPORARY MARKINGS, PAINT, 5"	89187.000 LF				
1410	748509 PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, 12"	405.000 LF				
1420	748530 REMOVAL OF PAVEMENT STRIPING	21979.000 SF				
1430	748548 PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 5"	50876.000 LF				
1440	748549 PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 10"	118.000 LF				
1450	749500 SIGN PANEL	676.000 SF				
1460	749687 INSTALLATION OR REMOVAL OF TRAFFIC SIGN(S) ON SINGLE SIGN POST	75.000 EACH				
1470	749690 INSTALLATION OR REMOVAL OF TRAFFIC SIGNS ON MULTIPLE SIGN POSTS	357.000 SF				

CANNOT BE USED FOR BIDDING

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1480	758000 REMOVAL OF EXISTING PORTLAND CEMENT CONCRETE PAVEMENT, CURB, SIDEWALK, ETC.	529.000 SY				
1490	760000 PAVEMENT - MILLING, HOT-MIX	6330.000 SYIN				
1500	760003 PAVEMENT - MILLING, HOT-MIX, VARIABLE DEPTH	5339.000 SY				
1510	760012 RUMBLE STRIPS, BIKE-FRIENDLY, HOT-MIX	8948.000 LF				
1520	761001 BUTT JOINTS, HOT MIX	300.000 SY				
1530	762001 SAW CUTTING, BITUMINOUS CONCRETE	2312.000 LF				
1540	762002 SAW CUTTING, CONCRETE, FULL DEPTH	14765.000 LF				
1550	763000 INITIAL EXPENSE	LUMP	LUMP			
1560	763501 CONSTRUCTION ENGINEERING	LUMP	LUMP			
1570	763503 TRAINEE	2000.000 HOUR	0.80000		1600.00	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1580	763508 PROJECT CONTROL SYSTEM DEVELOPMENT PLAN	LUMP	LUMP			
1590	763509 CPM SCHEDULE UPDATES AND/OR REVISED UPDATES	EAMO	19.000			
1600	900500 ENVIRONMENTAL PERFORMANCE INCENTIVE (DISINCENTIVE)	LUMP	LUMP		324000.00	
1610	905001 SILT FENCE	LF	28808.000			
1620	905003 SEDIMENT TRAP	CY	4048.000			
1630	905004 INLET SEDIMENT CONTROL, DRAINAGE INLET	EACH	13.000			
1640	905005 INLET SEDIMENT CONTROL, CURB INLET	EACH	45.000			
1650	905006 INLET SEDIMENT CONTROL, CULVERT INLET	EACH	15.000			
1660	906004 SKIMMER DEWATERING DEVICE	EACH	4.000			
1670	907011 STONE CHECK DAM	TON	14.000			

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1680	908010 TOPSOILING, 6" DEPTH	59004.000 SY				
1690	908014 PERMANENT GRASS SEEDING, DRY GROUND	83044.000 SY				
1700	908015 PERMANENT GRASS SEEDING, WET GROUND	5766.000 SY				
1710	908017 TEMPORARY GRASS SEEDING	77199.000 SY				
1720	908019 STREAMBANK SEED MIX, SEEDING	50.000 SY				
1730	908020 EROSION CONTROL BLANKET MULCH	53042.000 SY				
1740	908021 TURF REINFORCEMENT MATTING, TYPE 1	9275.000 SY				
1750	908023 STABILIZED CONSTRUCTION ENTRANCE	500.000 TON				
1760	909005 STREAM DIVERSION	LUMP	LUMP			
1770	910007 OUTLET STRUCTURE	LUMP	LUMP			
	SECTION 0001 TOTAL					
	TOTAL BID					

Diesel Fuel Cost Price Adjustment Option

The Bidder is required to submit this form with his/her Bid Proposal at the time of bid opening. When this form is not provided by the Bidder at the time of Bid, the Option-OUT will be automatically selected and no further option is available to the Contractor and no Diesel Fuel Cost Adjustments will be made.

OPTION-IN

Checking here selects the option to participate in the 763626 - Diesel Fuel Cost Price Adjustment.

OPTION-OUT

Checking here declines the option to participate in the 763626 - Diesel Fuel Cost Price Adjustment.

The undersigned hereby certifies that he/she is authorized to make this Option on behalf of the bidder in compliance with the special provision 763626 - Diesel Fuel Cost Price Adjustment.

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

Name of Bidder (Organization)

Corporate
Seal

By: _____
Authorized Signature

Attest _____
Title

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

Notary
Seal

Notary

BREAKOUT SHEET INSTRUCTIONS

BREAKOUT SHEET(S) MUST BE SUBMITTED EITHER WITH YOUR BID DOCUMENTS; OR WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING THE BID DUE DATE BY THE LOWEST APPARENT BIDDER.

BREAKOUT SHEETS ARE TO BE SUBMITTED TO DELDOT'S CONTRACT ADMINISTRATION AS SHOWN BELOW. BREAKOUT SHEETS CANNOT BE CHANGED AFTER AWARD. THE DEPARTMENT WILL REVIEW THE FIGURES SUBMITTED ON THE BREAKOUT SHEET(S) TO ENSURE THEY MATCH THE RESPECTIVE LUMP SUM BID AMOUNT(S). MATHEMATICALLY INCORRECT BREAKOUT SHEETS WILL BE RETURNED FOR IMMEDIATE CORRECTION.

BREAKOUT SHEETS MAY BE SUBMITTED;

VIA E-MAIL TO:DOT-ASK@STATE.DE.US
SUBJECT:**T201011301.01** Breakout Sheet

OR MAILED TO:DELDOT
CONTRACT ADMINISTRATION
PO BOX 778, DOVER, DE 19903

'BREAKOUT SHEET' AND THE PROJECT NUMBER
MUST APPEAR ON THE ENVELOPE.

BREAKOUT SHEET - 1		CONTRACT NO. T201011301.01			
Item 909005 - STREAM DIVERSION					
ITEM NO.	APPROX. QTY.	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	LS	WATER PUMPING	\$	\$
2	2	EA	SUMP PIT, TYPE I	\$	\$
3	18	CF	SANDBAG DIKE	\$	\$
4	1	EA	DEWATERING BAG	\$	\$
5	1	LS	REMOVAL AND RESTORATION	\$	\$
TOTAL ITEM 909005 - STREAM DIVERSION \$ _____ (LUMP SUM BID PRICE FOR ITEM 909005 - STREAM DIVERSION)					

BREAKOUT SHEET - 2		CONTRACT NO. T201011301.01			
Item 910006 - OUTLET STRUCTURE					
ITEM NO.	APPROX. QTY.	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	EA	POND OUTLET STRUCTURE, SPECIAL, 1	\$	\$
2	1	EA	POND OUTLET STRUCTURE, SPECIAL, 2	\$	\$
3	1	EA	POND OUTLET STRUCTURE, SPECIAL, 3	\$	\$
4	1	EA	POND OUTLET STRUCTURE, SPECIAL, 4	\$	\$
5	1	EA	POND OUTLET STRUCTURE, SPECIAL, 5	\$	\$
TOTAL ITEM 910006 - OUTLET STRUCTURE \$ _____ (LUMP SUM BID PRICE FOR ITEM 910006 - OUTLET STRUCTURE)					

"ATTENTION"

TO BIDDERS

BREAKOUT SHEET(S) MUST BE SUBMITTED EITHER WITH YOUR BID DOCUMENTS; OR WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING THE BID DUE DATE BY THE LOWEST APPARENT BIDDER.

BREAKOUT SHEETS ARE TO BE SUBMITTED TO DELDOT'S CONTRACT ADMINISTRATION AS SHOWN BELOW. BREAKOUT SHEETS CANNOT BE CHANGED AFTER AWARD. THE DEPARTMENT WILL REVIEW THE FIGURES SUBMITTED ON THE BREAKOUT SHEET(S) TO ENSURE THEY MATCH THE RESPECTIVE LUMP SUM BID AMOUNT(S). MATHEMATICALLY INCORRECT BREAKOUT SHEETS WILL BE RETURNED FOR IMMEDIATE CORRECTION.

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VIA E-MAIL TO:DOT-ASK@STATE.DE.US
SUBJECT:**T201011301.01** Breakout Sheet

OR MAILED TO:DELDOT
CONTRACT ADMINISTRATION
PO BOX 778, DOVER, DE 19903

'BREAKOUT SHEET' AND THE PROJECT NUMBER
MUST APPEAR ON THE ENVELOPE.

Prequalification for US 301 Contracts

I certify that _____ ,
Contractor/Subcontractor Company

Check One:

- Either independently or through agreement with other organizations, is providing craft training for journeyman and apprentice levels through a bona fide program approved by and registered with the State of Delaware and/or United States Department of Labor, to comply with 29 Del C. 6962(c)(11). Enclosed is a copy of the certification of this program.
- Does not have a Craft Training Program because we do not have any apprenticeable trades, as defined in the Rules and Regulations Relating to Delaware Apprenticeship and Training Law Sections 5 and 6. Enclosed is documentation from the State of Delaware and/or United States Department of Labor confirming this determination.

Name: _____

Title: _____

Date: _____

The completed Form and supporting documentation must be submitted no later than 10 a.m. local time on the day of the bid opening for Prequalification.

**AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

Sworn to and Subscribed before me this _____ day of _____ 20____.

My Commission expires _____ . NOTARY PUBLIC _____ .

THIS PAGE MUST BE SIGNED AND NOTARIZED AND RETURNED WITH YOUR BID.

CERTIFICATION

Contract No. T201011301.01
Federal Aid Project No. NH-2015(25)

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								
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BIDDERS MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA

MUST INSERT DATE OF FINAL QUESTIONS AND ANSWERS ON WEBSITE: _____



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

Name of Bidder (Organization)

Corporate
Seal

By: _____
Authorized Signature

Attest _____

Title

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

Notary
Seal

Notary

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____

of _____ in the County of _____ and State of _____ as

Principal, and _____ of _____ in the County of

_____ and State of _____ as **Surety**, legally authorized to do business in the State of

Delaware ("**State**"), are held and firmly unto the **State** in the sum of _____

_____ Dollars (\$ _____), or _____ percent not to exceed _____

_____ Dollars (\$ _____) of amount of bid on Contract

No. T201011301.01, 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