

STATE OF DELAWARE

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DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT T201207101.02

FEDERAL AID PROJECT NO. EBRN-N159(2)

CFDA NO. 20.205

BR 1-159 ON JAMES STREET OVER CHRISTINA RIVER

NEW CASTLE COUNTY

ADVERTISEMENT DATE: July 9, 2019

COMPLETION TIME: 632 Calendar Days

PROSPECTIVE BIDDERS ARE ADVISED THAT THERE WILL BE A MANDATORY PRE-BID MEETING THURSDAY, JULY 25, 2019 AT 2:00 P.M. IN THE DeIDOT ADMINISTRATION BUILDING, 800 BAY ROAD, DOVER, DE 19903.

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 prior to 2:00 P.M. local time August 13, 2019

Contract No. T201207101.02
Federal Aid Project No. EBRN-N159(2)

BR 1-159 ON JAMES STREET OVER CHRISTINA RIVER
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 the replacement of Bridge 1-159. The existing Bridge 1-159 is an inoperable movable steel superstructure bridge supported on reinforced concrete abutments and piers. Bridge 1-159 carries James Street over Christina River in Newport, Delaware. This project involves the replacement of the existing bridge with a 5-span pre-stressed concrete box beam bridge supported by new reinforced concrete abutments and piers on drilled shafts. The proposed construction will be off the existing alignment to ensure access during the project, and to minimize impact to the existing 72" diameter new castle county sewer force main that is nearing the end of its service life. The proposed structure will provide higher under clearance to allow for recreational boating, 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 632 Calendar Days. The Contract Time includes an allowance for 122 Weather Days. It is the Department's intent to issue a Notice to Proceed such that work starts on or about November 25, 2019. **PLEASE NOTE that there will be a contract suspension for utility relocations to take place. The anticipated begin and end time for contract suspension is from February 10, 2020 to January 5, 2021 for total of 330 days. The contract suspension duration is not included in the estimated 632 Calendar Days mentioned.**

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-ask@delaware.gov or (302) 760-2031. Bids will be received in the Bidder's Room at the Delaware Department of Transportation's Administration Building, 800 Bay Road, Dover, Delaware prior to 2:00 P.M. local time August 13, 2019 unless changed via addendum.
2. QUESTIONS regarding this project are to be e-mailed to dot-ask@delaware.gov no less than six business days prior to the bid opening date in order to receive a response. Please include T201207101.02 in the subject line. Responses to inquiries are posted on-line at <http://www.bids.delaware.gov>.
3. PREQUALIFICATION REQUIREMENT - 29 Del.C. §6962 (c)(12)(a) requires DelDOT to include a performance-based rating system for contractors. The Performance Rating for each Contractor shall be used as a prequalification to bid at the time of bid. Refer to Contract 'General Notices' for details. **NEW**
4. **THE BID PROPOSAL software DelDOT uses has changed, we now use Bid Express.** This new software is an updated version of the previous software used and operates similarly. The cd you request from DelDOT contains the Bid Express file and its installation file. Bidders are to use the cd provided to enter their bid amounts into the Bid Express file. The Bid Express bid file must be printed and submitted in paper form along with the electronic bid file and other required documents prior to the Bid due date and time. (DelDOT is not utilizing web based electronic bidding for this project).
5. 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.
6. 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 **REVISED requirements at the following link:** [http://regulations.delaware.gov/register/december2017/final/21 DE Reg 503 12-01-17.htm](http://regulations.delaware.gov/register/december2017/final/21%20DE%20Reg%20503%2012-01-17.htm)

Note a few of the requirements;

- * At bid submission - Each bidder must submit with the bid a single signed affidavit certifying that the bidder and its subcontractors has in place or will implement during the entire term of the contract a Mandatory Drug Testing Program that complies with the regulation, *the form is attached*;
 - * At least two business days prior to contract execution - The awarded Contractor shall provide to DelDOT copies of the Employee Drug Testing Program for the Contractor, each participating DBE firm, and all other listed Subcontractors;
 - * 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.
7. DBE PROGRAM REQUIREMENTS (49CFR §26.53(b)(3)(i)(B)) require submission of DBE participation information from the apparent low bidder no later than five (5) calendar days **after bid opening**.
 8. No **RETAINAGE** will be withheld on this contract unless through the Prequalification Requirements.
 9. EXTERNAL COMPLAINT PROCEDURE can be viewed on DelDOT's Website [here](#), or you may request a copy by calling (302) 760-2555.
 10. 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.
 11. PROPOSED TRAINEE PLANS - The number of trainees to be trained will be **one (1)**, as listed in the Training Special Provisions within Contract 'General Notices'. The program(s) must be submitted online at <https://deldotojt.com> as soon as possible by the apparent low bidder. Award of the Contract will not take place until acceptable On-the-Job (OJT) program plans are received and approved by the Department's Civil Rights Section.

Failure of the apparent low bidder to submit acceptable OJT Trainee Programs within ten (10) calendar days of bid opening shall create a rebuttable presumption that the bid is not responsive.
 12. A **MANDATORY PRE-BID MEETING** will be held on Thursday July 25, 2019 at 2:00 p.m. in the DelDOT Administration Center, 800 Bay Road, Dover, Delaware 19901. All bidders must be represented at the Mandatory Pre-Bid Meeting for this contract. The bidder's representative must sign-in and identify the name of the bidder they represent. Failure to sign-in with the bidder's company name at the Mandatory Pre-Bid Meeting will result in the bidder being found non-responsible and non-responsive, and their bid will be rejected.
 13. Potential bidders are hereby notified that contract work will begin after the Engineer issues the Notice to Proceed. Time charges will be suspended after the successful bidder sets up the construction fence/signs around the sanitary sewer protection area, installs the Geotechnical Instruments to monitor vibrations and ground movements in the vicinity of existing 72-inch Christina River Force Main (CRFM), obtains baseline readings of the instrumentation, installs erosion and sediment control devices, clears the required area, and sets up the MOT for Phase 1 of the contract in order to undertake the utility relocation work described in the Utility Statement by the companies noted in the Utility Statement. During the suspension period, the selected contractor shall continue to be responsible for maintaining the Project Site and maintaining the Phase 1 traffic control devices per the Specifications. The selected contractor shall monitor vibrations and ground movements in the vicinity of the 72-inch CRFM. The selected contractor shall also be responsible for providing access to DP&L gas and electric for the relocation of their facilities on the south side of the Christina River including grading, placing composite matting and construction of a lightweight aggregate work platform. Time charges will not be assessed for this work.

The selected contractor shall not resume any other work on the Project Site until the suspension period ends. The estimated time required by each utility company to relocate its facility is shown on the bar chart attached to the Utility Statement. The selected contractor shall prepare the project CPM schedule using these durations. Once all utilities have completed their relocation work, contract work and time charges shall resume. The Engineer will notify the contractor 14 days prior to the resumption of contract work and time charges. Payment for Phase 1 traffic control devices, along with payment for the project field office, will continue during the suspension period. Potential Bidders shall account for the suspension period in their bid prices. DelDOT shall not be held liable for damages or claims resulting from failure of the utilities to complete their relocation work within the time frames specified in the contract Utility Statement. Time charges will not be suspended for final relocation of the temporary DP&L gas facility to the new bridge

14. MONITORING OF 72-INCH CRFM: A supplemental sketch has been provided; see Suggested Plan for CRFM Monitoring. The instrument locations illustrated in the schematic are for the selected contractor's guidance in preparing the monitoring plan.
15. CONTRACTOR'S POLLUTION LIABILITY INSURANCE: Contractor shall purchase and maintain, at its own expense, and shall require its subcontractors, if any, to obtain and maintain, a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. Such policy shall cover damage to the environment, both sudden and non-sudden, caused by the emission, disposal, release, seepage, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants, into or upon land, the atmosphere or any water course or body of water; or the generation of odor, noises, vibrations, light, electricity, radiation, changes in temperature, or any other sensory phenomena.

Such insurance shall contain or be endorsed to include coverage for:

- a) Property damage, including loss of use, injury to or destruction of property;
- b) Cleanup costs which shall include operations designed to analyze, monitor, remove, remedy, neutralize, or clean up any released or escaped substance which has caused environmental impairment or could cause environmental impairment if not removed, neutralized or cleaned up.
- c) Bodily injury, which shall include bodily injury, sickness, disease, sustained by any person, including death resulting therefrom.
- d) Civil penalties and fines imposed as a result of pollution conditions including but not limited to for the release of pollutants, contaminants or hazardous materials.

Including Excess Liability, if necessary, the policy limit for Contractor's Pollution Liability Insurance shall be not less than Five Million Dollars (\$5,000,000) per occurrence or claim and in the aggregate.

If the Contractor's Pollution Liability Insurance is on a claims-made form, this insurance must be maintained for no less than three years after final completion of Contractor's operations.

Commercial General Liability insurance: Contractor shall purchase and maintain, at its own expense, and shall require its subcontractors, if any, to obtain and maintain, Commercial General Liability insurance for the Project written on an occurrence form. Such insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Including Umbrella Liability Insurance, if necessary, the policy limits for Commercial General Liability insurance shall be not less than FIVE MILLION DOLLARS (\$5,000,000) each occurrence for bodily injury, personal injury and property damage, FIVE MILLION DOLLARS (\$5,000,000) each occurrence and aggregate for products-completed operations and FIVE MILLION DOLLARS (\$5,000,000) general aggregate.

The Commercial General Liability Insurance policy shall provide coverage for claims including:

- a) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

- b) personal injury and advertising injury;
- c) damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- d) bodily injury or property damage arising out of completed operations; and
- e) The Contractor's indemnity obligations under this agreement.
- f) The insurance policies required hereunder shall not contain an exclusion or restriction of coverage for the following:
- g) Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- h) Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- i) Claims for bodily injury other than to employees of the insured.
- j) Claims for indemnity under this agreement arising out of injury to employees of the insured.
- k) Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- l) Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- m) Claims related to earth subsidence or movement, where the Work involves such hazards.
- n) Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

General Provisions Applicable to all Insurances: All insurance required to be purchased and maintained by Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state of Delaware to issue insurance policies for the required limits and coverages. All companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable deductibles, full disclosure of all relevant exclusions. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 30 days (10 days for cancellation due to non-payment of premiums) prior written notice has been given to the purchasing policyholder and each additional insured. Within three days of receipt of any such written notice, the purchasing policyholder shall also provide a copy of the notice to each other insured and additional insured. The policies of insurance required by this Paragraph must: not contain any restrictions on, or exclusions from, coverage otherwise provided under the policy because the damage or claim arose in connection with damage to, or failure of, protective liners for the Superfund site or the New Castle County's 72-inch diameter Christina River Force Main; be written for not less than the limits provided; remain in effect at least until the Work is fully completed in accordance with this Contract, and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the site to conduct other tasks arising from the Contract; apply with respect to the performance of the Work, whether such performance is by Contractor or any subcontractor or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and include all necessary endorsements to support the stated requirements.

Additional Insureds: The Contractor's Commercial General Liability, Contractor's Pollution Liability and any Umbrella/Excess Liability insurance must: include and list as additional insureds New Castle County, E.I. DuPont De Nemours & Co., BASF Corporation, McCormick Taylor, Inc., consultants retained by Delaware Department of Transportation; include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds; afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); not seek contribution, indemnification or subrogation from the additional insureds or from the insurance maintained by the additional insured; and as to Commercial General Liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

16. The following language shall supplement Section 102.05 in the Standard Specifications: Before undertaking each part of the Work, the Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. The Contractor shall promptly report in writing to the Engineer any conflict, error, ambiguity, or discrepancy (including but not limited to those within or between the Contract Documents and (a) any applicable law, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any supplier) that the Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by the Engineer.

17. **Road User Costs and Liquidated Damages:** As detailed in the Plans, any weekend work requiring closure of the existing Bridge 1-159 for purpose of setting bridge girders and placing bridge deck concrete must take place between the hours of 5:00 PM Saturday and 11:59 PM Sunday. The Department will assess the Contractor a "Road User Cost" of \$2300 per day along with daily full contract liquidated damages for failure to complete the weekend work requiring closure of the existing Bridge 1-159 by 11:59 PM Sunday. Road User Costs and Liquidated Damages will continue to be assessed each consecutive day thereafter beginning at 11:59 PM until the existing Bridge 1-159 is fully open to traffic. As used herein, "until the existing Bridge 1-159 is fully open to traffic" shall mean that all travel lanes are available at all times for the unrestricted flow of traffic. As detailed in the Plans, Phase 2 of the project involves roadway work to switch traffic from the existing bridge to the newly constructed bridge. All Phase 2 work for Bridge 1-159 must be completed over a single weekend between the hours of 7:00 PM Friday and 5:00 AM Monday. The Department will assess the Contractor a "Road User Cost" of \$2300 per day along with daily full contract liquidated damages for failure to complete the Phase 2 work by 5:00 AM Monday. Road User Costs and Liquidated Damages will continue to be assessed each consecutive day thereafter beginning at 5:00 AM until James Street, including the new bridge, and Water Street are fully open to traffic. As used herein, "until James Street, including the new bridge, and Water Street are fully open to traffic" shall mean that all travel lanes are available at all times for the unrestricted flow of traffic.

Contract No. T201207101.02
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. The Specifications and Supplemental Specifications can be [viewed here](#).

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.

PREQUALIFICATION REQUIREMENT

29 Del.C. §6962 (c)(12)(a) requires a Department of Transportation project, excluding a Community ^{NEW} Transportation Fund or municipal street aid contract, to include a performance-based rating system. At the time of bid, the Performance Rating for each Contractor shall be used as a prequalification to bid.

Bidders with Performance Rating scores equal to or greater than 85% shall be permitted to bid. Bidders with scores of less than 85% who comply with the retainage requirements of 29 Del.C. §6962 shall be permitted to bid provided the *Agreement to Accept Retainage* (located on the Certification Page) is executed and submitted with the bid. Lack of an executed *Agreement to Accept Retainage* will result in the rejection of the bid by the Department. Successful bidders awarded Department contracts who have no performance history within the last five (5) years will be assigned a provisional Performance Rating of 85% at the date of advertisement.

Notification of Performance Rating. The Department shall post publicly the Performance Rating for all Contractors on the Department's [website](#). DelDOT will complete performance-based evaluations on the construction company contracted by the Department to build the project (the "Contractor"). Provisions to appeal Performance Ratings are described in the regulations. The regulations are set forth in Section 2408 of Title 2, Delaware Administrative Code, found [here](#).

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 on a project designated to include federal funds, shall obtain a Delaware business 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 **one (1)**. 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.

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

Disadvantaged Business Enterprise 8 % Percent

DeIDOT 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 five (5) 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 five (5) calendar days after the bid opening shall create a rebuttable presumption that the bid is not responsive.
4. Bidders are advised that failure to meet DBE Goals during the term of the contract may subject them to Department sanctions as identified in the DBE Program Plan.
5. In the execution of this contract, the successful bidder agrees to comply with the following contract clauses:

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

Retainage: The prime contractor agrees to return retainage to each subcontractor within 15 calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of DelDOT. This clause covers both DBE and non-DBE subcontractors. As guidance, once a subcontractor has satisfactorily completed the physical work, and has given to the prime contractor a certified statement that all laborers, lower tier contractors, and materialmen who have furnished labor and materials to the subcontractor have been paid all monies due them, the prime contractor shall return retainage to the subcontractor within 15 calendar days.

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

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

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

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GUIDANCE FOR GOOD FAITH EFFORT

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

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

1. Efforts made to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the stated goal. Selection of portions of work are required to at least equal the goal for DBE utilization specified in this contract.
2. Written notification at least ten (10) calendar days prior to the opening of a bid soliciting DBE interest in participating in the contract as a subcontractor or supplier and for specific items of work.
3. Efforts made to obtain and negotiate with DBE firms for specific items of work:
 - a. Description of the means by which firms were solicited (i.e. by telephone, e-mail, written notice, advertisement).
 - b. The names, addresses, telephone numbers of DBE's contacted, the dates of initial contact; and whether initial solicitations of interest were followed-up by contacting the DBEs to determine with certainty whether the DBEs were interested.
 - c. A description of the information provided to DBE firms regarding the plans, specifications and estimated quantities for portions of the work to be performed.
 - d. A statement of why additional agreements with DBE's were not reached in order to meet the projected goal.
 - e. Listing of each DBE contacted but not contracted and the reasons for not entering a contract.
4. Efforts made to assist DBEs that need assistance in obtaining bonding, insurance, or lines of credit required by the contractor.
5. Reasons why certified DBEs are not available or not interested.
6. Efforts to effectively use the services of available 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 Finance, DelDOT, 800 Bay Road, Dover, Delaware 19901, and Email a copy to dot-ask@state.de.us. 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.

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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

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

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 I), (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 Part 27;

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 Age Discrimination 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 DeDOT'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) 761-8200

Mailing Address:
4425 North Market Street
3rd Floor
Wilmington, DE 19802

Located at:
4425 North Market Street
3rd Floor
Wilmington, DE 19802

PREVAILING WAGES FOR HEAVY CONSTRUCTION EFFECTIVE MARCH 15, 2019

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	23.12	20.33	44.22
BOILERMAKERS	79.62	33.60	61.64
BRICKLAYERS	69.61	24.27	26.06
CARPENTERS	55.63	55.63	44.22
CEMENT FINISHERS	45.61	25.48	18.98
ELECTRICAL LINE WORKERS	77.06	76.66	67.64
ELECTRICIANS	70.49	70.49	70.49
GLAZIERS	21.36	18.55	12.56
INSULATORS	57.88	57.88	57.88
IRON WORKERS	64.26	63.77	61.00
LABORERS	47.70	47.70	47.70
MILLWRIGHTS	74.23	74.23	59.84
PAINTERS	83.91	83.91	83.91
PILEDRIVERS	78.02	41.17	32.04
PLASTERERS	20.12	17.48	11.81
PLUMBERS/PIPEFITTERS/STEAMFITTERS	89.13	81.44	18.72
POWER EQUIPMENT OPERATORS	71.29	71.29	71.29
SHEET METAL WORKERS	32.15	19.95	18.73
SPRINKLER FITTERS	34.65	13.12	10.86
TRUCK DRIVERS	33.44	21.57	23.30

CERTIFIED:

04/08/2019

BY:

[Signature]
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE 302-761-8200 .

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

PROJECT: T201207101.02 BR 1-159 on James Street Over Christina River , New Castle County

GENERAL DECISION: DE190011 01/04/2019 DE11

Superseded General Decision Number: DE20180017

State: DELAWARE

Construction Type: HEAVY

County: New Castle County in Delaware

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any 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 \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1 (a) (2) - (60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019

 CARP0173-010 05/01/2017

	Rates	Fringes
CARPENTER (Includes Form Work)	\$31.62	22.94

 ELEC0126-003 05/28/2018

	Rates	Fringes
LINE CONSTRUCTION (Lineman)	\$44.71	26.25%+11.25

 ENGI0542-009 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane, Forklift, and Scraper)	\$39.85	27.11+A

FOOTNOTE: A. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day (provided the employee works the scheduled work day following the holiday.)

 LABO0199-008 05/01/2016

	Rates	Fringes
LABORER Backfiller, Common or General,		

Pipelayer, and Tamper (Hand Held)	\$24.80	19.30
Trencher Hand Guided	\$24.55	19.30

SUDE2014-008 01/20/2016	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	\$25.78	0.58
ELECTRICIAN	\$34.42	24.02
OPERATOR: Backhoe/Excavator/Trackhoe	\$34.29	16.18
OPERATOR: Bulldozer	\$27.09	18.20
OPERATOR: Loader	\$31.88	12.57
TRUCK DRIVER: Dump Truck	\$22.60	7.56

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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 STANDARD SPECIFICATIONS

Supplemental Specifications to the August 2001 Standard Specifications (Revised November 24, 2014)

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

- To access the Website;
- in your internet browser, enter; <https://www.deldot.gov>
 - under 'BUSINESS', Click; 'Publications'
 - scroll down under 'MANUALS' and Click; "Standard Specifications"
 - be sure and choose the Standard Specification year; 2001

The full Website Link is;
https://www.deldot.gov/Publications/manuals/standard_specifications/index.shtml

Copies of the Supplemental Specifications can be printed from the Website.

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.](#)

- **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 https://www.deldot.gov/Business/bids/index.shtml?dc=asphalt_cement_english.

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

202510 - TEMPORARY COMPOSITE MATTING

Description:

The item shall consist of furnishing all materials and constructing a temporary access using interlocking composite matting across the wetland area and along the temporary access area as shown on the Plans and as directed by the Engineer.

Materials:

Temporary composite mats shall be manufactured to create an overlapping joint with each adjoining mat. Each mat shall be equipped with slots into which locking pins are inserted and engaged to fasten multiple mats together. Geotextile fabric shall be placed under the matting system as required by site conditions or the manufacturer. The mats shall be capable of supporting construction equipment and material equal to or greater than the weight specific on the Plans. Acceptable temporary composite mats shall be as noted or approved equal:

Name	Weight (lbs)	Locking Pin System	Thickness
Dura Base	1000	Composite Cam	4" Hollow Reinforced Core
Suretrak	800	Aluminum Cam	1.5" Solid
Rugged Road	1050	Aluminum Cam	4.25" Reinforced Hollow Core
Mega Deck	1050	Aluminum Cam	4.25" Reinforced Hollow Core
Mega Deck SLP	800	Aluminum Cam	1.5" Solid

Construction Methods:

The actual temporary composite matting system utilized for the construction shall be designed for the anticipated construction loads noted on the Plans and shall be compatible with the environment. Placement of stone within the wetland area is not permitted.

The temporary composite matting should be periodically inspected by the Contractor and any damaged or deteriorated components should be replaced. The Contractor assumes full responsibility for the load carrying capability of the system and for its anchorage, as required to resist high water flows. No additional compensation will be granted for repairing any portion of the system damaged during naturally occurring weather events or contractor usage. The Contractor is responsible for retrieving lost mats and repairing any damage caused by naturally occurring weather events.

Method of Measurement:

The quantity of temporary composite matting will be measured as the actual number of square feet of surface area covered with temporary composite matting.

Basis of Payment:

The quantity of temporary composite matting will be paid for at the Contract unit price per square foot. Price and payment will constitute full compensation for furnishing and placing all materials, and for all labor, equipment, tools, and incidentals, necessary to complete the work.

12/14/18

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 bridge demolition requirements:

- Cost of taking any necessary measures to prevent contaminated materials from entering the Christina River during the bridge demolition work.

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 remove, excavate, stage, and load contaminated material for off-site disposal, as identified from previous site environmental investigations or identified during construction activities. The work shall 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 (Jeff Leonard at 302-326-4585) 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 will 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 shall include excavating soil per the project specifications. The Contractor shall segregate "contaminated" soil as designated by the Department or the 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 shall be covered by the Contractor at the end of each work day. The Contractor shall 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 shall 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 ensure 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 will 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. Handling of any hazardous materials such as lead paint, asbestos, and timber treated with creosote within the existing BR 1-159 demolition limits will be incidental to Item 211550 – Demolition of Existing Bridge. Handling of any hazardous materials, including contaminated soil, outside the existing BR 1-159 demolition limits will be incidental to respective excavation items.

Basis of Payment:

No additional payment will be made for the handling of any contaminated materials. Contractor's costs for handling any contaminated material as described herein are to be included in Item 211550 and the standard excavation pay items included in this contract, and will constitute full compensation for removing and handling of contaminated materials, any measures taken to prevent contaminated materials from entering Christina River, 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 or materials 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.

01/30/2019

207501 - SHEETING AND SHORING

Description:

This work consists of furnishing all materials, designing and constructing sheeting and shoring in accordance with the notes on the Plans, this Special Provision and as directed by the Engineer.

Materials:

The type of sheeting and shoring to be constructed shall be selected by the Contractor, however, the design and construction shall be in accordance with the applicable requirements of Section 207 of the Standard Specifications.

Construction Methods:

The Contractor shall submit to the Department for approval, the sheeting and shoring design calculations, detailed layout, working drawings and construction methods, at least thirty (30) calendar days prior to initiating its construction. The entire submission shall be signed and sealed by a Professional Engineer registered in the State of Delaware prior to submitting to the Department.

Method of Measurement:

The quantity of sheeting and shoring will not be measured.

Basis of Payment:

The quantity of sheeting and shoring will be paid for at the Contract lump sum. Price and payment will constitute full compensation for furnishing and placing all materials, for design, submission of signed and sealed drawings, installation and removal of sheeting and shoring materials, any excavation in excess of that required for the structure as defined under Subsection 207 of the Standard Specifications, bailing, pumping and draining, for all labor, equipment, tools and incidentals required to complete the work.

10/29/02

209511 - LIGHTWEIGHT AGGREGATE FILL

Description:

This item consists of furnishing all labor, materials, and equipment required for the installation of lightweight aggregate fill as shown on the drawings or as directed by the Engineer.

Materials:

Lightweight Aggregate Fill shall be a lightweight expanded shale aggregate or approved rotary kiln-produced expanded shale substitute meeting all the requirements of a recently completed (2 years max.) ASTM C 330 certification. No by-product slags, coal derived by-product aggregates (cinders, bottom ash, fly ash) or pumice, scoria, or tuff shall be permitted.

The lightweight aggregate fill shall have a proven record of durability and be non-corrosive (less than 100 ppm chloride when measured by AASHTO T 260), and meet the following physical property requirements:

A. Delivered Gradation:

Sieve Size	Percent by Weight Passing
3/4"	100-90
1/2"	70-50
#4	10-0

B. The dry loose unit weight shall be less than 45 pounds per cubic foot (pcf). The lightweight aggregate fill producer shall submit verification of a compacted density of less than 60 pcf when measured by a one-point compaction ("Proctor") test conducted in accordance with ASTM D698, "Standard Test methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf /cu ft)" (AASHTO T-99).

C. The lightweight aggregate producer shall submit verification that the angle of internal friction shall be greater than 40° when measured in a triaxial compression test on a laboratory sample with a minimum diameter of 10 inches. (ASTM D 698).

D. The maximum Los Angeles Abrasion loss when tested in accordance with ASTM C 131 Modified (8 grading) shall be <30 percent.

E. The minimum permeability shall be 25cm/sec when tested in accordance with ASTM D 2434.

F. The pH shall be between 6.5 and 9.0

G. Absorption: ASTM C 127 (24 hours) Maximum: 15% Minimum: 9%

H. Soundness: ASTM C 88 Maximum 3% loss using the Magnesium Sulfate method

Construction Methods:

The lightweight aggregate shall be installed after the respective excavation has been approved by the Engineer. Compaction shall be completed and verified in a manner meeting the recommendations and requirement of the material manufacturer. Any aggregate which has been degraded, or has been contaminated by soil, debris or other deleterious materials shall be removed and replaced at the Contractor's expense.

Method of Measurement:

The quantity of lightweight aggregate fill will be measured in cubic yards of material actually placed and accepted. Measurement will be computed using the method of average end areas between original cross sections and final cross sections after placement of the lightweight aggregate fill.

Basis of Payment:

Payment shall be made at the contract unit price per cubic yard for lightweight aggregate. This price shall be full compensation for furnishing all materials, for preparing and placing these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

9/10/14

211508 - VIDEOTAPING BUILDINGS

Description:

The Contractor's attention is directed to the presence of aged building(s) located within close proximity to the existing bridge structure and/or to the construction site as shown on the plans.

The Contractor shall design and conduct his construction activities so that all possible safeguards to ensure protection of the buildings have been considered and utilized. Some of the safeguards include, but are not limited to, special methods of structure removal, special methods and sequence for placing foundation support units, cofferdams and excavation shoring, taking precautionary measures during the construction activities, and monitoring of the buildings during the construction activities.

The Contractor will be responsible for repairing any damage that the buildings incur due to his construction activities, including but not limited to the removal of the existing sheet piles.

The Contractor shall have the complete exterior and interior of all buildings, in the vicinity of the structure which might be susceptible to incur damage due to construction, videotaped prior to commencing any construction activities. The Contractor shall furnish all equipment, including cameras, tapes, lighting equipment, etc., and labor required in securing permanent visual records of the buildings in their pre-construction condition; and shall employ an individual regarded as a professional in his area of work to conduct the video-taping operations.

The Contractor shall submit to the Engineer for approval, his proposed equipment and professional background of the individual to be employed to perform the work. All existing building imperfections such as wall and ceiling cracks, damaged or inoperable windows, inoperable or damaged electrical and plumbing facilities (including leaking pipes), missing or damaged exterior brick or tile, and stucco cracks shall be well documented. Also, vertical reference points from the ground level shall be established at appropriate locations at each building to measure settlement during construction of the project. One copy of the completed video-taped records and any other type of documentation made will be submitted to the Department for permanent possession.

The Contractor will notify the owners of the buildings at least one (1) week prior to scheduling the video taping of the buildings; and shall cooperate with the building owners while performing this work.

Upon completion of construction of the new structure, all buildings will be inspected for damage. All damage found to have occurred after commencement of construction and as a result of construction activities will be repaired by the Contractor at his own expense.

Basis of Payment:

This work including all labor, materials, equipment, and incidentals will be considered incidental to the cost of the project and no additional compensation will be made for this work.

11/16/15

211550 - DEMOLITION OF EXISTING BRIDGE

Description:

This work shall consist of the demolition, salvage and/or disposal of specified portions of the existing BR 1-159 on James St. over the Christina River in accordance with the limits as indicated on the Plans, as specified in these Special Provisions and as may be directed by the Engineer. Steel, concrete, timber and/or aluminum materials shall be removed from the existing bridge and transported for disposal or salvaged with the contractor taking ownership of same. Structural steel material shall consist of the fabricated structural steel members of the existing bridge including, but not necessarily limited to, the longitudinal steel girders and attachments, intermediate and end cross frames, lateral bracing and bearing shoes and their associated plates. Miscellaneous metal fabrications, such as bascule gears and machinery, railings and expansion dams, may be disposed of with either the structural steel or the concrete materials. All material removed from the existing bridge shall be removed from the project site and disposed of properly.

Removal of the existing timber fender system is included under this item.

Schedule Requirements:

The demolition of the existing bridge shall commence in accordance with the construction phasing indicated on the Plans. The Contractor may not initiate the mobilization of equipment for the demolition of the existing bridge until written authorization is granted by the Engineer.

Submittal Requirements:

Prior to beginning any demolition activities, the Contractor shall prepare a working drawing submittal of the proposed means and methods to demolish the existing bridge. This submittal shall include the following:

- (1) An itemized listing of the equipment proposed for the bridge and fender system removal.
- (2) The location and/or staging area(s) of major equipment including barges and haul trucks.
- (3) The Contractor's detailed proposed methods for removal of the existing bridge by mechanical/machine means. **The use of controlled demolition (i.e., explosive) techniques is prohibited.**
- (4) A schedule for the work including the duration of time.
- (5) Detail plans (and supporting calculations) of any sheeting and shoring required for the removal of the existing support pier, bascule pier or any other element. Any supporting calculations submitted as part of the demolition working drawing submittal shall be prepared by a Professional Engineer licensed in the State of Delaware with expertise in the design of excavation sheeting and shoring systems.
- (6) Type and location of any temporary protective shields to prevent debris from entering the waterway and to protect adjacent structures to remain.

Materials:

None.

Construction Methods:

The demolition of the existing bridge shall be completed in accordance with the Contractor's approved working drawing submittal as noted herein.

At existing support pier and bascule pier, all existing exposed and protruding reinforcement steel and pilings shall be cut flush at the elevation specified for concrete removal. Following pier demolition, an independent underwater diving inspection of each pier shall be performed to verify the removal limits as specified on the Plans and confirm that remnants from the demolition debris field have been removed from the channel bottom.

Method of Measurement:

The item Demolition of Existing Bridge will not be measured for payment.

Basis of Payment:

The item Demolition of Existing Bridge will be paid for at the Contract Lump Sum price. The payment will be full compensation for preparing, submitting and revising the required working drawings, furnishing and mobilizing the equipment necessary to complete the work as required, demolition of the existing bridge and fender system to the limits specified, salvage and/or disposal of specified materials as outlined in the Contract Documents, verification of pier removal via an independent underwater diver and for all material, labor, equipment, tools, and incidentals necessary to complete the work in accordance with the Plans and these Special Provisions.

9/10/15

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 sublots 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 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

(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):

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

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

$$PWL = PU + PL - 100.$$
6. Calculate each parameter’s contribution to the payment adjustment by multiplying its PWL by the weight factor shown in Table 2 for that parameter.
7. Add the calculated adjustments of all the parameters together to determine the Composite PWL for the lot.

8. From Table 4, locate the value of the Pay Adjustment Factor corresponding to the calculated PWL. When all properties of a single test are within the single test tolerance of Table 2, Pay Adjustment factors shall be determined by Column B. When any property of a single test is outside of the Single Test Tolerance parameters defined in Table 2, the Material Pay Adjustment factor shall be determined by Column C
9. For each lot, determine the final material price adjustment:

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

In lieu of being assessed a pay adjustment penalty, the Contractor may choose to remove and replace the material at no additional cost to the Department. When the PWL of any material parameter in Table 2 is below 60, the Engineer may require the removal and replacement of the material at no additional cost to the Department. Test results on removed material shall not be used in calculation of future PWL calculations for Mixture ID.

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

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

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

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

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 Contractor's 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	=	0.98
			<u>1.62</u>

For the Type C lift the calculation would be:

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

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 (construction tolerance range of 26 to 40 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.

4/5/2017

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

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

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

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

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

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

- 401818 - BITUMINOUS CONCRETE, SUPERPAVE, BITUMINOUS CONCRETE BASE
COURSE, 115 GYRATIONS, PG 64-22
- 401819 - BITUMINOUS CONCRETE, SUPERPAVE, BITUMINOUS CONCRETE BASE
COURSE, 160 GYRATIONS, PG 64-22
- 401820 - BITUMINOUS CONCRETE, SUPERPAVE, BITUMINOUS CONCRETE BASE
COURSE, 205 GYRATIONS, PG 64-22

- 401821 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 64-22,
PATCHING
- 401822 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 64-22,
PATCHING
- 401823 - BITUMINOUS CONCRETE, SUPERPAVE, BITUMINOUS CONCRETE BASE
COURSE, 160 GYRATIONS, PG 64-22, PATCHING

- 401824 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG-64-22,
WEDGE
- 401825 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 160 GYRATIONS, PG-64-22,
WEDGE

- 401826 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 115 GYRATIONS, PG 64-22,
(NON-CARBONATE STONE)
- 401827 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 64-22,
(NON-CARBONATE STONE)
- 401828 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 205 GYRATIONS, PG 64-22,
(NON-CARBONATE STONE)

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

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

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

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

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

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

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

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

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

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

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

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

.01 Description:

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

Payment for bituminous concrete shall be in accordance with item 401699. The Contractor shall read and thoroughly understand the requirements of the QA/QC specification as defined in item 401699. It is the responsibility of the Contractor to determine all costs associated with meeting these requirements and to include them in the per ton bids for the various Superpave bituminous concrete items. Payment adjustment factors will be calculated in accordance with the latest version of item 401699.

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

.02 Materials:

Use materials conforming to standard specifications 823.

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

a) **Asphalt Binder:**

Meet the requirements of Superpave performance-grade asphalt binder, as referenced in the Plans, according to M 320¹, Table 1 and tested according to AASHTO R29 with the following test ranges:

TEST Procedure	AASHTO REFERENCE	SPECIFICATION LIMITS
Temperature, °C	M 320	Per Grade
Original DSR, G*/sin (δ)	T 315	1.00 - 2.20 kPa ¹
RTFO DSR, G*/sin (δ)	T 315	>= 2.20 kPa

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

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

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

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

Depending on the level of 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	-

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 to < 3	75/-	50/-	40	40	40	10
3 to <10	85/80 ⁵	60/-	45	40	45	
10 < 30	95/90	80/75	45	40	45	
≥30	100/100	100/100	45	45	50	

¹Coarse Aggregate Angularity is tested according to 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.

⁵85/80 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 one working day as test results for each subplot become available. The control charts shall be easily and readily accessible at the plant laboratory. The following parameters shall be plotted from the testing:
 - Asphalt cement content.
 - Volumetrics (air voids, voids in mineral aggregates [VMA])
 - Gradation values for the following sieves:
 - 4.75 mm (#4).
 - 2.36 mm (#8).
 - 0.075 mm (#200).
 - Operational guidelines (trigger points) to address times when the following actions would be considered:
 - Increased frequency of sampling and testing.
 - Plant control/settings/operations change.
 - JMF adjustment.
 - JMF change (See 401644 Section .04(a)(1)).
 - Change in the source of the component materials.
 - Calibration of material production equipment (asphalt pump, belt feeders, etc.).
 - Rejection of material.

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

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

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

The following steps will be taken for violations listed above:

1. First offence: Written notice of violation to the Contractor
2. Second offence: Written notice of violation and forfeiture of any bonus (material production or pavement construction) payment eligibility under 401699 section .03 for that production shift.
3. Third offence: Written notice of violation, forfeiture of bonus payment eligibility, and a 5% deduction of payment based upon contract unit price in addition to any calculated pay adjustment factors per 401699 Section 03.
4. Fourth offence: Written notice of violation, forfeiture of bonus payment eligibility, 50% deduction of payment based upon contract unit price in addition to any calculated

payment adjustment factor per 401699 Section 03, and immediate suspension of the Contractor until corrective actions are taken. Corrective actions shall be submitted in writing to the Engineer for approval. The Engineer may request a meeting with the Contractor to discuss proposed changes prior to lifting suspension.

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

(b) Material Production Test Equipment.

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

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

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

Maintain minimum calibration records for the referenced equipment:

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

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

(c) Material Production Test Methods

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

.04 Job Mix Formula (JMF)

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

- a) Development of JMF

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

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

Superpave Gyrotory Compactive (SGC) Effort:

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

Superpave Gyrotory Compactive (SGC) Effort:

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

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

DESIGN ESAL'S (MILLION)	REQUIRED DENSITY (% OF THEORETICAL MAXIMUM SPECIFIC GRAVITY)			VOIDS-IN-MINERAL AGGREGATE (% - MINIMUM) —— NOMINAL MAX. AGGREGATE (MM)					VOIDS FILLED WITH ASPHALT (%)
	$N_{INITIAL}$	N_{DESIGN}	N_{MAX}	25.0	19.0	9.5	12.5	4.75	
	0.3 to < 3	≤ 90.5							
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
4.75 MM	-	-	-	-	-	-	-	90	90	100
2.36 MM	19	45	23	49	28	58	32	67	-	-
1.18 MM	-	-	-	-	-	-	-	-	30	60
0.075 MM	1	7	2	8	2	10	2	10	6	12

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

Gradation Classification

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

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

Plant Production Tolerances:

Volumeric Property	Superpave Criteria
Air Voids (V_a) at (%) N_m	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_b , 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:

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

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

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

Compaction:

(b) Pavement Construction - Process Control.

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

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

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

Repair all core holes in accordance with 401699 Appendix A.

Method of Measurement:

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

Basis of Payment:

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

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

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

10/25/2013

602520 - EPOXY PROTECTIVE COATING FOR CONCRETE

Description:

This work consists of preparing concrete surfaces and furnishing and applying an epoxy protective coating, in accordance with notes and details on the Plans, these specifications and directions from the Engineer.

Materials:

Scope. This Special Provision covers the material requirements of a two component, pigmented epoxy resin protective coating system used for the environmental protection of Portland cement concrete and other materials. This material should not be applied at temperatures above 95° F (35° C) or below 40° F (4° C).

General. The epoxy resin protective coating system shall be a two component, flexible, solvent-free, thermosetting system consisting of a modified epoxy resin, Component A, and a curing agent, Component B.

Material Requirements:

Characteristics of Component A. Component A shall be based on a high grade epoxy resin such as obtained from the condensation of Bisephenol A and Epichlorohydrin having the following characteristics:

Property	Specific Value		Test Method
	Min.	Max.	
Viscosity, CPS @24±1 Degrees C.	9,000	12,000	Brookfield Model RV No. 5/20 RPM ASTM D445
Weight per liter @24±1 Degrees C., kg.	1.45	----	----
Percent filler and pigment	----	40.0	By Ignition

Pigment filler shall be light-fast, durable and resistant to alkali.

Characteristics of Component B. Component B shall have the following characteristics:

Property	Specific Value		Test Method
	Min.	Max.	
Viscosity, CPS @ 24±1 Degrees C.	50	----	Brookfield Model RV No. 1/20 RPM ASTM D 445
Weight per liter @ 24±1 Degrees C, kg	0.8	----	----

Characteristics of the Mixture. The mixture of Components A & B shall have the following characteristics:

Property	Specific Value		Test Method
	Min.	Max.	
Viscosity, CPS @24±1 Degrees C.	----	10,000	Brookfield Model RV No. 5/20 RPM ASTM D 445
Pot Life, minutes @ 24±1 Degrees C.	30	----	----
Initial Cure, hrs. @24±1 Degrees C.	----	6	Tack-free to Touch

Shore D Hardness, @24±1
Degrees C. after 7 days
Color-Off White
Color Fastness

70/1 ---
37722 37722
no appreciable change

ASTM D 2240
Federal Std. No. 595 A
High Intensity
Ultra Violet
Altas Weatherometer
Model DMC-HRC

Package stability of each in
original unopened container, in
months, between 27 degrees
Celsius and 0 degrees Celsius

12 ---- ----

Packaging. All materials furnished must be shipped in strong, substantial containers. The containers shall be identified as "Part A -- contains epoxy resin," and "Part B -- contains curing agent," and shall be plainly marked with the following:

1. Delaware D.O.T. Specifications number.
2. Name of product.
3. Mixing proportions and instructions.
4. Name and address of the manufacturer.
5. Lot number and batch number.
6. Date of manufacture.
7. Quantity.
8. Date of expiration of acceptance.

Sampling. Material will be sampled and inspected at the place of manufacture or in warehouse lots as determined by the Department. Samples submitted to the Materials and Research Section will be taken as directed by the Department.

Tests.

Viscosity. - The viscosity of the mixture of components A & B shall be taken 20 minutes after the components are mixed within 15-20 seconds of the time the viscometer is started. This material shall then be used to fill the lid of a .09 gal (0.35 liter) ointment can approximately two-thirds full. This specimen shall be used to determine the tack-free time for initial cure requirement.

Initial Cure. The initial cure shall be considered that time at which a mixture of components A & B as prepared under viscosity above shall be tack-free to touch.

Pot Life. The pot life is determined as follows.

Samples of each resinous cement component are conditioned at 75° F (24±1° C). When the samples have reached 75° F (24±1° C), 2.1 oz. (60±0.4 g.) total of components A and B in the proportions recommended by the manufacturer are weighed into an unwaxed paper cup. The time is recorded and they are immediately mixed, stirring for three minutes with a wooden tongue depressor, taking care to periodically scrape the walls and bottom of the cup and the mixer. The sample is then poured into an .06 gal (0.24 liter) unwaxed paper cup, set on a bench top, and probed every two minutes with a small stick, starting twenty minutes from the time of mixing. The time at which a soft ball forms in the center of the container is recorded as the pot life. This specimen shall be retained and used for the determination of the Shore D hardness.

Shore D Hardness. The hardness test shall be performed on the specimen retained from Pot Life above.

Color Fastness. The test for color fastness of the cured epoxy shall be conducted as follows.

Cast two, 3 1/2 (89 mm) diameter buttons following the manufacturer's instructions for mixing the epoxy components. Allow each button to cure for 72±2 hours at laboratory temperature in a dark chamber away from sources of ultraviolet light. Designate one button as the color control button and retain it in the dark chamber. Subject the other button to 16 hours total exposure time (20 minute cycle)

in the High Intensity Ultra Violet Weatherometer, Model DMC-HRC. Each cycle, continuously repeating, starts with 17 minutes of light followed by 3 minutes of light and water spray. Remove the test button and compare the color of the exposed area to Federal Standard 595C, color #37925, and to the color of the control button. The color of the test button shall not differ appreciably from the color of the control button and the color, defined by Federal Standard 595C.

Basis of Acceptance. This material will be considered for acceptance in stock lot quantities at manufacturer of supply locations in accordance with procedural directives of the Materials and Research Section. The expiration date of acceptance of this material shall be twelve months after the date of manufacture. Any unauthorized tampering or breaking of the seals on the containers between the time of sampling and delivery to the jobsite will be cause for rejection of the material.

Construction Methods:

Preparation of Surfaces. New concrete surfaces shall be thoroughly cleaned before epoxy application. All laitance, curing membranes, paint, oil, grease, silicone, dust, asphalt and other substance which might prevent bond between the epoxy and the concrete shall be removed. The surface preparation shall be accomplished by waterblasting with sand added, sand blasting, or shot blasting, followed by high pressure, oil-free, air blasting.

The epoxy protective coating shall be applied as soon as practicable after cleaning is completed. If, in the opinion of the Engineer, the concrete surface has become soiled, or otherwise contaminated, prior to epoxy application, the surface shall be re-cleaned in accordance with the requirements of this subsection at no additional cost to the Owner.

Mixing. The two parts of the epoxy protective coating are furnished in separate containers. Each part of the coating shall be thoroughly stirred in its own container prior to mixing in order to disperse any settlement which may have occurred. The two parts of the epoxy protective coating shall be proportioned in strict accordance with the instructions on their containers and then thoroughly blended together. A paddle attached to a 1/2 (12 mm) electric drill with a rated speed not to exceed 550 rpm is recommended for mixing. For batches for less than 1 gal (4 liters), thorough hand stirring may be satisfactory. No diluent, solvent, thinner or other foreign material shall be added to either the individual components or the mixed epoxy protective coating.

Application. Materials shall be applied only when the air temperature is at least 40° F (4° C) and rising, but less than 95° F (35° C) and the surface temperature of the area to be coated is at least 40° F (4° C). Surfaces must be dry before application.

Epoxy placement may be allowed in suitably prepared, artificially heated enclosures. Artificial heat shall be applied at rates sufficient to ensure that the substance and air temperatures within the enclosure are, at all times, maintained between 40° F (4° C) and 95° F (35° C) inclusive. Artificial heat shall be supplied within the enclosure until the epoxy is cured to a tack-free condition, firm to hand pressure, and satisfactory to the Engineer.

The surface shall be coated in accordance with the manufacturer's recommendations. The finished coating shall be uniform in color and coverage.

Note: Under certain combinations of circumstances, the cured epoxy protective coating may develop an "oily" condition on the surface due to amine blush. This condition is not detrimental to the applied system.

Care shall be taken so that the entire surface of the concrete is covered and all pores filled. The Contractor shall use only one manufacturer's material on all surfaces visible from one location, in order to provide a uniform appearance.

Method of Measurement:

The quantity of epoxy protective coating will be measured as the actual number of square yards (square meters) of surface area covered with the epoxy protective coating, completed and accepted.

Basis of Payment:

The quantity of epoxy protective coating will be paid for at the Contract unit price per square yard (square meter). Price and payment will constitute full compensation for furnishing and placing all materials, and for all labor, equipment, tools, and incidentals, necessary to complete the work.

9/14/15

602549 - FORM LINERS

Description:

This work pertains to Contract T201207101 and consists of furnishing and placing brick pattern form liners in accordance with these specifications and in reasonably close conformity with the lines, grades, and dimensions as shown on the Plans or established by the Engineer.

Materials:

Form liners shall be used which will result in the finish detail in the Plans and approved by the Engineer. Samples shall be submitted by the Contractor for approval by the Engineer. Two manufacturers of form liners are HUNT VALLEY CONTRACTORS, 3705 Crondall Lane, Owings Mills, MD 21117, Telephone: 866-205-0058 and SYMONS CORPORATION, 200 King Manor Drive, King of Prussia, PA 19406, Telephone: 610-277-2990; names of the manufacturers are provided here for information purposes only.

Form oil shall be a nonstaining petroleum distillate free from water, asphaltic and other insoluble residue or equivalent product. The form oil shall be worked into all areas, especially pattern recesses.

Construction Methods:

A test pour shall be made at the site with the proposed form liners before the form liners are approved. The test pour shall subsequently be removed from the site. Test pours shall be made until approved by the Engineer. The test pour shall be, at a minimum, the width of a standard approved form liner, the height of a form liner and any border treatments as shown on the Plans, and six inches in depth, or as approved by the Engineer.

When using form liners, form designs for the bridge parapets shall be sufficient to allow minimum 4-foot (1.2 m) on center "Snap-tie" or "Tyscrus" form supports, or approved equal. Wall form tie holes shall be placed in the high point of the mortar joints and the ties shall be so designed that all material in the device to a depth of at least 1 inch back of concrete face (bottom of joint) can be disengaged and removed without spalling and damaging the concrete.

Form liners shall be installed, prepared, stripped, handled or otherwise utilized in accordance with the manufacturer's recommendations, or as directed by the Engineer.

The concrete finish resulting from the form liners shall be cured, patched, or sealed as determined by the Engineer.

Concrete surfaces outside the form liners shall meet the requirements of Section 602.

The finish for the exposed brick pattern form lined surface shall closely resemble the brick color of the Krebs Pigment & Color Corporation Building A-47 on the 1-L parcel. The sample color must be included on the sample brick form lined concrete submitted to the Engineer for approval.

Method of Measurement:

The quantity of form liners will be measured as the number of square feet of form liner installed and accepted. Measurements will be made on the surface of the completed structure.

Basis of Payment:

The quantity of form liners will be paid for at the Contract unit price per square foot. Price and payment will constitute full compensation for furnishing all materials and for equipment, tools, labor, submittals, painting of the form liners, and incidentals necessary to complete the work as specified above or in the Plans.

The cost shall also include compensation for any additional concrete required to achieve the finish detailed in the Plans, additional concrete and steel reinforcing required for all test pours, additional form liners required for the test pour, and all equipment, tools, labor, and incidentals necessary to complete the work shall be included in the unit price bid.

03/22/19

602616 - WATERPROOFING P.C.C. MASONRY SURFACES

Description:

This work shall consist of furnishing and installing an asphaltic waterproofing membrane on Portland cement concrete masonry vertical surfaces or horizontal surfaces that are not under traffic in accordance with these Special Provisions, notes and details on the Plans, and as directed by the Engineer.

Materials:

The waterproofing asphaltic membrane shall consist of a woven or non-woven; needle punched composite membrane of a minimum 60 mils thickness. Woven fiberglass reinforcement or non-woven, needle punched polypropylene shall be sandwiched between rubberized asphalt compound or adhesive membrane. The materials shall have sufficient adhesive property or applied with primer tack coat. The primer/ tack adhesive materials shall be compatible with asphaltic membrane and used as per recommendation of manufacturers.

The materials shall have following physical properties:

<u>Property</u>	<u>Test Method</u>	<u>Standard</u>
Strip Tensile	ASTM D 882	50 lbs/in min
Puncture Resistance	ASTM E 154	40 lbs min
Permeance	ASTM E 96 Method B	0.05 perms (max)
Pliability	ASTM D 146	No crack or split

Construction Methods:

The concrete surface preparation and installation of the membrane shall be done as described herein, notes on the Plans and/or as recommended by the manufacturer of the membrane. In case of any conflict between these Special Provisions and the manufacturer's recommendations, the latter will prevail.

All holes or voids in the concrete shall be patched with an approved non-shrinkable grout, and all sharp protrusions shall be removed. The surface shall be thoroughly cleaned of dirt, loose concrete and other contaminants. The cleanliness may require pressure wash or lightly shot blast.

Prior to installing the membrane, primer shall be applied to the cleaned concrete surface. Puddles shall be brushed out and the primer allowed to dry to touch which normally takes a half hour.

The membrane shall be installed on the concrete at an ambient temperature of 50 F or higher or as per manufacturer recommendation. The membrane shall be applied by hand rolling the laminates onto the primed surface or by using approved mechanical aids. Primer can be applied by brush, squeegee or roller as thin as possible, avoid excess build up of adhesive and allow to dry completely prior to the application of membrane or by using approved mechanical aids. In either case, the release paper shall be removed as the installation of the membrane proceeds. The membrane shall cover the concrete surface with the sticky side down.

The membrane shall be rolled into close contact with the concrete surface with a carpet padded wooden float. The sealing of overlaps at the end of each roll shall be achieved by heating with a propane torch. All entrapped air bubbles shall be eliminated by puncturing the membrane and patching.

The membrane sheet should be overlapped at least 3" or as specified by manufacturer.

Method of Measurement:

The quantity of waterproofing membrane will be measured as the actual number of square feet completed and accepted.

Basis of Payment:

The quantity of waterproofing membrane will be paid for at the Contract unit price per square foot. Price and payment will constitute full compensation for surface preparation, furnishing and placing all materials including primer and membrane, equipment, tools, for all labor, and incidentals necessary to complete the work.

2/1/07

602646 - SILICONE ACRYLIC CONCRETE SEALER

Description:

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

Materials:

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

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

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

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

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

Surface Preparation:

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

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

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

Construction Methods:

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

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

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

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

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

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

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

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

Method of Measurement:

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

Basis of Payment:

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

9/14/15

605510 - PREFABRICATED EXPANSION JOINT SYSTEM 2"
605511 - PREFABRICATED EXPANSION JOINT SYSTEM 3"
605512 - PREFABRICATED EXPANSION JOINT SYSTEM 4"

Description:

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

Materials:

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

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

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

Construction Methods:

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

Welding shall conform to all applicable requirements of AWS D1.5, including qualifications of welders. Shop drawings and welding procedures must be submitted to the Bridge Engineer for approval prior to any fabrication. Welds at mitered joints in steel extrusions and between steel extrusions and plates and between studs and plates shall be tested by magnetic particle tests methods by a testing laboratory approved by the State. All welds, fabrication and testing will be visually inspected by the Department or its approved representative. The Contractor shall submit the manufacturer's certification for quality of materials and the result of welding inspection to the Engineer. Mill test reports must be supplied for all steel. Where, in the opinion of the Engineer, welds are defective, they shall be rewelded or repaired in a manner acceptable to the Engineer.

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

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

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

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

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

Method of Measurement:

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

Basis of Payment:

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

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

7/29/15

618529 - DRILLED SHAFT, 48"
618530 - TECHNIQUE SHAFT, 48"
618531 - PERMANENT CASING FOR DRILLED SHAFT, 48" DIAMETER
618532 - LOAD TESTING OF DRILLED SHAFTS

Description:

Furnish all materials, labor, tools, equipment, services and incidentals necessary to construct the drilled shafts in accordance with the Contract Documents and this Special Provision.

Materials:

- A. Portland Cement Concrete, Class A shall conform to Section 812.02.
- B. Reinforcing Steel shall conform to Section 824.02
- C. Permanent structural casing shall be of steel conforming to ASTM A36 or ASTM 252 Grade 2 unless specified otherwise in the Plans. All splicing of permanent structural casing shall be in accordance with Section 6.13.3 of the LRFD Bridge Design Specifications.

The diameter of permanent casing shall be as shown on the Plans, unless a larger diameter casing is approved by the Engineer. When a larger size permanent casing is approved by the Engineer, no additional payment will be made for the increased weight of casing steel, or the increased quantity of drilled shaft excavation and concrete.

All permanent casing shall be of ample strength to resist damage and deformation from transportation and handling, installation stresses, and all pressures and forces acting on the casing.

Where the minimum thickness of the casing is specified in the Plans, it is specified to satisfy structural design requirements only. The Contractor shall increase the casing thickness from the minimum specified thickness, as necessary, to satisfy the construction installation requirements.

All casing shall be watertight and clean prior to placement in the excavation.

- D. Mineral Slurry shall be used in conformance with the quality control plan specified in Construction Subsection (A)(2).

Mineral slurry shall conform to the following requirements:

Mineral Slurry Requirements

Property	Test	Requirement
Density (pcf)	Mud Weight (Density) API 13B-1, Section 1	64.3* to 72*
Viscosity (seconds/quart)	Marsh Funnel and Cup API 13b-1, Section 2.2	28 to 50
pH	Glass Electrode, pH Meter, or pH Paper	8 to 11
Sand Content (percent) immediately prior to placing concrete	API 13B-1, Section 5	4.0 max

* When approved by the Engineer, slurry may be used in salt water, and the allowable densities may be increased up to 2 pcf. Slurry temperature shall be at least 40°F when tested.

- E. Polymer slurries, either natural or synthetic, shall be used in conformance with the manufacturer's recommendations, and shall conform to the quality control plan specified in Construction Subsection (A)(2).

The polymer slurry shall conform to the following requirements:
 Polymer Slurry Requirements

Property	Test	Requirement
Density (pcf)	Mud Weight (Density) API 13B-1, Section 1	64* pcf max.
Viscosity (seconds/quart)	Marsh Funnel and Cup API 13b-1, Section 2.2	32 to 135
pH	Glass Electrode, pH Meter, or pH Paper	8 to 11.5
Sand Content (percent) immediately prior to placing concrete	API 13B-1, Section 5	1.0 max**

* When approved by the Engineer, polymer slurry may be used in salt water, and the allowable densities may be increased up to 2 pcf.
 ** The sand content of polymer slurry prior to final cleaning and immediately prior to placing concrete shall be less than or equal to 1.0 percent, in accordance with American Petroleum Institute API 13B-1, Section 5.
 Slurry temperature shall be at least 40°F when tested.

F. Water may be used as slurry when casing is used for the entire length of the drilled hole, provided that the method of drilled shaft installation maintains stability at the bottom of the shaft excavation.
 Water slurry shall conform to the following requirements:
 Water Slurry Requirements

Property	Test	Requirement
Density (pcf)	Mud Weight (Density) API 13B-1, Section 1	64 pcf max.
Sand Content (percent)	API 13B-1, Section 5	1.0 max.

G. Access tubes for crosshole sonic log testing shall be steel pipe of 0.145 inches minimum wall thickness and at least 1-1/2 inch inside diameter. Galvanized steel access tubes are not allowed unless otherwise approved by the Engineer.
 The access tubes shall have a round, regular inside diameter free of defects and obstructions, including all pipe joints, in order to permit the free, unobstructed passage of 1.3 inch maximum diameter source and receiver probes used for the crosshole sonic log tests. The access tubes shall be watertight, free from corrosion, and with clean internal and external faces to ensure good bond between the concrete and the access tubes. The access tubes shall be fitted with watertight threaded caps on the bottom and the top.

H. Grout for filling the access tubes at the completion of the crosshole sonic log tests shall be a neat cement grout with a minimum water/cement ratio of 0.45

Construction Methods:

A. *Submittals, Approvals and Meetings.* At the time of bid, submit the following information to demonstrate the qualifications of the Contractor (i.e., the drilled shaft specialty contractor) verifying the successful completion by the Contractor of at least three separate foundation projects within the last five years with drilled shafts of similar size (diameter and depth) and difficulty to those shown in the Plans, and with similar subsurface geotechnical conditions. Include a brief description of each project and the

owner's contact person's name and current phone number for each project listed.	<p>1. <i>Experience and Personnel.</i> At least two weeks prior to the start of drilled shaft construction, submit a list identifying the on-site supervisors and drill rig operators assigned to the project to the Engineer for approval. In the list, include a detailed summary of each individual's experience in drilled shaft excavation operations, and placement of assembled reinforcing cages and concrete in drilled shafts.</p> <p>a. On-site supervisors must have a minimum of two years experience in supervising construction of drilled shaft foundations of similar size (diameter and depth) and difficulty to those shown in the Plans, and similar geotechnical conditions to those described in the geotechnical report. The work experience must be direct supervisory responsibility for the on-site drilled shaft construction operations. Project management level positions indirectly supervising on-site drilled shaft construction operations are not acceptable for this experience requirement.</p> <p>b. Drill rig operators must have a minimum one year experience in construction of drilled shaft foundations.</p> <p>The Engineer will approve or reject the Contractor's qualifications and field personnel within ten working days after receipt of the submission. Do not start work on any drilled shaft until the Contractor's qualifications and field personnel are approved by the Engineer. The Engineer may suspend the drilled shaft construction if the Contractor substitutes field personnel without prior approval by the Engineer. The Contractor is fully liable for the additional costs resulting from the suspension of work, and no adjustments in contract time resulting from such suspension of work will be allowed.</p> <p>2. <i>Drilled Shaft Installation Plan.</i> At least four weeks prior to the start of drilled shaft construction, submit a Drilled Shaft Installation Plan narrative for acceptance by the Engineer. In preparing the narrative, reference the available subsurface geotechnical data provided in the Contract boring logs and any geotechnical report(s) prepared for this project. In this narrative, provide at a minimum the following information:</p> <p>a. Description of overall construction operation sequence and the sequence of drilled shaft construction when in groups or lines.</p> <p>b. A list, description, and capacities of proposed equipment, including but not limited to cranes, drills, augers, bailing buckets, final cleaning equipment and drilling unit. As appropriate, describe why the equipment was selected, and describe equipment suitability to the anticipated site and subsurface conditions. Include a project history of the drilling equipment demonstrating the successful use of the equipment on shafts of equal or greater size in similar subsurface geotechnical conditions.</p> <p>c. Details of drilled shaft excavation methods, including proposed drilling methods, methods for cleanout of the bottom of the excavation hole, and a disposal plan for excavated material and drilling slurry (if applicable). If appropriate, include a review of method suitability to the anticipated site and subsurface geotechnical conditions including boulders and obstruction removal techniques if such are indicated in the Contract subsurface geotechnical information or Contract Documents.</p> <p>d. Details of the method(s) to be used to ensure drilled shaft hole stability (i.e., prevention of caving, bottom heave, etc. using slurry, or other means) during excavation and concrete placement. Include a review of method suitability to the anticipated site and subsurface geotechnical conditions.</p> <p>e. Provide detailed procedures for mixing, using, maintaining, and disposing of the slurry. Also provide a detailed mix design (including all additives and their specific purpose in the slurry mix) and a discussion of its suitability to the anticipated subsurface geotechnical conditions for the proposed slurry. In the submittal, include a detailed plan for quality control of the selected slurry, including tests to be performed, test methods to be used, and minimum and/or maximum property requirements which must be met to ensure that the slurry functions as intended, considering the anticipated subsurface conditions and shaft construction methods, in accordance with the slurry manufacturer's recommendations and these Specifications. As a minimum, include the following tests in the slurry quality control plan:</p>
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Property	Test Method
Density	Mud Weight (Density), API 13B-1, Section 1
Viscosity	Marsh Funnel and Cup, API 13B-1, Section 2.2
pH	Glass Electrode, pH Meter, or pH Paper
Sand Content	Sand, API 13B-1, Section 5

- f. Reinforcing steel shop drawings, details of reinforcement placement including type and location of all splices, reinforcement cage support and centralization methods, type and location of all spacers, crosshole sonic logging tubes and other instrumentation, and procedures for lifting and setting the reinforcement cage.
- g. When casings are proposed or required, provide the following:
 - i. Casing dimensions and detailed procedures for permanent casing installation.
 - iii. Methods of advancing the casing, along with the means to be utilized for excavating the drilled shaft hole in accordance with the Construction Subsection of this Specification.
- h. Details of concrete placement, including proposed equipment and procedures for delivering concrete to the drilled shaft, placement of the concrete into the shaft including initial placement and the raising of the tremie or pump line during placement, size of tremie and pump lines, operational procedures for pumping, and a sample uniform yield form to be used by the Contractor for plotting the volume of concrete placed versus the depth of shaft for all shaft concrete placement.
- i. The method to be used to form a horizontal construction joint during concrete placement.
- j. When applicable, include a description of the material to be used to temporarily backfill a drilled shaft excavation hole during a stoppage of the excavation operation, as well as the method used to place and remove the material.
- k. Details of procedures to prevent loss of slurry or concrete into waterways, sewers and other areas to be protected.
- l. Describe the method and materials that will be used to fill or eliminate all voids below the top of shaft between the plan shaft diameter and excavated shaft diameter, or between the permanent shaft casing and surrounding soil.
- m. Details of any required load tests including equipment, instrumentation, procedures, calibration data for test equipment, calculations and drawings.
- n. Details and procedures for protecting existing structures, utilities, roadways and other facilities during drilled shaft installation.
- o. Other information required by the Plans or specified herein.
 The Engineer will evaluate the Drilled Shaft Installation Plan for conformance with the Contract Plans and Specifications within ten working days after receipt of the submission. At the option of the Department, a Shaft Installation Plan Submittal Meeting may be scheduled following review of the Contractor's initial submittal of the Plan. Those attending the Shaft Installation Plan Submittal Meeting, if held, must include the following:
 - a. The superintendent, on-site supervisors, and other Contractor personnel involved in the preparation and execution of the Drilled Shaft Installation Plan.
 - b. The Project Engineer and Department's personnel involved with the structural, geotechnical, and construction review of the Drilled Shaft Installation Plan together with Department's personnel who will provide

- inspection and oversight during the drilled shaft construction phase of project.
- Submit any significant updates or modifications to the Drilled Shaft Installation Plan whenever such updates or modifications are proposed to the Engineer. The Engineer will evaluate the new information for conformance with the Contract Plans and Specifications within ten working days after receipt of the submission.
3. *Slurry Technical Assistance.* If slurry is used to construct the drilled shafts, provide, or arrange for, technical assistance from the slurry manufacturer as specified in Construction Subsection (D)(3)(a) of this Specification. Submit the following to the Engineer:
- The name and current phone number of the slurry manufacturer's technical representative assigned to the project.
 - The name(s) of the Contractor's personnel assigned to the project and trained by the slurry manufacturer's technical representative in the proper use of the slurry. In the submittal, include a signed training certification letter from the slurry manufacturer for each individual, including the date of the training.
4. *Approvals.* Do not begin work until all the required submittals have been accepted in writing by the Engineer. All procedural acceptances given by the Engineer will be subject to trial in the field and shall not relieve the Contractor of the responsibility to satisfactorily complete the work.
5. *Drilled Shaft Preconstruction Conference.* Hold a shaft preconstruction conference at least five working days prior to the Contractor beginning any shaft construction work at the site to discuss investigative boring information, construction procedures, personnel, and equipment to be used, and other elements of the accepted Shaft Installation Plan as specified in Construction Subsection (A)(2) of this Specification. If slurry is used to construct the shafts, the frequency of scheduled site visits to the project site by the slurry manufacturer's representative will be discussed. Those attending must include:
- The superintendent, on site supervisors, and other key personnel identified by the Contractor as being in charge of excavating the shaft, placing the casing and slurry as applicable, placing the steel reinforcing bars, and placing the concrete. If slurry is used to construct the shafts, the slurry manufacturer's representative and a Contractor's employee trained in the use of the slurry, as identified to the Engineer in accordance with Construction Subsection (D)(3)(a) of this Specification, must also attend.
 - The Project Engineer, key inspection personnel, and appropriate representatives of the Department.
- If the Contractor's key personnel change, or if the Contractor proposes a significant revision of the approved Drilled Shaft Installation Plan, an additional conference may be held at the request of the Engineer before any additional shaft construction operations are performed.
6. *Logs of Shaft Construction.* Prepare inspection logs documenting each shaft construction activity, including casing installation, excavation, shaft bottom inspection, reinforcement installation and concrete placement. Fully document the work performed with frequent reference to the date, time and casing/excavation elevation in the logs. In addition, prepare and submit the logs documenting any subsurface investigation borings or rock core holes performed for the Contract at drilled shaft foundation locations.
- In the records for permanent casing, include at least the following information:
- Identification number and location of the shaft.
 - Diameter and wall thickness of the casing.
 - Dimensions of any casing reinforcement.
 - Top and bottom elevations of the casing.
 - Method and equipment used for casing installation.
 - Any problems encountered during casing installation.
 - Name of the inspector.
- In the shaft excavation log, include at least the following information:
- Identification number, location and surface elevation of the shaft.
 - Description and approximate top and bottom elevation of each soil or rock material encountered.
 - Seepage or groundwater conditions.
 - Type and dimensions of tools and equipment used, and any changes to the tools and equipment.

- e. Type of drilling fluid used, if any, and the results of slurry tests.
- f. Any problems encountered.
- g. Elevation of any changes in the shaft diameter.
- h. Method used for bottom cleaning.
- i. Final bottom elevation of the shaft.
- j. Name of the inspector and the date, time and name of any changes in the inspector.

In the concrete placement records, include at least the following information:

- a. Concrete mix used.
- b. Time of start and end of concrete placement.
- c. Volume and start/end time for each truck load placed.
- d. Concrete test results.
- e. Concrete surface elevation and corresponding tremie tip elevation periodically during concrete placement.
- f. Concrete yield curve (volume versus concrete elevation, actual and theoretical).
- g. Name of the inspector.

Submit the logs for each shaft construction activity to the Engineer within 24 hours of the completion of that activity. Submit a full set of shaft inspection logs for an individual drilled shaft to the Engineer within 48 hours of the completion of concrete placement at the shaft.

B. *Drilled Shaft Excavation.* Excavate the drilled shafts to the required depth as shown in the Plans or as directed by the Engineer. Once the excavation operation has been started, conduct the excavation in a continuous operation until the excavation of the shaft is completed, except for pauses and stops as noted, using approved equipment capable of excavating through the type of material expected. Pauses during this excavation operation, except for casing splicing and removal of obstructions, will not be allowed. Provide permanent casing at the site in sufficient quantities to meet the needs of the anticipated construction method.

Pauses, defined as interruptions of the excavation operation, will be allowed only for casing splicing and removal of obstructions. Drilled shaft excavation operation interruptions not conforming to this definition are considered as stops.

If the drilled shaft excavation is not complete at the end of the shift or series of continuous shifts, the drilled shaft excavation operation may be stopped, provided the Contractor, before the end of the work day, protects the shaft as indicated in Construction Subsection (C) of this Specification.

If slurry is present in the shaft excavation, conform to the requirements of Construction Subsection (D)(3)(b) of this Specification regarding the maintenance of the minimum level of drilling slurry throughout the stoppage of the shaft excavation operation, and recondition the slurry to the required slurry properties in accordance with the Materials Subsection of this Specification prior to recommencing shaft excavation operations.

Ensure the excavation and drilling equipment have adequate capacity, including power, torque and down thrust to excavate a hole of both the maximum diameter and to a depth of 20 feet, or 20 percent, beyond the maximum shaft length shown on the Plans, whichever is greater.

Blasting will not be permitted.

Complete excavation to the foundation cap elevation before drilled shaft construction begins, unless otherwise noted in the Contract Documents or approved by the Engineer.

Any disturbance to the foundation cap area caused by shaft installation will be repaired by the Contractor prior to placing the cap concrete.

When drilled shafts are to be installed in conjunction with embankment construction, construct drilled shafts after placement of the embankment fill unless otherwise shown on the Contract Documents or approved by the Engineer. Do not cap the drilled shafts installed prior to the completion of the embankment fill until the fill has been placed to the bottom of cap level.

C. *Drilled Shaft Excavation Protection.* Do not leave drilled shaft excavations open overnight unless cased full depth or otherwise protected against sidewall instability. An open excavation is defined as a drilled shaft that has not been filled with concrete, or temporarily backfilled with a material approved by the Engineer in accordance with Construction Subsection (A)(2) of this Specification or protected in accordance with Construction Subsection (D). The use of slurry to protect a drilled shaft during a drilling stoppage or overnight shutdown may be approved by the Engineer.

Casing of drilled shafts in stable rock formations during stoppages is not required, unless shown on the Plans or specified herein.

D. *Drilled Shaft Excavation Protection Methods.* Acceptable protection methods for stabilizing and maintaining drilled shaft excavation shall include the use of casing, drilling slurry, or both.

1. *Permanent Casing Construction Method.* When permanent casing is specified, excavation will conform to the specified outside diameter of the drilled shaft. After the casing has been filled with concrete, fill all void space occurring between the casing and drilled shaft excavation with a material which approximates the geotechnical properties of the in-situ soils, in accordance with the Drilled Shaft Installation Plan specified in Construction Subsection (A)(2) of this Specification and as approved by the Engineer.

Remove tops of permanent casings for the drilled shafts to the top of the drilled shaft or finished groundline, whichever is lower, unless the top of permanent casing is shown in the Plans at a different elevation. For those drilled shafts constructed within a permanent body of water, remove tops of permanent casings for drilled shafts to the low water elevation, unless otherwise shown on the Plans or directed otherwise by the Engineer.

Unless shown otherwise on the Plans, do not remove casing used for forming shafts installed through a body of water.

2. *Alternative Casing Methods.* Installation of casing using rotating or oscillating methods will be required at Abutment A and Pier 1. Equipment and procedures for the alternative casing method shall be as shown in the approved Drilled Shaft Installation Plan, and shall comply with all other requirements specified herein.

Equip drilled shaft casing with cutting teeth or a cutting shoe and install by either rotating or oscillating the casing.

3. *Slurry.* Use slurry in accordance with the Materials Subsection of this Specification to maintain a stable excavation during excavation and concrete placement operations once water begins to enter the drilled shaft excavation and remain present.

Use slurry to maintain stability during drilled shaft excavation and concrete placement operations in the event that water begins to enter the drilled shaft excavation at a rate of greater than twelve inches per hour, or if the Contractor is not able to restrict the amount of water in the drilled shaft to less than three inches prior to concrete placement, or to equilibrate water pressure on the sides and base of the drilled shaft excavation when groundwater is encountered or anticipated based on the available subsurface data.

- a. *Slurry Technical Assistance.* If slurry is used, the manufacturer's representative, as identified to the Engineer in accordance with Construction Subsection (A)(3) of this Specification, must:
 - i. Provide technical assistance for the use of the slurry.
 - ii. Be present at the site prior to introduction of the slurry into a drilled hole.
 - iii. Remain at the site during the construction and completion of a minimum of one drilled shaft to adjust the slurry mix to the specific site conditions.

After the manufacturer's representative is no longer present at the site, the Contractor's employee trained in the use of the slurry, as identified to the Engineer in accordance with Construction Subsection (A)(3) of this Specification, must be present at the site throughout the remainder of shaft slurry operations for this project to perform the duties specified above.

- b. *Minimum Level of Slurry in the Excavation.* When slurry is used to maintain a stable excavation, maintain the slurry level in the excavation to obtain hydrostatic equilibrium throughout the construction operation at a height required to provide and maintain a stable hole, but not less than 5 feet above the water table or surface of surrounding water body if at an offshore location.

Provide casing, or other means, as necessary to meet these requirements.

Maintain the slurry level above all unstable zones a sufficient distance to prevent bottom heave, caving or sloughing of those zones.

Throughout all stops in drilled shaft excavation operations, monitor and maintain the slurry level in the excavation the greater of the following elevations:

- i. No lower than the water level elevation outside the drilled shaft.
 - ii. Elevation as required to provide and maintain a stable hole.
- c. *Cleaning Slurry.* Clean, re-circulate, de-sand, or replace the slurry, as needed, in order to maintain the required slurry properties. Sand content will only be required to be within specified limits immediately prior to concrete placement.

- E. *Obstructions.* When obstructions are encountered, notify the Engineer promptly. An obstruction is defined as a specific object (including, but not limited to, boulders, logs, and man-made objects) encountered during the drilled shaft excavation operation which prevents or hinders the advance of the drilled shaft excavation. When efforts to advance past the obstruction to the design drilled shaft tip elevation result in the rate of advance of the drilled shaft drilling equipment being significantly reduced relative to the rate of advance for the portion of the drilled shaft excavation in the geological unit that contains the obstruction, then remove, bypass or break up the obstruction at no additional cost to the Department in accordance to the language described in the approved Drilled Shaft Installation Plan per Construction Subsection (A)(2)(c).

Drilling tools that are lost in the excavation will not be considered obstructions, and will be promptly removed by the Contractor. All costs due to lost tool removal will be borne by the Contractor including, but not limited to, costs associated with the repair of hole degradation due to removal operations or an excessive time that the hole remains open.

- F. *Protection of Existing Structures.* Control operations to prevent damage to existing structures, utilities, roadways and other facilities. Include preventive measures, but which are not limited to, selecting construction methods and procedures that will prevent excessive caving of the drilled shaft excavation and monitoring and controlling the vibrations from the driving of casing or sheeting or drilling of the shaft.

- G. *Slurry Sampling and Testing.* Mix and thoroughly hydrate mineral slurry and polymer slurry in slurry tanks, lined ponds, or storage areas. Draw sample sets from the slurry

storage facility and test the samples for conformance with the appropriate specified material properties before beginning slurry placement in the drilled hole. Conform the slurry to the quality control plan included in the Drilled Shaft Installation Plan in accordance with Construction Subsection (A)(2) of this Specification and as approved by the Engineer. A sample set must be composed of samples taken at mid-height and within two feet of the bottom of the storage area.

Sample and test all slurry in the presence of the Engineer, unless otherwise approved by the Engineer. Record the date, time, names of the persons sampling and testing the slurry, and the results of the tests. Submit a copy of the recorded slurry test results to the Engineer at the completion of each drilled shaft, and during construction of each drilled shaft when requested by the Engineer.

Take and test sample sets of all slurry, composed of samples taken at mid-height and within two feet of the bottom of the drilled shaft, during drilling as necessary to verify the control of the properties of the slurry. As a minimum, take and test the sample sets of polymer slurry at least once every four hours after beginning its use during each shift.

Take and test sample sets of all slurry, as specified, immediately prior to placing concrete.

Demonstrate to the satisfaction of the Engineer that stable conditions are being maintained. If the Engineer determines that stable conditions are not being maintained, immediately take action to stabilize the shaft. Submit a revised Drilled Shaft Installation Plan which addresses the problem and prevents future instability. Do not continue with drilled shaft construction until the damage which has already occurred is repaired in accordance with the Specifications, and until receiving the Engineer's approval of the revised Drilled Shaft Installation Plan.

H. *Drilled Shaft Excavation Inspection.* Use appropriate means such as a cleanout bucket, air lift or hydraulic pump to clean the bottom of the excavation of all drilled shafts. The base of the drilled shaft excavation cannot be covered with more than three inches of sediment or loose or disturbed material just prior to placing concrete in soil shafts or more than one-half inch for 50 percent of the shaft area in rock sockets.

The excavated drilled shaft will be inspected and approved by the Engineer prior to proceeding with construction. Sound the bottom of the excavated drilled shaft with an airlift pipe, a tape with a heavy weight attached to the end of the tape, a borehole camera with visual sediment depth measurement gauge, or other means acceptable to the Engineer to determine that the drilled shaft bottom meets the requirements in the Contract.

I. *Assembly and Placement of Reinforcing Steel.* Prior to and during fabrication of the steel reinforcing cage, support the reinforcing bars off the ground surface, and protect the reinforcing bars from contamination with mud and other deleterious materials .

Rigidly brace the reinforcing cage to retain its configuration during handling and construction. Individual or loose bars will not be permitted. Tie all (100%) intersections of vertical and horizontal bars. Show bracing and any extra reinforcing steel required for fabrication of the cage on the shop drawings.

Carefully position and securely fasten the reinforcement to provide the minimum clearances specified or shown on the Plans, and to ensure that no displacement of the reinforcing steel cage occurs during placement of the concrete.

Splicing of the reinforcement cage during placement of the cage in the shaft excavation will not be permitted unless otherwise shown on the Plans or approved by the Engineer.

If the reinforcing cage is spliced during placement of the cage into the drilled shaft excavation, the splice details and location of the splices must be in accordance with the Plans and the approved Drilled Shaft Installation Plan. In addition, perform the work

within the time limits specified in Construction Subsection (A).

Securely hold the steel reinforcing cage in position throughout the concrete placement operation. Tie and support the reinforcing steel in the drilled shaft so that the location of the reinforcing steel will remain within allowable tolerance. Use concrete spacers or other approved non-corrosive spacing devices at sufficient intervals (near the bottom, the top and at intervals not exceeding 10 feet vertically) to ensure concentric spacing for the entire cage length. The number of spacers required at each level will be one spacer for each foot of excavation diameter, with a minimum of four spacers at each level. The spacers must be of adequate dimension to ensure an annular space between the outside of the reinforcing cage and the side of the excavation along the entire length of the drilled shaft as shown in the Plans. Provide acceptable feet made of plastic, or concrete (bottom supports) to ensure that the bottom of the cage is maintained at the proper distance above the base of the excavation unless the cage is suspended from a fixed base during the concrete pour.

Remove bracing steel which constricts the interior of the reinforcing cage after lifting the cage if freefall concrete or wet tremie methods of concrete placement are to be used.

Check the elevation of the top of the steel cage before and after the concrete is placed. If the upward displacement of the rebar cage exceeds 2 inches, or if the downward displacement exceeds 6 inches, the drilled shaft will be considered defective. Make corrections to the satisfaction of the Engineer. Do not construct additional drilled shafts until the rebar cage support has been modified in a manner satisfactory to the Engineer.

J. *Concrete Placement, Curing and Protection.* Commence the Concrete placement as soon as possible after completion of drilled shaft excavation by the Contractor and inspection by the Engineer. Immediately prior to commencing concrete placement, the drilled shaft excavation and the properties of the slurry (if used) must conform to the Materials Subsection of this Specification. Continue the concrete placement in one operation to the top of the drilled shaft, or as shown in the Plans.

If water is not present (a dry shaft), deposit the concrete through the center of the reinforcement cage by a method which prevents segregation of aggregates. Place the concrete such that the free-fall is vertical down the center of the drilled shaft without hitting the sides, the steel reinforcing bars, or the steel reinforcing bar cage bracing. Unless otherwise directed by the Engineer, concrete free fall height shall be limited to a maximum of 25 feet.

If water exists in amounts greater than three inches in depth or enters at a rate of more than twelve inches per hour then fill the drilled shaft excavation with slurry to at least the level specified in Construction Subsection (D)(3)(b) and concrete placed by tremie methods.

Do not exceed the time limit for concrete placement as defined in the approved Drilled Shaft Installation Plan and demonstrated by a successful technique shaft or test shaft. Commence the concrete placement time at the mixing of the concrete and extend through to the completion of placement of the concrete in the drilled shaft excavation. For wet placement methods, the placement time starts at the batching of the initial load of concrete to be placed in the shaft. Prior to concrete placement, provide test results of both a trial mix and a slump loss test conducted by an approved testing laboratory using approved methods to demonstrate that the concrete meets this defined placement time limit. Maintain the concrete mix with a slump of 4 inches or greater over the defined placement time limit as demonstrated by trial mix and slump loss tests. Conduct the trial mix and slump loss tests at ambient temperatures appropriate for site conditions. Ambient air temperature at the time of concrete placement is not permitted to be greater than the ambient temperature at the time of the concrete trial tests and slump loss tests.

Do not use admixtures such as water reducers, plasticizers, and retarders in the concrete mix unless permitted in the Contract Documents and detailed in the approved Drilled Shaft Installation Plan. Adjust all admixtures, when approved for use, for the conditions

encountered on the job so the concrete remains in a workable plastic state throughout the defined placement time limit.

Throughout the underwater concrete placement operation, the discharge end of the tube must remain submerged in the concrete at least five feet and the tube must always contain enough concrete to prevent water from entering. The concrete placement must be continuous until the work is completed, resulting in a seamless, uniform shaft. If the concrete placement operation is interrupted, the Engineer may require the Contractor to prove by core drilling or other tests that the drilled shaft contains no voids or horizontal joints. If testing reveals voids or joints, repair them or replace the drilled shaft at no expense to the Department. Responsibility for coring and testing costs, and calculation of time extension, will be in accordance with Construction Subsection (M) of this Specification.

Before placing any fresh concrete against concrete deposited in water or slurry (construction joint), remove all scum, laitance, loose gravel and sediment on the surface of the concrete deposited in water or slurry, and chip off any high spots on the surface of the existing concrete that would prevent any steel reinforcing bar cage from being placed in the position required by the Plans.

Complete a concrete yield plot for each wet shaft poured by tremie methods. This yield plot will be submitted to the Department within twenty four (24) hours of completion of the concrete pour.

Do not perform casing installation or drilled shaft excavation operations within a clear distance of three diameters of a newly poured drilled shaft within twenty (24) hours of the placement of concrete and only when the concrete has reached a minimum compressive strength of 1800 psi.

K. *Tremies.* When placing concrete underwater, use a concrete pump or gravity tremie. A tremie must have a hopper at the top that empties into a watertight tube at least eight inches in diameter. If a pump is used, a watertight tube must be used with a minimum diameter of four inches. The discharge end of the tube on the tremie or concrete pump line must include a device to seal out water while the tube is first filled with concrete. In lieu of a seal at the discharge end of the pipe, the Contractor may opt to place a "Pig" or "Rabbit" in the hopper prior to concrete placement which moves through the tremie when pushed by the concrete, forcing water or slurry from the tremie pipe.

Do not use hopper and tubes that contain aluminum parts that will have contact with the concrete. The inside and outside surfaces of the tubes must be clean and smooth to allow both flow of concrete and the unimpeded withdrawal of the tube during concrete placement.

L. *Drilled Shaft Construction Tolerances.* Construct the drilled shafts so that the center of the poured shaft at the top of the drilled shaft or mudline, whichever is lower, is within the following horizontal tolerances:

Drilled Shaft Diameter	Tolerance
Less than or equal to 2'-0"	3"
Greater than 2'-0" and less than 5'-0"	4"
5'-0" or larger	6"

Drilled shafts in soil must be within 1.5 percent of plumb. Drilled shafts in rock must be within 2.0 percent of plumb. Plumbness will be measured from the top of poured drilled shaft elevation or mudline, whichever is lower.

During drilling or excavation of the drilled shaft, make frequent checks on the plumbness, alignment, and dimensions of the drilled shaft. Any deviation exceeding the allowable tolerances will be corrected with a procedure approved by the Engineer.

Do not allow the drilled shaft steel reinforcing bars to be higher than six inches above or three inches below the plan elevation.

The reinforcing cage must be concentric with the drilled shaft excavation within a tolerance of 1-1/2 inches.

The top elevation of the completed drilled shaft must have a tolerance of plus one inch or minus three inches.

Do not allow the diameter of the drilled shaft to be less than the diameter shown on the Plans.

Ensure that tolerances for casings are in accordance with ASTM designation in Material Subsection (C) of this specification unless specified otherwise in the Plans .

Drilled shaft excavations and completed drilled shafts not constructed within the required tolerances will be considered defective. The Contractor is responsible for correcting all defective drilled shafts to the satisfaction of the Engineer. Materials and work necessary, including engineering analysis and redesign, to complete corrections for out-of-tolerance drilled shafts will be furnished without either cost to the Department or an extension of the completion date of the project. Redesign drawings and computations submitted will be signed by a registered Professional Engineer licensed in the State of Delaware.

M. *Integrity Testing.* Crosshole sonic log testing must be performed on all drilled shafts. Accommodate the crosshole sonic log testing by furnishing and installing access tubes in accordance with Material Subsection (G) of this specification.

Install access tubes for crosshole sonic log testing in all drilled shafts, except as otherwise noted herein, to permit access for the crosshole sonic log test probes. If, in the opinion of the Engineer, the condition of the drilled shaft excavation permits drilled shaft construction in the dry, the Engineer may specify that the testing be omitted.

Securely attach the access tubes to the interior of the reinforcement cage of the drilled shaft. Furnish and install one access tube for each foot of drilled shaft diameter, rounded to the nearest whole number, unless otherwise shown in the Plans. A minimum of four tubes will be required. Place the access tubes around the drilled shaft, inside the spiral or hoop reinforcement and three inches clear of the vertical reinforcement, at a uniform spacing measured along the circle passing through the centers of the access tubes. If these minimums cannot be met due to close spacing of the vertical reinforcement, then bundle the access tubes with the vertical reinforcement.

If trimming the cage is required and access tubes for crosshole sonic log testing are attached to the cage, either shift the access tubes up the cage, or cut the access tubes provided that the cut tube ends are adapted to receive the watertight cap as specified.

Install the access tubes in straight alignment and as near to parallel to the vertical axis of the reinforcement cage as possible. Extend the access tubes from the bottom of the drilled shaft to at least two feet above the top of the drilled shaft. Splice joints in the access tubes, if required to achieve full length access tubes, must be watertight. Clear the access tubes of all debris and extraneous materials before installing the access tubes. Care must be taken to prevent damaging the access tubes during reinforcement cage installation and concrete placement operations in the drilled shaft excavation.

Fill the access tubes with potable water before concrete placement, and reinstall the top watertight threaded caps.

Prior to performing any crosshole sonic log testing operations specified in this

subsection, remove the concrete at the top of the drilled shaft down to sound concrete.

The Department will perform crosshole sonic log testing and analysis on all completed drilled shafts designated for testing by the Engineer. The Department will require advance notice from the Contractor to schedule all crosshole sonic log testing. The Contractor will give at least forty eight (48) hours notice to the Engineer of the time the concrete in each drilled shaft to be sufficiently cured to allow for crosshole sonic log testing.

Perform the testing after the drilled shaft concrete has cured at least ninety six (96) hours. Additional curing time prior to testing may be required if the drilled shaft concrete contains admixtures, such as set retarding admixture or water reducing admixture. The additional curing time prior to testing required under these circumstances will not serve as grounds for additional compensation or extension of time to the Contractor. Do not perform any subsequent construction on the completed drilled shaft until the CSL tests are approved and the drilled shaft accepted by the Engineer.

After placing the drilled shaft concrete and before beginning the crosshole sonic log testing of a drilled shaft, inspect the access tubes. Replace each access tube that the test probe cannot pass through, at the Contractor's expense, with a two inch diameter hole cored through the concrete for the entire length of the drilled shaft. Unless directed otherwise by the Engineer, locate the cored holes approximately six inches inside the reinforcement and do not damage the drilled shaft reinforcement. Log descriptions of inclusions and voids in cored holes and submit a copy of the log to the Engineer. Findings from cored holes shall be preserved, identified as to location, and made available for inspection by the Engineer.

The Engineer will determine final acceptance of each drilled shaft, based on the crosshole sonic log test results and analysis for the tested shafts and a review of the visual inspection reports for the subject drilled shaft, and will provide a response to the Contractor within three working days after receiving the test results and analysis submittal.

The Engineer may approve continuing with drilled shaft construction prior to approval and acceptance of the first shaft if the Engineer's observations of the construction of the first shaft are satisfactory, including, but not limited to, conformance to the Drilled Shaft Installation Plan as approved by the Engineer, and the Engineer's review of Contractor's daily reports and inspector's daily logs concerning excavation, steel reinforcing bar placement, and concrete placement.

If the Engineer determines that the concrete placed under slurry for a given drilled shaft is structurally inadequate, that drilled shaft will be rejected. The placement of concrete under slurry will be suspended until the Contractor submits to the Engineer written changes to the methods of drilled shaft construction needed to prevent future structurally inadequate drilled shafts, and receives the Engineer's written approval of the submittal.

If the Engineer determines that additional investigation is necessary, or if the Contractor requests, the Engineer may direct that additional testing be performed at a drilled shaft. At the Engineer's request, drill a corehole in any questionable quality drilled shaft (as determined from crosshole sonic log testing and analysis or by observation of the Engineer) to explore the drilled shaft condition. The number, locations, diameter and depth of the core holes and lengths of individual core runs will be determined by the Engineer. Coring procedures must minimize abrasion and erosion of the core samples, and must avoid damage to the steel reinforcement. Log descriptions of inclusions and voids in cored holes and submit a copy of the log to the Engineer. Preserve the recovered core in suitably labeled wood core boxes, identified as to location and depth, and made available for inspection by the Engineer. The Engineer may direct water pressure testing in the core holes, and/or unconfined compression testing and other laboratory testing on selected samples from the concrete core.

If subsequent testing at a drilled shaft indicates the presence of a defect(s) in the drilled

shaft, the testing costs and the delay costs resulting from the additional testing will be borne by the Contractor. If this additional testing indicates that the drilled shaft has no defect, the testing costs and the delay costs resulting from the additional testing will be paid by the Department, and, if the drilled shaft construction is on the critical path of the Contractor's schedule, a time extension equal to the delay created by the additional testing will be granted.

For all drilled shafts determined to be unacceptable, submit a plan for further investigation or remedial action to the Engineer for approval. All modifications to the dimensions of the drilled shafts, as shown in the Plans, required by the investigation and remedial action plan must be supported by calculations and working drawings. All investigation and remedial correction procedures and designs must be prepared by a registered Professional Engineer licensed in the State of Delaware, and submitted to the Engineer for approval. Do not begin repair operations until receiving the Engineer's written approval of the investigation and remedial action plan.

Prior to beginning coring, submit the method and equipment to be used to drill and remove cores from drilled shaft concrete to the Engineer, and do not begin coring until the Engineer's written approval has been received. The coring method and equipment will include for complete core recovery and will minimize abrasion and erosion of the core.

Dewater all access tubes and cored holes and fill with grout after tests are completed and the drilled shaft is accepted. Fill the access tubes and cored holes using grout tubes that extend to the bottom of the tube or hole or into the grout already placed.

N. *Drilled Shaft Load Tests.* Install test shafts at the locations shown on the Plans unless otherwise directed or approved by the Engineer.

Install test shafts to the same dimensions, details and elevations shown on the Plans, and install using the same equipment and installation procedures proposed for installation of the foundation drilled shafts.

If the equipment or procedures are changed following the completion of load testing, install additional load test shafts, and conduct additional load tests as directed by the Engineer at no additional cost to the Department.

Complete all load testing and have the results evaluated by the Engineer before installing any production drilled shafts, unless otherwise authorized by the Engineer.

1. *Bi-Directional (O-cell) Load Cell Testing.* Install load cells and load test instrumentation in accordance with the bi-directional load cell supplier recommendations, instructions, and procedure manual(s), as approved by the Engineer.

The bi-directional load cells must be capable of expanding to not less than 6 inches while maintaining the applied test load.

The Contractor must be responsible for coordinating with the load cell supplier to determine and/or verify all required equipment, materials, quantities, procedures, and all other applicable items necessary to complete the load testing shown on the Plans.

Furnish an acceptable pressurized gas source, a hydraulic pump, hydraulic lines, calibrated hydraulic gauge and other equipment and material necessary to perform the load tests. Furnish fresh, potable water from an approved source to form the hydraulic fluid used to pressurize the bi-directional load cells.

Furnish, install and monitor vibrating wire strain gauges as directed by the Engineer. Place the strain gauges in pairs on opposite sides of the reinforcing cage at the elevations directed by the Engineer.

Attach two LVDT vibrating wire displacement gauges to each load cell to monitor the

expansion and contraction of the load cell. In addition, mount two LVDT gauges on an independent reference beam and set on opposite sides of the top of the test shaft to monitor axial shaft displacement.

Set two telltale rods on the top of each load cell to monitor the displacement of the top of the load cell. The telltale must consist of a 3/8-inch diameter stainless steel rod, greased for reducing friction and corrosion, and placed inside a constant 3/4-inch diameter pipe. Individual sections of telltales must be joint coupled flush so that each rod is of uniform diameter throughout its length.

Furnish a portable computer and electronic logging equipment to simultaneously monitor all instrumentation at time intervals designated by the Engineer.

Assemble the load cells, piping and other attachments in preparation for installation in accordance with the requirements of the bi-directional load cell supplier, unless otherwise specified herein or directed by the Engineer. The following guidelines must be followed.

- a. Weld steel top and bottom bearing plates to the load cells. Provide holes through the bearing plates, as appropriate, to facilitate placement of tremie concrete.
- b. Coat the upper surface of the bottom steel bearing plate with grease prior to installation into the shaft, to prevent concrete bonding with the bottom plate.
- c. Attach the load cells and plate assembly to the reinforcement cage. Securely fasten all hydraulic hoses, telltale casing, slip joints, etc. to the rebar cage. Prior to installation into the drilled shaft excavation, protect the top of any piping to keep dirt, concrete or other deleterious materials from entering the piping.
- d. Limit the deflection of the cage to a maximum of 2 feet between pick points while lifting the cage from the horizontal position to vertical. Provide additional support, bracing, strong backs, etc. to maintain the deflection within the specified tolerance.

For each load test, place the load on the drilled shaft in increments of five percent of the maximum factored axial resistance shown on the Plans, or until the nominal resistance load (as indicated by the instruments) is approached, or to the maximum capacity of the load cell, whichever occurs first. Unless the maximum capacity of the load cell has been reached, apply increments of 2.5 percent of the estimated maximum test load until the limiting load is attained, or the drilled shaft top displacement reaches 2 inches, or to the maximum extension of the load cell. When the load cell will be used for a subsequent loading stage, the Engineer may interrupt the loading sequence at a load cell opening of approximately 3 inches, or less. Maintain each load increment for a minimum period of 5 minutes, with complete sets of readings obtained and recorded from all gauges and instruments at 1, 2 and 5 minutes after application of the load increment. Apply each increment of load within the minimum length of time practical and take the instrument system readings immediately. It is intended that the addition of a load increment and the completion of the instrument system readings be completed within 5 to 15 minutes. The Engineer may elect to hold the maximum applied load for up to one hour.

Remove the load in decrements of about 10 percent of the maximum test load. Remove each decrement of load within the minimum length of time practical and take the instrument system readings immediately. It is intended that the removal of a load decrement and the completion of the instrument system readings be completed within 5 to 15 minutes. The Engineer may also require a reloading cycle with ten loading increments and five unloading decrements. Record the final recovery of the drilled shaft for a period up to one hour after the last unload interval.

Submit a preliminary test report containing the load displacement curves and other test data to the Engineer within three days of completing each load test. Submit the final report on the load tests to the Engineer within ten days after completion of each load test. Include at least the following items in the test report:

- a. Test shaft identification number and location.
- b. Date(s) of testing.
- c. Description of the test shaft details, instrumentation and test procedures.
- d. Tables presenting all instrumentation data.
- e. Plots of load versus displacement (up and down) for each load cell level, for each stage of the test.

- f. Plots of load along the length of the drilled shaft determined from the strain gauge data for at least ten applied load increments.
- g. Summary of unit side resistance along the length of the drilled shaft and end bearing resistance.
- h. Plots of creep displacement for each load increment.
- i. Plot of equivalent top-of-shaft displacement for the test shaft, developed from the load test data.

After completion of the load test to the satisfaction of the Engineer, and when authorized in writing by the Engineer, flush all hydraulic fluid from the bi-directional load cells and hydraulic lines, and replace with cement grout in accordance with the approved Drilled Shaft Installation Plan. Also grout any voids remaining outside the load cells after completion of the load test.

O.

Technique Shaft. Demonstrate the adequacy of its methods, techniques and equipment by successfully constructing a technique shaft in accordance with the requirements shown on the Plans and these Specifications. Position the technique shaft at the location(s) shown on the Plans or as directed by the Engineer, but not less than a clear distance of three drilled shaft diameters from the closest production shaft. Drill the technique shaft to the diameter and depth shown in the Plans. Unless shown otherwise on the Plans, reinforce the technique shaft(s) with the same reinforcement as the corresponding size production shaft, and also include CSL tubes as specified herein. The Technique shaft will be used as the load test shaft. Failure by the Contractor to demonstrate to the Engineer the adequacy of methods and equipment will be reason for the Engineer to require alterations in equipment and/or method by the Contractor to eliminate unsatisfactory results. Any additional technique shaft(s) required to demonstrate the adequacy of altered methods or construction equipment will be at the Contractor's expense. Once approval has been given by the Engineer to construct production drilled shafts, no changes will be permitted in the methods or equipment used to construct the satisfactory technique shaft without the written approval of the Engineer.

The technique shaft will be used by the Engineer to determine if the Contractor can:

1. Control dimensions and alignment of excavations within tolerance.
2. Install permanent casing.
3. Seal the casing into impervious materials.
4. Control the size of the excavation under caving conditions by the use of a mineral or polymer slurry or by other means.
5. Properly clean the completed drilled shaft excavation.
6. Construct drilled shafts in open water areas.
7. Handle and install reinforcing cages.
8. Satisfactorily place concrete meeting the Specification requirements within the prescribed time limit.
9. Satisfactorily execute any other necessary construction operation.

When authorized in writing by the Engineer, cut off the technique shaft(s) not less than 2 feet below finished grade and left in place. Restore the disturbed areas at the sites of the technique shaft(s) as nearly as practical to their original condition.

Method of Measurement:

- A. The Engineer will measure drilled shafts by the length in ft from the plan top of shaft elevation to the final bottom of shaft elevation. The Engineer will not separately measure excavation, slurry, reinforcing steel, concrete, grout, or non-destructive testing.
- B. The Engineer will measure permanent casing by the length in ft of each size casing used, as measured along the casing from the top of the shaft elevation or the top of casing, whichever is lower, to the bottom of the casing.
- C. The Engineer will measure the technique shaft by the length in ft from the existing ground surface elevation at the center of the trial shaft hole prior to drilling to the authorized bottom elevation of the hole. The Engineer will not separately measure excavation, slurry, reinforcing steel, concrete, grout, or non-destructive testing.

D. The Engineer will measure load tests by the number of load tests completed according to the specified loading procedures and to the maximum factored axial resistance shown on the plans. Payment will include all costs related to the performance of the load test and for the reporting of procedures and results.

Basis of Payment:

A. The Engineer will pay for accepted quantities at the contract unit price as follows:

Item No.	Item Description	UOM
		LF
618529	DRILLED SHAFT, 48"	
		LF
618530	TECHNIQUE SHAFT, 48"	
		LF
618531	PERMANENT CASING FOR DRILLED SHAFT, 48" DIAMETER	
		EACH
618532	LOAD TESTING OF DRILLED SHAFTS	

B. Such payment is full compensation for furnishing all materials, equipment, labor, and incidentals to complete the work as specified.

3/29/19

619511 - EXPLORATORY DRILLING

Description:

This work consists of subsurface exploration required to confirm the top of rock elevation and to characterize the approximate rock mass quality of the bedrock to a point 10 feet below, in accordance with the notes on the Plans, this Special Provision and as directed by the Engineer.

Materials:

Materials for sand, water and cement shall conform to Section 818, 803 and 801 respectively.

Construction Methods:

- A. Submit a boring plan and notify the Engineer at least 48 hours before drilling in any area. All borings on the plan are to be located horizontally and vertically by survey prior to drilling.
- B. Perform air track drilling as directed in the presence of the Engineer. Advance the hole through the overburden without sampling using any approved drilling apparatus. Accurate logging of the drilling during construction will be important. Provide written documentation that all drillers performing work on this project have a minimum of five years or more experience. Do not proceed with this work until the Engineer has approved documentation detailing the experience of the drillers.
 - 1. Provide downward pressure control air track drilling machinery of a type or types approved by the Engineer complete with all the accessories. Provide drilling(s) of sufficient size and capacity to carry on drilling operations in an efficient manner and provide holes of adequate size [minimum of 3 in diameter] through the bedrock.
 - 2. Ensure that a plumb hole is attained when drilling. An open borehole must be maintained. As required, support the hole with casing advanced by driving or jacking. Seat the casing tightly in rock. Record the depth of overburden drilling through bedrock to elevations as indicated or directed. This casing is temporary and may be withdrawn at the time of grouting.
 - 3. Provide a log of the boring including the depth of overburden and rock penetrated, methods used to advance the hole, methods used to advance the casing, length of casing installed, location of any voids encountered, and depths of loss of air pressure with its associated elevation. Also include a tabulation of time per foot (meter) of penetration for entire boring length, including any tool drops, and classification of cuttings.
- C. Upon encountering any subsurface feature, such as soft zones, soil seams and/or voids the Engineer should be notified immediately. Each boring should obtain a minimum of 10 feet of continuous rock below the estimated pile tip elevation or bottom of footing elevation or as directed by the Engineer prior to termination. All borings on the submitted boring plan should be completed prior to any grouting. Use a grout mix ratio of 3 water:2 cement:2 sand.

Method of Measurement and Basis of Payment:

The quantity of Exploratory Drilling shall be measured and paid for at the Contract unit price per linear foot. The price and payments will include grout and the cost of furnishing and installing casing to maintain an open borehole is incidental to exploratory drilling.

11/17/15

710506 - ADJUST AND REPAIR EXISTING SANITARY MANHOLE

Description:

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

Materials and Construction Methods:

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

Method of Measurement and Basis of Payment:

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

8/28/01

712531 - CHANNEL BED FILL

Description:

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

Materials:

Provide aggregate material meeting the following requirements:

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

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

Table 1

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

Notes:

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

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

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

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

Method of Measurement:

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

Basis of Payment:

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

11/17/15

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 permanent portland cement 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 (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 be epoxy coated meeting the requirements Section 604 Grade 60 (Grade 400).

Form liners – See special provision 602549 Form Liners.

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 concrete safety barrier shall have an architectural finish in accordance with special provision 602549 Form Liners. Provide a form lined architectural treatment on the outside of the barrier at the locations as indicated on the Plans.

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

Method of Measurement:

The quantity of permanent Portland cement safety barrier will be measured by the linear foot (linear meter) 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 (linear meter) 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 this item includes excavation and the P.C.C. footer/moment slab portion of the barrier included in this item. Payment for this item also includes the architectural finish and form liner included in this item.

09/14/18

**720620 - FURNISH AND MAINTAIN PINNED PORTABLE P.C.C.SAFETY BARRIER, SINGLE
FACE**

**720636 - FURNISH AND MAINTAIN PINNED PORTABLE P.C.C.SAFETY BARRIER,
DOUBLE FACE**

Description:

This item shall consist of furnishing and placing Pinned Portable P.C.C. Safety Barrier, Single Face and Pinned Portable P.C.C. Safety Barrier, Double Face at the locations in accordance with the notes and details on the Plans and as directed by the Engineer. After the completion of the project, the safety barrier shall become the property of the Contractor and shall be removed from the project site.

General Requirements:

All barrier provided to satisfy this special provision shall be certified to be crashworthy in accordance with the National Cooperative Highway Research Program (NCHRP) Report 350 and the memorandum issued August 28, 1998 by the USDOT Federal Highway Administration **Information:** Crash Tested Work Zone Traffic Control Devices.

The Contractor shall submit to the Engineer the Federal Highway Administration NCHRP-350 acceptance letter prior to acceptance. On each project, the Contractor shall use only one type of barrier. All sections of barrier shall be of equal length and use the same type connector. For DelDOT administered projects the certification shall be submitted to the Engineer prior to installation. The Contractor shall also submit shop drawings to the Engineer for the pinned barrier prior to installation along with a certification that the pinning system provided has been tested and found acceptable in accordance with NCHRP Report 350.

The barriers shall be placed on the construction site at the location(s) shown on the Contract Plans, and as directed by the Engineer. The vertical surface of the barriers to be exposed to the moving traffic, shall be painted with white latex paint prior to the initial installation. The barriers shall be painted every six months after the initial placement if left at the same location and shall also be painted before the Winter shut down in the Fall. Workmen or equipment movements shall not be allowed to traverse between the barricaded areas and the travel lanes, except as approved by the Engineer. However, after obtaining the approval, adequate number of flaggers shall be provided to safeguard workmen and traffic, in advance of, and at the point where the barrier is opened.

Warning lights, reflectors, and other traffic protective devices shall be placed in accordance with the DE MUTCD (Delaware Manual on Uniform Traffic Control Devices) (latest edition with all revisions made up to the date of Advertisement of this project) and as directed by the Engineer. Payment for these traffic protective devices shall be made under the applicable bid items elsewhere on this Contract. The pinning of each barrier section shall consist of 4 - #5 bars of 2' 6" length spaced 3' apart. The bars shall be inserted through the toe of barrier along the traffic side. The top of bar shall be flush with the surface of this barrier. A minimum of 2' embedment of each bar into the ground is required.

Method of Measurement and Basis of Payment:

The measurement of the item shall be made along the centerline of the barrier as the number of linear feet and payment shall be made at the Contract unit price per linear foot bid for the item "Furnish and Maintain Pinned Portable P.C.C. Safety Barrier, Single Face" and "Furnish and Maintain Pinned Portable P.C.C. Safety Barrier, Double Face", which price and payment shall constitute full compensation for furnishing, placing, pinning, painting, and maintaining, for all labor, equipment, tools, and incidentals necessary to complete the work. Furnishing and Maintaining of Pinned Portable P.C.C. Barrier End Section, and/or Curved Sections if required and specified on the Plans, shall be treated as Item 720620 and 720636 for measurement and payment and other requirements.

3/29/2019

- 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

744529 – P.C.C. BARRIER, JUNCTION WELL

Description:

This work consists of furnishing junction wells (located in P.C.C. Barrier sections) of the sizes and types shown on the plans.

Materials and Construction Methods:

Junction boxes (or pull boxes) shall be rated NEMA 4X. The cover shall be of the same material as the box, fastened with stainless steel screws, and rain-tight.

Furnish grounding lugs that are UL listed and approved for copper wire. Use stainless steel for both inside and outside mechanical connections to the junction box.

Conduit knockouts shall be made in the junction box by an approved method. Each conduit entrance shall accommodate the nominal outside diameter of the conduit specified on the plans. All conduits are to be secured to the junction box using washers, locknuts, and bushings. A drain pipe with outlet to free air shall be installed in the junction box as detailed on the plans.

Method of Measurement:

The quantity of P.C.C. Barrier, Junction Well will be measured as the actual number of junction boxes of the size specified furnished and accepted under the terms of this Contract.

Basis of Payment:

The quantity of P.C.C. Barrier, Junction Well will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for all materials, including box, cover, gasket, drain pipes, cover screws, grounding lugs, necessary fittings and hardware, and all incidentals to the satisfaction of the Engineer.

Installation of P.C.C. Barrier, Junction Well will be incidental to the pertinent concrete or barrier wall item.

9/7/06

- 745500 - GALVANIZED CONDUIT IN/ON STRUCTURE, 1 (25 mm)**
- 745501 - GALVANIZED CONDUIT IN/ON STRUCTURE, 1 1/2 (38 mm)**
- 745502 - GALVANIZED CONDUIT IN/ON STRUCTURE, 2 1/2 (63 mm)**
- 745505 - GALVANIZED CONDUIT IN/ON STRUCTURE, 3 (75 mm)**
- 745506 - GALVANIZED CONDUIT IN/ON STRUCTURE, 2 (50 mm)**
- 745516 - GALVANIZED CONDUIT IN/ON STRUCTURE, 4 (100 mm)**

Description:

This work consists of furnishing all materials and installing rigid galvanized steel conduits of the specified size(s) in/on structures in accordance with the notes and details on the Plans and as directed by the Engineer.

Materials:

The materials shall conform to the requirements of Subsection 745.02 of the Standard Specifications.

Construction Methods:

Install conduit in accordance with the details shown on the Plans, with conduit connections made as required in Subsection 745.03.

Method of Measurement:

The quantity of galvanized conduit will be measured in linear feet (meters) of conduit, complete in place and accepted. Measurement will be made along the conduit.

Basis of Payment:

The quantity of galvanized conduit will be paid for at the Contract unit price per linear foot (meter) for the size used. Price and payment will constitute full compensation for furnishing and installing the conduit and hangers and all materials, labor, equipment, tools and incidentals necessary, including coupling for attachment of conduit, to complete the work.

8/15/05

- 745602 - FURNISH & INSTALL UP TO 4" SCHEDULE 80 HDPE CONDUIT (BORE)**
- 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)**
- 745610 - FURNISH & INSTALL UP TO 4" NONMETALLIC POLE RISER SHIELD**

Description:

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

Materials:

All conduits shall be UL listed.

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

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

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

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

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

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

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

Condulets for conduit sizes - material shall match the adjoining conduit

Anchors - A 307, Galvanized per A 153

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

End caps - material shall match the adjoining conduit

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

Construction Methods:

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

Conduit installed underground shall be installed in a straight line between terminal points. In straight runs, junction well spacing shall be no more than 600 feet for fiber optic conduit or no more than

300 feet for copper in conduit, or as directed by the Engineer. If bends are required during installation, they must be manufactured sweeping bends. The Engineer will be consulted before any bends are installed to ensure that the proper arc is provided.

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

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

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

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

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

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

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

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

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

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

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

Installation Of Conduit Under Existing Pavement, Directional Bore -

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

Installation Of Conduit Under Existing Pavement, Open Cut -

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

Installation Of Conduit Under Existing Pavement, Unpaved Trench -

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

Installation Of Conduit On Structure -

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

Installation of Nonmetallic Riser Shield or Flexible Metallic Liquidtight Conduit -

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

Method of Measurement:

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

The length of each conduit installed under existing pavement by a directional bore or by open cutting the pavement shall be measured along the path of the bore or open cut, from the point that cannot be trenched to the point that trenching can resume.

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

Basis of Payment:

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

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

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

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

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

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

2/29/12

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

Description:

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

Materials and Construction Methods:

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

Lighting standards shall meet or exceed the requirements of the latest edition of AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals" based on 90 mph (145 km/hr) wind loads, luminaire weight of 70 lb (32 kg) and luminaire projected area of 3 ft² (0.3m²). Computations confirming conformance with AASHTO Specifications, with the year of the edition specified, shall be submitted to the Delaware Department of Transportation.

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

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

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

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

New aluminum lighting standards shall consist of a tapered aluminum shaft having a base welded to the lower end. The pole shaft, pole extensions, and davit arms shall each be spun from one piece of seamless tubing, the strut and arm plates shall be extruded, all of which conform to the requirements of ASTM B221 aluminum alloy 6063-T6. The shaft shall have no circumferential welds, except at the lower end joining the shaft to the base and shall conform to the dimensions listed in the chart below. The shaft shall contain an internal vibration dampening device positioned approximately 2/3 the height of the pole. The top of the lighting standard shaft shall be drilled for two 1/2" (13 mm) lockbolts to secure the davit bracket to the lighting standard shaft. If the pole is not placed on a transformer base, it will have one 3" x 5" (75 mm x 125 mm) handhole which after pole is set should face so that maintainer may view oncoming traffic.

HEIGHT OF POLE	DAVIT ARM LENGTH	OUTER DIAMETER	WALL THICKNESS
30' (9 m)	10' (3.0 m)	10" (250 mm)	0.156" (3.96 mm)
	12' (3.6 m)	10" (250 mm)	0.156" (3.96 mm)
	15' (4.6 m)	10" (250 mm)	0.156" (3.96 mm)
	20' (6.1 m)	10" (250 mm)	0.156" (3.96 mm)
35' (10.5 m)	10' (3.0 m)	10" (250 mm)	0.156" (3.96 mm)
	12' (3.6 m)	10" (250 mm)	0.156" (3.96 mm)
	15' (4.6 m)	10" (250 mm)	0.156" (3.96 mm)
	20' (6.1 m)	10" (250 mm)	0.188" (4.78 mm)
40' (12 m)	10' (3.0 m)	10" (250 mm)	0.188" (4.78 mm)
	12' (3.6 m)	10" (250 mm)	0.188" (4.78 mm)
	15' (4.6 m)	10" (250 mm)	0.188" (4.78 mm)
	20' (6.1 m)	10" (250 mm)	0.219" (5.56 mm)
45' (13.5 m)	10' (3.0 m)	10" (250 mm)	0.188" (4.78 mm)
	12' (3.6 m)	10" (250 mm)	0.188" (4.78 mm)
	15' (4.6 m)	10" (250 mm)	0.188" (4.78 mm)
	20' (6.1 m)	10" (250 mm)	0.250" (6.35 mm)

Bracket arms shall be of the davit type consisting of an aluminum shaft having the outer diameter and wall thickness as listed in the table above. The davit arm shall be designed to slip over the top of the lighting standard shaft for a distance of at least 12" (300 mm). The luminaire end of the davit arm shall be fitted with a 2" (50 mm) NPS aluminum pipe not less than 6" (150 mm) long. The height of the lighting standards will be determined by the Contractor to provide a nominal mounting height as shown on the Plans. The length of the davit arm will be as shown on the Plans or 12' (3.6 m) if not specified elsewhere. Davit arm less than 10' (3.0 m) long shall not be used without written permission from the Chief Traffic Engineer.

Each lighting standard shall be provided with a permanent tag which shall be 2" x 4" (50 mm by 100 mm) fabricated from clear anodized 1/16" (1.6 mm) thick aluminum. The edge shall be smooth and corners rounded and the tag shall be curved to fit the light standard shaft. Tags shall be secured to shafts by means of four (4) 1/8" (3 mm) diameter 18-8 stainless steel round head drive screws of self-tapping screws. The embossed identifying letters and/or numerals shall be not less than 3/4" (19 mm) high with stroke of not less than 3/16" (4.8 mm). Identifying letters and/or numerals shall be designated on the Plans.

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

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

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

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

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

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

The luminaire shall have a 2 bolt slipfitting suitable for mounting on 1/2" to 2" (13 mm to 50 mm) pipe. The luminaire shall be designed with a leveling pad and capable of being adjusted ± 5 degrees for proper leveling.

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

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

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

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

No luminaire shall be installed until the lamp socket position has been inspected and approved by the Engineer. If no light distribution pattern is given the socket position shall produce a light pattern as indicated on the Plans, then type III as designated in the specification for the luminaire. All luminaires shall be adjusted up or down on the slipfitter to provide maximum light on the roadway to be lighted. The connections between the luminaire and service cable shall be made with a connector kit using #10 AWG single wire. Installation of the connector kit shall be in accordance with the manufacturers recommendations.

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

STANDARD MATERIALS

LUMINAIRE 400 Watt High Pressure Sodium Roadway, with Photo Cell Receptacle and Field Replaceable 9110-60-25 Regulated Multi-voltage Ballast, Type III Light Pattern, or as shown on Plans, 1

1/2" - 2" (38 mm - 50 mm) Slipfitter

Cooper/Crouse Hinds OVY Swing-down
GE M-400A Power/Door

Cat. #OVY40SWW3ET4
Cat. #M4AR40S0A2GMN32

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

Cooper/Crouse-Hinds OVY Swing-down
GE M-250 A2 Power/Door

Cat. #OVY25SWW3ET4
Cat. #M2AR25S0A2GMS32

LUMINAIRE 100 Watt High Pressure Sodium Roadway, with Photo Cell Receptacle and Field Replaceable 9110-60-27 120V Regulator Ballast, Type II Light Pattern, or as shown on Plans, 1 1/4" - 2" (32 mm - 50 mm) Slipfitter

Cooper/Crouse-Hinds OVX Swing-down
GE M-250A2 Power/Door

Cat. #OVX10SK22ET4
Cat. #M24R10S1M1AMS21

LUMINAIRE 70 Watt High Pressure Sodium Alley/Security, 120V with Normal Power Factor Ballast, Photo Cell, 9110-60-28 Lamp and Type II Acrylic Lens for Mounting on 1 1/4" - 2" (32 mm or 50 mm) Bracket (Not Included)

Cooper/Crouse Hinds RMA
(Specify Less Bracket w/Type II Lens)
GE Type 201 SA
(Specify Less Bracket w/Type II Lens)

Cat. #RMA70SR222LV5
Cat. #SAM07S1N5S4LV5ALC

LUMINAIRE 70 Watt High Pressure Sodium Black Colonial, with 120V Photo Cell Receptacle, 120V Reactor 9110-69-34 Ballast, Type III Acrylic Lens, Black Finish with 3" (75 mm) Slipfitter

Cooper/Crouse-Hinds
GE TC 100
ITT American Rev.

Cat. #LXF70SR2334
Cat. #T10R07S1N2AMS3BL
Cat. #47-570E3-6

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

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

Method of Measurement:

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

Basis of Payment:

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

6/25/13

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

746669 - LUMINAIRE (HPS) 150 WATT

Description:

This work consists of furnishing and installing Type A and Type B 150 watt high pressure sodium fixtures on poles, in accordance with these specifications and as shown on the Plans.

Materials:

The complete Type A or Type B luminaire shall be a 150 watt high pressure sodium type powered from a nominal 240 or 277 volt, 60 hertz source. The luminaire shall have a heavy-duty die-cast aluminum housing with an electrocoat gray finish and a hinged and removable door assembly with a heat/impact resistant glass prismatic lens. The luminaire shall be provided with internal two-inch slipfitter mounting and photocell control. The ballast shall be a multi-tap (120/208/240/277 volt) auto-regulating type, capable of starting and operating the lamp down to temperatures of 78 F (28 C). The optical assembly shall be sealed with a perimeter gasket and activated charcoal filter.

The Type A fixture shall have medium, semi-cutoff NEMA Type 3 distribution and shall be General Electric Catalog Number M4AR-25-S-0-M-2-G-MS3-2, Lithonia Lighting CHLD-250S-R3-DLG-TB-MRB-PEU-CF or approved equal.

The Type B fixture shall have medium, non-cutoff NEMA Type 4 distribution and shall be General Electric Catalog Number M4AR-25-S-0-M-2-G-MN4-2-F or Holophane Vector Model No. HL2A250HPMTKGR-PR or approved equal.

Method of Measurement:

The quantity of 150 watt (HPS) luminaires will be measured as the actual number of luminaires provided complete in place and accepted.

Basis of Payment:

The quantity of 150 watt (HPS) luminaires will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for furnishing all materials, and for all labor, tools, equipment, and incidentals necessary to complete the item installation.

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 4
746851 - POLE BASE, TYPE 5
746852 - POLE BASE, TYPE 6

Description:

This work consists of constructing and furnishing round or square pole bases Types 1, 2, 2A, 2B, 3, 3A, 3B, 4, 5, and 6 for poles in accordance with the Standard Construction Details and at locations as directed by the Engineer.

Materials:

The concrete for pole bases shall conform to Section 812, Class B.

Bar reinforcement shall meet the requirements of Section 603 Grade 60.

Ground rods shall be copper clad, approved by the Underwriter's Laboratory and be supplied with approved clamps for connecting the grounding conductor to the rod.

Conduit for sweeps shall meet the requirements for galvanized rigid steel conduit in Section 745.

Anchor bolts will be supplied by the same entity that supplies the poles. This is the case for all poles base types, with the exception of Type 4. For Type 4, drop-ins are used for breakaway and the Contractor will supply the anchor bolts for Type 4. The anchor bolts and nuts for Types 5 and 6 shall not be hot-dipped galvanized and these anchor bolts and nuts shall meet the requirements of AASHTO M 314. Anchor bolts shall have a minimum yield strength of 55,000 psi (380,000 kPa).

Construction Methods:

The bases shall conform to the dimensions as indicated on the Standard Construction Details. A ground rod shall be installed as shown. A minimum of 8 feet (2.5 m) of the ground rod must be driven into undisturbed soil.

If a utility or a right-of-way conflict is found when a Type 2 or Type 3 base is specified in the Plans, an alternate base of equivalent strength may be used as directed by the Engineer. A Type 2 base has two equivalents, namely Types 2A and 2B. A Type 3 base has two equivalents, namely Types 3A and 3B.

Though the contract calls for the use of a round pole base, the Contractor may use a square base at its discretion.

The end of the conduit sweeps in the ground shall be extended outside the concrete and any forms or sheeting by 12 inches (300 mm) and capped or connected to the existing conduit. If the conduit is to be capped underground for future use, it must be sealed with a galvanized threaded conduit plug. Tape is NOT an approved conduit plug. The location of the conduits shall be marked on the base with arrows drawn in the wet concrete within 6 inches (150 mm) of the outer edge.

Excavation for the pole bases may not exceed the dimension of the foundation by more than 12 inches (300 mm) in any one direction. If a form is used in the excavation more than 18 inches (450 mm) below the ground surface, it is necessary that the area between the form and excavation be filled with Borrow Type C and tamped on all sides in continuous, horizontal layers not to exceed 68 inches (200150

mm) in depth, loose measurement.

Where a pole base is to be placed in existing concrete pavement such as a sidewalk, the concrete shall be saw cut in a square pattern or removed to the nearest joint. In other pavement material, a round hole may be cut using an appropriate tool. Any damage to the existing pavement shall be repaired at the Contractor's expense and shall meet the approval of the Engineer. Any removal or replacement of any type of pavement under this item shall be an incidental cost to this item.

The bases shall be edged and have a broom finish.

Where water or highly unstable material is encountered during the excavation for the pole base, pole base sheeting may be required and the following steps shall apply:

1. The condition exists in the upper half of the excavation. Stop all work until the Bridge Design Section reviews the condition.
2. The condition exists below the upper half of the excavation:
 - a. For a proposed Type 4 Base, increase the depth to 4 feet (1.2 m).
 - b. For a proposed Type 5 Base, substitute a Type 1 Base.
 - c. For a proposed Type 1, 2, or 3 Pole Base, substitute a Type 3A Pole Base for all but a Type 3B Pole Base. The depth of the base shall be as determined in (e) below, or 9 feet (2.7 m), whichever is greater.
 - d. For a proposed Type 6 Pole Base, substitute a Type 2 Pole base and increase the depth in accordance with (e) below.
 - e. Determine the depth of the base, which would be in the unsatisfactory area. Multiply that depth by 0.7 and add the result to the original required depth of the base to obtain the final depth of the base. The reinforcing bars shall be extended using the required pattern to match the final depth in accordance with the requirements of Section 603.07 of the Standard Specifications.

Method of Measurement:

The quantity of pole bases will be measured as the actual number of bases constructed, complete in place and accepted. Concrete, excavation and backfilling around the base, ground rods, and the two conduit sweeps in the base are included in this item.

Furnishing Borrow Type C backfill material will be measured and paid for separately by the cubic yard (cubic meter).

Payment for any additional sweeps shall be paid for separately under the appropriate conduit items. The Contractor's use of square base rather than a specified round base shall not result in any additional cost to the Department.

Basis of Payment:

Borrow Type C will be paid for under Section 210. No payment for Borrow Type C backfill material placed outside of the vertical plans located 18" (450 mm) outside of the neat line perimeter of the vertical face of the pole base foundation.

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.

747507 – LIGHTING CONTROL CENTER – 60A
747508 - LIGHTING CONTROL CENTER – 100A

Description:

This work consists of providing and installing load center cabinets with pad with all necessary conduits, underground facilities, equipment, and wiring as indicated on the Plans or as directed by the Engineer.

Materials:

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

Galvanized steel conduits and fittings shall be as specified under Section 745 of the Standard Specifications.

Meter Pan for 120/240 Volt, single phase, 3 wire service meeting the requirements of the utility company

Ground Rod shall be sectional, copper-clad 3/4 DIA by 10 feet long.

Service wire between the disconnect and the meter pan and between meter pan and the utility company shall be sized for 100 amp service (minimum) and meet utility company requirements.

Service conduit - Provide 2" rigid galvanized steel conduit from meter pan to nearest utility facility as indicated on plan or directed by the Engineer. Conduit will include mounting to utility pole and weather head. Installation is to meet utility company requirements.

60 Amp Lighting Control Center

Use of the 60 Amp Lighting Control Center is limited installations with six (6) or less luminaires at the given location.

Meter Pan and Disconnect shall be mounted on a 0.125" thick (minimum) aluminum or stainless steel backplate. The backplate shall be adequately sized to mount the equipment such that the meter pan and disconnect housing do not extend beyond the plate. Mount equipment utilizing stainless steel hardware. Equipment shall be able to be removed without removing the backplate from the posts.

The plate shall be bolted to two (2)- 4"x4" pressure treated wood post. Use four (4)- 1/4" stainless steel bolts. Posts shall be place flush with each end of the plate and shall have two (2) bolts each. The post shall extend three feet below finished grade and shall extend to be flush with the top of the backplate. The bottom edge of the equipment shall be three (3) feet above finished grade.

When placed with in a clear zone of the roadway posts shall have a 1" hole drilled perpendicular to the direction of traffic. The hole shall be no higher than four inches above finished grade or as directed by the Engineer.

Conduit – Provide a two inch conduit between the meter pan and disconnect. The conduit shall be straight with no bends, elbows, or condulets.

Lighting Disconnect – Provide fused heavy duty enclosed safety switch disconnect. Disconnect shall be 100 Amp, 2 pole, rated for 120/240 volt service. Disconnect shall be service entrance rated. Provide 2 sets of 60 Amp Class H Fuses, one set installed and one set in box as spares. Disconnect enclosure shall be NEMA 3R rated. Provide Neutral and Ground bus bar assemblies as necessary to make for a complete installation.

Photocell control shall be integral to each installed luminaire.

100 Amp Lighting Control Center

Cabinet

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 Fed. Spec. QQA-250/8.

Main Disconnect - Provide a 100 AT/AF, 2 pole, molded-case circuit breaker. The circuit breaker shall be service entrance rated. It shall be rated for 120/240 volt single phase, three-wire. It shall have a minimum 10,000 RMS symmetrical ampere short circuit current rating. The circuit breaker shall be UL listed and comply with NEMA Standards and Federal Specification W-C-375B.

The main disconnect shall be separately enclosed external to the service cabinet. The main disconnect Enclosure shall be NEMA 3R rated.

Panelboards shall be rated for 120/240 volt single phase, three-wire operation. The panel board shall be UL listed and have a minimum of 100 amp rated main busses and main lugs only. It shall have a minimum of 12 spaces for branch circuit breakers. It shall have a minimum 10,000 RMS symmetrical ampere short circuit current rating. It shall conform to Federal Specification W-P-115C, Type 1, Class 1.

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

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

Branch Circuit Breakers

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

Lighting Contactor, Photocell and override control

Provide a central lighting contactor. Lighting contactor shall be two or three pole as required for the given service type. Contacts shall be rated for 100 amps at the given service voltage. Coil shall be rated for 120 volts.

Provide a remote photoelectric light control (photocell) mounted at the top of the closest light standard in the lighting system. Photocell shall be a cadmium-sulphide type with fail-safe in the "on"

position. It shall be enclosed in a weatherproof housing, not susceptible to distortion, discoloration, cracking or crazing. It shall include pole mounting hardware and be a plug-in, locking type for mounting in a receptacle meeting UL Specification 773. It shall be rated of 1800 VA for ballast type loads and used to energize a contactor. It shall be designed to operate at 105-130 volts and at -20F ambient temperature. It shall have a turn-off time delay to prevent false turn-off due to lightning, stray lighting or flashing lights.

Provide DPST toggle Switch for manual override of photocell control.

Construction Methods:

Service conduit shall be installed in accordance with DelDOT standard specification and utility company requirements.

Wood posts shall be placed within one (1) foot diameter by 3.5 feet deep concrete footing. Where the post will be within the concrete it shall be wrapped with 1/8 inch thick foam sheeting prior to placement of post or concrete. Concrete footing shall extend no greater than 1" above finished grade.

The concrete pad shall be a cast-in-place monolithic slab, with sides formed to a minimum 30" depth below the final ground surface. Concrete shall not be poured until the forming, position of conduits and grounding facilities are approved by the Engineer. Appropriate provisions shall be used to support conduit, grounding facilities and anchor bolts during concrete pouring and curing. All conduits shall be provided with temporary pipe caps during the placement of concrete. A minimum distance of 1" shall be maintained between conduits. Install 2" Conduit for to act a sleeve for the ground rod. The pad will include all conduits within the pad, grounding bushings on conduits coming out of top of pad, and anchor bolts as shown on the contract drawings.

Forms shall not be removed from the concrete pad until twenty-four (24) hours after the concrete has been poured and the pad is to be kept moist for a period of seven (7) days after pouring. The concrete surface shall be level and have a broom finish.

All excavation material shall be stockpiled on the site until backfilling has been completed. Backfill may be placed after the first 24 hours and is to be accomplished in 6" layers, with each lift mechanically tamped. All excess material is to be removed and used elsewhere on the project as approved by the Engineer.

Cabinets shall be installed on the concrete pad using the method of attachment as noted on the Plan details.

Electrical equipment shall be installed as indicated on the plans.

Method of Measurement:

The quantity of load centers will be measured as the actual number of load centers, each consisting of the cabinets, all equipment, conduit and wiring, complete in place, operational and accepted.

Basis of Payment:

The quantity of load centers will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for furnishing all materials, excavation and backfilling for the pad or footing, excavation and backfilling for service conduit and for all labor, equipment, tools and incidentals necessary to complete the item.

08/02/05

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 μ m) minimum wet film thickness, and immediately dressed with large reflective glass spheres (Federal Spec. Type 4) at a rate of 12 lb/gal (1.4 kg/l) of epoxy pavement marking materials, immediately followed by a second drop of AASHTO M-247 Type 1 glass spheres applied at a rate of 12 lb/gal (1.4 kg/L) of epoxy pavement marking material, shall exhibit a no-track condition in 15 minutes or less (ASTM D711). A Bird Applicator or any other doctor blade shall be used to produce a uniform film thickness.
- d. Drying Time (Field). When installed at a minimum wet film thickness of 20+1 mils (500 or 625 μ m) 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 [$0.125" \pm 0.010"$ (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 $1" \pm 0.002"$ ($25 \text{ mm} \pm 0.05 \text{ mm}$).

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

Type 4 Large Spheres

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

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

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

C. Black Epoxy Contrast Markings

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

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

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

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

D. Black Aggregate

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

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

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

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

E. Packaging and Shipment

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

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

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

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

Epoxy Application Equipment:

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

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

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

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

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

1. The applicator shall provide individual material reservoirs, or space, for the storage of Part A and Part B of the epoxy resin composition; for the storage of water; and for the storage of reflective glass spheres.

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

Construction Details.

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

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

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

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

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

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

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

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

Surface cleaning and preparation work shall be performed only in the area of the epoxy markings application.

At the time of application all pavement surfaces and existing durable markings shall be free of oil, dirt, dust, grease and similar foreign materials. The cost of cleaning these contaminants shall be included in the bid price of this item. Also, the item shall include the cost of removal of the curing component in the area of the epoxy markings application, if concrete curing compounds on new portland cement concrete surfaces have been used. Waterblasting will not be permitted for removal.

- D. Application of White/Yellow Epoxy Reflectorized Pavement Markings: White/yellow epoxy reflectorized pavement markings shall be placed at the widths and patterns designated on the Contract Plans.

Markings operations shall not begin until applicable surface preparation work is completed, and approved by the Engineer.

White/yellow epoxy pavement markings shall be applied at a minimum uniform thickness of 20 mils (500 μm) on all Portland cement concrete and bituminous concrete pavement, including Stone Matrix Asphalt.

Large reflective glass spheres (Federal Spec. Type 4) shall be applied at the rate of 12 pounds per gallon (1.4 kg/L) of epoxy pavement marking material, immediately followed by a second drop of AASHTO M-247 Type 1 glass spheres applied at a rate of 12 pounds per gallon (1.4 kg/L) of epoxy pavement marking material. Glass spheres shall uniformly cover the length and width of the pavement marking.

- E. Application of Black Epoxy Contrast Pavement Markings: Black epoxy contrast pavement markings shall be placed at the widths designated on the Contract Plans.

Markings operations shall not begin until applicable surface preparation work is completed, and approved by the Engineer.

Black epoxy contrast pavement markings shall be applied at a minimum uniform thickness of 20 mils (500 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 - All edge lines on Portland cement concrete pavements shall have a base of black contrast markings which is 4 inches (100 mm) wider than the reflective white or yellow marking. The black contrast marking is to be applied first with a single drop of graded black aggregate. Once it has cured sufficiently so as not to track, the reflectorized white or yellow line is to be applied on top of it. The reflective line is to be centered along the black contrast line such that a minimum of 2 inches (50 mm) of black contrast marking is visible on either side of the reflective marking.

- F. Defective Epoxy Pavement Markings: Epoxy reflectorized pavement markings, which after application and curing are determined by the Engineer to be defective and not in conformance with this specification, shall be repaired. Repair of defective markings shall be the responsibility of the Contractor and shall be performed to the satisfaction of the Engineer as follows:

1. Insufficient film thickness [(less than 20 \pm 1 mils (500 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+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.

2/14/12

748530 - REMOVAL OF PAVEMENT STRIPING

Description:

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

Materials and Construction Methods:

Paint and Epoxy Resins:

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

Alkyd Thermoplastic:

In addition to the removal techniques discussed for paint and epoxy, 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

749687 – INSTALLATION OR REMOVAL OF TRAFFIC SIGN ON SINGLE SIGN POST

Description:

This work consists of installing or removing traffic sign(s) on a single post at the locations indicated on the Plans or as directed by the Engineer. This specification also includes installation of posts in boring holes constructed under other items.

A single sign totaling more than 9 square feet, or with any dimension, length or width, greater than or equal to 48 inches shall be installed on multiple sign posts under Item 749690 – Installation or Removal of Traffic Sign on Multiple Sign Posts.

Materials:

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

Method of Measurement:

The number of single sign installations or removals will be measured as the actual number of sign posts installed or removed and accepted.

Basis of Payment:

The quantity of single sign post installations or removals will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for installing or removing signs and sign materials, pick-up and delivery of sign materials, grading disturbed areas, and for all labor, equipment, tools, and incidentals required to complete the work. Signs that are not installed in accordance with the DeIDOT MUTCD or signs installed in the incorrect location shall be moved at no additional cost to the Department.

2/2/11

749688 - INSTALLATION OF 4" DIAMETER HOLE, LESS THAN OR EQUAL TO 6" IN DEPTH

749689 - INSTALLATION OF 4" DIAMETER HOLE, GREATER THAN 6" IN DEPTH

Description:

This work consists of boring a hole 4" in diameter averaging 6" in depth into bituminous concrete or P.C.C. surfaces for installing single or multiple sign posts at the locations indicated on the Plans or as directed by an Engineer.

Materials:

The Contractor shall provide the equipment necessary to bore a 4" hole into paved surfaces, while maintaining the stability of the surrounding paved or P.C.C. surfaces. The depth of the bored hole shall be to the top of the subbase material.

Construction Methods:

The holes shall be bored into pavement or P.C.C. islands, medians, or sidewalk using a mechanical hole borer for such work or other methods approved by the Engineer. The hole shall be 4" in diameter. Holes bigger or smaller than 4" shall be corrected at the Contractor's expense.

Method of Measurement:

The number of 4" holes in diameter bored will be measured as the actual number of holes bored and accepted.

Basis of Payment:

The quantity of holes bored as required above will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for boring holes at the required depth, and for all labor, equipment, tools, and incidentals required to complete the work.

Note:

The cost for installing holes and PVC sleeves for sign posts in newly constructed P.C.C. islands, medians, or sidewalks shall be incidental to the P.C.C. item.

3/23/09

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, (2-1) 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.

8/15/17

763522 - COAST GUARD SPECIFIC CONDITIONS

Description:

The Contractor shall prosecute his work in accordance with the specific requirements imposed by this Special Provision.

Under this item the contractor will be required to:

1. Prepare and furnish three copies of a plan and schedule for his operations within the waterway, for submission to Commander (AOWB), 5th Coast Guard District, 431 Crawford St., Portsmouth, VA 23704 for approval. The Contractor shall comply with all provisions of the Inland Rules of the Road. The Contractor shall give written notice to the Coast Guard of any planned temporary obstruction to the waterway navigation as well as copies of the plan and schedule of operations at least 30 days in advance of commencement of the work.

The plan and schedule of operations within the waterway shall include:

- (a) A sketch of the waterway indicating:
 - (1) Locations of all restrictions that will be placed in the waterway, such as barges, anchors and anchor lines.
 - (2) The location and height above high mean water of any scaffolding or netting.
 - (b) A projected set of dates and length of time each operation will take, hours of each operation and whether or not the equipment will be removed at night.
2. Give immediate notice to the Coast Guard and to the Department, of any material, machinery or equipment lost, dumped, thrown overboard, sunk or misplaced during the progress of the work. The Contractor must remove the object with utmost dispatch. Until removal can be effected, the object or objects shall be properly marked in order to protect navigation. Notices to the Coast Guard and to the Department shall give a description and location of any such object and the action taken or being taken to protect navigation.
 3. Furnish and install temporary obstruction lights as may be required by his operation and his permanent construction under this contract. Each temporary light shall consist of battery or power operated slow flashing amber light less than 60 flashes per minutes and visible for a range of 4 nautical miles on 90% of the nights of the year. Generally a lamp of 20 candle power will meet these requirements. If necessary to obtain the coverage required, a light or lights on the upstream and downstream sides shall be installed. Bridge piers shall be so marked until the construction has been completed and permanent navigational lights have been installed and determined to be operating satisfactorily. Four copies of Plans showing the proposed temporary lights during construction shall be submitted to the Coast Guard for approval before work is commenced. Deviations from the prescribed temporary lights during periods of construction will be permitted only upon written Coast Guard approval.

In the event the Contractor fails to comply with these foregoing requirements and the Federal Government is required to take action in this matter for the protection of navigation, the Department reserves the right to recover costs for such work from the Contractor.

The Federal Government and the Department assume no responsibility for any damage sustained or caused by the Contractor's plant, equipment or barges being anchored or moored at the aforementioned location and approval by either agency shall not act as a waiver of liability for any damage that may result from the Contractor's operation.

The Contractor shall maintain the temporary obstruction lights on permanent construction until permanent navigational lights have been installed and made operable in accordance with the

Coast Guard requirements.

Basis of Payment:

All work and the Contractor's costs in every respect for compliance with the specific conditions imposed by the Coast Guard Commandant and specific under this item, together with the maintenance and removal of the temporary obstruction lights, and all else in connection therewith and incidental thereto which is not provided for under any stipulated pay item "Coast Guard Specific Conditions", which price and payment shall constitute full compensation for furnishing and installing all materials as described herein.

11/17/15

763620 - PROTECTION OF EXISTING UTILITIES BY CONTRACTOR

Description:

This item shall consist of furnishing all labor, materials, tools and equipment to monitor subsurface soil conditions around the existing seventy-two (72) inch Christina River Force Main (CRFM) concrete sewer pipe shown in the Plans. The work shall also include taking all necessary precautions to protect the utility against adverse impacts associated with equipment loads, ground settlement and vibrations as a result of the planned construction activities, including, but not limited to, the construction of any temporary works over and/or adjacent to the CRFM.

- Note that the structural integrity of the CRFM sewer pipe is unknown.
- Prior to the start of construction or utility relocation activities, the contractor is required to locate the 72-inch CRFM via hand digging and soft digging methods such as vacuum excavation.

At a minimum, three (3) multipoint borehole extensometers, three (3) piezometers (vibrating wire type) and three (3) inclinometers shall be installed on each side of the CRFM and within three (3) feet from the edge boundaries of the CRFM, and three (3) seismographs, to monitor the effects from the planned construction activities. See Suggested Plan for CRFM Monitoring. The instrument locations illustrated in the schematic are for the Contractor's guidance in preparing the monitoring plan; the Contractor shall select the actual locations and depths. The readings from these instruments will be considered as the readings at the location of the CRFM, and judgements for stop work will be solely based on the readings from these instruments.

Definitions:

- A. Frequency of Monitoring: The number of readings obtained from a geotechnical instrument with respect to time, defined in Table 1.
- B. Geotechnical Instruments: Devices measuring ground movements in the vicinity of existing CRFM adjacent to the planned elevated bridge structures. Instruments include measurement devices and appurtenant equipment, probes, sensors, cables, readout devices, and data loggers; including ancillary facilities required for their operation, such as boreholes, casings, housings, and covers.
- C. Inclinometer: Probe lowered within a specially grooved casing to monitor horizontal ground displacements relative to a fixed position at the bottom of the casing or borehole.
- D. Multiple Position Borehole Extensometer (MPBX): Device for monitoring the changing distance between anchor points in a borehole and a reference head at the borehole collar.
- E. Seismograph: Instrument that makes a record of seismic waves caused by a ground-shaking phenomenon or vibration event and translates the record into a PPV estimate.
- F. Peak Particle Velocity (PPV): The maximum recorded particle velocity from any one of the three axes of movement (vertical [Vv], horizontal [Vh], and transverse [Vt]) for a recorded vibration event.
- G. Baseline reading: The first stable reading set obtained after instrument installation, but prior to initiating any planned construction and utility relocation activity within the Limits of Construction, to which all subsequent readings will be compared.
- H. Maximum Level: The "Maximum" level is a maximum permissible geotechnical instrument reading that corresponds to a work stoppage.

I. Vibrating Wire Piezometer: Instrument used for long term monitoring of pore-water pressure.

Quality Assurance:

The Contractor shall provide instrumentation personnel with the qualifications specified herein:

1. Instrumentation personnel shall include a Geotechnical Instrumentation Engineer (GIE) who is a registered Professional Engineer in the State of Delaware. The GIE shall demonstrate at least 10 years of previous successful experience in installation and monitoring of instruments as those specified herein, and supervision of instrumentation monitoring programs similar in magnitude and for relatively similar subsurface conditions. The GIE shall:
 - a. Prepare submittals related to geotechnical instrument installations and monitoring program.
 - b. Prepare detailed step-by step procedures and data flow chart for the recording and reporting of measurements from the geotechnical instruments.
 - c. Be on-site to supervise the installation for each instrument.
 - d. Conduct the pre-installation and post-installation tests to check adequacy and reliability of each instrument prior to and during construction and utility relocation.
 - e. Be available to manage the repair and replacement of damaged instruments.
 - f. Demonstrate the operation of the geotechnical instruments.
 - g. Supervise data collection, reduction, plotting, and reporting, except for survey data.
 - h. Be available to participate in discussions with the County and the Department pertaining to items related to the instrumentation, monitoring systems and data.
 - i. Screen data to ensure validity.
 - j. Be available to manage the repair and replacement of damaged system components.
 - k. Prepare a daily report summarizing all data and provide evaluation of the data and opinion on the movements relative to the maximum threshold limits allowed for the CRFM. Daily report not submitted within 24 hours of the preceding workday will result in immediate work stoppage by the Contractor until the report is submitted to the Department and the County.
2. Registered Land Surveyor in the state of Delaware with experience in measurements of the types and accuracies specified herein. The field survey party chief shall also have experience in survey measurements of the types and accuracies specified herein.

Performance and qualifications of the Contractor's instrumentation personnel including the GIE, Registered Land Surveyor, field survey party chief, and all other field and office personnel shall be subject to the review of the Department and the County. If requested by the Department or the County, the Contractor shall replace, at no additional cost to the Department or the County, any person in these positions who fails to perform their required tasks as defined herein.

The Contractor shall provide new instruments, accompanied with the manufacturer's calibration certification and specifications.

The Contractor shall continuously maintain all geotechnical instruments in proper working condition and within manufacturer's specifications. The Contractor shall immediately repair or replace malfunctioning equipment. All instrumentation readout devices to be periodically tested and recalibrated as recommended and approved by the instrument manufacturer. The GIE shall inspect the instrumentation and system components at bi-weekly intervals to ensure integrity of the monitoring systems or as requested by the Department or the County.

Submittals:

The Contractor shall develop two (2) copies of a documentation package and submit to the Department and the County for review at least two (2) weeks before installation of any geotechnical instrumentation and prior to the preconstruction meeting, containing the following documents:

1. Resumes of GIE, Registered Land Surveyor and field survey party chief, sufficient to define details of relevant site experience.
2. Resumes of other field and office geotechnical instrumentation personnel to be assigned to the project.
3. List of three or more projects of similar size and complexity where the GIE and personnel assigned to this project have successfully performed similar services and analyses within the last three years. The Contractor shall present the following information for each project listed as a reference at, or prior to, the preconstruction meeting:
 - a. Project Name, Location, Project Description, and Completion Date.
 - b. Surface and Subsurface Conditions.
 - c. Type and number of instruments installed.
 - d. Installation equipment and techniques utilized when applicable.
 - e. Provide names, current phone numbers, and current business addresses for the owner/designer, geotechnical consultant, and contract manager.
4. Plan of the proposed geotechnical instrumentation locations. The County will have final approval of the locations.
5. Schematic drawings showing physical locations of all geotechnical instruments relative to the 72-inch CRFM. The County will have final approval of the locations.
6. Manufacturers' product data describing the corresponding instrument to be installed, including requests for consideration of substitutions. Include the factory calibration and manufacturer's equipment certification. All instrumentation materials and instrumentation equipment shall be new.
7. Detailed step-by-step procedure for installation including a sample installation record sheet. The installation procedures shall include:
 - a. Method to be used for cleaning the inside of casing or augers.
 - b. Specifications for proposed grout mixes, including commercial names, proportions of admixtures and water, mixing sequence, mixing methods and duration, pumping methods and tremie pipe type, size and quantity.
 - c. Drill casing or auger type and size.
 - d. Depth increments for backfilling boreholes with sand and granular bentonite.
 - e. Method of sealing joints in pipes to prevent ingress of grout.
 - f. Method for conducting post installation acceptance test.

- g. The installation record shall note any unusual conditions observed during installation.
- h. A schedule indicating the proposed time sequence of instrument installation.
- i. A schedule showing the proposed start date and time for initializing the monitoring program and planned construction and utility relocation activities. Instruments shall be read as required by the **Monitoring Frequencies** section of this specification.
- j. An outline of the daily geotechnical instrumentation report.

Instruments shall be installed, initialized and accepted a minimum of ten (10) days prior to mobilization of construction equipment. Within three (3) working days of installing all instruments, the Contractor shall submit the following documents to the Department and the County for review:

- 1. The installation record sheet for that instrument, including post-installation acceptance test.
- 2. As-built location plan of the surveyed instrument locations.

In order to establish baseline readings, a minimum of seven (7) days of readings shall be obtained at the required frequency as specified in the **Monitoring Frequencies** section, and submitted to the Department and the County for review and approval prior to initiating advanced utility construction and relocation activities. Monitoring shall occur continuous from advanced utility relocation through to the completion of the project. Once work begins, provide a daily geotechnical instrumentation report showing all readings collected at the required frequency of monitoring throughout the duration of the project. Refer to the **Quality Assurance** section item 1.k and the **Data Collection and Reporting** section item 3, for requirements pertaining to the daily report. At the completion of the project, the Contractor must obtain approval in writing from New Castle County before monitoring can be terminated.

Preconstruction Survey:

The preconstruction survey shall take place on site at least three weeks prior to mobilizing any construction equipment or utility relocation and be performed in the presence of the County and the Department or Authorized Representative of each agency. During the preconstruction survey:

- 1. The Contractor shall locate and maintain the boundaries of the existing 72-inch CRFM, including its centerline, clearly marked for the entire length of the utility enclosed within the limits of the Sewer Protection Area shown in the Plans and for the duration of the project.
- 2. The Contractor's GIE shall prepare a stenographic and photographic record of the existing ground conditions within the field located CRFM and installed geotechnical instrumentation. This record shall include measurements, sketches, and photographs. Photographs shall be 8 x 10-inch size and in color.
- 3. The Contractor shall obtain instrumentation readings upon the County and Department's request.

Once the preconstruction survey is completed to the satisfaction of the County and the Department, a notarized statement certifying the date the preconstruction survey was made shall be furnished by the Contractor's GIE to the Engineer. This certification shall include a statement that the preconstruction survey was made in the presence of, and to the satisfaction of the County and the Department.

The Contractor's GIE shall develop a written report of the survey, including the photographs, stenographic records, instrument readings taken in the presence of both the County and the Department, and the official baseline readings of each instrument. At least two (2) copies of the report shall be furnished to the Engineer for review and acceptance by the County and the Department, prior to mobilizing construction equipment to the site. The report shall also include details of the proposed procedures that will be used during construction operations to avoid triggering maximum level readings,

procedures used to direct the construction activities to eliminate the occurrence of damage due to construction activities, and procedures to protect instrumentation during the duration of construction activities.

Materials (Geotechnical Instrumentation):

1. Multiple Position Borehole Extensometers (MPBX):
 - a. Provide MPBX with Vibrating Wire (VW) type Displacement Transducer with an 8-inch range (6-inch for settlement, 2-inch for heave), mechanical and continuous recording with electrical readout devices, and accessories, as manufactured by Geokon, Inc., Roctest, Inc., Slope Indicator Co., or acceptable equivalent.
 - b. Extensometer rods shall be flush-coupled stainless steel encased in PVC pipe. Anchors shall be the mechanical or packer type. Transducers shall be either DCDT or linear potentiometer transducers, with a minimum range of 6 inches for settlement and 2 inches for heave. The head shall include a method for backup mechanical reading concurrent with electrical readings, without disturbing electrical connections or transducers.
 - c. Provide cable from the same commercial source as the extensometers. Cable shall be as specified by the manufacturer of the instrument and shall be a shielded cable with a waterproof jacket.
 - d. Provide electrical readout and other terminal units, from the same commercial source as the extensometers. Readout devices shall consist of an electronic portable readout unit capable of measuring depths to anchor rods to an accuracy of ± 0.001 inch over a range of 8 inches.
 - e. Provide mechanical readout unit, with a calibration standard, from the same commercial source as the extensometers.
 - f. Provide direct burial PVC jacketed-type cabling for remote readouts.
 - g. Each reference head shall be equipped with an instrumentation identification tag that clearly displays the unique instrument number.

2. Inclinerometers:
 - a. Inclinerometer casing shall be 2.75-inch O.D. ABS plastic casing for installation in the ground, internally grooved to receive the inclinometer. Manufacturer shall be Slope Indicator, Roctest, Inc., or acceptable equivalent.
 - b. Manual inclinometer probe shall be a portable inclinometer probe and shall be biaxial consisting of two force balance accelerometers mounted at 90 degrees with a two-foot wheelbase. The probe shall be provided with a pulley from the same manufacturer as the probe.
 - c. Couplings, locking devices, caps and grout shall be the sizes and types as recommended by the manufacturer.

3. Seismographs:
 - a. Provide portable seismographs for monitoring the velocities of ground vibrations resulting from construction activities. Provide Model:
 1. DS-477 Blastmate II as manufactured by InstanTel Inc., Kanata (Ottawa), Ontario, Canada,
 2. VMS-SOO as manufactured by Thomas Instruments Inc.,

3. SSU 2000DK as manufactured by P.R. Berger & Associates,
4. or acceptable equivalent.

The seismographs shall have the following minimum features:

1. Seismic range: 0.01 to 4 inches per second with accuracy of ± 5 percent of the measured peak particle velocity or better at frequencies between 10 Hertz and 100 Hertz, and with a resolution of 0.01 inch per second or less.
 2. Acoustic range: 110 to 140 dB (referenced to 20 micro-Pascals) with an accuracy and resolution of ± 1 dB.
 3. Frequency response (± 3 dB points): 2 to 200 Hertz.
 4. Three channels for vibration monitoring plus a fourth channel for overpressure.
 5. Two power sources: internal rechargeable battery and charger and 115 volts AC. Battery must be capable of supplying power to monitor vibrations continuously for up to 24 hours.
 6. Capable of internal dynamic calibration.
 7. Direct writing to printer and capability to transfer data electronically. Instruments must be capable of producing strip chart recordings of readings on site within 1 hour of obtaining the readings. Provide computer software to perform analysis, produce reports of continuous monitoring, and to perform zero-crossing frequency analyses of waveform data on magnetic disks.
 8. Self-triggering wave form capture mode that provides the following information: plot of wave forms, peak particle velocities, peak overpressure, frequencies of peaks.
 9. Continuous monitoring mode must be capable of recording single-component peak particle velocities, and frequency of peaks with an interval of 1 minute or less.
4. Vibrating Wire Piezometers:
 - a. Provide vibrating wire piezometers as manufactured by Geokon, Inc., RocTest, Inc., Slope Indicator Co., or acceptable equivalent with continuous recording of the pore-water pressure in the soils surrounding the CRFM, to correlate instrumentation movements with tidal fluctuations. Abandon the piezometers in place when no longer needed. Do not pull the piezometers out. Provide data loggers and with vibrating wire interface to allow for continuous reading of the sensors.

Installation of Geotechnical Instruments:

A. General Installation Requirements:

The Contractor's instrumentation personnel shall install instruments that remain fully functional over the duration of the project. Install instruments in accordance with the detailed step-by-step procedures that were submitted and reviewed by the County and the Department. Any component that fails to give reliable readings shall be replaced by the Contractor within two (2) days at no additional cost to the Department or the County.

The Contractor shall notify the Department and the County at least 48 hours prior to installing

each instrument.

All installations shall be monitored by the GIE or authorized representative. As each instrument is installed, an installation record sheet shall be prepared, including appropriate items from the following list:

1. Project name.
2. Contract name and number.
3. Instrument type and number, including readout unit.
4. Planned location in horizontal position (coordinates) and elevation.
5. Planned orientation.
6. Planned lengths and volumes of backfill.
7. Personnel responsible for installation.
8. Plant and equipment used, including diameter and depth of any drill casing or augers used.
9. Date and time of start and completion.
10. Spaces on record sheet for necessary measurements or readings required at hold points during installation to ensure that all previous steps have been followed correctly, including instrument readings made during installation.
11. A log of subsurface data indicating the depths and elevations of strata changes encountered in the borehole. Strata soil nomenclature shall be based on boring logs contained in the Plans.
12. Type of backfill used.
13. As-built location in horizontal position and elevation including:
 - a. Elevation referenced to the NAVD 88 datum, together with the location of the point used for the elevation measurement.
 - b. Survey coordinates for horizontal position shall be referenced to the enclosed limits of the 72-inch CRFM within the project's Limits of Construction centerline station and offset, together with the survey coordinates of the point used for horizontal position measurement.
14. As-built orientation.
15. As-built lengths and volumes of backfill.
16. Result of post installation acceptance test.
17. Weather conditions at the time of installation.
18. A space on record sheet for notes, including problems encountered, delays, unusual features of the installation, and details of any events that may have a bearing on instrument behavior.

Installation procedures for instruments in boreholes shall be such that all steps in the procedure

can be quality assured. Granular bentonite shall be placed in depth increments not exceeding two (2) feet. Volumes of each increment of backfilling with sand shall be small enough such that no bridging occurs. The depth to the top of each increment of sand or granular bentonite shall be checked after placement.

Grout shall be placed using a tremie method with side discharge ports on the tremie pipe. Evidence of grout loss shall be reported immediately.

Prior to installing any instrument through drill casing or augers, all material adhering to the inside of the casing or augers, and all cuttings, shall be removed thoroughly.

Whenever withdrawing drill casing or augers during instrument installation in a borehole, care shall be taken to minimize the length of unsupported borehole and the rate of casing or auger withdrawal. The instrument shall be installed in the borehole in a continuous operation. Partially completed instrument installations shall not be left in unsupported boreholes overnight.

B. Installation of Movement Detection Instruments:

1. Multiple Position Borehole Extensometers (MPBX):

Install Multiple Position Borehole Extensometers and make functional not less than one week before beginning construction or utility relocation. In the presence of the Department and the County or Authorized Representative of each agency, demonstrate that the MPBX is functioning properly.

Assemble reference head, anchor rods and anchors. Upper tips of anchor rods shall be assembled such that they are approximately 2 inches below the fixed readout head surface.

Fix anchors into position within the borehole. The anchor positions shall be within 6 inches of the CRFM invert and crown, or at minimum depths of 4.5 feet below the ground surface for the CRFM crown level readings and 10.5 feet the below ground surface for CRFM invert level readings. Location and depth of each relevant utility shall be field verified prior to the installation of the anchor.

The initial transducer setting shall be such that one quarter of the gage range is available for monitoring compressive movement between anchor and head, and three quarters for monitoring extension.

Prior to installation of electrical transducers, perform pre-installation acceptance test with a gage block.

After extensometer installation, verify that there is no obstruction to the smooth movement of anchor rods within their protective sleeves. Perform post-installation acceptance test, by reading the transducer, to ensure correct functioning.

After completion of installation, establish a baseline reading as specified in the **Submittals** section. Sufficient baseline readings shall be performed to the satisfaction of the County and the Department.

After completion of installation, the as-built survey coordinates for horizontal position shall be determined to an accuracy of ± 0.01 foot and the elevation of the top of the riser pipe to an accuracy of ± 0.01 foot.

2. Inclinerometers:

Install inclinometers to a minimum of 50 feet or deeper to provide fixity for a minimum

of the last 10 feet of the inclinometer casing below ground surface and make functional not less than one week before beginning construction or utility relocation. In the presence of the Department and the County or Authorized Representative of each agency, demonstrate that each inclinometer is functioning properly. After installation, the casing groove spiral shall not exceed one degree per 10 feet of length, the orientation of the grooves at the top of the casing shall be within 10 degrees of the planned orientation, and no part of the casing shall deviate from vertical by more than 4 percent of the depth to that part.

Install in borehole of adequate size for inclinometer casing installation.

One set of grooves, defined as the A-axis, shall be oriented perpendicular to the utility. Casing groove orientation shall be maintained throughout installation.

After completion of installation, a post-installation acceptance test shall be performed to verify that there is no grout in the inclinometer casing, that groove orientation and verticality are correct, and that the inclinometer probe tracks correctly in all four orientations.

After completion of installation, establish a baseline reading as specified in the **Submittals** section. Sufficient baseline readings shall be performed to the satisfaction of the County and the Department.

After completion of installation, the as-built survey coordinates for horizontal position shall be determined to an accuracy of ± 0.01 foot and the elevation of the top of the riser pipe to an accuracy of ± 0.01 foot.

3. Vibrating Wire Piezometers:

Install piezometers to a depth level with the top and the bottom of the CRFM pipe and make functional not less than one week before beginning construction or utility relocation. After completion of installation, establish a baseline reading as specified in the **Submittals** section, to account for tidal fluctuations. Sufficient baseline readings shall be performed to the satisfaction of the County and the Department.

4. Installation of Vibration Detection Instruments: Seismographs

The Contractor shall place seismograph at locations indicated on the schematic to monitor ground vibrations. Each seismograph shall be placed over a firm and flat surface, at least 6 inches below the ground surface and at a level that shall sufficiently monitor vibrations at the CRFM. The proposed instrument depths shall be included as part of the documentation package specified in the **Submittals** section. The equipment shall be protected with open ended construction barrel. All gaps between the seismograph and protective barrel shall be carefully backfilled with site soil cuttings.

Baseline background seismograph readings shall be taken as specified in the **Submittals** section, prior to the beginning of construction or utility relocation. Sufficient baseline readings shall be performed to the satisfaction of the County and the Department. Baseline readings shall consist of continuous monitoring of single-component peak particle velocities, which shall be printed on a strip chart. These readings are the stenographic record required during preconstruction survey, which must be included in the preconstruction survey report. During this period, the Contractor shall document all events that are responsible for the measured vibration levels. Particle velocities shall be read with a minimum sensitivity of 0.01 inch/second.

The Contractor shall collect seismograph data at the start of construction activities to establish the maximum energy which can be used without surpassing maximum vibration

levels at the CRFM.

The Contractor shall also monitor vibration during construction. The Contractor shall notify the Department and the County at least 24 hours prior to starting any new operations suspected of being capable of inducing vibration.

After completion of installation, the as-built survey coordinates for horizontal position shall be determined to an accuracy of ± 0.01 foot.

Site Monitoring:

A. 72-inch CRFM

Monitoring shall be performed by the Contractor and shall occur continuous from advanced utility relocation through to the completion of the project.

Vibrations and ground movements shall be monitored in the vicinity of the 72-inch CRFM with the specified geotechnical instruments at the respective Frequency of Monitoring or as determined and agreed upon by the County and the Department. Vibrations and ground movements at the geotechnical instruments resulting from the Contractor’s operations shall be controlled so that the maximum levels are not triggered at any time throughout the planned construction activities.

The Contractor’s proposed plan for the vibration and ground movement monitoring and the report of the preconstruction survey for the utility shall be submitted with two copies to the Department and the County for approval. The plan shall include the type and layout of sensing devices. The proposed methods and plans shall be approved prior to any construction activity. Approval by the County or the Department of the proposed vibration monitoring and preconstruction survey does not relieve the Contractor of any responsibility for damage to the utility that were included or omitted from the Contractor’s GIE monitoring program.

The GIE shall record vibrations and ground movements during all construction operations, or any other activity that may cause excessive ground disturbance to the CRFM. The GIE shall direct the construction activities in order to eliminate triggering maximum levels of reading within the installed geotechnical instrumentation.

When the GIE or the Department or County determines from the data that any construction activity has the potential to adversely affect the CRFM by approaching or reaching the threshold levels of reading, the construction activity operations shall be suspended while corrective action is being taken. The Contractor shall develop a corrective action plan that illustrates how the revised approach will correct violations of the established threshold limits. The corrective action plan must be accepted by the Department and the County prior to resuming construction activities. The instrumentation readings shall continue throughout the entire construction duration.

The Contractor shall keep a daily log of all construction activities within one hundred (100) feet from the outer edge of the CRFM and provide a copy for the Engineer’s records. At a minimum the log shall indicate date, time, weather, equipment, nature of work.

Monitoring Frequencies

Table 1: Monitoring Frequencies	
Designation	Frequency
Multipoint Borehole Extensometer (MPBX)	2-Hr. Interval (12 measurements per day)
Inclinometer (INC-M) – Automated	2-Hr. Interval

Monitoring	(12 measurements per day)
Seismograph (VM) at CRFM	Continuous
Piezometer	2-Hr. Interval (12 measurements per day)

Data Collection and Reporting

1. Following installation, measurements shall be taken and recorded as per Table 1 above.
2. All data collected shall be transmitted wirelessly to a secure server and imported to web-based software including Argus Monitoring Software or equivalent for the following:
 - a. Conversion to imperial units.
 - b. Processing
 - c. Plotting
 - d. Check for Response Level Exceedances.
3. Data reports shall be submitted daily to the Department and the County. If the daily report is not submitted within 24 hours of the preceding workday, Contractor shall stop all work until the daily report is submitted to the Department and the County. Daily reports as a minimum shall include the following:
 - a. Geotechnical Instrumentation Schematic - to show instrument locations
 - b. Plots showing developing trends including electronic files Microsoft EXCEL spreadsheet
 - c. Alarms lines to distinguish exceedances
 - d. Construction Activities - provided by the Contractor
 - e. Maintenance Log
 - f. Assessment of data and assessment of rates and trends of movements relative to allowable maximum movements.

The GIE shall also prepare and submit daily reports during the utility relocation phase.

4. If Response Levels have been reached or exceeded an automated alarm shall be provided to immediately notify the GIE, Contractor, Department and the County via email and text message.
5. The Department and the County shall have login access to the Web-based monitoring software to view real-time data and plots.
 - a. Instrumentation and monitoring points which have reached or exceeded Alert/Threshold Levels will be displayed with a contrasting color (amber or red, respectively).

Maximum Levels of Reading:

1. Performance Criteria and the corresponding required Mitigation Measures on this Project shall be defined by a two-tier process for each monitoring point and are established as an initial basis for eliminating or minimizing potential disturbances or damages to adjacent CRFM. The Contractor’s work activities shall not produce readings exceeding the threshold levels of reading at the 72-inch CRFM defined as follows:

Table 2:

Designation	Type of Movement	Alert:	Threshold:
Multipoint Borehole Extensometers (MPBX)	Vertical Ground Movement	3/128 inches	1/32 inches
Inclinometers (INC-M) – Automated Monitoring	Lateral Ground Movement	3/128 inches	1/32 inches

Seismographs (VM) at 72-inch CRFM	Ground Vibrations	0.15 in./sec. PPV	0.20 in./sec. PPV
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2. Alert Level Action: Contractor shall remain alert on the construction operations and keep a more active review of the trend of the monitored movement. Contractor shall investigate the cause of readings and provide in writing to the Department and the County the cause of the readings within 24 hours and provide measures to improve the construction operations to limit further increases in the differential readings if necessary.

3. Threshold/Stop Work Level: Contractor shall immediately cease all related construction activities, and the Department will issue a stop work order, should any of the following occur:

1. MPBX and Inclinometers: As soon as the threshold level is exceeded and is preceded by an increasing trend in movement or a sudden increase in the rate of movement as defined by three (3) consecutive readings exceeding 1/32 of an inch.
2. Seismographs: As soon as the reading exceeds the threshold level for a period of more than thirty (30) seconds.
3. Contractor shall investigate the cause of the exceedance and develop and submit a corrective action plan in writing. The corrective action plan shall explain how the Contractor intends to correct the excessive movement before work can be resumed. Contractor shall report to the Department and the County results of the investigation and what additional mitigation measures will be employed to ensure the integrity and stability of the CRFM.

Method of Measurement:

The item of work Protection of Existing Utilities by Contractor will not be measured.

Basis of Payment:

The quantity of Protection of Existing Utilities by Contractor will be paid for at the Contract lump sum price for item 763620. Price and payment will constitute full compensation for all of the work required including the instrumentation personnel, the successful installation of the specified geotechnical instruments, preconstruction survey, site monitoring prior to and during construction in the vicinity of the CRFM boundaries, the required reporting of all measurements from each geotechnical instrument to the Department and the County as specified herein, submission of written reports, site monitoring, and all materials, labor, equipment, tools, and incidentals necessary to complete the work.

Payment for field location of existing CRFM boundaries, including centerline, is incidental to item 763501 Construction Engineering.

06-11-19

763623 - NETTING, MIGRATORY BIRD EXCLUSION

Description:

This item shall consist of the installation, maintenance, and removal of a barrier that will prevent the nesting of migratory birds. The barrier shall be installed to completely encapsulate the sides and understructure of the bridges up to the concrete road without holes or sagging, prohibiting access to the girders upon which migratory birds typically nest.

Materials:

Netting: The netting shall consist of a durable polypropylene mesh of any color. The mesh size shall be no larger than 3/4" by 3/4" square. Items commonly sold as "bird/aquatic cage or trap netting" typically meet these specifications. Netting type and mesh size shall be approved by the Engineer prior to installation.

Netting attachment materials: Materials used to attach netting shall be appropriate for the type of netting used and as approved by the Engineer. Solvent based sealer/adhesive shall not be used on any of the netting, because it can melt the netting on contact. Materials to support and repair the netting shall also be appropriate for the type of netting used and as approved by the Engineer.

Construction Methods:

General: The migratory bird exclusion barrier shall consist of netting that is taut against the underside and sides of the bridge, with no holes or openings. To prevent damage to the netting, the netting shall not drape into the water. After installation, there shall be no area under or on the sides of the bridge accessible to migratory birds and available for migratory bird nesting.

Netting and Netting Attachments: Netting shall be installed using methods that are appropriate for the netting. The use of overhead supports, support cables, netting frames, or any other method as approved by the engineer may be used to attach the netting. When measuring the netting, a minimum of 6 extra inches shall be added to each side to allow for overlap. The netting shall be attached such that it shall run no more than 50 feet in any direction without support, 25 feet is preferred. Stable pipes, beams, and trusses shall be used to support netting where safe and appropriate. Support cables shall be used when there is minimal overhead support. Other methods shall be used as approved by the Engineer.

Construction planning: The migratory bird nesting season begins on April 15 and ends on August 1. During any year construction may occur, all components of the migratory bird exclusion netting, shall be installed prior to April 15 the start of the nesting season. The netting and netting materials shall remain in place and in good working order until the end of the nesting season, or until there is continuous construction on the bridge as per the Engineer. Bridge deck work and barrier removed shall be considered continuous work. The netting shall be removed and properly disposed of after August 1 or once continuous construction begins as stated above.

Maintenance: The Contractor shall inspect the netting on a weekly basis. The Contractor shall maintain the migratory bird exclusion netting in good working order with out holes or loose areas, making repairs as necessary or as directed by the Engineer. The Contractor shall repair the netting using appropriate repair materials as specified in this item.

Method of Measurement:

The quantity of netting and netting attachment hardware will not be measured. The unit will include all necessary materials, fittings, accessories required per this specification, installation, inspection, maintenance and disposal of material fitting, accessories required per this specification.

Basis of Payment:

The migratory bird netting will be paid for at the Contract lump sum. Price and payment will constitute full compensation for furnishing and installing all materials; maintenance and repair of the netting; and the removal and subsequent disposal of all materials.

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.

11/21/17

907510 - COMPOST FILTER LOG

Description:

This item shall consist of furnishing all materials and constructing a compost filter log in accordance with the locations and notes on the Plans and/or as directed by the Engineer.

Materials:

The filter sock shall be 5 millimeter biodegradable HDPE material, and be at least 18” in diameter. The compost media used within the logs shall be a plant derived compost that complies with compost material standards and DNREC specifications (see table below), including being produced from a certified facility through the U.S. Composting Seal of Testing Assurance (STA) program.

Parameter	Range	Testing Method
Particle Size	For Amendments: 100% pass through a 1/2” screen For Compost Logs: 99% pass through a 2” screen; max. 40% pass through a 3/8” screen	TMECC 2.02-B
pH	6.0-8.0	TMECC 4.11
Manufactured Inert Material	<1% dry weight basis	TMECC 3.08-A
Organic Matter	35-95% dry weight basis	TMECC 5.07-A
Soluble Salt Concentration	<= 6.0 mmhos/cm	TMECC 4.10-A
Carbon to Nitrogen Ratio	<= 25:1	
Stability (Carbon Dioxide evolution rate)	<= 2 C / unit VS / day	TMECC 5.08-B
Maturity (seed emergence and seedling vigor)	>90% relative to positive control	TMECC 5.05-A
Trace Metals	“Pass”	
Dry Bulk Density	12.5-25 lb/cu.ft.	
Moisture content	40-50%	

Construction Methods:

The compost filter logs shall be assembled by tying a knot in one end of the filter sock, filling the sock with the composted material, then knotting the other end once the desired length is reached. The compost shall be uniform throughout the sock and shall not have any gaps or the presence of large materials that would impede flow and/or create gaps. The compost filter log may be supplied pre-filled and simply rolled out in place.

The ends of the compost filter log should be angled upslope to prevent runoff from washing around the ends; minimum one foot (1') elevation difference. Stakes shall be installed through the middle of the compost filter log, maximum four feet (4') on center. The stakes shall be hardwood stakes, minimum 2" x 2" and 36" long. The stakes shall be set a minimum 12" below grade.

The compost filter logs shall be inspected weekly and after storm events. Accumulated sediment shall be removed when it reaches half of the effective height of the sock, and disposed of in an appropriate manner. If the sock fabric is torn or damaged prior to completion of the project, the compost filter log shall be replaced at the expense of the contractor. If the compost filter log has been flattened due to equipment or vehicular traffic, it shall be re-shaped back to proper dimensions. If the effective height cannot be restored, then the compost filter log shall be replaced at the expense of the contractor.

Upon completion of construction and stabilization of disturbed areas, the contractor shall remove the compost filter log in its entirety.

Method of Measurement:

The quantity of compost filter logs, completed in place and accepted, shall be paid for at the Contract bid per linear foot for "Compost Filter Logs"

Basis of Payment:

Price and payment shall constitute full compensation for furnishing all materials including filter socks, compost material, wooden stakes, disposal of surplus and unsuitable materials, removal and disposal of used filter sock and sediment during and upon completion of construction and for all labor, tools, equipment and incidentals necessary to complete the item.

6/8/15



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

JENNIFER COHAN
SECRETARY

UTILITY STATEMENT

August 25, 2015

REVISED: August 27, 2015

REVISED: September 11, 2015

REVISED: October 19, 2015

REVISED: November 24, 2015

REVISED: March 13, 2019

STATE CONTRACT #T201207101

F.A.P. #EBRN-N159(2)

PROJECT I.D. #11-12378

**BR 1-159 ON JAMES STREET OVER CHRISTINA RIVER
NEW CASTLE COUNTY**

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

**COMCAST CABLEVISION, INC.
CROWN CASTLE (LIGHTOWER/FIBER TECH)
DELMARVA POWER – ELECTRIC DISTRIBUTION
DELMARVA POWER - GAS
NEW CASTLE COUNTY DEPARTMENT OF SPECIAL SERVICES
SUEZ
USGS – UNITED STATES GEOLOGICAL SURVEY
VERIZON DELAWARE INC.**

Utility adjustments and/or relocations shall be performed as narrated, but are not limited to the following:

COMCAST CABLE OF NEW CASTLE COUNTY

Comcast maintains aerial coax and fiber along S James Street. The intersection of S James Street and Water Street Comcast has a riser pole that goes underground up Water Street.

Comcast Temporary Relocation:

1. Comcast will install temporary fiber and coax cables aerial from the intersection of S James Street & Water Street along Water Street under SR 141 to relocate the current underground cables.

Comcast will require fifteen (15) days to complete after thirty-five (35) days for the Scheduled Maintenance ticket to be approved.

Comcast Aerial Relocation:

1. Comcast proposes to install new two fiber along S James Street beginning at STA 10+90 L61', begin new aerial facilities from existing pole DPL 46903/42089. This will require entering into the Superfund site to access the existing pole.
1. STA 12+20 R to STA 19+20 R, Comcast install new aerial line to new Delmarva and Verizon owned poles. The old coax cable will be removed once the new facilities have been connected.
2. Comcast will begin their relocation once DP- Electric and Crown Castle has relocated their facilities.

Comcast Underground Relocation:

1. Comcast will install new underground fiber along Water Street beginning at new Delmarva Pole at STA 500+98 R53' (16+38 R65') to existing Delmarva Pole beyond the project limits to existing Delmarva Power STA 501+25 Right pole #46744/42151. The temporary aerial will be removed after the underground has been installed.

Comcast will require thirty-five (35) calendar day notice to proceed in order to notify their business customers that service will be out. It is estimated to take fifty-six (56) calendar days to complete after the proposed aerial and underground work.

Comcast's review is based upon information contained in DelDOT's Final Plans for contract T201207101, received on 12/14/2018 and all data available as of this date.

No working/existing Comcast facilities can be taken out of service. These facilities will remain in place and active during the duration of this contract.

CROWN CASTLE (LIGHTOWER/FIBER TECH)

Hightower maintains aerial 96 Fiber cable attached to the Delmarva Power Poles on the east side of James Street within the project limits.

Crown Castle proposes the following changes to the underground facilities:

1. Crown Castle will work the existing fiber outside the project limits (existing pole #46902-42184) to generate slack in order to relocate the existing aerial fiber.
2. STA 18+21 to STA12+20 R, Crown Castle proposes to relocate the existing aerial 96 ct fiber to new Delmarva and Verizon owned poles.
3. Crown Castle will complete relocating the existing 96 ct fiber onto the new Delmarva Power poles including crossing James Street from new pole at STA 12+20R to the existing pole Delmarva Power pole #46903/42089. This will require entering into the Superfund site to access the existing pole.

Crown Castle will require fourteen (14) calendar days to complete the proposed work following seven (7) calendar days advance notice that Delmarva Power has placed the new poles and relocated all of their facilities.

Crown Castle's review is based upon information contained in DelDOT's Final Plans for contract T201207101, received on 12/14/2018 and all data available as of this date.

No working/existing Crown Castle facilities can be taken out of service. These facilities will remain in place and active during the duration of this contract.

DELMARVA POWER – ELECTRIC DISTRIBUTION (DP-E)

Delmarva Power maintains the following primary 12kV; aerial circuit on DP&L owned poles within the limits of this project.

- DP-E maintains aerial facilities on the east side of James Street throughout the project limits.
- DP-E maintains aerial facilities on the south side of Water Street beginning at the intersection of James Street and Water that continues east.

DP-E maintains the following underground facilities within the project limits:

- DP-E maintains underground facilities on the south side of Water Street beginning at existing pole #46917-42148 and continues east.

Delmarva Power proposes the following changes to the aerial facilities:

Delmarva will relocate its aerial facilities once State's contractor performs the cuts/fills, cleared, and the temporary construction stone road/Geo-Matting is install in order to provide line truck access to the area.

The following work to be performed by Delmarva Power:

1. STA 10+90 L61', begin new aerial facilities from existing pole DPL 46903/42089.
2. STA 12+20 R30', install new aerial line to new pole with guywires,
 - a. Superfund Site Work Access Inside Fenced Area:
Delmarva will require access into fenced in Super Fund Site in order to pull new aerial crossing to existing pole #46903/42089 STA 10+90 L56' from new pole 46922/42109, STA.12+20 R30' with guywires.
3. STA 12+75 R55', install new aerial line and attach to new 65' pole including guywires,
4. STA 12+75 to STA 15+79, install aerial line across the Christina River.
5. STA 15+79 R78', attach new aerial line crossing the Christina River to new 65' pole including guywires.
6. STA 16+38 R65', install new aerial line and attach to new pole,
7. STA 18+21 R16', install new aerial line and attach to new pole including guywires,
8. STA 19+20 R18', splice new aerial facilities attached to the existing pole #46905-42167.

Delmarva Power will require one-hundred and twenty (120) calendar days to complete the proposed aerial work.

Delmarva Power proposes the following changes to the underground facilities:

1. New 2-6" Duct Runs from Terminal pole # 46918/42135, STA 15+79, R78' (STA 501+27 R54') R112' and tie into existing ducts at approximately STA 501+45 R17.5' Water Street. Delmarva will pull in 3-phase 12kV into both conduits leaving one (1) as a spare conduit.
2. Terminal pole # 46922/42109, STA 16+38, R65' and tie into existing ducts at approximately STA 501+45 R 17.5' Water Street.
3. Once the aerial is completed, energized and all the u.g.is in, terminated, energized, Delmarva Power then can abandon manhole and short section of conduit bank.
4. Delmarva Power's manhole #855 at STA 501+08, R19' is to be abandoned and demolished by Delmarva Power. Delmarva Power will salvage the cover and rim.

Delmarva Power will require forty-five (45) calendar days to complete the proposed underground work.

No working/existing Delmarva Power's facilities can be taken out of service. These facilities will remain in place and active during the duration of this contract.

No additional Delmarva Power involvement is anticipated. Should any conflicts be encountered as a result of the contractor's means and methods during construction requiring adjustment and/or relocation, the necessary relocation work shall be accomplished by the respective utility company and funded by the State's Contractor as directed by the District Engineer. See General Utility Notes below.

DelDOT Traffic / Light Point of Service

1. Delmarva to provide new service point for traffic signal and Lights on the proposed pole located at STA 16+38, RT 65' to the existing pole #46904/42134 16+62 LT.
2. Delmarva will leave existing service point at service location energized until DelDOT's contractor is ready for new point of service by installing temporary secondary service drop to pole #46904/42134 16+62 LT.

Delmarva Power will require a total of one hundred and sixty-five (165) calendar days to complete the proposed work following sixty (60) calendar days advance notice of completion of temporary access road, clearing, cuts and fills made, and staking of rights of way and completion of the Utility Pre-Construction Meeting for this contract and the procurement of easements by DelDOT and receipt of "NTP".

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

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

General

Delmarva Power relocations shown on highway plans are an approximate proposed location. Actual location of electric facilities could change due to field conditions or any unforeseen conflict.

Delmarva Power requires contractors / other utilities to call Delmarva Power or other parent electric company for any work surrounding aerial lines that are 600 volts and higher. All contractors / other utilities must also maintain a distance of 10'-0" from all energized lines up to a voltage of 34kV.

Delmarva Power's review is based upon information contained in DelDOT's Final Plans for contract T201207101, received on 12/14/2018 and all data available as of this date.

These facilities will remain in place and active during the duration of this contract.

DELMARVA POWER - GAS

Delmarva Power - Gas maintains 4" plastic and 8" steel high (HP) pressure gas mains throughout the limits of the project.

Delmarva Power - Gas Proposed Relocations:

Delmarva Power - Gas proposes to install a new 8" HP pipe along the right side of the construction line, including attaching to the new bridge. The gas main cannot be taken out of service during the bridge construction. Therefore, a temporary 4" SHP pipe will be placed on the sidewalk of the existing bridge.

1. Delmarva Power - Gas will tie-into the existing gas main at STA 12+63 approximately 55' right of the construction alignment with 8" PHP pipe.
2. From STA 12+63 to STA 12+42 approximately 58' on the right of the construction alignment install new 8" PHP to a 45-degree bend.
3. From STA 12+42 to STA 12+32 approximately 45' right of the construction alignment install new 20' of 8" PHP to a 45-degree bend.
4. STA 12+32 install approximately 10' of 8" PHP to 8"x4" reducer approximately 35' right of the construction line. This will begin the temporary 4" SHP gas main relocation.
5. From STA 12+32, approximately 60' of 4" SHP to STA 12+00 approximately 16' left of the construction alignment.
6. STA 12+00 a 90 degree bend will be installed with the 4" SHP pipe to the top of the existing bridge from STA 12+20 to tie in at STA 16+60 approximately 10' left of the construction alignment. This will tie into the existing gas main at STA 16+60.
7. STA 16+58 5' left to STA 16+55 7' right of the construction alignment, install approximately 15' of 8" PHP pipe including reducers to tie into the existing 4" Plastic pipe at STA 16+58 5' left of the construction alignment.
8. At STA 16+55, install a tee with pup piece/short piece of 8" main looking towards the new bridge to tie into the new 8" PHP that will be installed during the bridge construction.
9. From STA 16+55 to STA 16+42, 63' right of the construction alignment, install approximately 50' of new 8" PHP pipe and set (2) 45 degree bends.
10. From STA 16+42 at the new 45 degree bend install approximately 30' of 8" PHP pipe to new 90 degree bend at STA 16+68, 70' right of the construction alignment (Water Street STA 500+95, 23' right).
11. STA 500+95 (16+68) to approximately STA 502+50 on Water Street a new 8" PHP approximately 15' on the right of the construction alignment will be installed and tie into

the existing 4" and 8" gas main that is on the north side of Water St. Delmarva Power – Gas will cut and cap the existing 8" gas main and retire it in place.

This work will take sixty-five (65) calendar days in advance of the bridge construction.

Delmarva Power - Gas final relocation of the 8" PHP high pressure main is outlined below.

1. STA 12+32, the reducer will be removed and the new 8" PHP pipe will be installed to STA 12+24 approximately 9' right of the construction line and place a 90 degree bend.
2. STA 12+24, from the 90 degree bend the new 8" PHP pipe will be installed to where it will enter the abutment of the bridge at STA 12+30 approximately 7' right of the construction alignment. The plastic main will transition to steel in this area.
3. STA 12+30, install new 8" SHP from STA 12+30 approximately 7' right of the construction alignment under the proposed roadway through the center of the new bridge until exiting through the proposed bridge abutment wall to STA 16+55 7' right of the construction alignment and place a tee. At this location, the main will transition from steel back to plastic.
4. Tie new main into the tee and pup piece at STA 16+55 that was previous installed during the temporary relocation of gas main on the bride and the permanent relocation of gas main along Water St.
5. Delmarva will remove the temporary 4" gas main that is above grade once the new 8" gas main has been installed and in service. All temporary underground facilities will remain retired in place.
6. Delmarva Power - Gas does not plan to relocate the 4" plastic gas main along James St. It will remain in place.

This work will take forty-five (45) calendar days and 100 C.Y. of select for backfill.

Delmarva Power - Gas cathodic protection relocations is outlined below.

1. Delmarva Power will install anodes at a 10 ft. spacing at the following locations:
 - a. Approximately STA 12+42, Delmarva Power will install 6 anodes for cathodic protection.
 - b. Approximately STA 501+50 (Water Street), Delmarva Power will install 3 anodes for cathodic protection.

The placement of these anodes will need to be completed after final grading and prior to seeding.

This work will take approximately five (5) calendar days to complete this work.

Delmarva Power will require a total of one hundred and fifteen (**115**) calendar days to complete the proposed work following sixty (**60**) calendar days advance notice of completion of temporary access road, clearing, cuts and fills made, and staking of rights of way and completion of the Utility Pre-Construction Meeting for this contract and the procurement of easements by DelDOT and receipt of "NTP".

General

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

Delmarva Power's review is based upon information contained in DelDOT's Final Plans for contract T201207101, received on 12/14/2018 and all data available as of this date.

No working/existing Delmarva Power's facilities can be taken out of service. These facilities will remain in place and active during the duration of this contract.

NEW CASLTE COUNTY DEPT. OF SPECIAL SERVICES

The New Castle County Department of Special Services maintains underground facilities within the limits of the project with no apparent conflicts. New Castle County does not anticipate any relocations during this project.

There are three (3) sanitary sewer manholes within the project limits. The covers are to be adjusted by DelDOT's contractor.

On the southern side of the river, a critical 72-inch diameter sanitary sewer forcemain traverses the bridge construction and demolition areas of the site. A failure of this forcemain would create catastrophic environmental and public health impacts and potentially delay further construction activities.

The contractor shall familiarize itself with the protection plans and measures described in the drawings and specifications to protect the forcemain. The contractor shall take special care to ensure that the forcemain and the soil within the protection area are not disturbed.

New Castle County's review is based upon information contained in DelDOT's Final Plans for contract T201207101, received on 12/14/2018 and all data available as of this date.

SUEZ

Suez maintains the following water mains within the project limits with no apparent conflicts.

1. Suez maintains a 6 inch cast iron pipe on James Street from STA 17+28 located approximately 11 feet on the right side of the construction alignment to beyond the limits of the project going north on James Street. At STA 17+55 there is a fire hydrant located approximately 27.6' on the left side of the construction line.
2. Suez maintains a 20 inch cast iron pipe across James Street just beyond from STA 19+50.
3. Suez maintains a 6 inch cast iron pipe on Water Street the entire length of the project located approximately 18 feet on the left side of the construction alignment.

Fire Hydrant and Valve Box Adjustments: United Water will perform the fire hydrant and valve box adjustments and will take approximately two (2) calendar days after a thirty (30) calendar day notice. All adjustments shall be coordinated between the State's contractor and United Water's Transmission and Distribution Department. Contact information will be provided at the preconstruction meeting.

Suez's review is based upon information contained in DelDOT's Final Plans for contract T201207101, received on 12/14/2018 and all data available as of this date.

No working/existing Suez facilities can be taken out of service. These facilities will remain in place and active during the duration of this contract.

USGS – UNITED STATES GEOLOGICAL SURVEY

USGS maintains a steam monitoring station within the project limits. It is located on the side of the existing bridge at STA 14+50 on the James Street northbound sidewalk. The monitoring station will be relocated by USGS.

VERIZON DELAWARE INC.

Verizon of Delaware Inc. maintains the following aerial facilities within the project limits:

1. Verizon maintains aerial facilities on the West side of James Street from Pole #46894/42077 at station 9+57 L60' extending South past the project limits.
2. Verizon maintains aerial facilities on the West side of James Street from Pole #46894/42077 at station 9+57 L60' extending Northeast before crossing James Street to Pole #46919-42106 at station 12+38 R13'.
3. Verizon maintains aerial facilities on the East side of James Street from Pole #46919-42106 at station 12+38 R13' extending North over Christina River to Pole #46910/42137 at station 15+81 L5'.
4. Verizon maintains aerial facilities on the East side of James Street from Pole #46910/42137 at station 15+81 L5' extending West across James Street to Pole #46904/42131 at station 15+72 L69' then extending Northwest to a 3 Story Brick Building at station 16+5 L83'.
5. Verizon maintains aerial facilities on the East side of James Street from Pole #46910/42137 at station 15+81 L5' extending Northwest across James Street to Unknown Pole # at station 16+45 L56'.
6. Verizon maintains aerial facilities on the West side of James Street from Unknown Pole # at station 16+45 L56' extending Southwest to a 3 Story Brick Building before it enters at station 16+6 L82'.
7. Verizon maintains aerial facilities on the West side of James Street from Unknown Pole # at station 16+45 L56' extending Northwest to a 3 Story Brick Building at station 16+55 L69' then wraps around the side of the Building.
8. Verizon maintains aerial facilities on the West side of James Street from to Unknown Pole # at station 16+45 L56' extending North past the project limits.
9. Verizon maintains aerial facilities on the West side of James Street from Pole to Unknown Pole # at station 16+45 L56' extending Northeast across James Street and continuing East along the South side of Water Street past the project limits.
10. Verizon maintains aerial facilities on the South side of Water Street from Pole #46917/42148 at station 501+00 R15' extending Northwest across both Water and James Street to Pole #7 at station 17+89 L25'.

11. Verizon maintains aerial facilities (ASW) on the East side of James Street from Pole #46910/42137 at station 15+81 L5' extending northeast to #46917/42148 at station 501+00 R15'.

Verizon of Delaware Inc. maintains the following underground facilities within the project limits:

There are no Verizon owned underground facilities within the project limits.

Verizon proposes to place new aerial cables at the following new pole locations:

1. STA 10+90 L61', begin new aerial facilities from existing pole DPL 46903/42089.
2. Delmarva Power pole at STA.12+20 R30'
 - a. Superfund Site Work Access Inside Fenced Area:
Verizon will require access into fenced in Super Fund Site in order to pull new aerial crossing to existing pole #46903/42089 STA 10+90 L56' from new pole at STA.12+20 R30'.
3. Delmarva Power pole at STA.12+20 R30'
4. Delmarva Power pole at STA.12+75 R55'
5. Delmarva Power pole at STA.15+79 R78' (Water St 501+27 R112')
6. Delmarva Power pole at STA 16+38, R65' (Water St. 500+98 R54')
7. Verizon new pole, STA 17+22 R46' (Water St 500+58 L21')

Verizon of Delaware proposed new aerial facilities on existing poles:

1. From Verizon new pole, STA 17+22 R46' (Water St 500+58 L21') to existing pole #DST7 STA 17+87 L25',
2. To existing pole #DST-unknown, STA 16+45 L55'
3. Ending at #46904-42131, STA 15+74 L65'

Verizon to remove aerial cables from the following poles:

1. Pole #46910/42137 at station 15+81 L5'
2. Pole #46904/42131 at station 15+72 L69'
3. Unknown Pole #8 at station 16+45 L56'
4. Pole #184-9 at station 16+65 L9'
5. Pole #46914/42148 at station 500+58 R19'
6. Unknown Pole # at station 500+58 L16'
7. Pole #46917/42148 at station 501+00 R15'

Verizon of Delaware Inc. proposed changes to the underground facilities include but are not limited to:

None Anticipated

Verizon of Delaware Inc. will complete these changes. These relocations/adjustments are expected to take approximately thirty-five (35) calendar days to complete after the company has been given a minimum of 30 calendar days advance notice that work shall begin and the right-of-way and proposed work has been laid out in the field by the State's contractor and required tree trimming and clearing has been performed.

Verizon's review is based upon information contained in DelDOT's Final Plans for contract T201207101, received on 12/14/2018 and all data available as of this date.

No working/existing Verizon facilities can be taken out of service. These facilities will remain in place and active during the duration of this contract.

GENERAL UTILITY NOTES

Outside of the companies and facilities discussed above, no additional utility involvement is anticipated. Should any conflicts be encountered as a result of the contractor's means and methods during construction requiring adjustment and/or relocation, the necessary relocation work shall be accomplished by the respective utility company and funded by the State's Contractor as directed by the District Engineer. The State Contractor shall coordinate any potential conflicts with utility companies and provide adequate notice prior to performing work. Any utility conflicts that are not readily discernable shall be coordinated by the State Contractor once the conflict is recognized. The time to complete any relocations/adjustments found to be necessary during construction of the highway project will depend on the nature of the work.

Once the State's contractor has given the Utility the advance notice required above, it is the responsibility of the State's contractor to have the work area prepared and accessible for the Utility to perform the tasks listed above. If the site conditions are not ready and the state contractor has given notice to the utility on when the work is to be accomplished, the State's Contractor shall be responsible for any extra cost incurred by the utility company and the State Contractor shall also be responsible for any time delays. Between when the required notice is given to the Utility and when the work is performed and completed, the coordination and scheduling of the Utility is the sole responsibility of the State's Contractor. All costs related to the coordination and scheduling of the utilities is incidental to the contract.

Any adjustments and/or relocations of municipally owned sewer or water facilities shall be performed by the State's Contractor in accordance with the respective agency's standard specifications as directed by the District Engineer. The State contractor shall coordinate any potential conflicts of municipally owned sewer or water facilities with facility owners and provide adequate notice to the municipally and to the District Engineer prior to performing work.

General Notes

1. The Contractor's attention is directed to Section 105.09 Utilities, Delaware Standard Specifications, August 2016. The Contractor shall contact Miss Utility (1-800-282-8555) two working days prior to any excavation. The Contractor is responsible for the support and protection of all utilities when excavating. The Contractor is responsible for ensuring proper clearances, including safety clearances, from overhead utilities for construction equipment. The Contractor is advised to check the site for access purposes for his equipment and, if necessary, make arrangements directly with the utility companies for field adjustments for adequate clearances.
2. The information shown in the Contract Documents, including the Utility Statement and the Utility Schedule contained herein, concerning the location, type and size of existing and proposed utilities, their locations, and construction timing has been compiled by the preparer based on information furnished by each of the involved Utility Companies. It shall be the responsibility of the State's Contractor to verify all information and coordinate with the Utility Companies prior to and during construction, as specified in Section 105.09 of the Standard Specifications.
3. It is understood and agreed that the Contractor has considered in his bid all permanent and temporary utility appurtenances in their present and relocated positions as shown on the plans or described in the Utility Statement or are readily discernible and that no additional compensation will be allowed for any delays, inconvenience, or damage due to any interference from the utility facilities and appurtenances or the operation of moving them, except that the Contractor may be granted an equitable extension of time. The contractor's means and method of construction are not taken into account when known utility conflicts are identified. If the Contractor's means and method of construction create a utility conflict the Utility Statement will prevail in discussions with the utility and the Contractor. The State's Contractor shall be responsible for any costs associated with any temporary outages; holding, bracing and shielding of utility facilities; temporary relocations; or permanent relocations that are not specifically identified in this utility statement or shown in the contract plan set.
4. Coordination and cooperation among the Utility Companies and the State's Contractor are of prime importance. Therefore, the Contractor is directed to contact the following Utility Company representatives with any questions regarding this work prior to submitting bids and work schedules. Proposed work schedules should reflect the Utility Companies' proposed relocations. The Utility Companies do not work on weekends or legal holidays.

UTILITY CONTACT LIST

Matt Murray	Comcast	mattm@americomm-llc.com	(717) 713-7586
Bill Muehlberger	Crown Castle	Bill.Muehlberger@crowncastle.com	(585) 362-0019
Angel Collazo	Delmarva Power Electric	Angel.collazo@delmarva.com	(302) 454-4370
Kristin Stanfill	Delmarva Power Gas	Kristin.stanfil@delmarva.com	(302) 429-3364
David Clark	New Castle County	dclark@nccde.org	(302) 395-5704

Deb Butler	Suez	na	(302) 252-3103
John Licht	Suez	john.licht@suez-na.com	(302) 252-3036
Anthony Tallman	USGS	atallman@usgs.gov	(302) 734-2506
George Zang	Verizon Delaware, Inc.	George.w.zang@verizon.com	(302) 422-1238

5. As outlined in Chapter 3 of the DelDOT Utilities Manual, individual utility companies 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.
6. Individual 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.
7. 16 Del. C. § 7405B requires notification to and mutually agreeable measures from the public utility operating the electric line for the any person intending to carry on any function, activity, work or operation within dangerous proximity of any high voltage overhead electric lines. All contractors/other utilities must also maintain a distance of 10'-0" from all energized lines.
8. Any existing facilities that are comprised of hazardous materials will be removed by the Utility Company unless otherwise outlined in the contract documents or language above. Any existing facilities containing hazardous materials will be purged by the Utility Company unless otherwise outlined in the contract documents or language above.

DIVISION OF TRANSPORTATION SOLUTIONS

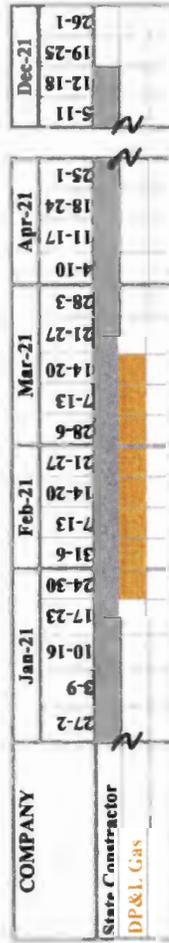
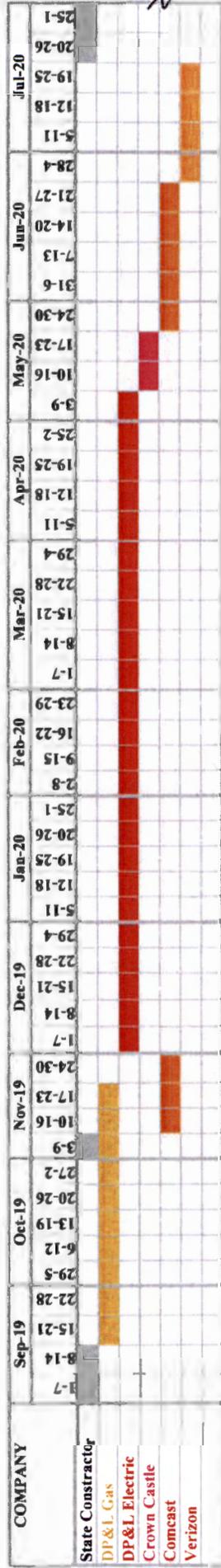
Deborah K. Kukulich
UTILITY COORDINATOR

Deborah.Kukulich@delaware.gov
EMAIL

March 13, 2019
DATE

T201207101 BR 1-159 on James Street over Christina River

Deborah Kululich
March 1, 2019



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

CERTIFICATE OF RIGHT-OF-WAY STATUS

STATE PROJECT NO. T201207101

F.A.P. NO. EBRN-N159(2)

BR 1-159 ON JAMES STREET OVER CHRISTINA RIVER

NEW CASTLE COUNTY

Certificate of Right-of-Way Status – 100%

Status - LEVEL 1

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 real property interests have been acquired in accordance with current FHWA/State directives covering the acquisition of real property; and,

All necessary rights-of-way, including control of access rights when pertinent, have been acquired including legal and physical possession; and,

All project rights of way are currently available in accordance with the project right-of-way plans; and,

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,

All occupants have vacated the lands and improvements; and,

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.

RIGHT OF WAY SECTION



James Pappas
Acting Chief of Right of Way

January 23, 2019

(Updated from January 21, 2015)



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

JENNIFER COHAN
SECRETARY

February 26, 2019

ENVIRONMENTAL REQUIREMENTS

FOR

State Contract No. T201207101

Federal Aid No.: EBRN-N159(2)

Contract Title: BR 1-159 on James Street over Christina River

In accordance with the procedural provisions for implementing the National Environmental Policy Act of 1969, as amended, the referenced project has been processed through the Department's Environmental Review Procedures and has been classified as a Level D/ Class II Action. As such, a Categorical Exclusion has been prepared to evaluate potential adverse impacts resulting from construction of the proposed project (per 23 CFR 771.117 c(28)), and the following special provisions have been developed to mitigate and/or minimize these impacts.

PERMIT REQUIREMENTS:

The construction work that will occur to replace BR 1-159, New Castle County, Delaware requires permit approval from the agencies listed below. It is the responsibility of the contracting agency -- the Delaware Department of Transportation, Division of Transportation Solutions -- to obtain the necessary permits to ensure that the contractor complies with the requirements and conditions established by the regulatory agencies. The permit coordination for this project is ongoing. Written authorization from the permitting agencies is required and paperwork for on-site posting is anticipated. As such, the construction work that will occur to replace BR 1-159, New Castle County, Delaware will be authorized under the permits/exemptions listed below:

REQUIRED PERMITS AND APPROVAL STATUS:

- U.S. Army Corps of Engineers (COE) - Nationwide Permit (NWP) # 23
Preconstruction Notification (PCN) required – CENAP-OP-R-2019-111-23 –
expires 3/18/2022
- Delaware Department of Natural Resources and Environmental Control (DNREC)
– Wetlands and Subaqueous Lands Section – **Subaqueous Lands Permit – SP-
424/15 – expires 2/5/21**
- Delaware Department of Natural Resources and Environmental Control (DNREC)
– Water Quality (WQC) and Coastal Zone Consistency (CZM) – **Issued** (project
is not located in a Critical Resource Waters (CRW))
- New Castle County Department of Land Use (NCC) – Floodplain Permit –
expires 6/7/19
- US Coast Guard – Advance Approval - **expires 9/10/23**

SPECIFIC REQUIREMENTS:

Compliance with all requirements of the permits is the responsibility of the contractor, who will follow all special conditions or requirements as stated within those permits. The contractor will be subject to penalties, fines, and the risk of shut down as mandated by laws governing permitting agencies if such conditions and requirements are violated or ignored. Therefore, all special conditions, general requirements, and/or other required provisions specified within the permits must be followed. Those obligations are indicated or listed within the permit package, which can be obtained from the DelDOT Contract Administration Office.

Additional requirements by DelDOT not specified within the permits, but listed below, are also the responsibility of the contractor. Noncompliance with these requirements may result in shut down of the project 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 the 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. Construction debris shall be kept 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. Refuse material resulting from routine maintenance of worker equipment and heavy machinery 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. Use of harmful chemical wash water to clean equipment or machinery is discouraged. If undertaken, the residue water and/or material must be collected or contained such that it will be disposed of properly. It shall not 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 is the contractor's responsibility to ensure that workers also follow this requirement. As part of the restrictions, please note the timetables reflected in the contract for the in-stream/water work for endangered species protection.
9. Fill material shall be free of oil and grease, debris, wood, general refuse, plaster and other pollutants, and shall contain no broken asphalt.
10. Per CS-01 (sheet 72), an EPA Superfund Site exists within the limits of construction at the south end of the project, as shown on the plans. Please refer to notes 1-6 under EPA Superfund site on this sheet for guidance.

ENVIRONMENTAL COMPLIANCE SHEET:

The contractor shall pay special attention to specific construction requirements as indicated in the Environmental Compliance Sheets EC-01 (sheet 70) and EC-02 (sheet 71).

1. Please note the environmental requirement as indicated in Note 3 on EC-01 (sheet 70) which refers back to Project Note 18 on PN-01 (sheet 5) for Cultural Resources.

2. Specifically, please note the environmental requirements as indicated on EC-01 (sheet 70) in:
 - Note 2 for Fisheries –No in-water work can occur from March 1 to June 30 (inclusive)
 - Note 2 for Migratory Birds – Avoid construction from April 15 to August 1 (inclusive)
 - Note 4 on for Stream Restoration and Slope Riprap Treatment:
 - Note 6 for U.S. Coast Guard 30 Day Advanced Coordination/Approval
3. DelDOT Environmental Studies Section (302) 760-2264 must be notified if there are any changes to the project methods, footprint, materials, or designs, to allow the Department to coordinate with the appropriate resource agencies (COE, DNREC, and SHPO), for approval.



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

JENNIFER COHAN
 SECRETARY

RAILROAD STATEMENT

For

State Contract No.: T201207101

Federal Aid No.: EBRN-N159(2)

Project Title: BR 1-159 on James Street over Christina River

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 |
| <input type="checkbox"/> Delmarva Central | |

DOT Inventory No.: N/A No. Trains/Day: N/A Passenger Trains (Y / N): N/A

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 DelDOT Maintenance of Railroad Traffic Item in the Special Provisions. Contractor shall coordinate railroad flagging with DelDOT's Railroad Program Manager at (302) 760-2183.

- Railroad Agreement required. The necessary Railroad Agreement is pending. The Contractor cannot begin work until the Agreement 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 DelDOT Maintenance of Railroad Traffic Item in the Special Provisions. Contractor shall coordinate railroad flagging with DelDOT's Railroad Program Manager at (302) 760-2183.

Approved As To Form:



 Robert A. Perrine
 DelDOT Railroad Program Manager

15Oct18

 DATE

BID PROPOSAL FORMS
CONTRACT T201207101.02
FEDERAL AID PROJECT EBRN-N159(2)

UNLESS OTHERWISE DIRECTED, SUBMIT ALL FOLLOWING PAGES TO:

DEPARTMENT OF TRANSPORTATION
BIDDERS ROOM
800 BAY ROAD
DOVER, DELAWARE 19901

Identify the following on the outside of the sealed envelope:

- Contract Number T201207101.02
- Name of Contractor

CONTRACT ID: T201207101.02 PROJECT(S): EBRN-N159(2)

All figures must be typewritten.

CONTRACTOR : _____

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

SECTION 0001 REGULAR ITEMS

0010	201000 CLEARING AND GRUBBING	LUMP	LUMP	
0020	202000 EXCAVATION AND EMBANKMENT	1698.000		
0030	202510 TEMPORARY COMPOSITE MATTING	1710.000		
0040	207000 EXCAVATION AND BACKFILL FOR STRUCTURES	213.000		
0050	207501 SHEETING AND SHORING	LUMP	LUMP	
0060	208000 EXCAVATION AND BACKFILLING FOR PIPE TRENCHES	320.000		
0070	209006 BORROW, TYPE F	632.000		
0080	209511 LIGHT WEIGHT AGGREGATE	901.000		
0090	210000 FURNISHING BORROW TYPE "C" FOR PIPE, UTILITY TRENCH, AND STRUCTURE BACKFILL	296.000		

CANNOT BE USED FOR BIDDING

CONTRACT ID: T201207101.02 PROJECT(S): EBRN-N159(2)

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0100	211000 REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP	LUMP	
0110	211550 DEMOLITION OF EXISTING BRIDGE	LUMP	LUMP	
0120	302007 GRADED AGGREGATE BASE COURSE, TYPE B	444.000 CY		
0130	302011 DELAWARE NO. 3 STONE	179.000 TON		
0140	401801 BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS PG 64-22 (CARBONATE STONE)	8.000 TON		
0150	401816 BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 76-22	267.000 TON		
0160	401819 BITUMINOUS CONCRETE, SUPERPAVE, BITUMINOUS CONCRETE BASE COURSE, 160 GYRATIONS, PG 64-22	264.000 TON		
0170	401833 BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 76-22, (NON-CARBONATE STONE)	323.000 TON		
0180	503009 PATCHING P.C.C. PAVEMENT	41.000 SY		

CANNOT BE USED FOR BIDDING

CONTRACT ID: T201207101.02 PROJECT(S): EBRN-N159(2)

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0190	602002 PORTLAND CEMENT CONCRETE MASONRY, CLASS B	3.000 CY				
0200	602004 PORTLAND CEMENT CONCRETE MASONRY, ABUTMENT FOOTING, CLASS B	14.000 CY				
0210	602007 PORTLAND CEMENT CONCRETE MASONRY, PIER ABOVE FOOTING, CLASS A	146.000 CY				
0220	602013 PORTLAND CEMENT CONCRETE MASONRY, SUPERSTRUCTURE, CLASS D	495.000 CY				
0230	602014 PORTLAND CEMENT CONCRETE MASONRY, APPROACH SLAB, CLASS D	89.000 CY				
0240	602015 PORTLAND CEMENT CONCRETE MASONRY, ABUTMENT ABOVE FOOTING, CLASS A	129.000 CY				
0250	602017 PORTLAND CEMENT CONCRETE MASONRY, PARAPET, CLASS A	137.000 CY				
0260	602520 EPOXY PROTECTIVE COATING FOR CONCRETE	169.000 SY				
0270	602549 FORM LINERS	1851.000 SF				

CONTRACT ID: T201207101.02 PROJECT(S): EBRN-N159(2)

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0280	602616 WATERPROOFING P.C. C. MASONRY SURFACES	550.000 SF		
0290	602646 SILICONE ACRYLIC CONCRETE SEALER	4100.000 SF		
0300	604000 BAR REINFORCEMENT, EPOXY COATED	297500.000 LB		
0310	605002 STEEL STRUCTURES	LUMP	LUMP	
0320	605511 PREFABRICATED EXPANSION JOINT SYSTEM, 3"	86.000 LF		
0330	606002 METAL BRIDGE RAILING, ALUMINUM	481.000 LF		
0340	606003 METAL BRIBGE RAILING (PEDESTRIAN)	464.000 LF		
0350	608000 COARSE AGGREGATE FOR FOUNDATION STABILIZATION AND SUBFOUNDATION BACKFILL	14.000 TON		
0360	612002 REINFORCED CONCRETE PIPE, 15", CLASS III	29.000 LF		
0370	612003 REINFORCED CONCRETE PIPE, 18", CLASS III	38.000 LF		

CANNOT BE
USED FOR
BIDDING

CONTRACT ID: T201207101.02 PROJECT(S): EBRN-N159(2)

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE	BID AMOUNT
			DOLLARS CTS	DOLLARS CTS
0380	612005 REINFORCED CONCRETE PIPE, 24", CLASS III	145.000 LF		
0390	617005 REINFORCED CONCRETE FLARED END SECTION, 24"	1.000 EACH		
0400	618529 DRILLED SHAFT, 48"	2697.000 LF		
0410	618530 TECHNIQUE SHAFT, 48"	101.000 LF		
0420	618531 PERMANENT CASING FOR DRILLED SHAFT, 48" DIAMETER	2581.000 LF		
0430	618532 LOAD TESTING OF DRILLED SHAFTS	1.000 EACH		
0440	619511 EXPLORATORY DRILLING	110.000 LF		
0450	622001 STEEL SHEET PILES, PZ 22 (UNPROTECTED)	2500.000 SF		
0460	623002 PRESTRESSED REINFORCED CONCRETE MEMBERS, BOX-BEAMS	LUMP	LUMP	
0470	701020 INTEGRAL PORTLAND CEMENT CONCRETE CURB & GUTTER, TYPE 1-8	195.000 LF		

CANNOT BE USED FOR BIDDING

CONTRACT ID: T201207101.02 PROJECT(S): EBRN-N159(2)

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0480	705001 P.C.C. SIDEWALK, 4"	421.000				
		SF				
0490	705002 P.C.C. SIDEWALK, 6"	608.000				
		SF				
0500	705006 P.C.C. SIDEWALK, VARIABLE DEPTH	679.000				
		SF				
0510	705007 SIDEWALK SURFACE DETECTABLE WARNING SYSTEM	84.000				
		SF				
0520	705009 CURB RAMP, TYPE 2, 3, AND/OR 4	757.000				
		SF				
0530	708050 DRAINAGE INLET, 34" X 18"	1.000				
		EACH				
0540	708052 DRAINAGE INLET, 48" X 30"	1.000				
		EACH				
0550	708053 DRAINAGE INLET, 48" X 48"	1.000				
		EACH				
0560	708112 MANHOLE, 48" X 48"	1.000				
		EACH				
0570	710001 ADJUSTING AND REPAIRING EXISTING DRAINAGE INLET	1.000				
		EACH				

CONTRACT ID: T201207101.02 PROJECT(S): EBRN-N159(2)

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0580	710002 ADJUSTING AND REPAIRING EXISTING MANHOLE	2.000 EACH		
0590	710506 ADJUST AND REPAIR EXISTING SANITARY MANHOLE	4.000 EACH		
0600	712020 RIPRAP, R-4	116.000 TON		
0610	712021 RIPRAP, R-5	816.000 TON		
0620	712531 CHANNEL BED FILL	115.000 CY		
0630	713002 GEOTEXTILES, SEPARATION	2192.000 SY		
0640	713003 GEOTEXTILES, RIPRAP	765.000 SY		
0650	720529 P.C.C. SAFETY BARRIER PERMANENT, SINGLE FACE	82.000 LF		
0660	720636 FURNISH AND MAINTAIN PORTABLE P.C.C. PINNED SAFETY BARRIER, DOUBLE FACE	210.000 LF		
0670	727004 CHAIN-LINK FENCE, 6' HIGH	152.000 LF		

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0680	727012 VEHICULAR GATES	2.000 EACH		
0690	727014 CONSTRUCTION SAFETY FENCE	320.000 LF		
0700	743000 MAINTENANCE OF TRAFFIC	LUMP	LUMP	
0710	743004 FURNISH AND MAINTAIN PORTABLE CHANGEABLE MESSAGE SIGN	124.000 EADY		
0720	743005 FURNISH AND MAINTAIN PORTABLE LIGHT ASSEMBLY	806.000 EADY		
0730	743006 PLASTIC DRUMS	38821.000 EADY		
0740	743008 REFLECTOR PANELS	19.000 EACH		
0750	743015 FURNISH AND MAINTAIN PORTABLE PCC SAFETY BARRIER	238.000 LF		
0760	743023 TEMPORARY BARRICADES, TYPE III	6306.000 LFDY		
0770	743024 TEMPORARY WARNING SIGNS AND PLAQUES	5890.000 EADY		

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0780	743053 FLAGGER, NEW CASTLE COUNTY, HEAVY CONSTRUCTION, STATE	 HOUR	 3968.000	 	 	
0790	743068 FLAGGER, NEW CASTLE COUNTY, HEAVY CONSTRUCTION, STATE, OVERTIME	 HOUR	 1068.000	 	 	
0800	744520 CONDUIT JUNCTION WELL, TYPE 1, PRECAST CONCRETE	 EACH	 2.000	 	 	
0810	744523 CONDUIT JUNCTION WELL, TYPE 4, PRECAST CONCRETE	 EACH	 2.000	 	 	
0820	744529 P.C.C. BARRIER JUNCTION WELL	 EACH	 7.000	 	 	
0830	745500 GALVANIZED CONDUIT IN/ON STRUCTURE, 1"	 LF	 189.000	 	 	
0840	745502 GALVANIZED CONDUIT IN/ON STRUCTURE, 2 1/2"	 LF	 755.000	 	 	
0850	745604 FURNISH & INSTALL UP TO 4" SCHEDULE 80 PVC CONDUIT (TRENCH)	 LF	 248.000	 	 	
0860	745606 FURNISH & INSTALL UP TO 4" GALVANIZED STEEL CONDUIT (TRENCH)	 LF	 75.000	 	 	
0870	746517 ALUMINUM LIGHTING STANDARD WITH SINGLE DAVIT ARM, 30' POLE	 EACH	 2.000	 	 	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0880	746653 ELECTRICAL TESTING	LUMP	LUMP	
0890	746669 LUMINAIRE (HPS), 150 WATTS	2.000 EACH		
0900	746852 POLE BASE, TYPE 6	2.000 EACH		
0910	747508 LIGHTING CONTROL CENTER - 100 A	1.000 EACH		
0920	747515 CABINET BASE, TYPE M	1.000 EACH		
0930	748015 PERMANENT PAVEMENT STRIPING, SYMBOL/LEGEND ALKYD-THERMOPLAST IC	504.000 SF		
0940	748019 TEMPORARY MARKINGS, PAINT, 4"	5828.000 LF		
0950	748026 TEMPORARY MARKINGS, PAINT SYMBOL/LEGEND	413.000 SF		
0960	748530 REMOVAL OF PAVEMENT STRIPING	104.000 SF		
0970	748548 PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 5"	3519.000 LF		

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0980	749687 INSTALLATION OR REMOVAL OF TRAFFIC SIGN(S) ON SINGLE SIGN POST	 59.000 EACH				
0990	749688 INSTALLATION OF 4" DIAMETER HOLE, LESS THAN OR EQUAL TO 6" DEPTH	 3.000 EACH				
1000	749689 INSTALLATION OF 4" DIAMETER HOLE, GREATER THAN 6" DEPTH	 1.000 EACH				
1010	758000 REMOVAL OF EXISTING PORTLAND CEMENTCONCRETE PAVEMENT, CURB, SIDEWALK, ETC.	 243.000 SY				
1020	759004 FIELD OFFICE, TYPE I	 26.000 EAMO				
1030	760000 PAVEMENT - MILLING, HOT-MIX	 2604.000 SYIN				
1040	762001 SAW CUTTING, BITUMINOUS CONCRETE	 746.000 LF				
1050	762002 SAW CUTTING, CONCRETE, FULL DEPTH	 20.000 LF				
1060	763000 INITIAL EXPENSE	 LUMP				
1070	763501 CONSTRUCTION ENGINEERING	 LUMP				

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1080	763503 TRAINEE	1040.000 HOUR	0.80000		832.00	
1090	763522 COAST GUARD SPECIFIC CONDITIONS	LUMP	LUMP			
1100	763620 PROTECTION OF UTILITY BY CONTRACTOR	LUMP	LUMP			
1110	763623 NETTING MIGRATORY BIRD EXCLUSION	LUMP	LUMP			
1120	905001 SILT FENCE	242.000 LF				
1130	905002 REINFORCED SILT FENCE	489.000 LF				
1140	905004 INLET SEDIMENT CONTROL, DRAINAGE INLET	5.000 EACH				
1150	906001 PORTABLE SEDIMENT TANK	3.000 EACH				
1160	906003 SUMP PIT	3.000 EACH				
1170	907510 COMPOST FILTER LOG	271.000 LF				
1180	908002 TOPSOIL (CY)	112.000 CY				

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1190	908004 TOPSOIL, 6" DEPTH	3964.000				
		SY				
1200	908014 PERMANENT GRASS SEEDING, DRY GROUND	3903.000				
		SY				
1210	908017 TEMPORARY GRASS SEEDING	4151.000				
		SY				
1220	908019 STREAMBANK SEED MIX, SEEDING	194.000				
		SY				
1230	908020 EROSION CONTROL BLANKET MULCH	313.000				
		SY				
1240	908023 STABILIZED CONSTRUCTION ENTRANCE	73.000				
		TON				
1250	909004 TURBIDITY CURTAIN, FLOATING	1024.000				
		LF				
	SECTION 0001 TOTAL					
	TOTAL BID					

CANNOT BE USED FOR BIDDING



**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, including subcontractors, that complies with this regulation:

Contractor Name: _____

Contractor 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, NOTARIZED, AND RETURNED WITH YOUR BID.

(This form is required from the prime contractor only, not required from subcontractors)

CERTIFICATION

Contract No. T201207101.02
Federal Aid Project No. EBRN-N159(2)

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.

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

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

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

No.	Date								
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

BIDDERS MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA

MUST INSERT DATE OF FINAL QUESTIONS AND ANSWERS ON WEBSITE: _____ 

Agreement to Accept Retainage

"Bidder acknowledges that if its Performance-Based Rating as defined in 29 Del.C. §6962 and section 2408 of Title 2 of Delaware's Administrative Code is below the required minimum threshold, as a condition to bid, Bidder acknowledges, consents and agrees to the Department withholding retainage of up to 5% from the monies due at the time of each progress payment under the contract." NEW

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. T201207101.02, to be paid to the **State** for the use and benefit of its Department of
Transportation ("**DeIDOT**") for which payment well and truly to be made, we do bind ourselves, our and
each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole
firmly by these presents.

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

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

SEALED, AND DELIVERED IN THE
presence of

Name of Bidder (Organization)

Corporate
Seal

By: _____
Authorized Signature

Attest _____

Title

Name of Surety

Witness: _____

By: _____

Title